

# AGENDA

## **Thursday May 2, 2019 - 10:00 AM** **BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2019-47

### **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. Board Order No. \_\_\_\_\_ Approving Boundary Change Proposal CL 19-001 Annexation to Tri-City County Service District (Nate Boderman, County Counsel, Ken Martin, Boundary Change Consultant)
2. Board Order No. \_\_\_\_\_ Approving Boundary Change Proposal CL 19-002 Annexation to Sunrise Water Authority (Nate Boderman, County Counsel, Ken Martin, Boundary Change Consultant)
3. Board Order No. \_\_\_\_\_ Setting the Final Assessments for the Starview Lane LID (Michael Bays, Department of Transportation & Development)
4. Resolution No. \_\_\_\_\_ Approval for Adoption of Findings and Establishing an Exemption for a Class of Public Improvement Contracts for Contemporaneous Development (George Marlton, Procurement Manager, Finance)

**III. 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 an Intergovernmental Agreement DCHS-IGA-E-10145-2019, Amendment No. 1 with Multnomah County Department of Human Services, Aging & Disability Services Division for Veterans Directed Care Services – *Social Services*
2. Approval to Apply for FY2018 Youth Homelessness Demonstration Project, Housing and Urban Development (HUD) Grant – *Community Development*

3. Approval of the Housing and Community Development 2019 Action Plan – *Community Development*
4. Approval of a Construction Contract between Clackamas County and D&D Concrete and Utilities Inc. for the Jennings Lodge Pedestrian Improvements Project – *Community Development*
5. Approval of Change Order No. 6 for the Fenton Avenue Improvements Project – Kerr Contractors of Oregon, Inc. – *Community Development*

**B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement with Sunrise Water Authority for the Extra Paving of SE Sunnycreek Lane, SE Melbrook Way and SE 119<sup>th</sup> Court, within the Sunrise Water Authority Current Project

**C. Finance Department**

1. Approval of Contract with Language Line Services, Inc. for On-Call Interpreter Services for Clackamas County Departments - *Procurement*

**D. Elected Officials**

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

**E. Public & Government Affairs**

1. Approval of an Intergovernmental Agreement with the City of Newberg Regarding Payment for Services Related to Willamette Falls Locks State Commission

**F. County Counsel**

1. Approval of a Settlement Agreement in the Case of Castro v. Clackamas County, Chris Hoy, et,al
2. Board Order No. \_\_\_\_\_ Related to a Previously Denied Comprehensive Plan Map Amendment and Zone Change Application - *Previously heard at the March 2, 2019 Land Use hearing*

**G. Community Corrections**

1. Approval of Software License Agreement with CorrectTech, Inc. for Community Corrections - *Procurement*

**IV. DEVELOPMENT AGENCY**

1. Approval of an Intergovernmental Agreement between Clackamas River Water and the Clackamas County Development Agency relating to the Clackamas Regional Center Mobility Improvement Project
2. Approval of the Fourth Amendment to the Disposition Agreement with Bottling Group, LLC

**V. COUNTY ADMINISTRATOR UPDATE**

**VI. COMMISSIONERS COMMUNICATION**





**OFFICE OF COUNTY COUNSEL**

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

May 2, 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 a Board Order for Boundary Change Proposal CL 19-001  
Annexation to Tri-City County Service District

<b>Purpose/Outcome</b>	Conduct Public Hearing/Approve Order
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	Not Applicable
<b>Duration</b>	Permanent
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
<b>Contact Person</b>	Ken Martin, Boundary Change Consultant – 503-222-0955 Nate Boderman, Assistant County Counsel

**BACKGROUND:**

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Tri-City County Service District is such a district.

Proposal No. CL 19-001 is a proposed annexation to Tri-City County Service District (“District”).

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute [ORS 198.720(1)] the City of Oregon City has approved this petition.

This proposal was initiated by a consent petition of property owners. The petition meets the requirement for initiation set forth in ORS 198.857, ORS 198.750 (section of statute which

specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the southern part of the District. The territory contains 1.3 acres, 1 single family dwelling, a population of 4 and is valued at \$374,368.

## **REASON FOR ANNEXATION**

The property owners desire sewer service to facilitate development of two additional single family lots.

## **CRITERIA**

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Tri-City County Service District and the City of Oregon City do have an agreement calling for the District to be the provider sewage treatment and transmission for the City. The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and Clackamas County Service District # 1 to create Water Environment Services, an ORS 190 partnership ("WES") as a collective service provider for all three districts. If annexed into the District, the property will receive sewerage treatment and transmission from WES under such agreement. Local sewerage collection will continue to be provided by the City.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party<sup>1</sup>; and
3. The proposed effective date of the boundary change.

Service availability is covered in the proposed findings. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:

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<sup>1</sup> A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
  - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
  - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
  - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services;
  - (E) Any applicable comprehensive plan;
  - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
  - (B) Affect the quality and quantity of urban services; and
  - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in the findings attached in the proposed order. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District. A draft order with proposed findings is attached hereto for the Board's consideration. The territory, if annexed into the District, will be served (major transmission and treatment) by Water Environment Services pursuant to that certain ORS 190 Partnership entered into by the District with Clackamas County Service District # 1 and the Surface Water Management Agency of Clackamas County, as amended from time to time.

**RECOMMENDATION:**

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-19-001, annexation to Tri-City County Service District.

Respectfully submitted,



Nate Boderman  
Assistant County Counsel

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

In the Matter of Approving  
Boundary Change Proposal No.  
CL 19-001



Board Order No. \_\_\_\_\_

**Whereas**, this matter coming before the Board at this time, and it appearing that the owner of all the land in the territory to be annexed has petitioned to annex the territory to Tri-City County Service District; and

**Whereas**, it further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

**Whereas**, it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

**Whereas**, it further appearing that this matter came before the Board for public hearing on May 2, 2019 and that a decision of approval was made on May 2, 2019;

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Boundary Change Proposal No. CL 19-001 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Tri-City County Service District as of May 2, 2019

**DATED** this 2<sup>nd</sup> day of May, 2019.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

## FINDINGS

Based on the study and the public hearing the Board found:

1. Proposal No. CL 19-001 is a proposed annexation to Tri-City County Service District ("District").
2. If the Board approves the proposal the boundary change will become effective immediately.
3. The territory to be annexed contains 1.3 acres, 1 single family dwelling, a population of 4 and is valued at \$374,368.
4. The property owners desire sewer service to facilitate development of two additional single family lots.
5. Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Tri-City County Service District and the City of Oregon City do have an agreement calling for the District to be the provider of sewerage treatment and transmission for the City. The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and Clackamas County Service District # 1 to create Water Environment Services, an ORS 190 partnership ("WES") as a collective service provider for all three districts. If annexed into the District, the property will receive sewerage treatment and transmission from WES under such agreement.

6. Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:
  1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
  2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party<sup>1</sup>; and
  3. The proposed effective date of the boundary change.

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted in Finding No. 2.

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<sup>1</sup> A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.



To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
  - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
  - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
  - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
  - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services;
  - (E) Any applicable comprehensive plan;
  - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
  - (A) Promote the timely, orderly and economic provision of public facilities and services;
  - (B) Affect the quality and quantity of urban services; and
  - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in Finding 8. No concept plans cover this area.

7. Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District.
8. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall “. . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195.” ORS 197.015 says “Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components.” The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

9. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

\* \* \*

- 6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.

10. Upon annexation to the City of Oregon City the property owner applied for a land division to allow for the additional two lots. This was approved by the City Planning Commission on November 26, 2018.
11. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
12. The City of Oregon City has an 8-inch sewer line in Clearwater Place adjacent to the east edge of the property. WES, as the service provider for the District, will provide major transmission and treatment of sewerage.
13. The City has a 12-inch water line in Clearwater Place adjacent to the east edge of the site.
14. The area receives police service from the City of Oregon City.

15. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.
16. The area to be annexed receives parks and recreation service from the City of Oregon City.

### **CONCLUSIONS AND REASONS FOR DECISION**

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 6 & 11 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes the City and the District have agreed which entity will provide which aspects of sewer service to the area.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County Comprehensive Plan and the Oregon City Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District, through Water Environment Services, has service available to the area to be annexed as noted in Finding No. 12. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.





AKS ENGINEERING & FORESTRY, LLC  
 12965 SW Herman Road, Suite 100, Tualatin, OR 97062  
 P: (503) 563-6151 F: (503) 563-6152

AKS Job #3062

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - KEIZER, OR - BEND, OR

## EXHIBIT B

### Annexation Description

A portion of Lot 2, Block A of the vacated plat "Westover Acres", Plat No. 396, Clackamas County Plat Records, and a portion of right-of-way, located in the Southeast One-Quarter of Section 4, Township 3 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Beginning at the northwest corner of said Lot 2, also being on the southerly right-of-way line of Maplelane Road (30.00 feet from centerline) and on the City of Oregon City city limits line; thence leaving said southerly right-of-way line along said city limits line, North 22°49'00" West 60.00 feet to the northerly right-of-way line of Maplelane Road (30.00 feet from centerline); thence leaving said city limits line along said northerly right-of-way line, North 67°11'00" East 175.00 feet to the City of Oregon City city limits line; thence leaving said northerly right-of-way line along said city limits line, South 22°49'00" East 60.00 feet to the northeast corner of Document Number 2016-013090, Clackamas County Deed Records, also being the intersection of the southerly right-of-way line of Maplelane Road (30.00 feet from centerline) and the westerly right-of-way line of Clearwater Place (variable width from centerline); thence along said westerly right-of-way line and continuing along said city limits line, South 00°58'00" East 236.07 feet to the southeast corner of said deed; thence along the south line of said deed and continuing along said city limits line, South 89°02'00" West 162.43 feet to the southwest corner of said deed; thence along the west line of said deed and continuing along said city limits line, North 00°58'00" West 170.93 feet to the Point of Beginning.

The above described tract of land contains 1.00 acre, more or less.

2/14/2019

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

*Nick White*

OREGON  
 JANUARY 9, 2007  
 NICK WHITE  
 70652LS

RENEWS: 6/30/20

# EXHIBIT C

A PORTION OF LOT 2, BLOCK A OF THE VACATED PLAT "WESTOVER ACRES",  
 PLAT NO. 396, AND A PORTION OF RIGHT-OF-WAY, LOCATED IN THE  
 SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 2 EAST,  
 WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON



2/14/2019

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

*Nick White*

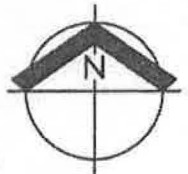
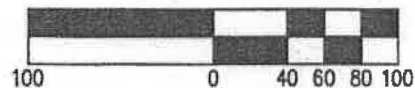
OREGON  
 JANUARY 9, 2007  
 NICK WHITE  
 70652LS

RENEWS: 6/30/20

## PREPARED FOR

CITY OF OREGON CITY  
 221 MOLALLA AVENUE, SUITE 200  
 OREGON CITY, OR 97045

SCALE: 1" = 100 FEET



CITY OF OREGON CITY ANNEXATION  
 (ORD. #18-1031 AN-18-0002)

AKS ENGINEERING & FORESTRY, LLC  
 12965 SW HERMAN RD, STE 100  
 TUALATIN, OR 97062  
 P: 503.563.6151 F: 503.563.6152 aks-eng.com



EXHIBIT  
**A**

DRWN: WCB  
 CHKD: NSW  
 AKS JOB:  
 3062



**OFFICE OF COUNTY COUNSEL**

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

May 2, 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 a Board Order for Boundary Change Proposal CL 19-002  
Annexation to Sunrise Water Authority

<b>Purpose/Outcome</b>	Conduct Public Hearing/Approve Order
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	Not Applicable
<b>Duration</b>	Permanent
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
<b>Contact Person</b>	Ken Martin, Boundary Change Consultant – 503-222-0955 Nate Boderman, Assistant County Counsel

**BACKGROUND:**

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a water authority and Sunrise Water Authority is such a district.

Proposal No. CL 19-002 is a proposed annexation to Sunrise Water Authority (“District”).

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute [ORS 198.720(1)] the City of Happy Valley has approved this petition.

This proposal was initiated by a consent petition of the owners of all the property to be annexed. The petition meets the requirement for initiation set forth in ORS 198.857, ORS 198.750

(section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the central part of the District. The territory contains 8.16 acres, is vacant and is valued at \$229,900.

## **REASON FOR ANNEXATION**

The property owners desire water service to facilitate construction of a new elementary school which has been approved for the site by the City of Happy Valley.

## **CRITERIA**

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party<sup>1</sup>; and
3. The proposed effective date of the boundary change.

Service availability is covered in the proposed findings. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
  - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
  - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
  - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;

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<sup>1</sup> A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services;
  - (E) Any applicable comprehensive plan;
  - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
  - (B) Affect the quality and quantity of urban services; and
  - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plans as stated in the findings attached. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District. A draft order with proposed findings is attached hereto for the Board's consideration.

**RECOMMENDATION:**

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-19-002, annexation to Sunrise Water Authority.

Respectfully submitted,



Nate Boderman  
Assistant County Counsel



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

In the Matter of Approving  
Boundary Change Proposal No.  
CL 19-002



Board Order No. \_\_\_\_\_

**Whereas**, this matter coming before the Board at this time, and it appearing that all of the owners of the land in the territory to be annexed have petitioned to annex the territory to Sunrise Water Authority; and

**Whereas**, it further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

**Whereas**, it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

**Whereas**, it further appearing that this matter came before the Board for public hearing on May 2, 2019 and that a decision of approval was made on May 2, 2019;

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Boundary Change Proposal No. CL 19-002 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Sunrise Water Authority as of May 2, 2019

**DATED** this 2<sup>nd</sup> day of May, 2019.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

## FINDINGS

Based on the study and the public hearing the Board found:

1. Proposal No. CL 19-002 is a proposed annexation to Sunrise Water Authority.
2. If the Board approves the proposal the boundary change will become effective immediately.
3. The territory to be annexed contains 8.16 acres, is vacant and is valued at \$229,900.
4. The property owners desire water service to facilitate construction of a new elementary school which has been approved for the site by the City of Happy Valley.
5. Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party<sup>1</sup>; and
3. The proposed effective date of the boundary change.

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted in Finding 2.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
  - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;

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<sup>1</sup> A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
  - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
  - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services;
  - (E) Any applicable comprehensive plan;
  - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
  - (B) Affect the quality and quantity of urban services; and
  - (C) Eliminate or avoid unnecessary duplication of facilities and services

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in Finding 8. No concept plans cover this area.

6. Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District.
7. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall " . . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195." ORS 197.015 says "Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components." The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found



not to contain any directly applicable standards and criteria for boundary changes.

8. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:

POLICIES

Water

\* \* \*

- 15.0 Require water purveyors in urban areas to coordinate the extension of water services with other key facilities, i.e., transportation, sanitary sewers, and storm drainage facilities, necessary to serve additional lands.
9. The territory is inside the City of Happy Valley and has a zoning designation of RRFF-5. As noted above in Finding 4 the City has approved the elementary school for this site.
  10. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to water service in this area of Clackamas County.
  11. This property is within Clackamas County Service District # 1. WES, as the service provider for that district is constructing a 10-inch sewer line in Vogel Road to serve the site.
  12. The Sunrise Water Authority is upgrading the existing line in Vogel Road to a 12-inch line to serve the site.
  13. The area receives police service from the Clackamas County Sheriff's Department.
  14. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the Water Authority.

**CONCLUSIONS AND REASONS FOR DECISION**

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 5 & 10 there

are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.

2. The Metro Code calls for consistency between the Board decision and any “applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services.” The area is served by the Sunrise Water Authority and no other entity has the capability of serving this site.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County’s Comprehensive Plan and the Happy Valley Comprehensive Plan under which the City has approved the school) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District has service available to the area to be annexed as noted in Finding No. 12. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.



AKS ENGINEERING & FORESTRY, LLC  
12965 SW Herrman Road, Suite 100, Tualatin, OR 97062  
P: (503) 563-6151 F: (503) 563-6152

AKS Job #5839

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - KEIZER, OR - BEND, OR

## EXHIBIT B

### Sunrise Water Authority Annexation Description

A tract of land and a portion of right-of-way, located in the Northeast One-Quarter of Section 6, Township 2 South, Range 3 East, Willamette Meridian, City of Happy Valley, Clackamas County, Oregon, and being more particularly described as follows:

Commencing at the northeast corner of said Section 6; thence along the east line of said Section 6, South 00°39'18" West 1347.78 feet to the southerly right-of-way line of SE Vogel Road (20.00 feet from centerline) and the Sunrise Water Authority limits line; thence along said southerly right-of-way line and said Sunrise Water Authority limits line, North 89°08'10" West 377.99 feet to the southerly extension of the easterly line of Document Number 2017-084462, Clackamas County Deed Records and the Point of Beginning; thence continuing along said southerly right-of-way line and said Sunrise Water Authority limits line, North 89°08'10" West 279.89 feet to the southerly extension of the westerly line of said deed; thence along said southerly extension and the westerly line of said deed and said Sunrise Water Authority limits line, North 00°34'01" East 1018.65 feet to the northwesterly corner of said deed; thence leaving said Sunrise Water Authority limits line along the northerly line of said deed, South 89°05'02" East 405.57 feet to the northeasterly corner of said deed; thence along the easterly line of said deed, South 00°36'40" West 560.00 feet; thence continuing along said easterly line, North 89°06'37" West 124.98 feet; thence continuing along said easterly line and the southerly extension thereof, South 00°35'59" West 458.34 feet to the Point of Beginning.

The above described tract of land contains 8.16 acres, more or less.

9/6/2018

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

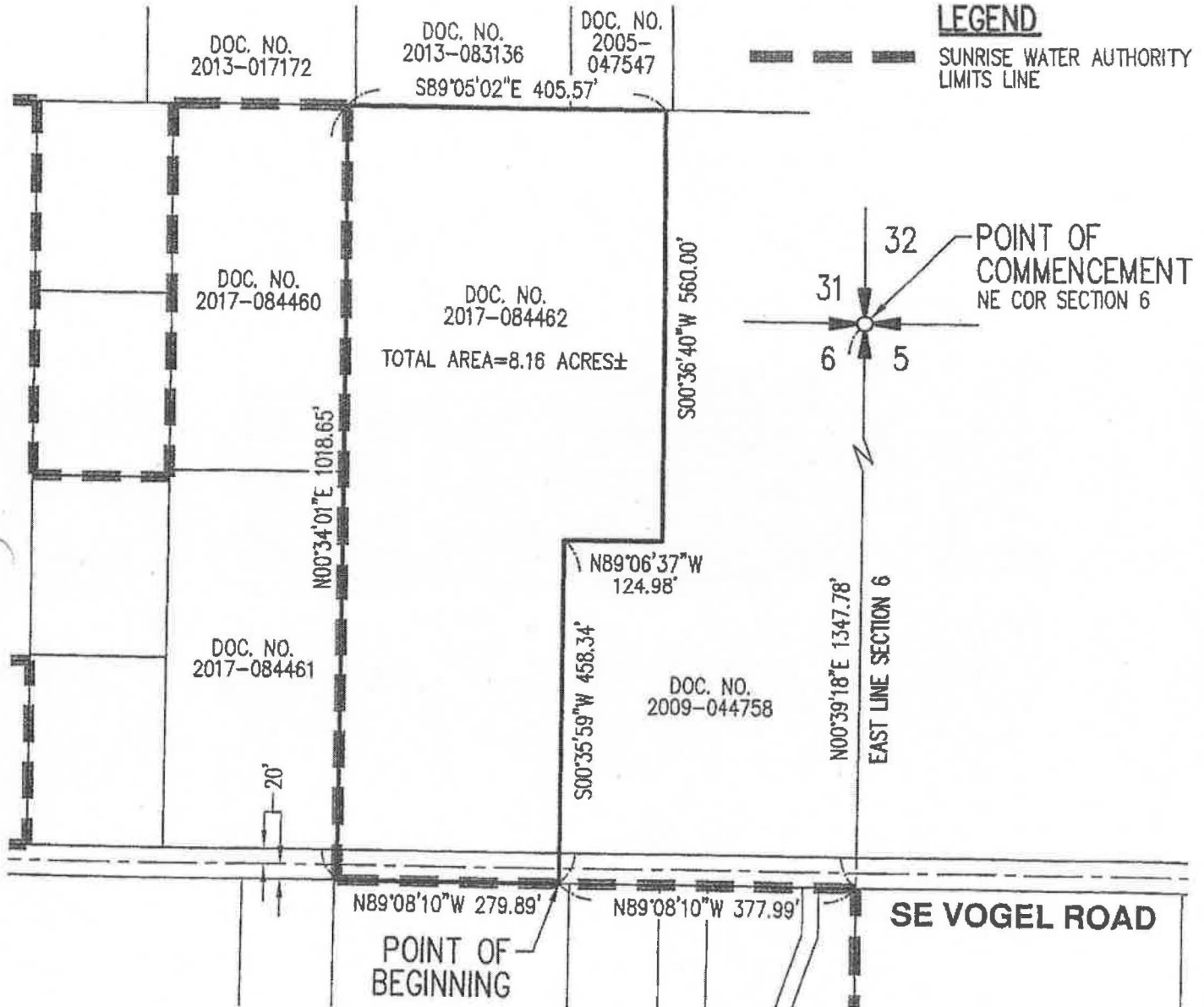
OREGON  
JANUARY 9, 2007  
NICK WHITE  
70652LS

RENEWS: 6/30/20



# EXHIBIT C

A TRACT OF LAND AND A PORTION OF RIGHT-OF-WAY,  
 LOCATED IN THE NORTHEAST 1/4 OF SECTION 6,  
 TOWNSHIP 2 SOUTH, RANGE 3 EAST, WILLAMETTE MERIDIAN,  
 CITY OF HAPPY VALLEY, CLACKAMAS COUNTY, OREGON



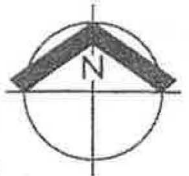
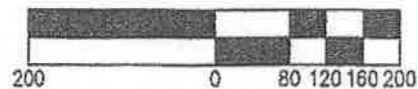
9/5/2018

REGISTERED PROFESSIONAL LAND SURVEYOR

*Nick White*  
 OREGON  
 JANUARY 9, 2007  
 NICK WHITE  
 70652LS  
 RENEWS: 6/30/20

123456789  
 PREPARED FOR  
 NORTH CLACKAMAS SCHOOL DISTRICT  
 12400 SE FREEMAN WAY  
 MILWAUKIE, OR 97222  
 FEB 2015  
 RECEIVED CLACKAMAS COUNTY ASSESSOR

SCALE: 1" = 200 FEET



SUNRISE WATER AUTHORITY (SWA)  
 ANNEXATION MAP

EXHIBIT  
**B**

AKS ENGINEERING & FORESTRY, LLC  
 12965 SW HERMAN RD, STE 100  
 TUALATIN, OR 97062  
 P: 503.563.6151 F: 503.563.6152 aks-eng.com



DRWN: WCB  
 CHKD: NSW  
 AKS JOB:  
 5839



**DAN JOHNSON**  
DIRECTOR

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

May 2, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

A Board Order setting the final assessments for the Starview Lane LID

<b>Purpose/Outcomes</b>	A public hearing to set the final assessments for the Starview Lane LID.
<b>Dollar Amount and Fiscal Impact</b>	Final construction cost is \$69,549.57. LID will reimburse \$65,549.57. DTD will contribute \$4,000.00
<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>	4/11/19 BCC Business Meeting – Order No. 2019-40 accepting the final report and setting a public hearing for May 2, 2019, and ordering the DTD Director to send written notice of the hearing.
<b>Strategic Plan Alignment</b>	-Build a strong infrastructure.
<b>Counsel Review</b>	Reviewed and approved by County Counsel on 04/23/19
<b>Contact Person</b>	Kenneth Kent, DTD Engineering, Senior Planner 503-742-4673

**BACKGROUND:**

On April 11, 2019, the Board accepted the Final Report for the Starview Lane LID and set the hearing date to hear objections to final assessments for May 2, 2019. The Board ordered the Department of Transportation and Development to send written notice of the hearing of objections, the amount of the completed costs of the improvement, and the final assessment based on the completed improvements for all properties benefited by the Starview Lane LID.

Subsequent to this Order all property owners were notified of the hearing and of their proposed final assessment. After hearing objections, if any, from the benefitting owners, the board is asked to approve the attached Order accepting the final assessments for the improvements within the Starview Lane LID.

This Order further instructs staff to mail letters to the property owners advising them of the final assessment and offering payment options including long term financing. The costs of the LID are the responsibility of the benefited property owners. The cost of the project will be reimbursed by assessments against benefitting property owners as set forth in the attached Board Order.

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:**

It is recommended that the Board approve and sign this Order imposing final assessments for the Starview Lane Local Improvement District.

Respectfully submitted,

Kenneth Kent,  
Senior Planner

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

In the Matter of Completed Street and Storm  
Drainage Improvement for Starview Lane,  
Road Number P2431, Located in Sections  
12B and 12C, T3, R3E, W.M., Clackamas  
County, Oregon



Order No. \_\_\_\_\_  
Page 1 of 2

This matter coming before the Clackamas County Board of Commissioners at the regularly scheduled public meeting on May 2, 2019, that by Order No. 2016-70, in accordance with ORS 371.635, the Board of County Commissioners did order that the public road, Starview Lane, located in Sections 12B and 12C, T3, R3E, W.M., Clackamas County, Oregon, 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 reported the same to the Board of County Commissioners; and

**WHEREAS**, that on April 11, 2019, the Board of Commissioners by Order No. 2019-40 accepted the final report for this project and set the time and place of the hearing of objections to the assessments, and the Board of Commissioners directed that letters be mailed to the owners of each parcel of land proposed to be assessed, containing written notice of the time and place for the hearing of objections and the amounts of the proposed assessments against the owners' land; and

**WHEREAS**, in considering written objections and evidence submitted at the public hearing, that the assessments proposed to be charged against benefited property are all properly included and that each of the proposed assessments is justified by special benefit to the property to be assessed.

**NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby order:** that the amounts shown on the attached Exhibit A are hereby assessed against properties shown in the attached Exhibit A pursuant to the applicable provisions of ORS Chapter 223, ORS 371.605 to 371.660 and the County's assessment ordinance, and the Clackamas County Board of Commissioners hereby certifies Exhibit A pursuant to ORS 371.650.

**IT IS FURTHER ORDERED**, that within 30 days of written notice, each assessment levied hereby must be paid in full or proper application must be made under ORS 223.210 to pay any assessment in installments over a ten (10) year period, including interest thereon; and

**IT IS FURTHER ORDERED**, that the Department of Transportation and Development shall notify each property owner or reputed owner of the assessment and provide additional information necessary to apply for installment payments; and

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

In the Matter of Completed Street and Storm  
Drainage Improvement for Starview Lane,  
Road Number P2431, Located in Sections  
12B and 12C, T3, R3E, W.M., Clackamas  
County, Oregon



Order No. \_\_\_\_\_  
Page 2 of 2

**IT IS FURTHER ORDERED**, that this instrument be recorded with the County Clerk, who shall endorse thereon the date of the filing thereof and record and index it in the Assessment Lien Docket of Clackamas County in the office of the County Clerk and in the real property records of Clackamas County.

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

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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



**EXHIBIT A  
STARVIEW LANE  
LOCAL IMPROVEMENT DISTRICT  
FINAL ASSESSMENTS  
May 2019**

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 19464 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 03003	A+B+C	\$3,599.90
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



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

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

May 2, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Public Hearing for the Adoption of Findings and a Resolution Establishing an Exemption for a Class of Public Improvement Contracts for Contemporaneous Development

<b>Purpose / Outcome</b>	Public hearing for the approval of Findings and a Resolution establishing an exemption for a class of public improvement contracts.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	No County General Funds involved.
<b>Duration</b>	Indefinite.
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	1. Build a strong infrastructure. 2. Build public trust through good government.
<b>Contact Person</b>	George Marlton, Procurement Division Director x5442

**BACKGROUND:**

Various Clackamas County departments have encountered situations where an entity is engaging in or planning to engage in a construction project and the County would benefit from being able to contract directly with the entity or their contractor to construct additional public improvements on or in close proximity to the site being developed. In those instances where the entity agrees to make the improvements, the County needs to be able to directly contract with them in order to realize the benefits of resources already being available and mobilized on the nearby property.

Example situations:

1. Water Environment Services (“WES”) requires a developer building a subdivision to construct on-site public sanitary sewer or storm systems, and WES requests the installation of the service connection laterals to each of the adjacent properties for future connections.
2. A developer of a subdivision is required to install an eight-inch sanitary sewer or storm pipe to serve the property, but WES would like a twelve-inch pipe installed in anticipation of future demand.
3. The Department of Transportation and Development has required a developer to install sidewalks and curbing along with paving for half of the road, and it would be beneficial to have the other side of the street upgraded with sidewalks, curbing and new paving at the same time.

4. A developer is required to install new curb ramps adjacent to its property to comply with requirements under the Americans with Disabilities Act, and it would be beneficial for connecting curb ramp facilities located offsite to be constructed at the same time.

**EXEMPTION PROCESS:**

ORS 279C.335 and LCRB C-049-0600 allow the Board to grant an exemption for a class of public improvement projects. ORS 279C.335 requires the local contract review board to approve a definition of the class of contracts to be exempt and two main findings: (1) that the exemption is unlikely to encourage favoritism in the awarding of public improvement contracts or substantially diminish competition; and (2) awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency or public.

In making findings to support an exemption for a class of public improvement contracts, the agency shall clearly identify the class using the class's defining characteristics. The characteristics must include a combination of project descriptions or locations, time periods, contract values, methods of procurement or other factors that distinguish the limited and related class of public improvement contracts from the agency's overall construction program.

The Contemporaneous Development Exemption will be applicable to Clackamas County, Water Environment Services, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, North Clackamas Parks and Recreation District and any other district or agency governed by the Board of County Commissioners and using the Clackamas County Local Contract Review Board rules.

**PROPOSED EXEMPTION:**

Staff submits the attached Resolution, Findings in Support of an Exemption for a Class of Public Improvement Contracts for Contemporaneous Development in Exhibit A, and the Identification of Class and Requirements for Use for Contemporaneous Development in Exhibit B.

**PROCUREMENT PROCESS:**

In accordance with ORS 279C.335 and LCRB C-049-0600, Procurement published a notice in the Daily Journal of Commerce on April 17, 2019 notifying the public of a public hearing on May 2, 2019 to discuss the draft findings for the exemption. Procurement also published the draft Findings on the County Procurement website on April 17, 2019.

**RECOMMENDATION:**

Staff recommends the Board take the following actions:

1. Hold a public hearing to provide the opportunity for members of the public to provide statements related to the request for an exemption.
2. Direct staff to make any changes necessary to the proposed exemption as a result of the Board's consideration of any testimony received.
3. Barring the need for significant revisions to the exemption findings, proceed with approval of the Resolution adopting the Findings and establishing the Contemporaneous Development Exemption.

Respectfully submitted,



George Marlton, Division Director  
Procurement & Contract Services

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

A Resolution Adopting  
Findings and Establishing a  
Procurement Class Exemption  
for Contemporaneous  
Development Projects



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

WHEREAS, various Clackamas County (“County”) departments have encountered situations where an entity is engaging in or planning to engage in a construction project and the County would benefit from being able to contract directly with the entity’s existing contractor to construct additional public improvements on or in close proximity to the site being developed (“Contemporaneous Development”);

WHEREAS, Oregon law requires contracts for public improvements to be based on competitive bids unless the local contract review board grants an exemption under ORS 279C.335;

WHEREAS, ORS 279C.335 requires the local contract review board to approve a definition of the class of contracts to be exempt and make certain findings that 1) the exemption is unlikely to encourage favoritism in the awarding of public improvement contracts or substantially diminish competition, and 2) awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the agency or public;

WHEREAS, draft findings, attached hereto as Exhibit A and incorporated herein (“Findings”), addressing the considerations above were available 14 days in advance of the public hearing on this Resolution;

WHEREAS, the Board has reviewed the Findings and is satisfied with the supporting information and materials that has been provided to justify the approval of the Contemporaneous Development Exemption;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

1. The Board adopts the Findings as set forth in Exhibit A to this Resolution, attached hereto and incorporated herein, which conclude the following:
  - a. The exemption from competitive bidding is unlikely to encourage favoritism or substantially diminish favoritism; and
  - b. The exemption from competitive bidding is likely to result in substantial cost savings and other substantial benefits.
2. The Board adopts the Identification of Class and Requirements for Use as set forth in Exhibit B attached hereto and incorporated herein.

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

3. The Board authorizes staff of Clackamas County, Water Environment Services, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, North Clackamas Parks and Recreation District, and any other district or agency governed by the Board of County Commissioners and utilizing the Clackamas County Local Contract Review Board rules, to utilize the Contemporaneous Development Exemption immediately upon adoption of this Resolution.
4. The Board directs County staff to incorporate this Contemporaneous Development Exemption into the next update of the County's Local Contract Review Board rules.

ADOPTED this \_\_\_ day of \_\_\_\_\_, 2019.

CLACKAMAS COUNTY:

\_\_\_\_\_  
Chair

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

# **EXHIBIT A**

## **CONTEMPORANEOUS DEVELOPMENT**

### ***FINDINGS IN SUPPORT OF AN EXEMPTION FOR A CLASS OF PUBLIC IMPROVEMENT CONTRACTS***

The Clackamas County Board of County Commissioners makes these findings to establish an exemption for a class of public improvement contracts (the “Contemporaneous Development Exemption”). The Contemporaneous Development Exemption will be applicable to Clackamas County, Water Environment Services, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, North Clackamas Parks and Recreation District and any other district or agency governed by the Board of County Commissioners.

The Contemporaneous Development Exemption will permit a County department, district, or other agency to contract directly with a Person, defined below, to perform certain construction work, including public improvements, minor alterations or repairs (“Construction”), provided the conditions of the exemption are satisfied.

#### **A. Alternative Contracting Exemption under Oregon Law**

Oregon law requires all contracts for public improvement projects to be based on competitive bids unless the local contract review board grants an exemption under ORS 279C.335, which is also reflected in Clackamas County’s Local Contract Review Board (“LCRB”) rule C-049-0600. ORS 279C.335 requires the local contract review board to approve a definition of the class of contracts to be exempt and two main findings: (1) that the exemption is unlikely to encourage favoritism in the awarding of public improvement contracts or substantially diminish competition; and (2) awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency or public.

In making findings to support an exemption for a class of public improvement contracts, the agency shall clearly identify the class using the class’s defining characteristics. The characteristics must include a combination of project descriptions or locations, time periods, contract values, methods of procurement or other factors that distinguish the limited and related class of public improvement contracts from the agency’s overall construction program.

#### **B. Background Information**

When a Person, defined below, is engaged in a development or construction project, they typically need to make improvements to comply with land use or other permitting requirements. A Person is defined in the LCRB rules as an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public corporation or any other legal or commercial entity (“Person”). While the Person is already mobilizing resources to make those improvements, the County could benefit by contracting directly with that Person or their contractor to make additional improvements to infrastructure owned or managed by the County. In those instances where the Person agrees to make the improvements, the County needs to be able to directly contract with the Person or their contractor in order to realize the benefits of resources already being available and mobilized on the nearby property.

Example situations:

1. Water Environment Services (“WES”) requires a developer building a subdivision to construct on-site public sanitary sewer or storm systems, and WES requests the installation of the service connection laterals to each of the adjacent properties for future connections.
2. A developer of a subdivision is required to install an eight-inch sanitary sewer or storm pipe to serve the property, but WES would like a twelve-inch pipe installed in anticipation of future demand.

3. The Department of Transportation and Development has required a developer to install sidewalks and curbing along with paving for half of the road, and it would be beneficial to have the other side of the street upgraded with sidewalks, curbing and new paving at the same time.
4. A developer is required to install new curb ramps adjacent to its property to comply with requirements under the Americans with Disabilities Act, and it would be beneficial for connecting curb ramp facilities located offsite to be constructed at the same time.

## C. Findings

### 1. Class Defining Characteristics.

The Contemporaneous Development Exemption permits the direct procurement of construction services without competitive bids or proposals when a Person\* is engaged, or is planning to engage, in a development or construction project within Clackamas County and adjacent to an area where a Contracting Agency\* desires to perform certain construction work, including Public Improvement\*, minor alterations or repairs (“Construction”). In order for a Construction project to qualify for this exemption, the department director of the Contracting Agency (“Department Director”) must show, in writing, that the following requirements are met:

1. The Construction work would occur adjacent to, or within close proximity of, the Person’s existing or planned project;
2. Contracting Agency has identified the Construction work through one of the following methods:
  - i. Identified in an adopted capital improvement plan or other inventory list of infrastructure needs; or
  - ii. Upon a recommendation by the Director of the Department;
3. The Person engaged, or planning to engage, in the development project is willing and able to perform the Construction work;
4. Contracting Agency has sufficient funds to complete the Construction work;
5. The use of this class exemption will result in cost savings and efficiencies as a result of the Person’s equipment or other resources, including engineering or other personal services, being present or utilized for project work adjacent to, or within close proximity of, where Contracting Agency desires the Construction work to take place; and
6. The use of this exemption is in the public’s best interest.

### 2. No favoritism or diminished competition.

The use of this exemption will not encourage favoritism or diminish competition as the Person, not the County, selects the contractor who will perform the work. Further, the kinds of projects contemplated by this exemption are effectively projects of opportunity wherein the County receives a benefit from already mobilized resources on nearby property. That, by its very nature, is unlikely to encourage favoritism because the County typically would not know the details of a project, let alone who the contractor performing the work would be, until the permitting phase. The opportunity to contract with the County is open to anyone who is engaging in development within proximity of an area the County has determined is in need of improvements. In addition, the proposed exemption has multiple safeguards and review processes that are intended to prevent over-application of this exemption to projects not intended to be covered. Only a narrow category of projects would qualify for the exemption, with all others following standard competitive bidding procurement procedures.

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\* As defined in the Clackamas County Local Contract Review Board Rules.



These factors all support a finding that the exemption would not encourage favoritism or diminish competition.

3. Substantial cost savings or other benefits.

Approval of the exemption will result in significant savings for the County for the following reasons: there will not be a need to produce a separate full set of plans and specifications, or a need to obtain separate permits; construction mobilization costs will typically be lower as they are absorbed by the existing project; unit material costs are typically lower when purchased in larger quantities as a part of a larger project; and indirect and overhead costs are typically lower for public improvements that are added to existing development projects. Other substantial benefits include reduced traffic delay for the public; improved road safety where there is an urgent condition or situation; fewer instances of mismatched improvements where portions of the same roadway section are upgraded in separate pieces; more streamlined traffic control with a single contractor responsible for scheduling the work and the finished work product; greater access to public services such as sewer; and potential access to resources or specialized equipment that allow the contractor to complete the work more quickly and efficiently. Being able to take advantage of these resources when available enables the County to make long-term infrastructure updates and other enhancements that might not otherwise occur, ultimately benefiting the public using those improvements.

In making the finding of substantial cost savings or other substantial benefits, the Board must consider the following factors to the extent applicable to the particular class of public improvement contracts:

- a. *How many persons are available to bid.* Typically 3-5 companies will bid on small scale projects like the ones contemplated by this exemption.
- b. *The construction budget and the projected operating costs for the completed public improvement.* Each project will have its unique specifications and associated costs. While most projects will likely be under \$50,000, some projects may be significantly more based on the project circumstances. The operating costs of the completed improvements will typically not be significant due to the smaller scale of the projects and will typically be a small part of a larger inventory already being operated and maintained by the County or other affiliated entity.
- c. *Public benefits that may result from granting the exemption.* See discussion above.
- d. *Whether value engineering techniques may decrease the cost of the public improvement.* Value engineering techniques are typically not employed on small public improvements like short sewer line extensions or sewer line lateral installations; however, those techniques may be employed by the construction team as a part of the larger project.
- e. *The cost and availability of specialized expertise that is necessary for the public improvement.* The County will have access to the specialized expertise that the Person engaged in development has obtained and mobilized for their project.
- f. *Any likely increases in public safety.* The County will benefit from reductions in road closures, traffic adjustments, and trenching; improved road safety where there is an urgent situation; decreases in public health risks if a public improvement addresses a failing septic system; and other benefits that necessarily flow from consolidating multiple projects into a single effort.
- g. *Whether granting the exemption may reduce risks to the agency that are related to the public improvement.* There will potentially be a lower financial risk and a lower safety risk to County staff who would otherwise be required to design and construct the improvement as a standalone project.

- h. Whether granting the exemption will affect the sources of funding for the public improvement.* No, the use of the exemption would not impact the source of funding. Further, any department utilizing the exemption must have resources available in its current budget to cover the cost of the project, so additional funding from other sources not included in a department's budget are not contemplated by this exemption.
- i. Whether granting the exemption will better enable the agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement.* The use of this exemption will expedite the time it would take to contract for and construct the improvements. In terms of market conditions, the expedited time table would allow the County to take advantage of the best pricing for materials and services in the current market, instead of allowing prices to potentially inflate over a longer period of time.
- j. Whether granting the exemption will better enable the agency to address the size and technical complexity of the public improvement.* The ability to add a public improvement project onto a larger ongoing project results in less technical complexity for the County, as it would not be required to directly manage the design and construction contracts.
- k. Whether the public improvement involves new construction or renovates or remodels an existing structure.* Typically the public improvement would involve new construction, but it could also involve redevelopment situations.
- l. Whether the public improvement will be occupied or unoccupied during construction.* Not applicable to the types of public improvements currently contemplated under this exemption.
- m. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions.* The public improvements will typically be constructed in a single phase that is managed by the entity responsible for the initial project.
- n. Whether the contracting agency or state agency has, or has retained under contract, and will use contracting agency or state agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency or state agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.* County staff have sufficient experience in working with public improvement projects to negotiate, administer and enforce the terms of the resulting contract, which will be substantially similar to the County's standard public improvement or personal service contracts.

#### **D. Reservation of Rights**

ORS 279C.335(6) provides that the representations in and the accuracy of these findings are the bases for the class exemption if adopted by a Board resolution. These findings also describe, to some extent, anticipated features of the resulting public improvement contracts, but the final parameters of those contracts are those characteristics that will be negotiated between the department and the Person, and the Board specifically reserves all of its rights in this regard.

## EXHIBIT B

### Contemporaneous Development Exemption:

#### Identification of Class and Requirements for Use

The Contemporaneous Development Exemption permits the direct procurement of construction services without competitive bids or proposals when a Person\* is engaged, or is planning to engage, in a development or construction project within Clackamas County and adjacent to an area where a Contracting Agency\* desires to perform certain construction work, including Public Improvement\*, minor alterations or repairs ("Construction"). In order for a Construction project to qualify for this exemption, the department director of the Contracting Agency ("Department Director") must show, in writing, that the following requirements are met:

1. The Construction work would occur adjacent to, or within close proximity of, the Person's existing or planned project;
2. Contracting Agency has identified the Construction work through one of the following methods:
  - a. Indicated in an adopted capital improvement plan or other inventory list of infrastructure needs; or
  - b. Upon a recommendation by the Director of the Department;
3. The Person engaged, or planning to engage, in the development project is willing and able to perform the Construction work;
4. Contracting Agency has sufficient funds to complete the Construction work;
5. The use of this class exemption will result in cost savings and efficiencies as a result of the Person's equipment or other resources, including engineering or other personal services, being present or utilized for project work adjacent to, or within close proximity of, where Contracting Agency desires the Construction work to take place; and
6. The use of this exemption is in the public's best interest.

The Department Director will provide a written memorandum summarizing the above information to County Procurement and Contract Services ("Procurement"), who will review for consistency with applicable requirements and obtain any other necessary approvals. For Construction projects over \$100,000, the Department Director or County Procurement must obtain the prior written approval of the County Administrator. Clackamas County Counsel must approve any agreement entered into pursuant to this exemption regardless of dollar value. The Board will be notified prior to the use of this exemption at any dollar amount.

Upon completion of Construction projects over \$100,000 utilizing this class exemption, the Department Director will submit to the Board an evaluation in compliance with ORS 279C.355 detailing the following:

- (a) The actual project cost as compared with original project estimates;
- (b) The amount of any guaranteed maximum price;
- (c) The number of project change orders issued by the contracting agency;
- (d) A narrative description of successes and failures during the design, engineering and construction of the project; and
- (e) An objective assessment of the use of the alternative contracting process as compared to the findings required by ORS 279C.335 that established the class exemption.

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\* As defined in the Clackamas County Local Contract Review Board Rules.

May 2, 2019

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement #DCHS-IGA-E-10145-2019,  
Amendment #1 with Multnomah County Dept. of County Human Services,  
Aging & Disability Services Division for Veterans Directed Care Services

<b>Purpose/Outcomes</b>	To provide supports for Veterans Directed Care services for eligible Veterans who reside in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Agreement total is \$388,154.22. The contract is funded through the Multnomah County provider agreements with the Veterans Administration health care system.
<b>Funding Source</b>	Local Funds - no County General Funds are involved.
<b>Duration</b>	Effective September 1, 2018 and terminates on March 31, 2022
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Counsel Review</b>	County Counsel approved the original agreement on 10/1/19
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	9053

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department request approval of Agreement #DCHS-IGA-E-10145-2019, Amendment #1 with Multnomah County, by and through its Aging, Disability and Veterans Services Division for the delivery of Veterans Directed Care (VDC) services to eligible Veterans who reside in Clackamas County. This Amendment extends the term of the original agreement and adds additional funding of \$341,693.73. Clackamas County Social Services, as part of the State's Aging & Disability Resource Connection (ADRC) network, is participating with Multnomah County to coordinate program delivery for the VDC services. Multnomah County Aging, Disability, and Veterans Services Division (Multnomah ADVSD) is serving as the lead agency and fiscal agent.

The goal of the VDC program is to provide case management supports to veterans who are in need of nursing care at home, have needs that exceed the hours available through the VA's Homemaker/ Home Health Aid Program, and are interested in self-directed care. These services and supports will allow them to remain independent and engaged in their community as long as possible.

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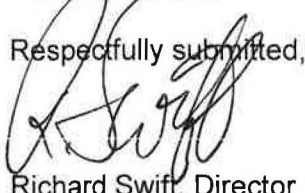
This Amendment was delayed as Multnomah County was not being able to release agreements to its subcontractors until their funding source released their agreement and approved the subcontracts. It is effective April 1, 2019 and extends the term of the original agreement to March 31, 2022 and adds up to \$341,693.73 in funding. No County General Funds are involved in this agreement. The original Agreement was reviewed and approved by County Council on October 1, 2018.

This Agreement is effective September 1, 2018 through March 31, 2019 and provides up to \$46,460 in funding. No County General Funds are involved in this agreement. This Agreement was reviewed and approved by County Council on October 1, 2018.

**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', is written over the text 'Respectfully submitted,'.

Richard Swift, Director  
Health, Housing & Human Services Dept.

**MULTNOMAH COUNTY**  
**INTERGOVERNMENTAL AGREEMENT AMENDMENT**  
*(Amendment to change Contract provisions during contract term.)*

Contract Number DCHS-IGA-E-10145-2019  
Amendment 1

This is an amendment to Multnomah County's Contract referenced above effective April 1, 2019 between Multnomah County, Oregon, hereinafter referred to as County, and Clackamas County Social Services Division, hereinafter referred to as Contractor.

The parties agree:

1. The following changes are made to Contract No. DCHS-IGA-E-10145-2019:
  - a. The term of this agreement shall be from September 1, 2018 to March 31, 2022.
  - b. The per-consultation rate for Care/Service Coordination is reduced from \$421.19 to \$382.90.
  - c. Payment/Billing paragraphs 12, 12.A and 12.B are revised as follows:

**12. PAYMENT/BILLING.** Contractor shall invoice Multnomah County monthly for fees, up to an **estimated maximum of \$341,693.73 for the period 4/1/2019 – 3/31/2022.** Fees are currently:

    - A. Full or Partial Assessment (one-time assessment fee) of **\$703.78** for each full assessment (new Veteran referred and accepted into the program) or **\$351.89** for each partial assessment (Veteran assessed as a poor candidate for the program), up to and not-to-exceed a maximum of **\$20,057.73** for the term period outlined in paragraph 12 above.
    - B. Professional Fees Consultation (case management fee) of **\$382.90** per Veteran per month for an estimated maximum of 840 consultations, up to and not-to-exceed a maximum of **\$321,636.00** for the term period outlined in paragraph 12 above.

(Remaining language in paragraph 12 remains unchanged.)
  - d. The maximum/estimated contract value for the term duration of the Contract is increased to \$388,154.22.
2. All other terms and conditions of the Contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

CONTRACTOR:

County Chair or Designee: Deborah K. Amyles  
 Date: 4/19/19  
 Dept Director or Designee: N/A  
 Date: N/A

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

REVIEWED:

JENNY M. MADKOUR  
 COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney Approved by Jonathan Strauhull (via MMP)  
 Date: 4/11/2019

Approved as to form by: \_\_\_\_\_  
 Date: \_\_\_\_\_

May 2, 2019

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval to apply for FY2018 Youth Homelessness Demonstration Project, Housing and Urban Development (HUD) Grant

<b>Purpose/Outcomes</b>	Develop a comprehensive community plan to prevent and end homelessness among unaccompanied youth through age 24. Then fund, evaluate, and adapt programs as necessary to meet the goal of preventing and ending youth homelessness.
<b>Dollar Amount</b>	Grant award of \$1,000,000- \$15,000,000. HUD will determine final amounts, based on a formula, once all successful applicants have been identified.
<b>Funding Source</b>	HUD is the funding source for this grant. The grant requires a commitment to provide some up-front planning funds. H3S Administration will provide this commitment of funding.
<b>Duration</b>	Summer 2019- Planning process begins, Spring 2020- programs funded for initial 2-year period, ongoing annual reapplication.
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	H3S goal: "Ensuring access to safe, stable housing" Housing and Community Development goal: "85% of houseless individuals served by Continuum of Care (CoC) programs move to or maintain stable housing"
<b>Contact Person</b>	Abby Ahern, H3S-Community Development, Program Planner– 503-650-5663

**BACKGROUND:**

The Community Development Division of the Health, Housing & Human Services Department requests the approval to apply for the Youth Homelessness Demonstration Project grant. HUD is accepting applications from Continua of Care to prevent and end homelessness among unaccompanied youth through age 24. This population has been difficult to engage in services because of a learned distrust of adults and adult systems. This grant could potentially double the amount of funding Clackamas County receives from HUD to address homelessness overall. After the first year of programming, Clackamas County would be eligible to re-apply annually for this sustained funding level.

If awarded, the BCC would have another chance to review the parameters prior to acceptance and contracting.

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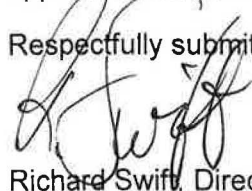


**RECOMMENDATION:**

Staff recommends the approval to apply for this Youth Homelessness Demonstration Project and further recommend that Richard Swift, H3S Director be authorized to sign on behalf of Clackamas County.

Staff also requests a letter of support signed by all commissioners for submission with the grant application. Community Development staff will be happy to prepare such a letter for BCC signatures.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Director  
Health, Housing & Human Services

# Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

## **\*\* CONCEPTION \*\***

*Note: The processes outlined in this form are not applicable to disaster recovery grants.*

### Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: H3S/CD Application for:  Subrecipient funds  Direct Grant  
Grant Renewal?  Yes  No

Name of Funding Opportunity: Youth Homelessness Demonstration Project

Funding Source:  Federal  State  Local: \_\_\_\_\_

Requestor Information (Name of staff person initiating form): Abby Ahern

Requestor Contact Information: abbyahe@clackamas.us 503-650-5663

Department Fiscal Representative: \_\_\_\_\_

Program Name or Number (please specify): Continuum of Care

Brief Description of Project:

The Youth Homelessness Demonstration project has several phases. If awarded, phase one will consist of creating a comprehensive community plan to address and end youth homelessness. Phase one will also include a process of identifying funding priorities. Phase one could take 4-8 months. In phase two, we would select projects that address youth homelessness and meet the goals of the community plan and funding priorities. Eventual project descriptions will not be clear until those projects are identified, however the projects are likely to include rental subsidy programs with case management attached.

Name of Funding (Granting) Agency: Federal Department of Housing and Urban Development

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.hudexchange.info/programs/yhdp/>

**OR**

Application Packet Attached:  Yes  No

Completed By: Abby Ahern Date: 4/17/2019

## **\*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\***

### Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant  Non-Competing Grant/Renewal  Other Notification Date: Summer 2019

CFDA(s), if applicable: \_\_\_\_\_

Announcement Date: 3/14/2019 Announcement/Opportunity #: \_\_\_\_\_

Grant Category/Title: \_\_\_\_\_ Max Award Value: \$15,000,000 (likely up to \$5,000,000)

Allows Indirect/Rate: \_\_\_\_\_ Match Requirement: 25%, provided by program applicants

Application Deadline: 5/15/2019 Other Deadlines: \_\_\_\_\_

Grant Start Date: unclear Other Deadline Description: \_\_\_\_\_

Grant End Date: unclear

Completed By: Abby Ahern

Pre-Application Meeting Schedule: N/A

**Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff**

**Mission/Purpose:**

1. How does the grant support the Department's Mission/Purpose/Goals?

One overarching H3S goal is, "ensuring access to safe, stable housing." By securing more funding to house our community members who are homeless, the grant supports this H3S goal.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

One overarching Community Development goal is, "85% of houseless individuals served by Continuum of Care programs move to or maintain stable housing." If this application is successful, it will increase the number of houseless individuals served by the Continuum of Care, thereby increasing the total number of individuals and households who move to or maintain stable housing.

3. What, if any, are the community partners who might be better suited to perform this work?

Only Clackamas County, as the Continuum of Care designated Collaborative Applicant registered through the FY2018 CoC Program Registration process, is eligible to apply. However, this grant requires a wide community partnership with those serving houseless and at-risk youth. Those partners will be doing to majority of the work this grant would pay for. The Children, Family and Community Connections Division will act as the lead agency during the community planning process, if the grant is successful.

4. What are the objectives of this grant? How will we meet these objectives?

The stated five primary objectives of the YHDP are: 1. Build National Momentum by motivating stakeholders to prevent and end youth homelessness by forming new partnerships, addressing system barriers, conducting needs assessments, testing promising strategies and evaluating their outcomes. 2. Evaluate the coordinated community approach to preventing and ending youth homelessness. 3. Expand Capacity to serve homeless youth. 4. Evaluate Performance Measures used to measure youth outcomes and their effects on overall CoC system performance. 5. Establish a framework for federal program and TA collaboration. We will meet these objectives by engaging our youth services providers in a comprehensive, collaborative, community planning process. We will ensure youth voices are central to this process. We will complete a needs assessment, establish goals, and identify priority strategies to meet these goals. Then we will identify programs for funding from this grant, assist in establishing program guidelines, collect data on these programs, and evaluate their overall effectiveness.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

No, this grant proposal does not fund an existing program. As stated above, we will not know specific program design until we complete the comprehensive community plan. However, we might call this group of programs the "Homeless Youth Continuum of Care." The purpose of these programs is to prevent and end youth homelessness in Clackamas County.

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

Clackamas County has the organizational capacity to apply for this grant. If successful, staff will be hired to lead the community planning effort. This staff can be hired within the grant timeframe and using grant funding.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

Yes, partnership is central to this application. All partners are committed to the same goals, identifying and funding programs that can successfully prevent and end youth homelessness. CC Community Development and CC Children, Family, and Community Connections are partnering to write the grant, but many agencies and staff will help create the community plan and program priorities. Partners in the community planning effort include: Resolution Services, The Inn, DHS-self sufficiency, DHS-child welfare, HACC, School Districts (NC, OC, Estacada), Ecumenical Ministries of Oregon, NEDCO, Lifeworks NW, and Clackamas Workforce Partnership. Roles and responsibilities will be spelled out if we are selected for the community planning phase.

3. If this is a pilot project, what is the plan for sunseting the program or staff if it does not continue (e.g. making staff

**Collaboration**

1. List County departments that will collaborate on this award, if any.

H3S, several divisions including CFCC, HACC, BH, PH. Resolution Services.

**Reporting Requirements**

1. What are the program reporting requirements for this grant?

Annually, reports will be submitted to HUD showing the success of the selected programs. These reports will include household demographic data of program participants, fiscal program details, and documentation of achievement of outcomes, based on the award agreement.

2. What is the plan to evaluate grant performance? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

We will use the existing HMIS database system to track and report on the data collected from program participants. HMIS is an existing database, currently used to track and report all programs specifically for those who are homeless as well as others. Community Development currently employs 1FTE for HMIS administration. This would not need to be expanded for this program alone.

3. What are the fiscal reporting requirements for this grant?

The specific fiscal reporting requirements will depend on the programs identified, selected and funded after the community plan is developed. In general, all programs funded through this grant will report on the money spent for each line item in the budget. Line items may include: staffing, rent assistance, leased units/structures, supportive services, operating costs, overhead, HMIS database use, and Admin.

**Fiscal**

1. Will we realize more benefit than this grant will cost to administer?

Yes. This is a large grant which will greatly benefit unaccompanied homeless youth in Clackamas County. Grant recipients are allowed to use a percentage of grant funds to support administration costs. If awarded, programs implemented, and funds rolled into our annual Continuum of Care funding application, the total dollars available to our CoC for administration will increase.

2. What other revenue sources are required? Have they already been secured?

No other revenue sources are explicitly required by this grant.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

Once the community plan and funding priority process is complete, agencies will apply to the Continuum of Care to fund individual programs that meet the goal of the community plan. Those applicants will need to provide documentation showing they bring at least 25% match to the amount for which they are applying. Most of the match for the total grant amount would come in this way. Some match may be required from Clackamas County, depending on whether Clackamas County Departments/Divisions want to submit a project application for funds from this grant.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

Once awarded, we will be eligible to apply for continued funding annually. Clackamas County has a strong track record for continued funding for our Continuum of Care projects.

5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Indirect expenses are handled in this grant as they are handled with other HUD grants.

Program Approval:

Abby Ahern  
Name (Typed/Printed)

4/17/19  
Date

Abby Ahern  
Signature

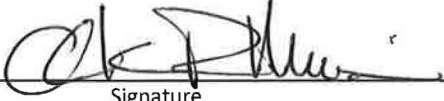
*positions temporary or limited duration, etc.)?*

This may be considered a pilot project. However, initial funding will be for two years of programming (after the completion of the community plan), our Continuum of Care will be allowed to reapply for half of this funding annually. For example, if awarded \$5mil for the 2-year program period, we can reapply to renew \$2.5mil annually going forward. CFCC will be hiring staff for the Community Planning effort. That staff will be hired as temporary until the future of programming is decided.

*4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?*

When the first two years of programming (which would come out of the community plan) is complete, our Continuum of Care will be allowed to reapply for half of this funding annually. We can continue to use the funding for the programs awarded from the community planning process, or we can reallocate the funding to address the needs of other homeless populations within the parameters of Continuum of Care funding.

**Section IV: Approvals**

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Chuck Robbins	9/17/19	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Name (Typed/Printed)	Date	Signature

**IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.**

**Section V: Board of County Commissioners/County Administration**

*(Required for all grant applications. All grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

**For applications less than \$150,000:**

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

**For applications greater than \$150,000 or which otherwise require BCC approval:**

BCC Agenda item #:  Date:

OR

Policy Session Date:

\_\_\_\_\_  
County Administration Attestation

**County Administration: re-route to department contact when fully approved.**

**Department: keep original with your grant file.**

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR \*\***

---



May 2, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Housing and Community Development 2019 Action Plan

<b>Purpose/Outcomes</b>	Approval of the 2019 Action Plan and the 2017-2019 Funding Recommendations.
<b>Dollar Amount and Fiscal Impact</b>	Application for \$2,132,218 in Community Development Block Grant (CDBG) funds, \$956,845 in HOME funds, and \$189,166 in Emergency Solutions Grant (ESG) funds during the 2019 program year.
<b>Funding Source</b>	U.S. Department of Housing and Urban Development grant funds. No County General Funds are involved.
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective July 1, 2019 and terminates on June 30, 2020
<b>Previous Board Action</b>	A Public Hearing with a review of the past performance of the Housing and Community Development program, proposed Action Plan, and public testimony on the County's housing and community development needs was held on April 11, 2019.
<b>Counsel Review</b>	NA
<b>Contact Person</b>	Chuck Robbins, Community Development Director - (503) 655-8591
<b>Contract No.</b>	NA

**BACKGROUND:**

The Housing & Community Development Division of the Health, Housing & Human Services Department request the approval of the Housing & Community Development 2019 Action Plan. 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 2019 program year. The federal funding allocations have been announced since we posted the draft plan. The funding levels for HOME, ESG and CDBG have been adjusted accordingly.

For CDBG funding, a new community development project funded at \$553,771 has been added to the list of 2019 projects. Currently these funds are unprogrammed. However, it is expected that these funds will be used in the following manner:



1. To fund existing projects that have a funding shortfall
2. To be carried over to the next program year

We are at the end of our current 3-Year funding plan. Around November 2019 we will begin accepting proposals for the 2020-2021 program years. It has been our experience that the first year of any funding cycle has the largest number of funding requests. To that end we attempt to carryover unprogrammed funds to address that need.

**RECOMMENDATION:**

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

- 1) Approve the 2019 Action Plan;
- 2) Authorize the Director of the Department of Health, Housing and Human Services to sign on behalf of Clackamas County all documents necessary for submitting applications, receiving funds, and amending applications for programs and projects included in the Action Plan.

Respectfully submitted,



Richard Swift, Director

**Attachments:**

- 2019 Housing and Community Development Action Plan
- 2017-2019 Funding Recommendations

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# 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   | \$135,000 |
| 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. |           |

### Estacada

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

### Gladstone

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

### Sandy

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

## Unincorporated/Countywide Projects

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### Clackamas

- |   |           |
|---|-----------|
| 6. WeBUILT  | \$140,000 |
| 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. |           |

**Countywide**

<p><b>7. Housing Rehabilitation Programs</b> Housing Rehabilitation Programs provide needed home-repair assistance to low income households throughout Clackamas County.</p>	\$400,000	\$524,053	\$500,000
<p><b>8. Mobile/Manufactured Home Roofing Project</b> Roof Replacement for owner occupied mobile/manufactured homes located in parks throughout Clackamas County.</p>	\$40,000	\$70,000	\$100,000
<p><b>9. Optional Emergency Assistance</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 conditions.</p>	\$25,000	\$25,000	\$30,000

**Jennings Lodge**

<p><b>10. Head Start Classrooms</b> 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)</p>		\$350,000	
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**Molalla**

<p><b>11. Arbor Terrace Rehabilitation</b> 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.</p>	\$150,000		
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**Oregon City**

<p><b>12. Pleasant Avenue Veterans Housing</b> 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.</p>	\$255,000		
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**TBD**

<p><b>13. Tiny Houses Community</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.</p>			\$35,000
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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
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**To Be Determined**

15. Community Development TBD Community Development Project TBD			\$553,771
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**Public Service Projects**

**Countywide**

16. 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
17. 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
18. 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**

19. 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**

<b>20.</b> 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
<b>21.</b> CDBG Grant Administration and Planning CDBG grant administration, planning, monitoring and reporting.	\$385,889	\$425,311	\$434,000
<b>Community Development Block Grant Sub-Total</b>	<b>\$2,087,889</b>	<b>\$2,009,368</b>	<b>\$2,149,775</b>

## **HOME Investment Partnership Act Unincorporated/Countywide Projects**

### **Countywide**

<b>22.</b> 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
<b>23.</b> 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	
<b>24.</b> HOME Grant Administration HOME Grant administration, contract monitoring and reporting.	\$71,252	\$106,500	\$96,953

## **Planning and Admin**

<b>25.</b> HOME Multifamily Housing Project HOME Multifamily Housing Project to be determined.	\$490,265	\$807,928	\$771,586
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### **Countywide**

<b>26.</b> HOME CHDO Operating funds HOME funds for CHDO Operating Funds	\$26,000	\$26,000	\$26,000
<b>HOME Investment Partnership Act Sub-Total</b>	<b>\$712,517</b>	<b>\$1,065,428</b>	<b>\$969,539</b>

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## Emergency Solutions Grant Unincorporated/Countywide Projects

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### Suppressed

<b>27.</b> 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**

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<b>28.</b> 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
<b>29.</b> 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

<b>30.</b> 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

<b>31.</b> 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**

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#### Administration

<b>32.</b> Emergency Solutions Grant Administration Emergency Solutions Grant (ESG) grant administration, contract monitoring and reporting	\$13,635	\$13,445	\$13,000
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	2017 Grant Funds	2018 Grant Funds	2019 Grant Funds
<b>Countywide</b>			
33. 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
Emergency Solutions Grant Sub-Total	<b>\$181,841</b>	<b>\$179,268</b>	<b>\$178,178</b>
<b>Continuum of Care Public Service Projects</b>			
<b>Countywide</b>			
34. CoC Planning 2017 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.	\$61,095	\$61,095	\$70,591
35. CoC HMIS CoC funding to operate the Homeless Management Information System (HMIS), train users, collect data, validate data and report data to HUD.	\$70,862	\$70,862	\$70,862
Continuum of Care Sub-Total	<b>\$131,957</b>	<b>\$131,957</b>	<b>\$141,453</b>
<b>Grand Total</b>	<b>\$3,114,204</b>	<b>\$3,386,021</b>	<b>\$3,438,945</b>

**2019 GRANT YEAR NOTES:**

# 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/)

**MAY 2019**

Annual Action Plan  
2019

1



## 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  
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Denise Carey, City of Estacada  
Eileen Stein, City of West Linn  
Jason Tuck, City of Happy Valley  
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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 Division  
Chuck Robbins, Director

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## Appendices

Appendix A: Public Comments

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# 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

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic 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 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 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. 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 was posted for review and comment from March 28, 2019 to April 29, 2019.

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)

Kevin Ko, Housing and Community Development Manager: [kko@clackamas.us](mailto:kko@clackamas.us)

Mark Sirois, Project Coordinator: [marksir@clackamas.us](mailto:marksir@clackamas.us) , 503.650.5664

Steve Kelly, Project Coordinator: [stevekel@clackamas.us](mailto:stevekel@clackamas.us)



## **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. 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.

**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 if passed would 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 <a href="http://www.csh.org">www.csh.org</a> ) 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. CoC members inquired about when this facility would be operational, tentatively scheduled for July 2018. CoC members were invited to submit testimony at the April 11th 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. 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)
	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. The Tiny Houses project was also discussed as the funding for the Transitional Housing Project for homeless veterans. Angela Trimble mentioned that the ESG Rapid Rehousing fund is very helpful in preventing evictions for families that she serves. .	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)
2	Public Hearing	All county residents	April 11, 2019 public hearing with the Board of County Commissioners	Destin Ferdun and Angela Trimble with Northwest Housing Alternatives (NHA) testified and provided a report on the HomeBase Program homeless services. Amy Hamilton with NEDCO thanked the Board for their support of the FY 2019 Cottage Cluster Housing project. Ann Wilkinson with NextStep Strategies also thanked the Board for their support of the specialized housing project on SE Tolbert Road.	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 news paper 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 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	2,132,218	0	0	2,132,218	4,000,000	The FY 2019 program year is the 3rd year of the 5-year Consolidated Plan.

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	956,845	30,000	0	986,845	1,100,000	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 2-5% each 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 \$1.1 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	189,166	0	0	189,166	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 be cut by 2-5% each 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. 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 \$2,420,021 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.

**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 is using Development Agency land to operate 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**

Anticipated program income of \$30,0000 will be applied to a multi-family housing project.

## 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: \$1	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: \$1	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: \$1	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: \$1	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: \$1	Other: 1 Other
12	AFH Goal: Healthy and Habitable Housing	2017	2021	AFH Goal 6	Countywide	AFH: 2. Availability of affordable units	CDBG: \$1	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>	
<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>

<b>12</b>	<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:  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 been awarded by HUD effective May 2, 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 (2019/0008) 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
13	Multifamily Housing Project 2019
14	CHDO Operating Funds 2019
15	Emergency Solutions Grant Program 2019
16	2019 Community Development Project

**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.

**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>	
	<b>Location Description</b>	
	<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: \$416,443
	<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.
3	<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: \$95,685
	<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.
4	<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 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.
	<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 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.	
<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: \$760,160
	<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.

14	<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	
15	<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: \$189,166
	<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.
<b>16</b>	<b>Project Name</b>	2019 Community Development Project
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$553,771
	<b>Description</b>	Community Development project to be determined. Clackamas County Community Development Division anticipates a substantial community development project involving a public facility will be included in the FY2020 funding cycle. Project applications will be accepted in Fall 2019 and awarded in March 2020. The funding will be available beginning July 1, 2020.
	<b>Target Date</b>	12/20/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	To be determined
	<b>Location Description</b>	To be determined
	<b>Planned Activities</b>	Community Development public facility

## 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 - 26 units
- Tenant Based Rental Assistance - 20 households
- HOME Multifamily housing - (NHA River Glen Apartments Rehabilitation: 44 affordable units, 6 HOME units)
- Pleasant Ave Veterans Apartments: 24 affordable (new) 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.



## **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 and/or 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.

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 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. Los Ninos Cuenten's Casa Hogar 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 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 Cottage Cluster Housing 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. 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:

1. 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.
2. 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.
3. 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.
4. Participation as one of the four lead agencies on the regional steering committee for the Rent Well tenant education program.
5. 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.
6. 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.
7. 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 (CDD) 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:

1. Operation of the State of Oregon Housing and Community Services Low Income Rental Housing Fund (LIRHF). LIRHF provides time-limited rental payment assistance to caseload-managed clients of SSD.
2. 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.
3. Initial screening and intake for families wanting to enter the Annie Ross House shelter and two interfaith hospitality shelter networks (SON and LOTSM).
4. Administration of the federal Emergency Food and Shelter Program (EFSP) and contracts with local shelters to provide night of shelter to homeless persons.
5. 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 Women's Service's, Annie Ross House, and the Inn Home emergency shelters.
6. 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.
7. 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.
8. Operation of the Jackson Transitional program for adults who are homeless.
9. 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.
10. 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 Countys 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 2019 HCD is funding several affordable housing projects, an employment training program, a fair housing rights and information program, homeless prevention and rapid rehousing services, and a youth mentoring program for youth in public housing.

## 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 will be available for low-income residents. This program has been postponed for FY 2019 pending new staff training. More information about the CHAP can be found here: <https://www.clackamas.us/communitydevelopment/homebuyers.html>

### 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 shelter services, HMIS and Rapid Rehousing in 2019. CoC members and CoC Steering Committee is considering adding 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 will cover the entire geographic region using a “hub” system as much as possible, though large portions of the county are rural and sparsely populated. The system will be 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. In 2017 calendar year (January 1, 2017 to December 31, 2017), the Coordinated Housing Access line staff processed a total of 5,447 calls for assistance.

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 CoC and ESG program policies and to 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, 2019  
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.

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.

Teach CanIt if this mail (ID 03XCM4TfV) is spam:

Spam Email:

<https://mhub.clackamas.us/canit/b.php?c=s&i=03XCM4TfV&m=645ff71cefac&rlm=base&t=20190219>

Phishing Email:

<https://mhub.clackamas.us/canit/b.php?c=p&i=03XCM4TfV&m=645ff71cefac&rlm=base&t=20190219>

-----  
END-ANTISPAM-VOTING-LINKS

## **PUBLIC HEARING MEETING SUMMARY**

At the Public Services Building, Hearings Room - 4<sup>th</sup> Floor, Room 409  
2051 Kaen Road, Oregon City, Oregon  
Thursday, April 11, 2019

Commissioner Jim Bernard opened the hearing at 10:20 a.m. Chuck Robbins, Director of the Community Development Division, introduced himself to the Board of County Commissioners and the audience. Chuck explained the purpose of the meeting was to get public comments on the community development program and the 2019 Action Plan. Chuck stated that the 2019 Action Plan was in 30- day comment period ending on April 30. The plan would come back to the Board of County Commissioners for final approval on May 2.

Chuck stated that the 2019 Action Plan is the third year of the 5-year Consolidated Plan and that the Action Plan is an annual application for funding from the U.S. Housing and Urban Development (HUD). The amount of CDBG, HOME and ESG funds coming to the County is based on population, poverty and the agreements that the County has with each city in the County to use their population data. For this year of funding we are expecting flat funding for CDBG, a 9% decrease for HOME and flat funding for ESG. The actual amounts have not been determined by HUD yet. The Action Plan includes a contingency plan to address any increases or decreases in available funding.

Chuck highlighted a few past projects for the Board including the Housing Rehabilitation program, rebuilding of the Annie Ross Emergency Shelter, Shafford Road in Estacada and the HOME Pleasant Ave Veterans housing in Oregon City.

The public hearing was opened for public comment at 10:30 a.m.

Destin Ferdun and Angela Mullins with Northwest Housing Alternatives (NHA) were present to provide project updates on the NHA Campus Re-Development Project that includes the Annie Ross homeless shelter rebuild, the Riverglen affordable housing rehabilitation project and the Pleasant Ave veteran apartments. Angela thanked the Board for its continued support homeless prevention and rapid re-housing services. Angela provided a report on the HomeBase Program homeless services. See attached testimony.

Amy Hamilton with NEDCO also thanked the Board for supporting the Cottage Cluster Housing project. NEDCO has a land trust model to help new low income home owners purchase homes and build equity. NEDCO is using LIFT funds in Lane County to build new homes to sell to low income families. NEDCO is excited about the project in Clackamas County that will be started in 2019. See attached testimony.

Ann Wilkinson with NextStep Strategies, thanked Community Development Division and the Board for their support of the model of personal housing for persons on the autism spectrum that

have difficulty in group home settings. The SE Tolbert Project was a street improvement project to support a cottage cluster homes project that would provide permanent housing for adults with disabilities. See attached testimony.

Commissioners asked if the NHA and NEDCO were connected to Workforce Partnership. Both agencies agreed to improve their connections to Clackamas County job training programs.

There being no additional testimony or comments that public hearing was closed at 11:00 a.m.

# MEMO

**Prepared by:** Angela C. Mullins, MSW  
Director of Homeless Intervention Services

**Prepared for:** Clackamas County Board of County  
Commissioners

**Date:** April 11, 2019

2018 was an amazing year for NHA's HomeBase Program. Despite the Annie Ross House being closed for construction, 95 households received rapid re-housing services and were experiencing literal homelessness. At the same time, 190 households were provided services to prevent homelessness through eviction prevention or diversion strategies.

The following are the statistics on all households served in 2018.

Northwest Housing Alternatives: HomeBase Program

*Report on FY 2018*

**WHO SERVED?**

	<b>2018</b>
Total Households	285
% of Households with Children	66%
Total People	746
Total Children	361
% of Total who are Children	48%
Total Adults	385
% of Individuals with a Disability	34%
Veterans	18
Households impacted by Domestic Violence	45%
Households fleeing Domestic Violence of those reporting a history of DV	22%

**Outcomes:**

<b>Permanent Housing</b>	
	<b>2018</b>
Total People Served	745
Total People who Left the Program in 2018	393
% who left with Permanent Housing	295 (75%)
<b>Income</b>	
Total Adults Served	384
% who Retained and/or Increased Income at Exit	71%
Had Income at Entry: Increase in Income	\$1,303
Had no Income at Entry: Average Gain in Income	\$2,020

**Race/Ethnicity/Origin:**

Asian	7 (1%)
Black/African American	65 (9%)
White	492 (66%)
Native American/Alaskan Native	3 (.4%)
Native Hawaiian/Pacific Islander	7 (1%)
Multi-Racial	144 (19%)
Client Refused	27 (4%)
Latino/Hispanic	120

**January 2018 through December 2018**

	<b>Amount due for Follow-Up</b>	<b>Amount Contacted</b>	<b>Amount in Housing</b>	<b>Of those contacted retention rate:</b>
Permanent Placement Retention				
<b>6 Months</b>	23	21	21	21/21
<b>Percentage Rate</b>		91%	91%	100%
<b>12 Months</b>	15	14	13	13/14
<b>Percentage Rate</b>	-	93%	87%	93%



**January 2018 through December 2018**

Eviction Prevention Retention	Amount due for Follow-Up	Amount Contacted	Amount in Housing	Of those contacted retention rate:
6 Months	69	63	61	61/63
Percentage Rate	-	91%	88%	97%
12 Months	44	36	33	33/36
Percentage Rate	-	81%	75%	92%

Retention Rates	Permanent Placement	Eviction Prevention
6 Months Percentage Rate	91%	88%
12 Months Percentage Rate	87%	75%

Thank you to the County Commissioners for support HomeBase and the Annie Ross House over the years. We look forward to the new adventure before us as we re-open the shelter in August of 2019.





April 11, 2019

Board of County Commissioners  
Clackamas County  
2051 Kaen Road  
Oregon City, Oregon 97045

Chair Bernard and Commissioners:

Thank you for the award of \$227,000 in CDBG funds to help us purchase property to develop a cottage cluster of land trust homes in Clackamas County.

NEDCO has long been committed to helping working class and middle class families achieve the dream of owning their first home. However, as all of you know, that is getting harder every year in Oregon. Our organization provides education and counseling for aspiring first time homebuyers, and we have tools like down payment assistance and matched savings Individual Development Accounts to help them. Even so, we are finding that most families just can't find a home anywhere near the price range they can afford. They have stable income, they have good credit, they have taken all of our classes, but the barrier is truly lack of affordable homes.

NEDCO has started developing our own homes using a new state funding source called LIFT (Local Innovation Fast Track). LIFT helps subsidize the development of new units for ownership by families below 80% AMI using a model called Community Land Trust homes. In a land trust, the land is legally divided from the home, the land is then held in trust by NEDCO, and the homes are sold to low/ moderate income families. In exchange, when that buyer sells the home in the future, they agree to sell it to another low-income family. This means the home is an asset to the community as an affordable entry-level home for the next family, and for many families to come.

NEDCO is currently using the LIFT funding to build two cottage cluster community land trust properties, with modest 1, 2, and 3 bedroom homes ranging from 600-1200 square feet, clustered around common green space. Our first two projects are about to break ground in Lane County, and we look forward to our next project being in Clackamas County! These CDBG funds will help us acquire a parcel of land, and then we will apply for LIFT funds to help with other development costs.

Thank you again for your support. We look forward to coming back with updates along the way.

Sincerely,

Amy Hamilton  
Assistant Director of Asset Building Programs  
NEDCO

212 Main Street  
Springfield, OR 97477  
T (541) 345-7106  
F (541) 345-9584

437 Union Street  
Salem, OR 97301  
T (503) 779-2680  
F (503) 779-2682

421 High Street  
Suite 110  
Oregon City, OR 97045  
T (503) 655-8974  
F (503) 303-4763

[www.nedcocdc.org](http://www.nedcocdc.org)



Next Step Strategies, Inc.  
An Intentional Community



8909 SE Tolbert – A 2018 Block Grant Recipient for Road improvement to support an intentional community for adults who experience autism. This support helped our non-profit meet the fire dept criteria and adds another layer of safety when reaching our community.







WeBUILT-( We Build Unique Independent Lives Together) is the 1<sup>st</sup> project of Next Step Strategies, Inc. a public charity. By creating a small integrated intentional model community with 23 individual homes for 1 or 2 residents with specific attention to sensory challenges we believe individuals who experience autism who have not been successful in traditional housing will find a soothing home. We know from our experience that housing challenges create mental health challenges and for individuals without family supports, homelessness. There are 50,000 new adults with autism in need of housing every year. They are the least likely to be employed (less than 10% find full time employment). Currently 80% of adults with autism live with a parent who is over 60 years old. Typical caregivers for adults with disabilities are middle age women and the demand far exceeds the pool. Many families search for years to find a caregiver for their adult child.

As challenging as housing is for any community, we are convinced that our model will be easily applicable to many other marginalized groups and offer long term life long stability.

WeBUILT incorporates a completely edible landscape capable of providing work activity and produce to feed the group. Vertical gardens-growing on the side of each home, 600 ft of espalier fruit trees line our property, and pod activities create fitness and sensory soothing activities that are designed in pairs to facilitate naturally developing friendships. Once complete, this community will be self-sustaining, and we are exciting to return next year and invite you to visit our successful congregate community.

Our final challenge is funding for a multi-purpose building where new learning, social activities, and an evening meal will be prepared and served.

We are always happy to talk about our intentional community. Call Ann anytime 503-347-6192

**Appendix B  
CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing --** The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan --** It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Anti-Lobbying --** To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction --** The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan --** The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3 --** It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

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Richard Swift, Director

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Date

Department of Health, Housing and Human Services  
**Specific CDBG Certifications**

Clackamas County, the Entitlement Community certifies that:

**Citizen Participation --** It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan --** Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan --** It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds --** It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) **2019** (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

**Compliance with Laws** -- It will comply with applicable laws.

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Richard Swift, Director  
Department of Health, Housing and Human Services

---

Date

### **Specific HOME Certifications**

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**Eligible Activities and Costs** -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

**Appropriate Financial Assistance** -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

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Richard Swift, Director

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Date



### ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

**Major rehabilitation/conversion** – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services ( including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

**Matching Funds** – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction’s consolidated plan.

**Discharge Policy** – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

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Richard Swift, Director  
Department of Health, Housing and Human Services

---

Date

### **APPENDIX TO CERTIFICATIONS**

#### INSTRUCTIONS CONCERNING LOBBYING:

##### A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> <input type="text"/> <b>* Other (Specify):</b> <input type="text"/>
<b>* 3. Date Received:</b> <input type="text"/>	<b>4. Applicant Identifier:</b> CLACKAMAS COUNTY 2019 HESG	
<b>5a. Federal Entity Identifier:</b> <input type="text"/>	<b>5b. Federal Award Identifier:</b> E19-UC-41-0003	
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> <input type="text"/>	<b>7. State Application Identifier:</b> <input type="text"/>	
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> CLACKAMAS COUNTY, OREGON		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 93-6002286	<b>* c. Organizational DUNS:</b> 0969926560000	
<b>d. Address:</b>		
<b>* Street1:</b> 2051 KAEN ROAD #245	<input type="text"/>	
<b>Street2:</b>	<input type="text"/>	
<b>* City:</b> OREGON CITY	<input type="text"/>	
<b>County/Parish:</b>	<input type="text"/>	
<b>* State:</b>	OR: Oregon	
<b>Province:</b>	<input type="text"/>	
<b>* Country:</b>	USA: UNITED STATES	
<b>* Zip / Postal Code:</b> 97045-4035	<input type="text"/>	
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> HEALTH, HOUSING & HUMAN SERVIC	<b>Division Name:</b> COMMUNITY DEVELOPMENT DIVISION	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> Mr.	<b>* First Name:</b> CHUCK	
<b>Middle Name:</b>	<input type="text"/>	
<b>* Last Name:</b> ROBBINS	<input type="text"/>	
<b>Suffix:</b>	<input type="text"/>	
<b>Title:</b> DIRECTOR		
<b>Organizational Affiliation:</b> COMMUNITY DEVELOPMENT DIVISION		
<b>* Telephone Number:</b> 503-650-8591	<b>Fax Number:</b> 503-655-8563	
<b>* Email:</b> CHUCK@CLACKAMAS.US		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**11. Catalog of Federal Domestic Assistance Number:**

14-239

CFDA Title:

EMERGENCY SOLUTIONS GRANT PROGRAM - HESG

**\* 12. Funding Opportunity Number:**

\* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

ANNUAL APPLICATION FOR EMERGENCY SOLUTIONS GRANT PROGRAM - HESG 2019

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="189,166.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="189,166.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:





Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> _____ <b>* Other (Specify):</b> _____
<b>* 3. Date Received:</b> _____	<b>4. Applicant Identifier:</b> CLACKAMAS COUNTY 2019 HOME	
<b>5a. Federal Entity Identifier:</b> _____	<b>5b. Federal Award Identifier:</b> M19-UC-41-0201	
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> _____	<b>7. State Application Identifier:</b> _____	
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> CLACKAMAS COUNTY, OREGON		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 93-6002286	<b>* c. Organizational DUNS:</b> 0969926560000	
<b>d. Address:</b>		
<b>* Street1:</b> 2051 KAEN ROAD #245	_____	
<b>Street2:</b>	_____	
<b>* City:</b> OREGON CITY	_____	
<b>County/Parish:</b>	_____	
<b>* State:</b>	OR: Oregon	
<b>Province:</b>	_____	
<b>* Country:</b>	USA: UNITED STATES	
<b>* Zip / Postal Code:</b> 97045-4035	_____	
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> HEALTH, HOUSING & HUMAN SERVICES	<b>Division Name:</b> COMMUNITY DEVELOPMENT DIVISION	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> Mr.	<b>* First Name:</b> CHUCK	_____
<b>Middle Name:</b>	_____	
<b>* Last Name:</b> ROBBINS	_____	
<b>Suffix:</b>	_____	
<b>Title:</b> DIRECTOR		
<b>Organizational Affiliation:</b> COMMUNITY DEVELOPMENT DIVISION		
<b>* Telephone Number:</b> 503-650-8591	<b>Fax Number:</b> 503-655-8563	
<b>* Email:</b> CHUCK@CLACKAMAS.US		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**11. Catalog of Federal Domestic Assistance Number:**

14-238

CFDA Title:  
HOME - HOME INVESTMENT PARTNERSHIP PROGRAM

**\* 12. Funding Opportunity Number:**

\* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\* 15. Descriptive Title of Applicant's Project:**

ANNUAL APPLICATION FOR HOME INVESTMENT PARTNERSHIP PROGRAM

Attach supporting documents as specified in agency instructions.



**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="956,845.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="956,845.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:

\* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:

Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:



Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> _____ <b>* Other (Specify):</b> _____
<b>* 3. Date Received:</b> _____	<b>4. Applicant Identifier:</b> CLACKAMAS COUNTY 2019 CDBG	
<b>5a. Federal Entity Identifier:</b> _____	<b>5b. Federal Award Identifier:</b> B-19-UC-41-0001	
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> _____	<b>7. State Application Identifier:</b> _____	
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> CLACKAMAS COUNTY, OREGON		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 93-6002286	<b>* c. Organizational DUNS:</b> 0969926560000	
<b>d. Address:</b>		
<b>* Street1:</b> 2051 KAEN ROAD #245	_____	
<b>Street2:</b>	_____	
<b>* City:</b> OREGON CITY	_____	
<b>County/Parish:</b>	_____	
<b>* State:</b>	OR: Oregon	
<b>Province:</b>	_____	
<b>* Country:</b>	USA: UNITED STATES	
<b>* Zip / Postal Code:</b> 97045-4035	_____	
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> HEALTH, HOUSING & HUMAN SERVICES	<b>Division Name:</b> COMMUNITY DEVELOPMENT DIVISION	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> Mr.	<b>* First Name:</b> CHUCK	_____
<b>Middle Name:</b>	_____	
<b>* Last Name:</b> ROBBINS	_____	
<b>Suffix:</b>	_____	
<b>Title:</b> DIRECTOR		
<b>Organizational Affiliation:</b> COMMUNITY DEVELOPMENT DIVISION		
<b>* Telephone Number:</b> 503-650-8591	<b>Fax Number:</b> 503-655-8563	
<b>* Email:</b> CHUCK@CLACKAMAS.US		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**11. Catalog of Federal Domestic Assistance Number:**

14-218

CFDA Title:

CDBG - COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**\* 12. Funding Opportunity Number:**

\* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

ANNUAL APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="2,132,218.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text" value="0.00"/>
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- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
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- Yes
- No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:





## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b>  Richard Swift, Department Director	<b>TITLE</b> Director, Health, Housing and Human Svcs Dep
<b>APPLICANT ORGANIZATION</b> Clackamas County, Oregon	<b>DATE SUBMITTED</b> 



May 2, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Construction Contract between Clackamas County and  
D&D Concrete and Utilities Inc. for the  
Jennings Lodge Pedestrian Improvements Project

<b>Purpose/ Outcome</b>	The Construction Contract will allow for the Housing and Community Development Division to hire D&D Concrete and Utilities Inc. for construction services for the Jennings Lodge Pedestrian Improvements Project. The work will consist of earthwork, installation of signage, ADA ramps, curbs, sidewalks, rock compaction, asphalt overlay in the public-right-of-way. SE Jennings Lodge Avenue will be connected to SE Portland Avenue. This project is north as well as adjacent to Candy Lane Elementary School. This project will improve pedestrian and vehicular access to the school and this Milwaukie neighborhood. This project is in a low to moderate income neighborhood, determined by U.S. HUD Census Tract information, and meets a national objective. The project is approved for construction.
<b>Dollar Amount and Fiscal Impact</b>	Community Development Block Grant funds in the amount of \$40,703. DTD will provide an estimated \$182,948 dollars for construction funds. Total Estimated total construction cost of \$223,651. No County General Funds will be used for this project.
<b>Funding Source</b>	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds
<b>Duration</b>	May 15 – September 30, 2019, Planned Construction Schedule.
<b>Previous Board Action/ Review</b>	CDBG Action Plan approved May 5, 2016
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and sure communities. 2. Improved community safety and health.
<b>Counsel Review</b>	County Counsel has reviewed and approved this document on April 22, 2019
<b>Contact Person(s)</b>	Steve Kelly – Community Development Division: Ext. 503-650-5665 Bob Knorr – Department of Transportation and Development: Ext. 503-742-4680
<b>Contract No.</b>	H3S 9236

**BACKGROUND:**

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Construction Contract with D&D Concrete and Utilities Inc. for the Jennings Lodge Pedestrian Improvements Project. The Construction Contract determines the roles of D&D Concrete and Utilities Inc. and the County regarding contract administration, project management, and engineering during project construction.

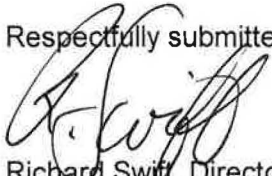
*Healthy Families. Strong Communities.*

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

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

**RECOMMENDATION:** We recommend the approval of this Contract and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over a faint, illegible stamp or watermark.

Richard Swift, Director  
Health, Housing and Human Services

**AGREEMENT FOR PUBLIC WORKS CONSTRUCTION WORK  
BETWEEN OWNER AND CONTRACTOR**

**OWNER**

Clackamas County  
Community Development Division  
2051 Kaen Road, Suite 245  
Oregon City, OR 97045

**CONTRACTOR**

D&D Concrete and Utilities, Inc.  
8319 S. Gribble Road  
Canby, OR 97013

THIS AGREEMENT is entered into by and between Clackamas County, Oregon (hereinafter called OWNER) and D&D Concrete and Utilities, Inc. (hereinafter called CONTRACTOR) and is effective as of the date it is signed by the OWNER.

This Contract for construction has been prepared for use with the ODOT Specifications for Construction (2018) of the Contract, and prepared by the Engineer's Joint Contract Documents Committee.

This Contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this Contract. This Contract, or any modification of this Contract, will not be binding on either party except as signed by authorized agents of both parties.

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

**ARTICLE 1: WORK**

CONTRACTOR shall complete all work described in or reasonably inferred from the Contract Documents ("Work").

The Work is generally described as the following: Construct 970 feet of pedestrian improvements adjacent to the west side of Candy Lane Elementary School on S.E. Portland Avenue between S.E. Hull Avenue and Jennings S.E. Avenue. The improvements will be: a multi-use pathway with new signage, new curb and sidewalk with new and updated signage, storm water and intersection paving improvements, and sidewalk ramps that comply with Americans with Disabilities Act (ADA) standards.

**ARTICLE 2: ENGINEER**

The Project has been designed by DOWL Engineering Consultant who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 3: CONTRACT TIME**

**3.1.** Time is of the essence in this Contract and the CONTRACTOR agrees that all work shall be substantially completed to 95% of all Bid Schedule Items by end of day: Monday, August 19, 2019. Liquidated Damages will began on Tuesday, August 20, 2019. The total time for this work is **95 days** unless a time extension is approved by the ENGINEER and OWNER, via Change Order. The plant establishment and seed establishment portion of the Contract has a Completion Date of Monday, September 30, 2019. The project is to commence per the date of the Notice to Proceed issued by the OWNER. If the Notice to Proceed is delayed, the time schedule will be adjusted accordingly.

This Contract is set for Calendar Days. The OWNER counts Calendar Days (Monday through Sunday), and not Work Days (Monday through Friday). This applies to all OWNER Projects. The OWNER will deduct Federal Holidays from the Contract Time, and exclude from the Project Schedule. The ODOT Specifications 00180 for Contract Time will not be used or applicable for this Project. The OWNER has detailed Contract Time for this Project within 3.1, 3.2 and 3.3.

**Important Note 1:** There are two Contract Times on this Project as follows:

- (1) The Contractor shall complete all Work to be done under the Contract except for seeding, planting, seeding establishment and plant establishment, not later than Monday, August 19, 2019.
- (2) The Contractor shall complete all Work to be done under the Contract except for seeding establishment and plant establishment, not later than Monday, September 30, 2019.

**3.2.** Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above. OWNER and CONTRACTOR also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$1,000 for each day** that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$1,000 for each day** that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

**3.3** The CONTRACTOR will be held to the timeline of the project, once the project begins. Unforeseen conditions that may cause a delay will be reviewed and determined by the Owner and the Engineer(s). Additional work days may be granted to the CONTRACTOR.

### **ARTICLE 4: CONTRACT PRICE**

**4.1.** OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

4.1.1 In consideration of the faithful the Work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the ENGINEER and to his satisfaction to the extent provided in the Contract Documents, the OWNER agrees to pay to the CONTRACTOR the amount bid, as adjusted in accordance with the Contract Documents, and based on the proposal made by the CONTRACTOR, to make such payments in the manner and times provided in the Contract Documents.

4.2 The Contract Price shall be *Two Hundred Twenty Three Thousand Six Hundred Fifty One Dollars (\$223,651.00)*, which are described in the Contract Documents and are hereby accepted by the Owner.

4.3 The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the Work. In the performance of the Work to be done under this Contract, the CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will endanger, unnecessarily, either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the Work being accepted as complete by the OWNER.

#### **ARTICLE 5: PAYMENT PROCEDURES**

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Section 00195 of the ODOT Specifications for Construction. Applications for Payment will be processed by ENGINEER as provided in the ODOT Specifications for Construction.

5.2. Progress Payments. OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the ODOT Specifications for Construction (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.2.1. At least twenty-eight (28) days before each payment falls due (but not more than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

5.2.2 ENGINEER will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment or present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case CONTRACTOR may make the necessary corrections and resubmit the Application. Within twenty-one (21) days after presentation of the Application for payment with ENGINEER's recommendation of payment, the amount recommended will become due and when due, will be paid by OWNER to CONTRACTOR.



**5.2.3.** Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with

95% of Work completed and approved by the ENGINEER, and required by the OWNER.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to ENGINEER and OWNER.

**5.2.4.** Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction. The OWNER reserves the right to withhold 5% of the total project payment until all work is completed and approved by the ENGINEER. The OWNER will not use the 2.5% retainage amount.

**5.3.** Final Payment. Upon final completion and acceptance of the Work in accordance with Section 00195.90 of the ODOT Specifications for Construction, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Section 00195.90.

**5.3.1** The Final Application for payment shall be accompanied by at least the following: (a) CONTRACTOR's Affidavit of Release of Liens; (b) CONTRACTOR's Affidavit of Payment of Debts and Claims; and (c) Consent of Surety to Final Payment. Once all three documents (a, b, and c) have been delivered to the OWNER for review and approval, the remaining 5% of the Project Construction Contract will be released to the CONTRACTOR.

**5.4.** Payments, Contributions and Liens:

**5.4.1.** Under the provisions of ORS 279C.505 the CONTRACTOR shall:

**5.4.1.1.** Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

**5.4.1.2.** Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

**5.4.1.3.** Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

**5.4.1.4.** Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.

**5.4.2.** If the contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.

**5.4.3.** Under the provisions of ORS 279C.515, 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 the claim becomes due, the proper officer representing the OWNER may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the CONTRACTOR by reason of the Contract. If a CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in connection with the public Contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the CONTRACTOR, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

**5.4.4.** If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

#### **ARTICLE 6: CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

**6.1.** CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data."

**6.2.** CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

**6.3.** CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.

**6.4.** CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site as provided in Section 00120.15 and 00120.25 of the ODOT Specifications for Construction. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

**6.5.** CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

**6.6.** CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

**6.7.** CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**6.8.** CONTRACTOR is and will remain licensed by the State of Oregon Construction Contractors Board (CCB) or licensed by the State Landscaping Contractors Board (LCB) as required by ORS 671.530 as well as not limited to the same requirements of any and all subcontractors on this PROJECT. If the CONTRACTOR's CCB license is not current during any phase of construction, the OWNER may immediately terminate this Contract.

**6.9.** Prior to completion and final acceptance of work, the CONTRACTOR shall be held responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and the CONTRACTOR shall make good all injuries or damages to any portion of the work.

**6.10.** Except as otherwise provided in the Special Provisions of this Contract, the ENGINEER shall make final inspection of work done by the CONTRACTOR within 10 days after written



notification to the ENGINEER by the CONTRACTOR that the work is completed. If the work is not acceptable to the ENGINEER, the ENGINEER shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before acceptance by the ENGINEER can be made.

**ARTICLE 7: INDEMNITY – INSURANCE – BONDS**

**7.1 Responsibility for Damages/ Indemnity.** The CONTRACTOR shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work, or from any act, omission, or neglect of CONTRACTOR, its subcontractors, employees, guests, visitors, invitees, and agents. The CONTRACTOR agrees to indemnify, save harmless and defend the OWNER, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

**7.2 Insurance.**

**7.2.1.** As evidence of the insurance coverage required by this Contract, CONTRACTOR shall furnish a Certificate of Insurance to OWNER. The Contract shall not be effective until the required certificates have been received, approved and accepted by OWNER. A renewal certificate will be sent to OWNER 10 days prior to coverage expiration. The CONTRACTOR agrees to furnish the OWNER evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the OWNER, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The general aggregate shall apply separately to this project/location. The OWNER, at its option, may require a complete copy of the above policy.

**7.2.2.** If the CONTRACTOR has assistance of other persons in the performance of this Contract, the CONTRACTOR, if it is a subject employer, agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. CONTRACTORS shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit. CONTRACTOR is required to provide to OWNER a Builders Risk Policy based on the award of the project.

**7.2.3.** 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, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract.

**7.2.4.** The CONTRACTOR agrees to furnish the OWNER evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the OWNER, its officers, commissioners 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 OWNER, at its option, may require a complete copy of the above policy.

**7.2.5.** The certificate of insurance, other than the pollution liability insurance shall include the OWNER as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32-61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the OWNER as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the OWNER 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 OWNER under this insurance. This policy(s) shall be primary insurance as respects to the OWNER. Any insurance or self insurance maintained by the OWNER shall be excess and shall not contribute to it.

**7.2.6.** The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the Contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the OWNER. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this Contract. Any self-insured retention / deductible amount shall be submitted to the OWNER for review and approval.

**7.3 Bonds.** The CONTRACTOR agrees to furnish to the OWNER bonds covering the performance of the Contract and the payment of obligations each in the amount equal to the full amount of the Contract. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the Contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the OWNER. The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the OWNER as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

**7.3.1.** The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830

**ARTICLE 8: CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following, documents set forth in subsection 8.1 through 8.10 below. Each of which are incorporated by this reference herein. If there are any inconsistent or conflicting terms among the Contract Documents, they shall be resolved in the following descending order of precedence:

**8.1.** This Agreement.

**8.2.** Exhibits (Reserved - Not used at this time).

**8.3.** Performance Bond, Labor and Material Payment Bond, Public Works Bond.

**8.4.** Special Provisions bearing the title “Jennings Lodge Pedestrian Improvements – Portland Avenue, pages 1-103.

**8.5.** 2018 ODOT Standard Specifications for Construction (Cover, TOC, total pages 149).

**8.6.** Supplementary Conditions, including:

Special Conditions

HUD Labor Standards, HUD-4010

HUD Section 3 Standards, HUD-60002

Federal Prevailing (Davis-Bacon) Wage Decision: OR190001 Modification: No. 2 Type: Highway, Dated: 2/1/2019

State of Oregon (BOLI) Wage Rates Decision, with State Debarment: January 1, 2019

**8.7.** OWNER Signage (Hold for future use).

**8.8.** Addenda Number: ONE.

**8.9.** CONTRACTOR's Bid Proposal w/ First Tier List.

**8.10.** The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Section 00140.30 of the ODOT Standard Specifications for Construction.

The documents listed above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Section 00140.30 of the ODOT Specifications for Construction.

**ARTICLE 9: FEDERAL (DAVIS-BACON), STATE (BOLI) PREVAILING WAGE RATES**

Each worker in each trade or occupation employed in the performance of the contact either by the CONTRACTOR, subcontractor, or other person(s) doing or contracting for the whole or any part of the work on this Contract, shall be paid not less then the applicable prevailing wage rate, and will pay the higher rate of pay on an individual job classification of which shall be in effect for this Contract pursuant to Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.870.

**ARTICLE 10: DESCRIPTION OF CONTRACTOR**

**10.1.** The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following.

**10.1.1.** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

**10.1.2.** This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to OWNER employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are 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 (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

**10.1.3.** The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

**ARTICLE 11: MISCELLANEOUS**

**11.1.** Terms used in this Agreement which are defined in Section 00130 - Award and Execution of Contract of the ODOT Specifications for Construction will have the meanings indicated in the ODOT Specifications for Construction.

**11.2** The OWNER, through its AUTHORIZED REPRESENTATIVE or his designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

**11.3.** No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**11.4.** OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

**11.5.** If any term or provision of this Contract is declared by the 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.

#### **ARTICLE 12: TAX LAWS**

**12.1.** The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. 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 OWNER 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 OWNER'S setoff right, without penalty; and
- c.** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OWNER 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 OWNER may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**12.2.** 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.

**ARTICLE 13: DEBT LIMITATION**

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.

**ARTICLE 14: FURTHER ASSURANCES**


CONTRACTOR agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing an amendment to this Contract to incorporate any terms or conditions required under applicable State or Federal law. This requirement expressly includes, but is not limited to, incorporation of the Section 3 clause required under 24 CFR § 135.38, if applicable.

This Agreement will be effective upon the date on which it is signed by the OWNER.

[Signature Page to Follow]

**CONTRACTOR**

**D&D Concrete and Utilities, Inc.**

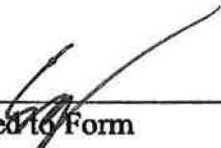
By:   
Don Neinke, President

4-11-2019  
Date Signed

93-1036410  
Contractor's Federal Tax Identification No.  
or Social Security No. (if individual)

219262  
Oregon Commercial Contractor's Board No.

**COUNTY COUNSEL**

  
Approved to Form

4/26/19  
Date Signed

**OWNER**

**Clackamas County, Oregon**

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

Signing on Behalf of the Board

By: \_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services  
Department

\_\_\_\_\_  
Date Signed

May 2, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Change Order Number 6 for the  
Fenton Avenue Improvements Project – Kerr Contractors of Oregon, Inc.

<b>Purpose/ Outcome</b>	This construction contract with Kerr Contractors Oregon, Inc. is to provide sanitary sewer, waterline, storm sewer, drainage swale, sidewalks, curbs, striping and street lighting in the public right of way, along Fenton Avenue, in Molalla. The project will extend 750 feet south. The improvements will end at the intersection of Heintz Street, in Molalla. All construction site work has been completed as of March 15, 2019. Change Orders 1 through 5 have been reconciled. Change Order 6 will finalize 21 quantity items for project close-out.
<b>Dollar Amount and Fiscal Impact</b>	<p>Original Kerr Contractors of Oregon, Inc. Construction Contract: \$698,465.00            Approved Change Orders 1 through 5, increase of 7.8%: \$ 54,171.85  <u>Change Order 6/ Finalize 21 quantity items, increase of 4.3%</u> \$ 30,809.00            New Kerr Contractors Construction Contract Total (12.1%): \$783,445.85</p> <p>The County has allocated \$165,000 dollars of Community Development Block Grant (CDBG) funds for this project. The City of Molalla is responsible for project funds in the amount of \$618,445.85. To date the City has paid \$531,697.50.</p> <p>No additional CDBG funds are needed for this Change Order. No County General Funds have been used on this project.</p>
<b>Funding Source</b>	City of Molalla Public Works Funds.
<b>Duration</b>	August 15, 2018 to March 15, 2019
<b>Previous Board Action/ Review</b>	BCC Agenda Approval of Kerr Contractors of Oregon, Inc. Construction Contract July 12, 2018.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Provide low and moderate income persons with healthy, safe and stable housing in neighborhoods where they have improved access to services.</li> <li>2. Ensure safe, healthy and secure communities.</li> </ol>
<b>Counsel Review</b>	June 4, 2018
<b>Contact Person(s)</b>	Steve Kelly – Community Development Division: 503-650-5665
<b>Contract No.</b>	H3S 8920

**BACKGROUND:**

The Community Development Division of the Health, Housing and Human Services Department entered into a construction contract with Kerr Contractors of Oregon, Inc. for construction services. The previous five Change Orders total \$54,171.85, a 7.8% increase to the original contract of \$698,465. Change Order 6 is for \$30,809 and represents an increase of 4.3% to the original construction contract. The total of all six Change Orders is \$84,980.85, a 12.1% increase to the original contract price. Approval of Change Order 6 will bring the Kerr Contractors final construction contract amount to \$783,445.85.

*Healthy Families. Strong Communities.*

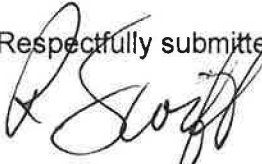


The Public Works Director for the City of Molalla established the Final Completion Date for the project as March 15, 2019.

**RECOMMENDATION:**

We recommend the approval of Change Order 6 and that Richard Swift, H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

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

Richard Swift, Director  
Health, Housing and Human Services

CHANGE ORDER FORM

Kerr Contractors Oregon, Inc.  
PO Box 1060  
Woodburn, Oregon 97071

() Engineer  
() Contractor  
() H3S Director

Project Name: Fenton Avenue Improvements Project  
Project Address: Fenton Avenue  
Molalla, OR

Change Order No: 6  
Contract Date: 7/16/2018  
Change Order Date: 4/17/2019  
Notice to Proceed: 8/15/2018

To: Clackamas County Com. Dev.  
2051 Kaen Road, Suite #245  
Oregon City, Oregon 97045

The following changes have been authorized by Clackamas County Community Development and the City of Molalla. See the listed changes (increases and decreases) to the above referenced project and are deemed as changes to the original construction contract:

Attached to this Change Order Form is the supporting 1 Page (11x17) costs reconciliation provided by the City of Molalla Public Works Department for Change Order Number 6. The Twenty-One (21) quantity adjusted items total...\$30,809.00. All parties (County, City and Kerr Contractors) agree that these project adjustments are fair and reasonable within industry standards.  
UNIT PRICE CONTRACT, QUANTITY OVER/UNDER RUNS.

Original Contract Price .....	\$698,465.00 ✓
Net Change by Previous Change Orders 1 - 5 .....	\$ 54,171.85 ✓
Contract Price prior to this Change Order .....	\$752,636.85
Contract Price will be (increased) ( <del>unchanged</del> ) by this Change Order 6 .....	\$ 30,809.00 ✓ <i>52</i>
The new Contract Price including this Change Order will be .....	\$783,445.85 ✓ <i>52</i>


The Contract Time has not been increased by Change Order 6 (n/a) for additional calendar days.  
The date of Substantial Completion remains as (January 2, 2019, 12pm).

[Signatures to Follow this Page]

Approved:

SR By:   
~~Steven Caspedes, Superintendent (date)~~  
Kerr Contractors Oregon, Inc. *Man W. Apin*

Approved:

By:  04/22/19  
Gerald Fisher, PE Director (date)  
City of Molalla-Public Works

Approved:

By:  4/22/19  
Steve Kelly, Project Coordinator (date)  
Clackamas County Com. Dev.

Approved:

By: \_\_\_\_\_  
Richard Swift, Director (date)  
Health, Housing & Human Services  
Department

PROJECT: Fenton Avenue Improvements Project #53425  
 OWNER: City of Molalla  
 PROJECT: 17-03  
 CONTRACTOR: Kerr Contractors  
 PREPARED BY: Gerald Fisher, PW Director

ITEM	UNIT PRICE	UNIT	DESCRIPTION	CONTRACT AMOUNT		FINAL QUANTITIES	
				QUAN.	TOTAL	QUAN.	TOTAL
1	\$ 69,800.00	LS	Construction Facilities And Temp. Controls	1	\$ 69,800.00	1	\$ 69,800.00
2	\$ 38,000.00	LS	Temporary Protection and Direction of Traffic	1	\$ 38,000.00	1	\$ 38,000.00
3	\$ 34,717.00	LS	Demolition and Site Preparation	1	\$ 34,717.00	1	\$ 34,717.00
4	\$ 24.00	CY	Subgrade Stabilization	100	\$ 2,400.00	498	\$ 11,952.00
5	\$ 21.00	CY	Roadway Excavation	720	\$ 15,120.00	960	\$ 20,160.00
6	\$ 1.00	SF	Concrete Removal	760	\$ 760.00	760	\$ 760.00
7	\$ 4.00	SY	AC Pavement Removal	1900	\$ 7,600.00	1900	\$ 7,600.00
8	\$ 1.50	SY	Subgrade Geotextile Fabric	1900	\$ 2,850.00	2930	\$ 4,395.00
9	\$ 12.00	SY	Aggregate Base - 4" Depth	100	\$ 1,200.00	100	\$ 1,200.00
10	\$ 12.00	SY	Aggregate Base - 9" Depth	1900	\$ 22,800.00	2534	\$ 30,408.00
11	\$ 90.00	TONS	Asphalt Concrete Pavement	485	\$ 43,650.00	530	\$ 47,700.00
12	\$ 975.00	EA	Additional for Asphalt Driveway Approaches	7	\$ 6,825.00	7	\$ 6,825.00
13	\$ 26.00	LF	AC Pavement Removal and Replacement	135	\$ 3,510.00	162	\$ 4,212.00
14	\$ 32.00	LF	Type C Curb - (W/ 4" Crushed Rock Base)	115	\$ 3,680.00	115	\$ 3,680.00
15	\$ 37.00	LF	Curbs and Gutters - (W/ 4" Crushed Rock Base)	1085	\$ 40,145.00	1085	\$ 40,145.00
16	\$ 6.50	SF	Concrete Sidewalk - 4" Depth (W/ 2" Crushed Rock Base)	4445	\$ 28,892.50	3440	\$ 22,360.00
17	\$ 9.00	SF	Concrete Driveways - 6" Depth (W/ 4" Crushed Rock Base)	2580	\$ 23,220.00	3038	\$ 27,342.00
18	\$ 20.00	SF	Concrete Access Ramps - 6" Depth (W/ 4" Crushed Rock Base)	325	\$ 6,500.00	640	\$ 12,800.00
19	\$ 285.00	EA	Truncated Domes	5	\$ 1,425.00	4	\$ 1,140.00
20	\$ 12.00	LF	Subsurface Drain - 4" (Class B Backfill)	40	\$ 480.00	40	\$ 480.00
21	\$ 90.00	LF	Storm Drain - 6" (Class B Backfill)	5	\$ 450.00	5	\$ 450.00
22	\$ 94.00	LF	Storm Drain - 12" (Class B Backfill)	150	\$ 14,100.00	150	\$ 14,100.00
23	\$ 2,870.00	EA	Catch Basin - Type CG3	2	\$ 5,740.00	2	\$ 5,740.00
24	\$ 1,070.00	EA	Catch Basin Hood (Smoot)	2	\$ 2,140.00	2	\$ 2,140.00
25	\$ 1,500.00	EA	Catch Basin - Beehive Inlet	2	\$ 3,000.00	2	\$ 3,000.00
26	\$ 1,335.00	EA	New Storm Drain Connection to Existing Manhole	1	\$ 1,335.00	2	\$ 2,670.00
27	\$ 1,100.00	EA	New Storm Drain Connection to Existing Pipe	1	\$ 1,100.00	1	\$ 1,100.00
28	\$ 34.00	CY	Drainage Swale Excavation	80	\$ 2,720.00	80	\$ 2,720.00
29	\$ 12.00	SF	Drainage Swale Concrete Entrance Ramp	25	\$ 300.00	25	\$ 300.00
30	\$ 36,575.00	LS	Water Quality Swale	1	\$ 36,575.00	1	\$ 36,575.00
31	\$ 93.00	LF	Sanitary Sewer Line Replacement - 8" (Class B Backfill)	755	\$ 70,215.00	755	\$ 70,215.00
32	\$ 90.00	LF	Sanitary Sewer Lateral Replacement - 4" (Class B Backfill)	500	\$ 45,000.00	500	\$ 45,000.00
33	\$ 330.00	EA	Sanitary Sewer Lateral Connection	22	\$ 7,260.00	23	\$ 7,590.00
34	\$ 500.00	EA	Sanitary Sewer Cleanout - 4"	20	\$ 10,000.00	21	\$ 10,500.00
35	\$ 5,025.00	EA	Remove & Replace Sanitary Sewer Manhole - 48"	3	\$ 15,075.00	2	\$ 10,050.00
36	\$ 70.00	LF	Water Line - 6" (Class B Backfill)	15	\$ 1,050.00	15	\$ 1,050.00
37	\$ 70.00	LF	Water Line - 8" (Class B Backfill)	210	\$ 14,700.00	210	\$ 14,700.00
38	\$ 475.00	EA	45 Elbow - 6"	2	\$ 950.00	2	\$ 950.00
39	\$ 630.00	EA	Reducer - 6" x 8"	1	\$ 630.00	1	\$ 630.00
40	\$ 1,740.00	EA	Gate Valve - 8"	1	\$ 1,740.00	1	\$ 1,740.00
41	\$ 1,630.00	EA	Restrained Joint Water Line Transition Coupling - 6"	1	\$ 1,630.00	1	\$ 1,630.00
42	\$ 1,730.00	EA	Restrained Joint Water Line Transition Coupling - 8"	1	\$ 1,730.00	2	\$ 3,460.00
43	\$ 57.00	LF	Service Line - 1"	280	\$ 15,960.00	340	\$ 19,380.00
44	\$ 300.00	EA	Service Connection - 1"	10	\$ 3,000.00	11	\$ 3,300.00
45	\$ 630.00	EA	Water Meter Assembly Relocation	15	\$ 9,450.00	16	\$ 10,080.00
46	\$ 14.55	LF	Thermoplastic Crosswalks	150	\$ 2,182.50	0	\$ -
47	\$ 5.25	LF	Painted Stripe (Curbs)	280	\$ 1,470.00	0	\$ -
48	\$ 860.00	EA	Communications Manhole Adjustment	2	\$ 1,720.00	1	\$ 860.00
49	\$ 50.00	LF	Remove & Relocate Wood Fence	90	\$ 4,500.00	90	\$ 4,500.00
50	\$ 150.00	EA	Remove & Relocate Existing Signs	2	\$ 300.00	2	\$ 300.00
51	\$ 250.00	EA	Signs	4	\$ 1,000.00	4	\$ 1,000.00
52	\$ 250.00	EA	Remove & Relocate Single Mailbox	4	\$ 1,000.00	4	\$ 1,000.00
53	\$ 400.00	EA	Remove & Relocate Multiple Mailboxes	5	\$ 2,000.00	5	\$ 2,000.00
54	\$ 30,000.00	LS	Landscaping	1	\$ 30,000.00	1	\$ 30,000.00
55	\$ 34,868.00	LS	Street Lights	1	\$ 34,868.00	1	\$ 34,868.00
Sub-Total			Subtotal		\$ 698,465.00		\$ 729,274.00

CHANGE ORDER							
#1	\$ 3,408.91		Tree preservation at 158 Fenton Avenue PCO 01	1	\$ 3,408.91	1	\$ 3,408.91
#2	\$ 750.59		SSMH-1 Standby PCO 02	1	\$ 750.59	1	\$ 750.59
#3	\$ 858.58		SSMH-2 Additional Core PCO 03	1	\$ 858.58	1	\$ 858.58
#4	\$ 427.60		6" Sanitary Laterals PCO 04	1	\$ 427.60	1	\$ 427.60
#5	\$ 1,372.15		Streetlighting Scope Change PCO 05	1	\$ 1,372.15	1	\$ 1,372.15
#5	\$ 3,200.00		Rain Drains PCO 10	1	\$ 3,200.00	1	\$ 3,200.00
#5	\$ 7,579.83		178 Fenton Sanitary Lateral PCO 12	1	\$ 7,579.83	1	\$ 7,579.83
#5	\$ 1,805.82		Waterline Straddle Block PCO 13	1	\$ 1,805.82	1	\$ 1,805.82
#5	\$ 1,067.86		156 Fenton Sanitary Lateral Flush PCO 15	1	\$ 1,067.86	1	\$ 1,067.86
#5	\$ 4,633.48		Sanitary Retest PCO 17	1	\$ 4,633.48	1	\$ 4,633.48
#5	\$ 930.31		Adjust Stop Sign PCO 21	1	\$ 930.31	1	\$ 930.31
#5	\$ 1,442.21		Sand Seal AC Joints PCO 24	1	\$ 1,442.21	1	\$ 1,442.21
#5	\$ 19,899.51		CDF Removal SS Laterals PCO 06	1	\$ 19,899.51	1	\$ 19,899.51
#5	\$ 6,795.00		Landscaping Change PCO 22	1	\$ 6,795.00	1	\$ 6,795.00
Sub-Total			Subtotal		\$ 54,171.85		\$ 54,171.85

Grand Total \$ 752,636.85 (dif.) \$ 783,445.85

County Payment #1 \$ 45,224.99  
 County Payment #2 \$ 13,479.46  
 County Payment #3 \$ 195,425.83  
 County Payment #4 \$ 183,005.39  
 County Payment #5 \$ 208,157.83  
 County Payment #6 \$ 51,404.00  
 Total Payed to Kerr \$ 696,697.50

Total Unpaid \$86,748.35  
 Total Liquidated Damages TBD  
 Total Due TBD

21 Items Adjusted, \$30,809.00

Steve Kelly,  
 Com. Dev.  
 4/17/2019





**DAN JOHNSON**  
DIRECTOR

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

May 2, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an IGA with Sunrise Water Authority for the extra paving of SE Sunnycreek Lane, SE Melbrook Way, and SE 119<sup>th</sup> Court, within the Sunrise Water Authority's current project.

<b>Purpose/Outcomes</b>	IGA to complete all the paving for SE Sunnycreek Lane, SE Melbrook Way, and SE 119 <sup>th</sup> Court within Sunrise Water Authority's existing project.
<b>Dollar Amount and Fiscal Impact</b>	\$58,349.28.
<b>Funding Source</b>	Funding provided by the Road Fund.
<b>Duration</b>	Effective upon execution and terminates on July 31, 2019.
<b>Previous Board Action</b>	No Previous Board Action.
<b>Counsel Review</b>	This contract has been reviewed by County Counsel on April 4, 2019.
<b>Strategic Plan Alignment</b>	1. Build public trust through good government. 2. Build a strong infrastructure.
<b>Contact Person</b>	Rick Nys, Development Engineering Supervisor 503-742-4702

**BACKGROUND:**

Sunrise Water Authority ("Sunrise") is replacing the water main in SE Sunnycreek Lane, SE Melbrook Way, and SE 119<sup>th</sup> Court. The work to replace the mains only require that Sunrise patch the affected road areas. The entire road surface for these streets are in very bad conditions. By completing this IGA, all streets in this project area will be paved completely, with Sunrise assuming 71.8% of the cost to repave the surface, and the County contributing the remaining 28.2% (\$58,349.28). The entire project cost is estimated to be \$148,690.65, with the County's contribution limited to \$58,349.28.

**RECOMMENDATION:**

Staff recommends the Board approve this IGA with the Sunrise Water Authority.

Respectfully submitted,

Rick Nys, Development Engineering Supervisor



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
SUNRISE WATER AND CLACKAMAS COUNTY  
RELATING TO SUNNYCREEK LN WATER MAIN PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into between Sunrise Water Authority, a domestic water district authority under ORS chapter 450 ("Sunrise Water"), and Clackamas County, a corporate body politic ("County"), collectively referred to as the "Parties" and each a "Party."

**RECITALS**

- A. This Agreement is entered into pursuant to ORS 190.010, which confers authority on local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreements, its officers or agencies have authority to perform.
- B. Sunrise Water plans to commence a water transmission line construction project (the "MAIN REPLACEMENT PROJECT") that will include construction within SE Sunnycreek Ln, SE Melbrook Way, SE 119<sup>th</sup> Ct and all side roadways in an area identified in **Exhibit A** to this Agreement (the "Project Area"). Ordinarily, County standards would require a party undertaking a project such as the Main Replacement Project to complete a half-street grind and inlay on the side of the roadway over the waterline trench.
- C. County previously identified the need to improve the entire roadway within the Project Area with an asphalt overlay.
- D. Sunrise Water and County have determined it is in the public interest to cooperate in the planning and execution of the Main Replacement Project to provide for a full-width asphalt overlay, rather than a half-street grind and inlay, within the Project Area.

**AGREEMENT**

Now, therefore, based on the foregoing, the Parties agree as follows:

- 1. Term.** This Agreement becomes effective as of the last date of signature by a Party indicated below. Unless terminated earlier pursuant to Section 5 of this Agreement, this Agreement will expire upon the completion of each and every obligation of the Parties set forth in this Agreement.
- 2. Sunrise Water's Obligations.**
  - a. Preliminary Scope of Work. Sunrise Water will contract for the Preliminary Scope of Work set out in **Exhibit B**. Sunrise Water's procurement process will require bidders to itemize costs for the categories set out in the Preliminary Scope of Work, as applicable. All contracts awarded for the

Main Replacement Project will itemize the costs for the categories set out in the Preliminary Scope of Work.

- b. Management of the Main Replacement Project. Except as provided in Section 3 of this Agreement, Sunrise will manage the Sunnycreek Ln Main Project and administer the associated engineering, design and construction contracts.
- c. Payment Obligations. Except as provided in this Agreement, Sunrise Water will be responsible for all costs associated with the Main Replacement Project.
- d. Contracts. Prior to bid, Sunrise Water shall provide copies of the procurement materials to the County for review and approval. The procurement materials shall incorporate those specifications for materials and workmanship provided by the County pursuant to Paragraph 3(a) of this Agreement. Procurement materials and contracts entered into by Sunrise Water in connection with the Main Replacement Project will identify County as an intended third-party beneficiary of the asphalt overlay work and as a co-insured.

**3. County's Obligations.**

- a. Preliminary Scope of Work. County agrees to the Preliminary Scope of Work set out in Exhibit B. Within five (5) business days after the effective date of this Agreement, County will provide Sunrise Water with specifications for materials and workmanship to be used in Sunrise Water's procurement materials and contracts for work associated with the asphalt overlay contemplated in the Preliminary Scope of Work.
- b. Approval of Procurement Materials. Within five (5) business days after Sunrise Water provides copies of procurement materials pursuant to Paragraph 2(d) of this Agreement, County will approve the procurement materials, provide requested revisions to the procurement materials, or reject the procurement materials. County's approval of the procurement materials will not be withheld unreasonably. This section shall apply in the same manner to any change order to the approved contract.
- c. Project Coordination. County will assign a project representative to coordinate paving-related design requirements, to assist in developing bid items and quantities, and to assist Sunrise Water when necessary to provide responses to requests for information from bidders and contractors. County will provide engineering review and comments, as required.
- d. Project Inspections and Testing. Sunrise is responsible for all costs associated with asphalt overlay and related road work design review, field

inspection and material testing. County will inspect the overlay and transition areas, including field quality control and quantity measurement, at its expense. County will provide material testing of overlay material, if required. County will provide submittal review for overlay and related materials in coordination with the Sunrise project manager.

- e. Payment Obligations. County will reimburse Sunrise Water for amounts paid to contractors as provided in the Preliminary Scope of Work attached as **Exhibit B**, according to the terms set out below in Section 4 of this Agreement. Unless otherwise agreed to in writing by the Parties, the County's payment obligations shall not exceed \$56,921.28.

**4. Payment.** Sunrise Water will submit invoices for payment directly to County's project coordinator listed in Section 7 of this Agreement on a monthly basis for actual costs incurred by Sunrise Water, in accordance with the cost allocation provided in the Preliminary Scope of Work attached as **Exhibit B**. Such invoices must include a description of the Main Replacement Project work associated with the invoices, and itemize expenses as necessary to support cost allocation designations. County shall make payment within thirty (30) calendar days from receipt of Sunrise Water's invoice.

**5. Termination.**

- a. Sunrise Water and County, by mutual written agreement, may terminate this Agreement at any time.
- b. Either Sunrise Water or County may terminate this Agreement by written notice on or before January 10, 2020, in the event Sunrise does not initiate procurement for the Main Replacement Project by December 31, 2019.
- c. Either Sunrise or County may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party



has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party brings correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

- d. Sunrise Water or County shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- e. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project.
- f. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**6. Indemnification.**

- a. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend Sunrise Water, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to person or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents or its subcontractors or anyone over which the County has a right to control.
- b. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Sunrise Water agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of Sunrise Water or its officers, elected officials, owners, employees,

agents, or its subcontractors or anyone over which Sunrise Water has a right to control.

**7. Party Contacts.**

- a. Dan Fraijo or his designee will act as liaison for Sunrise Water for the Project.

**Contact Information:**

Dan Fraijo  
Sunrise Water  
10602 SE 129<sup>th</sup> Ave  
Happy Valley, OR 97086  
(503) 761-0220  
[dfraijo@sunrisewater.com](mailto:dfraijo@sunrisewater.com)

- b. Duffy Gehrts or his designee will act as liaison for County for the Project.

**Contact Information:**

Duffy Gehrts  
Clackamas County Engineering  
150 S Beavercreek Rd  
Oregon City OR 97045  
(503) 804-8271  
[duffy@clackamas.us](mailto:duffy@clackamas.us)

- c. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

**8. General Provisions.**

- a. **Oregon Law and Forum.** This agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- b. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- c. **Non-Exclusive Rights and Remedies.** Except as otherwise provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different

times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- d. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- e. **Access to Records.** The Parties acknowledge and agree that each Party shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- f. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- g. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- h. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.



- i. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

**Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- k. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or Sunrise.

- I. **No Assignment.** No party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.

- m. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile, or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute and original.

- n. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

- o. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

*[Signatures on the following page]*

**IN WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

Sunrise Water

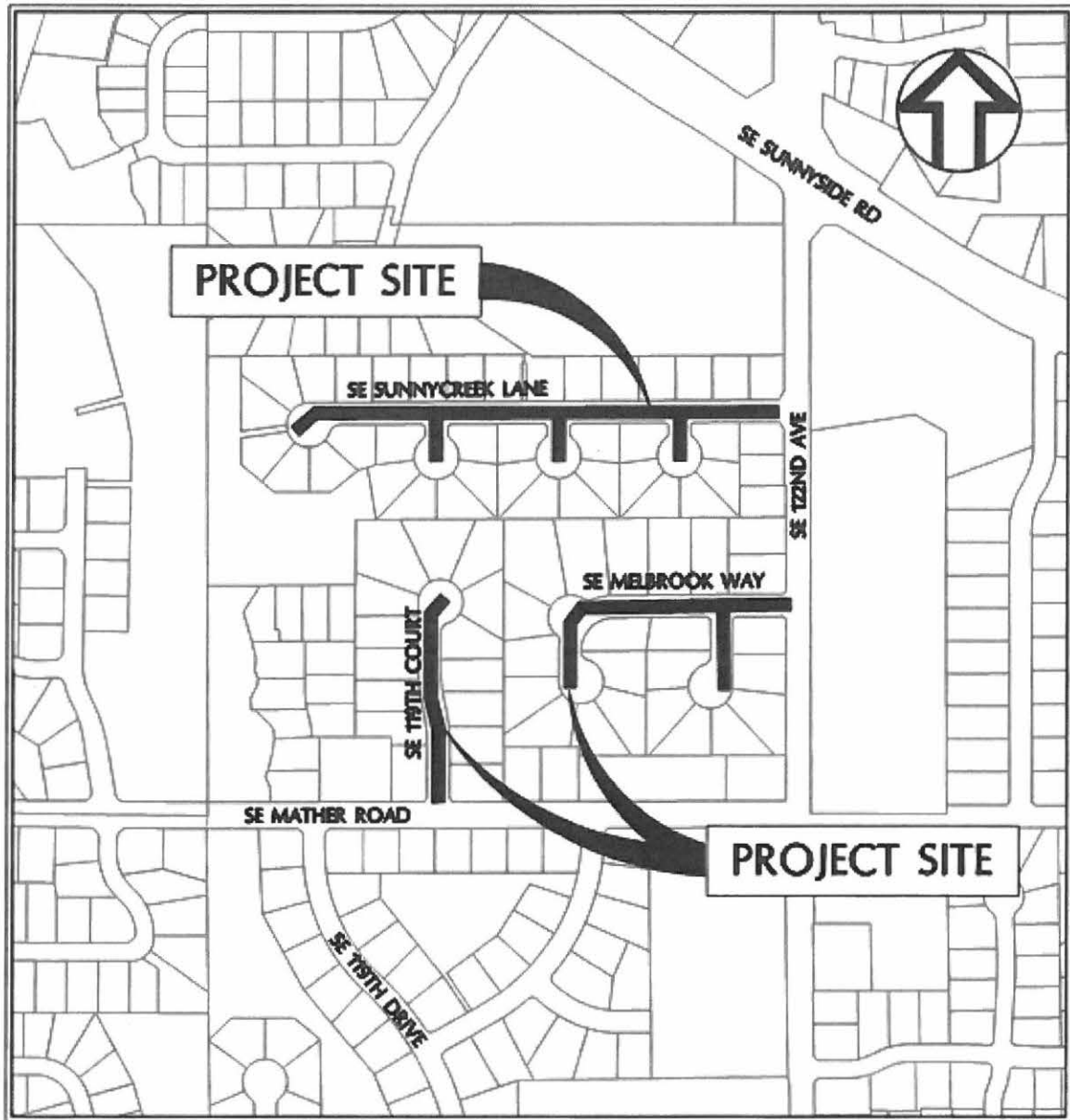
By: \_\_\_\_\_

By: Walt [Signature]

Date: \_\_\_\_\_

Date: 4/23/19

EXHIBIT A  
PROJECT AREA



PROJECT SITE MAP  
NOT TO SCALE

**EXHIBIT B**

**PRELIMINARY SCOPE OF WORK**

<b>Project Component</b>	<b>Sunrise Cost Responsibility</b>	<b>County Cost Responsibility</b>
Trench saw cut	100%	0%
Temporary trench patch during waterline construction	100%	0%
Permanent trench patch, 3" thick, no T-cut	100%	0%
Waterline installation, including design, procurement, contract labor and materials, contract administration	100%	0%
0" to 2" grind for pavement transition at ends of the overlay and on sides of streets at curb	100%	
2-inch thick, 1/2-inch dense, Level 3 asphalt overlay, full road width	71.8%- \$148,690.65	28.2%- \$58,349.28
Flagging and traffic control	100%	0%
Compaction testing for asphalt overlay	100%	0%

P0756244.v3

# CHANGE ORDER



PO Box 3767

Wilsonville, OR 97070

Contact: Derek Osterholme

Phone: 503 612-9284

Email: dereko@dtexcavation.com

Job Name: Sunnycreek Waterline ReplacementJob Location: Clackamas, OREngineer:Plans Dated:Addenda:Quote To: Sunrise Water AuthorityContact: Elizabeth EdgarPhone: (503) 761-0220Email: eedgar@sunrisewater.comEst #: 2441812Est Rev #:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
310	Clackamas: 2" Overlay	4,561.00	SY	12.48	56,921.28
326	2" MH Riser Rings	12.00	EACH	119.00	1,428.00
<b>GRAND TOTAL</b>					<b>\$58,349.28</b>

**NOTES:**

QUALIFICATIONS:

Respectfully,

Derek Osterholme





**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

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

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contract with Language Line Services, Inc. for  
On-call Interpreter Services for Clackamas County Departments

<b>Purpose/Outcomes</b>	To provide On-call Interpreter Services for Clackamas County
<b>Fiscal Impact</b>	The total contract value is \$1,500,000.00
<b>Funding Source</b>	Various depending on Department Request for Services
<b>Duration</b>	Through June 30, 2023
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities
<b>Contact Person</b>	Kim Randall, Procurement; 503-742-5449

**BACKGROUND:**

On April 24, 2018 a Strategic Procurement was published RFP #2017-87 for On-call Interpreter Services. The RFP received nine responsive and responsible bidders and all nine Contractors were awarded contracts to provide On-call Interpreter Services for Clackamas County as needed. Scope of Work to be determined at time of Service and mutually agreed upon by County and Contractor. This is the final Contract award for all bidders.

This request has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners of Clackamas County approve the Contract with Language Line Services, Inc. for On-call Interpreter Services for Clackamas County.

Respectfully submitted,

Kimberly Randall  
Procurement and Contract Analyst

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



CLACKAMAS COUNTY  
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this “Contract”) is entered into between **Language Line Services, Inc.** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”).

**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, 2023**. 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: To provide Interpreting Services on an on-call basis (“Work”), further described in **Article III**.

**3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one million five hundred thousand dollars (\$1,500,000.00)**, 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 **Article III**.

**4. Travel and Other Expense.** Authorized:  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 and B.

**6. Contractor Data.**

**Name:** Language Line Services, Inc.  
**Address:** 1 Lower Ragsdale Drive, Bldg. 2, Monterey, CA 93940  
**Contractor Contract Administrator:** Rick Cummings  
**Phone No.:** 831-648-5529  
**Email:** [rcummings@languageline.com](mailto:rcummings@languageline.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, 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 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 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 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 Article V)
- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, 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 highest 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, except that Contractor may assign this Contract to a successor in interest in all its business provided such successor ratifies and assumes this Contract in its entirety. 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.

County acknowledges and agrees that (1) (a) Contractor does not subcontract any of its services, (b) its interpreter workforce consists of its own employees, individual independent contractor interpreters and interpreters provided through professional interpretation employment companies (collectively, “LLS Personnel”), (c) all of such services including the training of all LLS Personnel, and the quality and performance standards to be met by all LLS Personnel, are

supervised by Contractor, which is solely responsible for ensuring that the terms and conditions of its customer agreements are met, and (d) no specific LLS Personnel are assigned to any specific customer, LLS Personnel availability being based on the language for which interpretation is sought and the real time availability of LLS Personnel, and (2) County hereby approves the use of all of LLS Personnel.

**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. (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. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.



Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines, and corrective actions (including credit monitoring and identity restoration services) arising from disclosure of such Confidential Information caused by a data breach or a breach of Contractor's confidentiality obligations hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

**29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

**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, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

[Signature Page Follows]

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

Language Line Services, Inc.  
1 Lower Ragsdale Drive, Bldg. 2  
Monterey, CA 93940

Clackamas County:

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

\_\_\_\_\_  
Chair

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
226912-99 FBC / Delaware  
Oregon Business Registry #

\_\_\_\_\_  
Approved as to Form:

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

\_\_\_\_\_  
Date

## ARTICLE III

### PERSONAL/PROFESSIONAL SERVICES CONTRACT

#### SCOPE OF WORK

Contractor shall provide On-call Interpretation services as further described in Exhibits A and B, hereby attached and incorporated by reference.

The services under this Contract are considered an “on-call” or “as-needed basis,” in which no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

#### CONSIDERATION

- a. Consideration Rates – Time and Material Rate as further described in **Exhibit B**, hereby attached and incorporated by reference.
- a. 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 **one million five hundred thousand dollars (\$1,500,000.00)** over the life of this Contract. Invoices shall be submitted to requesting Department Project Managers per request.
- b. 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.
- c. 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.

## ARTICLE IV 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).

**ARTICLE V**  
**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 A**  
**RFP #2017-87 Interpreter Services**

**EXHIBIT B  
CONTRACTORS RESPONSE**

DRAFT

Approval of Previous Business Meeting Minutes:

March 14, 2019

March 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, March 14, 2019 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT:** Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas – Excused after Roll Call  
Commissioner Martha Schrader

## **CALL TO ORDER**

- Pledge of Allegiance
- Roll Call

## **I. CITIZEN COMMUNICATION**

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

1. Rob Brinkman, Milwaukie - Oregon City – spoke in support of the 2<sup>nd</sup> amendment preservation.
2. Clair Klock, Corbett – representing the Soil & Water Conservation – gave the Board an update on SWCD issues.

*~Board Discussion~*

## **II. PUBLIC HEARINGS**

1. **Board Order No. 2091-13** Accepting a Transfer of Jurisdiction from Clackamas County to the City of Lake Oswego for SW Kimball Court, County Rd. #2918  
Rick Maxwell, DTD Engineering presented the staff report on both Kimball Court and Bonita Road. 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 the first item.

### **MOTION:**

Commissioner Humberston: I move we approve the Board Order Accepting a Transfer of Jurisdiction from Clackamas County to the City of Lake Oswego for SW Kimball Court, County Rd. #2918.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

2. **Board Order No. 2091-14** Accepting a Transfer of Jurisdiction from Clackamas County to the City of Lake Oswego for a Portion of SW Bonita Road, County Rd. #929  
Chair Bernard asked for a motion on this item.

### **MOTION:**

Commissioner Humberston: I move we approve the Board Order Accepting a Transfer of Jurisdiction from Clackamas County to the City of Lake Oswego for a portion of SW Bonita Road, County Rd. #929.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

Chair Bernard announced the Board will adjourn as the Library Service District and convene as the Service District No. 5 Board for the next 9 public hearings.

**SERVICE DISTRICT NO. 5 (Street Lighting)**

Wendi Coryell, Department of Transportation & Development, presented the following 9 Assessment Areas including a PowerPoint presentation.

1. **Board Order No. 2091-15** Forming a 39-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 10-18, Pacific Crest 39-Lot Subdivision
2. **Board Order No. 2091-16** Forming a 7-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 18-18, Madelyn Meadows 7-Lot Subdivision
3. **Board Order No. 2091-17** Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 30-16, New Office Building One Lot Assessment Area
4. **Board Order No. 2091-18** Forming a Two Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 21-17, Two Lot Partition
5. **Board Order No. 2091-19** Forming a 17-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 36-18, Fawn Meadows 17-Lot Subdivision
6. **Board Order No. 2091-20** Forming a Two Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 58-16, Two Lot Partition
7. **Board Order No. 2091-21** Forming a Two Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 12-18, Two Lot Partition
8. **Board Order No. 2091-22** Forming a Two Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 60-18, Two Lot Partition
9. **Board Order No. 2091-23** Forming an 11-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 04-19, Boardman Ct. 11-Lot Petition

Chair Bernard opened the public hearing and asked if anyone wished to speak on any of the 9 Assessment Areas, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Humberston: I move we approve the board orders forming the assessment areas within Clackamas County Service District No. 5 as presented today.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye - the motion passes 4-0.

Chair Bernard announced the Board will adjourn as the Service District No. 5 Board and reconvene as the Board of County Commissioners for the remainder of the meeting.

### **III. CONSENT AGENDA**

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

#### **MOTION:**

Commissioner Humberston: I move we approve the Consent Agenda.  
Commissioner Fischer: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

#### **A. Elected Officials**

1. **Resolution No. 2019-24** Appointing Justices of the Peace Pro Tempore for the Clackamas County Justice of the Peace District
2. Approval of Amendment No. 2 with the State of Oregon Agreement 148537 to add additional funds for Juvenile Dependency Cases

#### **B. Department of Human Resources**

1. Approval of the Labor Contract between Clackamas County and AFSCME - Department of Transportation & Development and Business & Community Services (AFSCME-DTD/BCS)
2. Approval of the Labor Contract between Clackamas County and the Clackamas County Employee Association (CCEA)
3. Approval of the Labor Contract between Clackamas County and the Clackamas County Employee Association – Housing Authority (CCEA-HA)
4. Approval of the Labor Contract between Clackamas County and the Clackamas County Employee Association – Part-time/Temporary (CCEA-PT/Temp)

#### **C. County Administration**

1. **Resolution No. 2019-25** In the Matter of Participation in Funding Activities Oregon Office for Community Dispute Resolution

#### **D. Public & Government Affairs**

1. **Board Order No. 2091-26** for an Extension of the Cable Television Franchise with Beaver Creek Cooperative Telephone Company

#### **E. Technology Services**

1. Approval to Add 2 Additional Fiber Connections to the Intergovernmental Agreement between Clackamas Broadband eXchange and the North Clackamas School District

**IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. **Resolution No. 2019-27** to Approve, Support and Authorize a Boundary Change Restating Happy Valley as within the Boundaries of North Clackamas Parks and Recreation District

**V. WATER ENVIRONMENT SERVICES**

1. Approval of Amendment No. 1 to the Agreement between Water Environment Services and Polydne Inc. for Thickening and Dewatering Polymer - *Procurement*

**VI. COUNTY ADMINISTRATOR UPDATE**

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

**VII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 10:53 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>**

# **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, March 28, 2019 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT:** Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Housing Authority Commissioner Paul Reynolds

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next items, he introduced Housing Authority Commissioner Paul Reynolds.

## **I. HOUSING AUTHORITY PUBLIC HEARING**

1. Public Hearing on the Proposed 2019-2020 Housing Authority of Clackamas County (HACC) Annual Plan

Jill Smith, Health, Housing Authority Director presented the staff report.

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

Chair Bernard opened the public hearing and asked if anyone would like to speak.

1. Tom Cusack, Lake Oswego – spoke in support.
2. Eric Olson, Lake Oswego Planning – spoke about housing vouchers in Lake Oswego.

~Board Discussion~

Chair Bernard announced there is no Board action on this item today, it will come back before the Board at the April 4, 2019 business meeting.

## **II. HOUSING AUTHORITY CONSENT AGENDA**

Chair Bernard asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

1. In the Matter of Writing off Uncollectible Accounts for the Third Quarter of Fiscal Year 2019

### **MOTION:**

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

Chair Bernard announced the Board will Adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

## **III. CITIZEN COMMUNICATION**

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

1. Brainard Brauer, Oregon City – traffic safety on Redland Road and Ferguson Road.

~Board Discussion~

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

1. **Resolution No. 2019-28** Supporting the 2020 Census Count in Clackamas County  
Dylan Blaylock, Public & Government Affairs presented the staff report including a PowerPoint.

*~Board Discussion~*

Chair Bernard asked for a motion.

**MOTION:**

Commissioner Schrader: I move we approve the resolution supporting the 2020 Census Count in Clackamas County.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

2. Approval of 2019 Update to the Transportation Safety Action Plan  
Joe Marek, Department of Transportation & Development presented the staff report including a PowerPoint. Joe introduced 6 speakers who spoke in support.

1. Christine Lewis, Metro Councilor.
2. Mallorie McDowell, Traffic Engineer.
3. Janell Lawrence, Chair of Drive to Zero Taskforce.
4. Jim Rhodes, Chair, Traffic Safety Commission.
5. Julie Aalbers, CC Public Health.
6. Clint Coleman, Canby Traffic Safety.

*~Board Discussion~*

Chair Bernard asked for a motion.

**MOTION:**

Commissioner Humberston: I move we approve the 2019 update to the Transportation Safety Action Plan.”

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**V. CONSENT AGENDA**

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

**MOTION:**

Commissioner Schrader: I move we approve the Consent Agenda.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**A. Health, Housing & Human Services**

1. Approval for a Facility Lease Agreement with the North Clackamas School District No. 12 for Wichita Community Services Building for Women, Infants, & Children (WIC) Program – *Public Health*
2. Approval of an Intergovernmental Agreement with the Washington County for Accessing Clackamas County Emergency Medical Services Electronic Protocols – *Public Health*
3. Approval of an Intergovernmental Agreement with Portland State University (PSU), Toulon School of Urban Studies and Planning and the Regional Research Institute for Human Services – *Admin*
4. Approval of an Intergovernmental Subrecipient Agreement, Amendment No. 5 with North Clackamas Parks & Recreation District/Milwaukie Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
5. Approval of Grant Renewal Amendment No. 2 from the US Department of Housing & Urban Development (HUD), Housing Our Families for the Purpose of Providing Rapid Re-Housing – *Social Services*
6. Approval of Grant Renewal Amendment No. 2 from the US Department of Housing and Urban Development (HUD), Supportive Housing Program for the Housing Our Heroes Project for the Purpose of Providing Permanent Supportive Housing to Veterans – *Social Services*
7. Approval of Grant Renewal Amendment No. 2 from the US Department of Housing & Urban Development (HUD), Supportive Housing Program for the Rent Well Rapid Re-Housing Program – *Social Services*
8. Approval of Grant Renewal Amendment No. 2 from the US Department of Housing & Urban Development (HUD), Continuum of Care Program for the HOPE Leasing Program, for the Purpose of Providing Permanent Supportive Housing – *Social Services*
9. Approval of Grant Renewal Amendment No. 2 from the US Department of Housing & Urban Development (HUD), Continuum of Care Program for the HOPE II Program for the Purpose of Providing Permanent Supportive Housing – *Social Services*
10. Approval of Grant Renewal Amendment No. 2 from the US Department of Housing & Urban Development (HUD), Coordinated Housing Access System – *Social Services*

**B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement between Clackamas County and the City of Estacada to Transfer Permitting Authority, Maintenance Responsibility and Road Standards for a Portion of Darrow Road (County Road #1393).
2. Approval of a Local Agency Agreement No. 33216 with Oregon Department of Transportation for the Canby Marquam Hwy: Bear Creek Bridge #06027.
3. **Board Order No. 2019-29** Acknowledging a Platted Right of Way and Simultaneously Vacating a Portion of Mountain Road

4. Approval of Supplemental Project Agreement No. 33150 with Oregon Department of Transportation (ODOT) for the Clackamas County Regional Freight Intelligent Transportation System (ITS) Project.
5. Approval of Amendment No. 2 to the Local Agency Agreement No. 29996 with Oregon Department of Transportation (ODOT) for the Clackamas County Regional Freight Intelligent Transportation System (ITS) Project.
6. **Resolution No. 2019-30** Approval to Sell Property Located at 902 Abernathy Road in the Manner Provided in ORS 271
7. Approval of a Disposition Agreement between Clackamas County and The Blue at Abernathy Creek, LLC Pertaining to Property Located at 902 Abernathy Road
8. Approval of a Disposition Agreement between Clackamas County and Beaver Creek Structures, LLC Pertaining to Property Located at 19314 S Beaver Creek Road
9. Authorization to Purchase Plastic Pavement Markings from Geveko Markings, for the Department of Transportation and Development – *Procurement*
10. Approval of a Contract with Granite Construction Company for Bull Run River (SE Bull Run Rd) Bridge Approach – *Procurement*

**C. Finance Department**

1. Authorization to Contract for Elevator Services from Kone, Inc., for the Facilities Maintenance Division – *Procurement*

**D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. **Resolution No. 2019-31** Appointing Justices of the Peace Pro-Tempore for the Clackamas County Justice of the Peace District – *Justice Court*

**E. Community Corrections**

1. Approval to Apply for a Grant Award with National Institute of Justice to Conduct Research and Evaluation on Reentry Initiative

**F. Business & Community Services**

1. Approval of Amendments to the Clackamas Workforce Partnership (CWP) Bylaws

**G. Juvenile Department**

1. Approval of Personal Services Contract Amendment No. 11 with Parrott Creek Child and Family Services to Provide Shelter Services for Youth - *Procurement*
2. Approval of Personal Services Contract Amendment No. 11 with Boys and Girls Aid Society of Oregon to Provide Shelter Services for Youth - *Procurement*



3. Approval of Personal Services Contract Amendment No. 11 with Christian Community Placement Center to Provide Shelter Services for Youth - *Procurement*

**H. Technology Services**

1. Approval of a Service Level Agreement with the Multnomah Educational Service District for the Lease of Dark Fiber

**I. County Counsel**

1. **Board Order No. 2019-32** Approval of Withdrawal of Territory from Clackamas County Service District No. 1

**VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of Amendment No. 1 to the Grant Agreement between Metro and North Clackamas Parks & recreation District for the Boardman Wetland Complex Project

**VII. DEVELOPMENT AGENCY**

1. Approval of the Third Amendment to Disposition Agreement with Bottling Group, LLC

**VIII. WATER ENVIRONMENT SERVICES**

1. Amendment No. 2 to the Agreement between Water Environment Services and Tribeca Transport LLC for On-Call Services for the Management of Class B Biosolids and Raw Sludge - *Procurement*

**IX. COUNTY ADMINISTRATOR UPDATE**

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

**X. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED - 11:57 AM**

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Tim Heider,  
Interim Director  
Public & Government Affairs

Public Services Building  
2051 Kaen Road, Oregon City, OR 97045

May 2, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the City of Newberg  
Regarding Payment for Services Related to Willamette Falls Locks State Commission

<b>Purpose/Outcomes</b>	Approval of an Intergovernmental Agreement between Clackamas County and the City of Newberg regarding payment for services related to Willamette Falls Locks State Commission
<b>Dollar Amount and Fiscal Impact</b>	\$2,500 to Clackamas County, Public & Government Affairs.
<b>Funding Source</b>	Newberg to contribute \$2,500 to Clackamas County (PGA)
<b>Duration</b>	N/A
<b>Previous Board Action</b>	Board approved contract Willamette Falls Locks Project Management Contract on March 29, 2018
<b>Strategic Plan Alignment</b>	Supports growing a vibrant economy and building a strong infrastructure.
<b>Counsel Review</b>	Yes
<b>Contact Person</b>	Trent Wilson, Clackamas County Government Affairs Specialist, 503-655-8206
<b>Contract No.</b>	#2017-89 Willamette Falls Locks Project Management

**BACKGROUND:**

Senate Bill 256 (Oregon State Legislature 2017) established a Willamette Falls Locks State Commission. The mission of the State Commission as assigned by SB 256 calls for work that would lead towards the transfer of the Willamette Falls Locks to a non-federal owner. Anticipated work to reach that conclusion includes: engineering studies, finance and governance modeling, and state and federal advocacy. Contracted work totals \$865,000.

Participating members of the Willamette Falls Locks stakeholders agreed to share the cost of funding the project contractor. Clackamas County, along with Metro and the participating river cities (jointly) agreed to each pay \$120,000 over the first two years of the State Commission. Clackamas County is using state lottery funds from Business and Community Services to fund its commitment. Tourism and Cultural Affairs has also collected funds from local tourism stakeholders, and various river users also contribute towards the total amount.

As the contract manager, Clackamas County will receive funds from participating cities fulfilling the \$120,000 commitment. The city of West Linn is coordinating city payments, but funds come directly to the county from the various cities accompanied by an Intergovernmental Agreement (IGA) that acts a receipt. In exchange, Clackamas County will act as the project manager to supervise of the work of the due diligence and project management firm as required by the State Commission.

This Intergovernmental Agreement is between Newberg and Clackamas County. Newberg will fund a single payment of \$2,500 for the Willamette Falls Locks project coordination.

Clackamas County released a RFP in November 2017 seeking a project management firm to perform the due diligence work required by the State Commission. The selected bidder is Summit Strategies, LLC.

Clackamas County has an existing contract with Summit Strategies, LLC for federal representation services. This contract is separate from that contract.

**RECOMMENDATION:**

Staff recommends Board approval of the Intergovernmental Agreement between Clackamas County and the City of Newberg.

Respectfully submitted,

Tim Heider, Interim Director  
Clackamas County Public & Government Affairs

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND CITY OF NEWBERG**

This Intergovernmental Agreement (“Agreement”) is entered into by and between **Clackamas County** (“County”), a political subdivision of the State of Oregon, and the **City of Newberg** (“City”), an Oregon municipal corporation, for the provision of project management and due diligence services provided to the **Oregon State Commission for Willamette Falls Locks**, (“Commission”), formed under 2017 SB 256, 2017 Oregon Session Laws Ch. 734, ORS 358.640 (Temporary provisions relating to Willamette Falls Locks Commission). This Agreement is authorized pursuant to ORS 190.010, and ORS 190.110.

1. **Effective Date and Duration.** This Agreement shall become effective upon signature by City representative. Unless earlier terminated or extended, this Agreement shall expire on June 30, 2019 (“Expiration Date”). This Agreement may be otherwise extended by mutual written agreement of the parties at any time prior to its Expiration Date.
2. **Statement of Work.** County agrees to perform the project management and due diligence work in accordance with the terms and conditions of this Agreement as reflected in Attachment 1. County agrees that it shall use the contributions from the funding partners in support of consulting services pertaining to and in support of the Commission and the goals of the Project as defined in 2017 Oregon Session Laws Ch. 743, Section 2. The County agrees to solicit through a competitive process the required project management and due diligence consulting services. The County further agrees to convene the staff from the contributing partners to provide guidance and support to the Commission and consultants.
3. **Consideration.** City agrees that it shall contribute Two Thousand and five hundred Dollars (\$2,500.00) to the County to support the project management and due diligence facilitation upon execution of this agreement.
4. **Schedule of Performance.** The delivery schedule for the provision of these services is intended to be completed by June 30, 2019.
5. **Project Managers; Notice.** Each party has designated a project manager to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate individual. To be effective, any notice required to be given under this Agreement may be given by personal delivery to the address below or may be sent by certified mail, return receipt requested and if sent via certified mail return receipt requested such notice will be deemed delivered three (3) business days after postmark. Notice may also be given by overnight delivery service, effective upon receipt of such delivery.

City of Newberg  
Joe Hannan  
City Manager,  
City of Newberg  
PO Box 970  
Newberg, OR 97132  
(503) 537-1207

Clackamas County  
Gary Schmidt  
Director, Clackamas County  
Public and Government Affairs  
2051 Kaen Rd., Suite 450  
Oregon City, OR 97045  
(503) 742-5908

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
7. **Termination.**
  - A. The parties may agree to an immediate termination of this Agreement or at a time certain upon mutual written consent.
  - B. Either party may terminate this Agreement effective not less than 30 days from delivery of written notice for any reason. City shall be responsible for any costs of Work done on its behalf prior to the effective date of the termination.
  - C. Either party may terminate this Agreement in the event of a breach by the other party. However, prior to such termination, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the breaching party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this Agreement.
8. **Funds Available and Authorized.** Both parties certify that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within each party's current appropriation and limitation through fiscal year 2018-2019. Both parties understand and agree that payment of amounts under this Agreement attributable to Work performed after the end of the current fiscal year is contingent on either party receiving appropriations, limitations, or other expenditure authority. 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.
9. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
10. **Access to Records.** Both parties and their duly authorized representatives shall have access to the documents, papers, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcript.

11. **Compliance with Applicable Law.** Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Both party's performance under this Agreement is conditioned upon either parties compliance with the provisions of the Oregon Revised Statutes, including but not limited to ORS 279A, B, and C, which are incorporated by relevant reference herein. Notwithstanding the foregoing, the County is solely responsible for any and all contracts and subcontracts associated with the project management and due diligence work to be funded by this Agreement, including but not limited to procurement under applicable public contracting laws, contract management, and payments to contractors and subcontractors. County acknowledges that other than City's payment of funds to the County, City has no other obligation or responsibility for this the project management and due diligence work.
12. **No Third Party Beneficiary.** The County and City are the only parties to this Agreement and as such, are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
13. **Indemnification.** Within the limits of the Oregon Tort Claims Act, each party agrees to indemnify and defend the other and its elected officials, officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this Agreement, excluding the cost of defense and attorney fees, arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its elected officials, employees, agents, subcontractors or representatives.
14. **Merger Clause.** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
15. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
16. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable


shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

*[Signature Page Follows]*

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

**City of Newberg**

**Clackamas County Board of County Commissioners by:**

  
\_\_\_\_\_  
Joe Hannan, City Manager  
By Authority of Resolution 2019-3544

\_\_\_\_\_  
Chair


4/9/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Approved as to Form:

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

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



Attachment 1

Project Management and Due Diligence Work Program

- Overall Project Management – A single overall project manager should be identified with responsibility to manage the full work program, including work elements being carried out by other consultants and agency staffs.
- Governance – A key conclusion of this effort will be to identify a transferee and the governance structure through which to implement the transfer of the Locks from the Corps to a new owner.
- Funding – The companion conclusion to the governance question will be to determine the appropriate funding strategy to implement needed capital repairs and support ongoing operations, maintenance, and periodic capital improvements.
- Engineering – The Consultant team should include a civil engineer with experience with locks. This person will be responsible for consulting with the Corps to fully understand their engineering assessment, verify the scope of work for each repair item, confirm costs and assist the Locks Commission in finalizing an agreed upon short- and long-term capital repair plan.
- Public Outreach – The Consultant, working with the assistance of the full partners group will design and implement an appropriate public outreach work program with an eye toward building a base of support for ultimate implementation.
- Advocacy – The Consultant will develop and manage the best approach for any state or federal legislative and administrative advocacy stemming from recommendations by the Commission or full partners group.
- Agency Organization Structure and Capabilities – With the assistance of the full partners group and accessing the experience of the Corps, the Consultant will be responsible for defining the staffing and resources required for the transferee to be successful.
- Other studies and issues as required – As the project manager, the Consultant will be required to identify issues to be addressed and ensure that resources from the Consultant and/or the full partners group are assigned to analyze or otherwise address the issue.

Commission Proposal – The Consultant will be responsible for drafting the final Commission proposal



**OFFICE OF COUNTY COUNSEL**

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

May 2, 2019

**Stephen L. Madkour**  
 County Counsel

Board of County Commissioners  
 Clackamas County

**Kathleen Rastetter**  
**Scott C. Ciecko**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
**Andrew R. Naylor**  
**Andrew Narus**  
**Sarah Foreman**  
 Assistants

Members of the Board:

Approval of Settlement Agreement in the Case of  
Castro v. Clackamas County, Christopher Hoy, et al.

<b>Purpose/Outcomes</b>	Authorize settlement of lawsuit brought by former Deputy Judith Castro against the Clackamas County, Chief deputy Christopher Hoy, and Patricia Snow
<b>Dollar Amount and Fiscal Impact</b>	\$100,000
<b>Funding Source</b>	\$25,000 CCSO Budget, and \$75,000 County Risk Fund
<b>Duration</b>	Full and Final Release and Settlement
<b>Previous Board Action</b>	The Board has been apprised of various developments in this case over the course of the litigation, the most recent being on April 9, 2019.
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	Jeffrey D. Munns, Assistant County Counsel
<b>Contract No.</b>	N/A

**BACKGROUND:**

Judith Castro was formerly a Deputy with the Clackamas County Sheriff's Office. Ms. Castro filed suit against Clackamas County, Chief Deputy Hoy and Patricia Snow. In that lawsuit she alleged claims of aiding unlawful employment practice, worker's compensation discrimination, discrimination because of accommodation request, and discrimination because of disability.

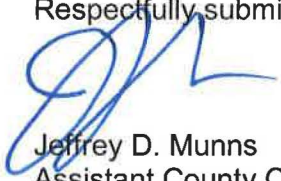
The Board of County Commissioners has exclusive settlement authority of those settlements of \$100,000 or more.

The proposed settlement reached by the parties in this case is \$100,000. The terms of the proposed settlement are set forth in the attached Settlement Agreement and General Release of Claims. Once settled, plaintiff will dismiss all claims alleged in the suit.

**RECOMMENDATION:**

Staff respectfully requests that the Board of County Commissioners authorize the settlement as proposed and as set forth in the draft Settlement Agreement and General Release of Claims.

Respectfully submitted,



Jeffrey D. Munns  
Assistant County Counsel

Attachment:  
Settlement Agreement and General Release of Claims

## SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

This Settlement Agreement and General Release of Claims ("Agreement") is made and entered into on the one hand by Judith Castro ("Castro"), an individual, and on the other hand by Clackamas County, and employees Christopher Hoy and Patricia Snow, (shall be known collectively as "County"). This Agreement becomes effective and enforceable after seven calendar days have passed following Castro's execution of the Agreement as provided in Section 7 of this Agreement and after a majority of the County Commissioners have approved the Agreement as provided in Section 4 of this Agreement (hereinafter referred to as "Effective Date").

1. Meaning of Terms.

- a. As used herein, "Castro" shall mean Judith Castro, her spouse, heirs, executors, administrators, agents, insurers, attorneys, assigns, and anyone claiming through her.
- b. As used herein, "County" shall mean Clackamas County, all divisions and departments within Clackamas County, including the Clackamas County Sheriff's Office, all past and present employees and managers (in their individual and representative capacities), all past and present officers, all past and present commissioners, insurers, attorneys, and agents to include Christopher Hoy and Patricia Snow.
- c. As used herein, "Hoy" shall mean Christopher Hoy, his spouse, heirs, executors, administrators, agents, insurers, attorneys, assigns, and anyone claiming through him.
- d. As used herein, "Snow" shall mean Patricia Snow, her spouse, heirs, executors, administrators, agents, insurers, attorneys, assigns, and anyone claiming through her.
- e. As used herein, "Defendants" shall mean County, Hoy, and Snow.
- f. As used herein, "County Releasees" shall mean collectively County, Hoy, and Snow.
- g. As used herein, "Parties" shall mean collectively Castro, County, Hoy, and Snow.

2. Purpose. The Parties desire to settle and compromise fully and finally any and all differences between them including, but not limited to, disputes related to Castro's employment and separation from employment as well as all claims asserted in Castro's lawsuit and all claims asserted in correspondence between them, and all matters which could have been asserted, and any and all additional claims Castro has or might have asserted against County Releasees.

3. Consideration. In consideration of this Agreement, the County will provide payment inclusive of all damages, costs and attorneys' fees to be paid in two separate checks the first to be payable as wages to Castro in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000) and the second to be paid to the client trust account of Bennett, Hartman, Morris & Kaplan in the amount of Seventy-Five Thousand and No/100 Dollars (\$75,000) (the "Consideration"). The County shall cause the Consideration to be delivered to Castro's attorney of record, Richard B. Myers, Bennett, Hartman, Morris & Kaplan, LLP, 210 SW Morrison Street, Suite 500, Portland, OR 97204-3149.



4. Settlement Requires Approval By the Board of Commissioners. The Parties acknowledge that the signature on behalf of Clackamas County below will be added only after a majority of the five-member Clackamas County Board of Commissioners approve of the settlement and the settlement documents at a duly noticed public meeting. A signature on behalf of Clackamas County below represents that the County Commissioners approved this Agreement.
  
5. Payment of Applicable Taxes. Castro is and shall be solely responsible for all federal, state, and local taxes that may be owed by Castro by virtue of the receipt of all or any portion of the monetary payment or Consideration provided under this Agreement, except, however, with respect to any liability or obligation that the County may have as to payroll-related tax withholdings and/or as required by applicable law. Castro agrees to indemnify and hold the County harmless from any and all liability, including, without limitation, all penalties, interest, and other costs that may be imposed by the Internal Revenue Service or other federal or state agencies regarding any tax obligations that may arise from the treatment of the monetary consideration under this Agreement. Castro acknowledges that the County has provided no advice concerning tax, benefits, or benefit eligibility issues in connection with the negotiation of this Agreement.
  
6. Mutual Releases.
  - a. Castro's Release to County Releasees. In consideration of the Agreement, Castro, for Castro personally and Castro's spouse, heirs, executors, administrators, successors and assigns, fully, finally, and forever releases and discharges County Releasees and their affiliates, as well as her, its, or their respective successors, assigns, officers, owners, spouses, agents, representatives, employees, managers, commissioners, attorneys, insurers, and employees (collectively, "County Releasees") of and from all claims, demands, actions, causes of action, suits, damages, losses, and expenses, of any and every nature whatsoever, as a result of actions or omissions occurring through the Effective Date of this Agreement. Specifically included in this waiver and release are, without limitation, all claims Castro may have that arose prior to the signing of this Agreement, and she hereby specifically waives and releases all claims against the County Releasees to the extent any such claim could be asserted, including, but not limited to, those arising under any federal or state law or local ordinances. That includes by way of illustration those arising under the Age Discrimination in Employment Act, any federal employment law, Oregon Chapters 652, 653, 659 and 659A; any tort, employment contract (express or implied, oral, or written), public policy, claims of retaliation including claims based upon prior grievances, complaints, or lawsuits including the filing of this lawsuit, whistleblower claims, claims of aiding and abetting, or any other claims; under the common law, intentional infliction of emotional distress, reckless infliction of emotional distress, negligent infliction of emotional distress, harassment, hostile work environment, assault and battery, negligence or gross negligence, or defamation, whether such claims arose or may have arisen individually, through a governmental agency, class of employees; and any and all claims for attorneys' fees. This release includes any and all claims of any nature that Castro may have that arose prior to the date of his signature on this Agreement. This is a full and final waiver and release of any such claims that Castro has or might have asserted against the Defendant Releasees and she intends that the release have the broadest effect possible under law. Castro represents that she has no claim against the Defendant Releasees which is not released under this Agreement.

- b. Defendants' Release to Castro. In consideration of the Agreement, Defendants fully, finally, and forever release and discharge Castro and her respective successors, assigns, spouse, agents, representatives, attorneys, and insurers (collectively, "the Castro Releasees") of and from all claims, demands, actions, causes of action, suits, damages, losses, and expenses, of any and every nature whatsoever, as a result of actions or omissions occurring through the Effective Date of this Agreement. Specifically included in this waiver and release are, without limitation, all claims Defendants may have that arose prior to the signing of this Agreement, and Defendants hereby specifically waive and release all claims against the Castro Releasees to the extent any such claim could be asserted, including, but not limited to, those arising under any federal or state law or local ordinances. That includes by way of illustration those arising under any federal employment law, Oregon Chapters 652, 653, 659 and 659A; any tort, employment contract (express or implied, oral, or written), public policy, claim of retaliation, claim of aiding and abetting, or any other claim; under the common law, claims for wrongful discharge, intentional infliction of emotional distress, reckless infliction of emotional distress, negligent infliction of emotional distress, harassment, hostile work environment, assault and battery, negligence or gross negligence, or defamation, whether such claims arose or may have arisen individually, through a governmental agency, class of employees; and any and all claims for attorneys' fees. This release includes any and all claims of any nature that Defendants may have that arose prior to the date of their signatures on this Agreement. This is a full and final waiver and release of any such claims that Defendants have or might have asserted against the Castro Releasees and they intend that the release have the broadest effect possible under law. Defendants represent that they have no claim against the Castro Releasees which is not released under this Agreement.
7. Compliance with the Older Workers Benefit Protection Act. This Agreement is subject to the terms of the Older Workers Benefit Protection Act of 1990 ("OWBPA"), which provides that an individual cannot waive a right or claim under the Age Discrimination in Employment Act ("ADEA") unless the waiver is knowing and voluntary. Pursuant to the terms of the OWBPA, Castro acknowledges that she has executed this Agreement voluntarily and with full knowledge of its consequences. Castro is hereby advised to seek counsel regarding whether to sign this Agreement and acknowledges that she has done so. Castro further acknowledges that this Agreement is written in a manner that is calculated to be understood, that she does understand it, that it applies to any rights she may have under the ADEA, that it releases claims up to the date it is signed but not claims or rights that she may have under the ADEA that arise after it is signed, that she is receiving consideration or benefits in addition to those to which she is already entitled, and that she has a period of up to 21 (twenty-one) calendar days to consider this Agreement, but knowingly and voluntarily waives that right by signing it on an earlier date if he does so. Castro further acknowledges, understands, and agrees that this Agreement shall not become effective or enforceable as a waiver of his ADEA claims until seven (7) calendar days after it is executed by her and that until seven (7) days have passed he may revoke this Agreement. Castro will provide written notice of any such revocation to CCSO.
8. No Filings and Covenant Not to Sue of the Parties. A "covenant not to sue" is a legal term that means a person promises not to file a lawsuit or other legal proceeding. It is different from the release of claims contained above. Besides waiving and releasing the claims



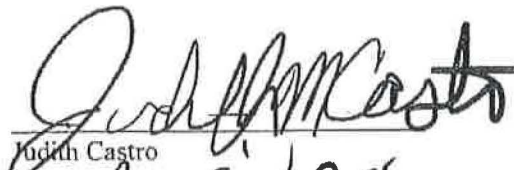
above, the Parties promise never to file or prosecute any legal claim of any kind against each other in any forum for any reason based on any act, omission, event, occurrence, or non-occurrence, through the Effective Date of this Agreement, including but not limited to claims, laws, or theories covered by the Parties' Releases contained in Section 6 above.

9. Dismissal of Litigation. This release is given in full compromise and settlement of the claims of Castro against Defendants in Civil Case No. 18CV20202 in the Circuit Court of the State of Oregon for Clackamas County wherein Judith Castro appears as Plaintiff and Clackamas County Sheriff's Office, Christopher Hoy and Patricia Snow appear as Defendants. In consideration of the foregoing, Castro and Defendants direct entry of judgment of dismissal with prejudice as to all of Castro's claims against Defendants and without attorneys' fees or costs to any party in that certain action (Civil Case No. 18CV20202).
10. Exceptions to the Release. This Agreement is not intended to waive or release any claims by either party to enforce this Agreement, and those matters contained in Claims Disposition Agreements and Disputed Claim Settlements for claims 10-W-061, and 15-W-087 to be entered into by the parties separate from this Agreement.
11. Letter of Reference. After the execution of this Agreement, the County will provide to Castro the letter of reference attached hereto as Exhibit A on the letterhead of the County and signed by Captain Lee Eby.
12. Non-Admission. This Agreement shall not be construed as an admission by any party of any liability or acts of wrongdoing or statutory violations, nor shall it be considered to be evidence of such liability, wrongdoing, or statutory violations.
13. Waiver. No waiver of any term of this Agreement shall constitute a waiver of any other terms, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. Any party may waive any provision of this Agreement intended for its benefit, but such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.
14. Voluntary and Knowing Agreement. Each party hereto states that the party has carefully read this Agreement, that the party has had the opportunity to have it reviewed and explained to the party by an attorney of his choosing, that the party fully understands its final and binding effect, and that the party is signing this Agreement voluntarily and with the full intent of releasing the applicable Releasees from all claims.
15. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. Castro is not relying on any other agreements or oral representations not fully addressed in this Agreement. Any prior agreements between or directly involving Castro and County Releasees are superseded by this Agreement. The provisions of this Agreement are severable, and if any part of this Agreement is found by a court of law to be unenforceable, the remainder of this Agreement will continue to be valid and effective. The headings in this Agreement are provided for reference only and shall not affect the substance of this Agreement.

16. Counterparts. This Agreement may be executed by email or facsimile and in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and General Release of Claims on the respective dates set forth below.

CLACKAMAS COUNTY



Judith Castro

Date: April 24, 2019

Approved as to form.



Richard B. Myers, OSB #131264  
Of Attorneys for Plaintiff

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2019

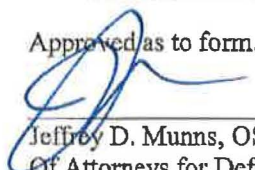
Christopher Hoy

Date: \_\_\_\_\_, 2019

Patricia Snow

Date: \_\_\_\_\_, 2019

Approved as to form.



Jeffrey D. Munns, OSB #983048  
Of Attorneys for Defendants

4/24/19



**Exhibit A**

May 1, 2019

To Whom It May Concern:

This letter of reference is written on behalf of Judith Castro.

Judith worked for Clackamas County as a jail deputy from 2005 to 2017. She took pride in her work and showed a strong commitment to service in law enforcement.

Clackamas County thanks Judith for her many years of service and wishes her the best in this new chapter of her career.

Sincerely,

Captain Lee Eby



May 2, 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 a Board Order Related to a Previously Denied Comprehensive  
Plan Map Amendment and Zone Change Application

<b>Purpose/Outcomes</b>	Adopt a board order and findings related to a previously denied land use action
<b>Dollar Amount and Fiscal Impact</b>	None identified
<b>Funding Source</b>	N/A
<b>Duration</b>	Indefinitely
<b>Previous Board Action</b>	Board of County Commissioners (“Board” or “BCC”) held a public hearing on March 27, 2019, at which time the BCC voted 4-0 to deny the application, and directed staff to draft the board order and the findings of fact, both of which are included with this report.
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	Nate Boderman, 503-655-8364
<b>Contract No.</b>	None

**BACKGROUND:**

On March 27, 2019 a public hearing was conducted before the BCC to consider a Comprehensive Plan Map Amendment from Low Density Residential (LDR) to Corridor Commercial (COR) with a corresponding zone change from Low Density Residential (R-5) to Corridor Commercial (CC) for an approximately 10,000 square-foot parcel located at 8220 SE Cornwell Avenue, during which the BCC orally voted 4-0 to deny the application. The reason for the denial was that the proposal did not comply with two specific sets of policies in the Clackamas Regional Center Design Area section of Chapter 10 of the Comprehensive Plan:

- (1) A policy that requires expansion of commercial zoning into residential neighborhoods be “limited” along the corridor where the subject site is located; and
- (2) Policies that require housing capacity lost through a Plan amendment or zone change be replaced on another site or constructed on site as part of a mixed-use development. The applicant did not propose required replacement housing as part of the application in a manner provided by the Comprehensive Plan.

The Board then directed staff to draft and order and findings consistent with its decision. A copy of the Board Order implementing the oral decision, and findings and conclusions to be adopted by the Board has been attached.

**RECOMMENDATION:**

Staff recommends the Board approve the attached Board Order and the findings and conclusions which are attached thereto.

Respectfully submitted,



Nate Boderman  
Assistant County Counsel

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

In the Matter of a Comprehensive  
Plan Map Amendment and Zone  
Change from Washman LLC, on  
property described as T1S R2E Section  
28BB Tax Lot 12500

File Nos.: Z0375-18-CP and Z0376-18-  
ZAP

Board Order No. \_\_\_\_\_  
*Page 1 of 2*

**Whereas**, this matter coming regularly before the Board of County Commissioners, and it appearing that Washman LLC made an application for a Comprehensive Plan Map Amendment from Low Density Residential (LDR) to Corridor Commercial (COR) with a corresponding zone change from Low Density Residential (R-5) to Corridor Commercial (CC) for an approximately 10,000 square-foot parcel located at 8220 SE Cornwell Avenue, on the property described as T1S R2E Section 28BB, Tax Lot 12500; and

**Whereas**, it further appearing that the subject property is located within an area identified in the County's Comprehensive Plan as a "Corridor" and, as such, is subject to the specific policies applicable to the SE 82nd Corridor that are found in the Clackamas Regional Center Design Area Section of Chapter 10; including policies that require housing capacity lost through a Plan amendment or zone change be replaced on another site or constructed on site as part of a mixed-use development, which has not been proposed as part of the application; and

**Whereas**, it further appearing that after appropriate notice public hearings were held before the Planning Commission on January 28, 2019, at which testimony and evidence was presented, and on February 25, 2019, at which the Planning Commission deliberated and, by the vote of 5-3, recommended denial of this request; and

**Whereas**, it further appearing that after appropriate notice a public hearing was held before the Board of County Commissioners on March 27, 2019, at which testimony and evidence were presented, and that, at that hearing, a decision was made by the Board, by the vote of 4-0 to deny the application;

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

1. The applicant requests a Comprehensive Plan Map Amendment from Low Density Residential (LDR) to Corridor Commercial (COR) with a corresponding zone change from Low Density Residential (R-5) to Corridor Commercial (CC) for an approximately 10,000 square-foot parcel located at 8220 SE Cornwell Avenue.



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

In the Matter of a Comprehensive  
Plan Map Amendment and Zone  
Change from Washman LLC, on  
property described as T1S R2E Section  
28BB Tax Lot 12500

File Nos.: Z0375-18-CP and Z0376-18-  
ZAP

Board Order No. \_\_\_\_\_  
*Page 2 of 2*

2. This Board adopts as its findings and conclusions the Findings of Fact and Conclusions of Law for Z0375-18-CP & Z0376-18-ZAP document attached hereto and incorporated herein as Order Exhibit A, which finds the application not to be in compliance with the applicable criteria.

**NOW THEREFORE, IT IS HEREBY ORDERED** that:

1. The requested Comprehensive Plan designation amendment from Law Density Residential (LDR) to Corridor Commercial (COR) and with a corresponding zone change from Low Density Residential (R-5) to Corridor Commercial (CC) are hereby DENIED.
2. This Board adopts as its findings and conclusions the *Findings of Fact and Conclusions of Law for Z0375-18-CP & Z0376-18-ZAP* document attached hereto and incorporated herein as Order Exhibit A, which finds the application not to be in compliance with the applicable criteria.

**DATED** this 2<sup>nd</sup> day of May, 2019.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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



**FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR  
Z0375-18-CP & Z0376-18-ZAP:  
WASHMAN LLC  
COMPREHENSIVE PLAN MAP AMENDMENT & ZONE CHANGE**

**SECTION 1 - GENERAL INFORMATION**

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Planning File Nos.: Z0375-18-CP & Z0376-18-ZAP

Adoption Date: May 2, 2019

Applicant(s): Mark Hanna & David Tarlow/Washman LLC, PO Box 4124, Portland, OR 97028

Owner: Washman LLC, 3208 SE 13<sup>th</sup> Ave., Portland, OR 97202

Proposal(s): The applicant is proposing two actions for an approximately 10,000 square-foot parcel located at 8220 SE Cornwell Avenue:

- (1) Z0375-18-CP is a proposed Comprehensive Plan Map Amendment from Low Density Residential (LDR) to Corridor Commercial (COR); and
- (2) Z0376-18-ZAP is a corresponding Zone Change from Low Density Residential (R-5) to Corridor Commercial (CC),

Property Location: Approximately 100 feet east of SE 82nd Avenue, along SE Cornwell Ave.

Legal Description: T1S, R2E, Section 28BB, Tax Lot(s) 12500, W.M.

Site Address: 8220 SE Cornwell Ave.

Comprehensive Plan Designation: Low Density Residential (LDR)

Zoning District: Urban Low Density Residential (R-5)

Total Area Involved: 0.23 acres/ ≈10,018 sq.ft.

## **SECTION 2 - DECISION**

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The Board of County Commissioners (“Board”) finds that this application does not satisfy all the applicable state, regional and county criteria for the proposed change in the Comprehensive Plan and zoning designation for the subject property. Specifically, the proposal fails to meet all the applicable policies in Chapter 10 of the County’s Comprehensive Plan.

Therefore, the Board hereby denies the Plan designation change from Low Density Residential (LDR) to Corridor Commercial (COR) and corresponding zone change from Urban Low Density Residential (R-5) to Corridor Commercial (CC), as proposed in Planning files Z0375-18-CP and Z0375-18-ZAP.

## **SECTION 3 – BACKGROUND INFORMATION**

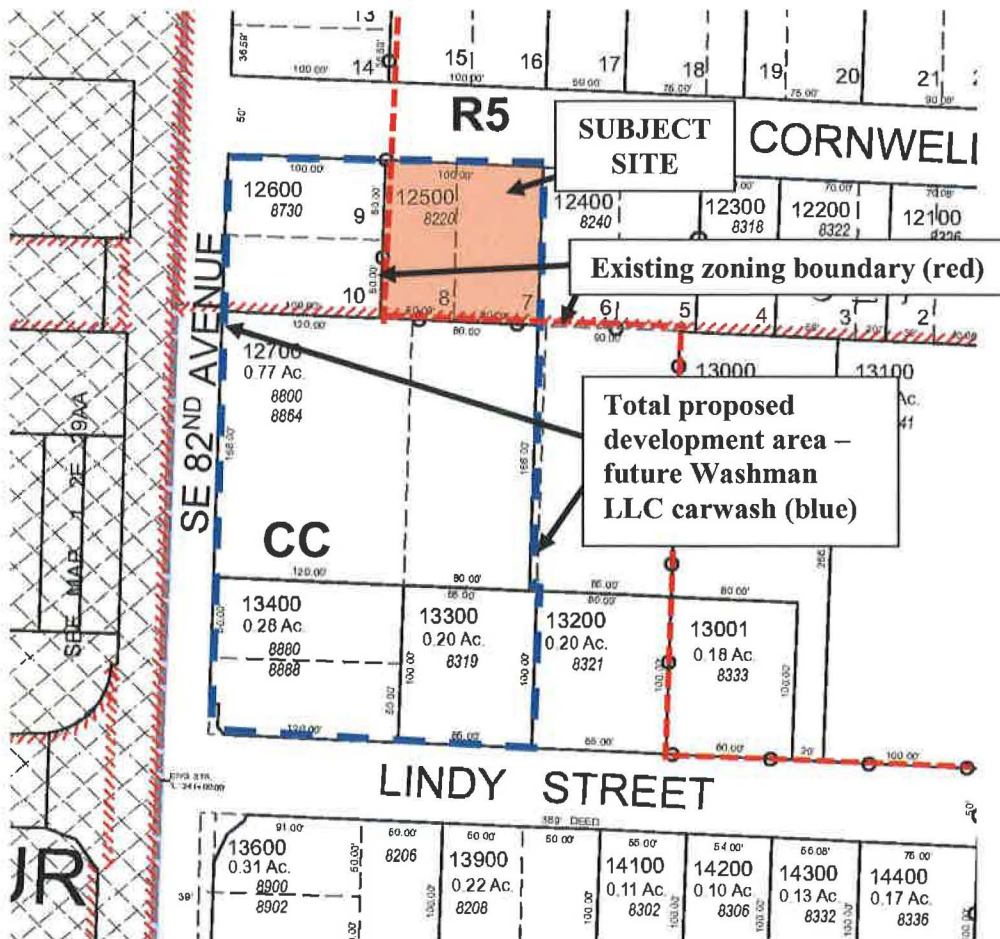
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1. Site Description: The subject site includes approximately 10,000 square feet of land and contains two legal lots record that have been combined into one development parcel. This parcel is nearly square shape, measuring approximately 100 feet by 100 feet. The parcel has 100 linear feet of frontage on SE Cornwell Ave.

The site currently contains one (1) single family dwelling built in 1925, according to the tax assessor. This dwelling is vacant. There are no wetlands, streams, creeks or other significant natural features on the subject property and the site is relatively flat, with no discernable slope.

This property has a Comprehensive Plan (“Plan”) designation of Low Density Residential (HDR), with a zoning designation of Urban Low Density Residential (R-5). As such, the site has the potential to contain two (2) dwellings, one on each underlying ≈5,000 square feet.





2. Surrounding Conditions: The subject site is bordered on the north by SE Cornwell Avenue (a local street) and is surrounded by lots of various sizes, ranging in size from 0.20 acres to 0.77 acres. The existing zoning district boundary between the CC and R-5 zones follows the western and southern boundary of the subject site, then continues east through the adjacent parcel and continues south along the eastern boundary of that parcel.

The lot abutting the subject site to the east is developed with six (6) units of multifamily housing on a site that is partially zoned R-5 (northern portion) and partially zoned CC (southern portion). These parcels are all zoned Corridor Commercial (CC). The parcel that abuts Lindy St. contains a single-family dwelling, built in 1945; the parcels with frontage on SE 82<sup>nd</sup> Avenue appear to have most recently been used for automobile and/or recreational vehicle sales. There are three small commercial structures on this property but it is predominantly a paved parking area.

Further west of the site, across SE 82<sup>nd</sup> Avenue, are properties zoned CC and developed with commercial uses, including a large Fred Meyer shopping center development. To the north, across SE Cornwell Ave are properties zoned CC along SE 82<sup>nd</sup> Avenue, also used for automobile sales, and properties zoned R-5 along SE Cornwell, which primarily contain



single-family dwellings built in the 1920s through the 1950s.



3. Soils: The subject property has one soil type: Multnomah Silt Loam (61A)\*

Soil Type *	Rating *	Slopes *	Location on Site	Native Vegetation *	General Elevations *
61A – Multnomah Silt Loam	Class III	0 to 3 percent slopes	Entire site	Native grasses, bigleaf maple, western hazel, Douglas fir, and Oregon white oak.	150 to 400 feet

\*The Soils Survey of Clackamas County Area, published by the United States Department of Agriculture.

As noted in the Soils Survey document, the soils on the subject site are well-suited for development: *Permeability of this Multnomah soil is moderate to a depth of 38 inches and rapid below this depth... This unit is suited to homesite development. It has few limitations... Removal of gravel and cobbles in disturbed areas is needed for best results when landscaping, particularly in areas uses for lawn. In summer, irrigation is needed for lawn grasses, shrubs, vines, shade trees and ornamental trees.*

4. Future Development of Site: As noted in the applicants' submitted materials and information presented at the public hearings, the subject site is planned for development in conjunction with adjacent properties being leased and/or purchased by Washman LLC and that abut SE 82<sup>nd</sup> Ave and Lindy Ave. This development would include a car wash and associated vacuum stations.

It is the Board's understanding, based on information provided at the public hearings, that Washman LLC could develop a carwash facility only on the adjacent parcels that abut SE 82<sup>nd</sup> Ave. and Lindy Street (meaning without the subject site), but the shape/configuration of that parcel limits the design of the facility and potentially creates more difficult access. If the subject site were included and zoned for commercial use, the development site becomes more rectangular in shape, which the applicant asserts allows for a more efficient design and safer ingress/egress to the development.

*As the applicant states, the purpose of this proposal is to even out the west side commercial zone line. The small residential zone lot is an encroachment into the commercial area creating a difficult to develop commercial site as the site would not be a rectangle (ie the northwest side would have a large area removed from a commercial site). The commercial site not has size edges as opposed to four if it were a rectangle. A commercial use would need to buffer three edges from residential uses as opposed to one. The existing residential lot is surrounded on two sides by commercial uses.*

*For example; a proposed car wash facility (8880 SE 82<sup>nd</sup>) could be developed on the full rectangle to allow better and safe access on the site's north and south side. A rectangular site plan would allow for the Tri-Met pull out on SE 82<sup>nd</sup> and provide room for more substantial landscaping on the east side. The car wash provided important entry level employment opportunities. The car wash allows people to have their car washed in a completely environmentally sound facility and avoid washing cars on public streets and driveways and the requested map amendments will allow the development of a car wash facility in the most efficient site design.*

5. Service Providers:
- a. Sewer: Clackamas County Service District #1
  - b. Water: Clackamas River Water
  - c. Surface Water: Clackamas County Service District #1
  - d. Fire Protection: Clackamas County Fire District #1
6. Responses Requested:
- a. City of Milwaukie
  - b. Clackamas County Service District #1
  - c. Clackamas River Water
  - d. Clackamas County Fire District #1
  - e. Oregon Dept. of Transportation (ODOT), Region 1
  - f. DTD, Traffic Engineering
  - g. Dept. of Land Conservation and Development
  - h. Metro



i. Property Owners within 300'

7. CPO Recommendation: The subject property is located within the Southgate (CPO), which is currently inactive.
8. Public Hearings: After appropriate notice, a public hearing was held before the Planning Commission on January 28, 2019, at which testimony and evidence was presented. During the public testimony period of that hearing, a member of the public requested the record be left open to provide more time for the Planning Commission to receive testimony. Subsequent to that request, the written record was left open for a total of three weeks for submission of additional written testimony and the public hearing was continued to February 25, 2019 for deliberation and decision only.

At the February 25, 2019 hearing, the Planning Commission engaged in deliberations and ultimately voted 5-3 to recommend denial of the proposal in Z0375-18-CP and Z0376-18-ZAP.

The Board of County Commissioners conducted a *de novo* review of the applications, at a public hearing held before the Board of County Commissioners on March 27, 2019. At this hearing testimony and evidence were presented and the Board made the decision, by the vote of 4-0, to deny the applications.

## **SECTION 4 – ANALYSIS AND FINDINGS**

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This proposal is subject to the relevant Statewide Planning Goals; Oregon Revised Statutes (ORS); Oregon Administrative Rules (OARs); Metro's Urban Growth Management Functional Plan; County Comprehensive Plan (Plan) policies, and the County's Zoning and Development Ordinance (ZDO). In an effort to be efficient and concise, only the applicable sections, regulations, and/or policies are noted below and discussed in these Findings.

### **1. Statewide Planning Goals and Guidelines**

- a. Goal 1: Citizen Involvement. The zone change and map amendment does not propose to change the structure of the county's citizen involvement program. Section 1307 of the Zoning and Development Ordinance (ZDO) contains adopted and acknowledged procedures for citizen involvement and public notification for legislative actions. This application has been processed consistent with the notification requirements in Subsection 1307.11, including public notice to local media sources and newspapers. Notice of the proposed amendment was provided to the relevant Community Planning Organization, all property owners within 300 feet of the subject property and a list of interested parties and agencies. Also, notice of the Planning Commission and Board of County Commissioners hearings was published in the newspaper and posted on the county's website. The Department of Land Conservation and Development (DLCD) and Metro were notified of this proposal, but neither has provided a response.

**The Board finds that the relevant requirements of Statewide Planning Goal 1 and related provisions of the ZDO have been satisfied.**

- b. Goal 2: Land Use Planning. The zone change and map amendment does not propose to change the county's land use planning process. The county will continue to have a comprehensive land use plan and implementing regulations that are consistent with the plan. No exceptions from the Goals are required.

Goal 2 requires coordination with affected governments and agencies. Notice of this application has been provided to potentially affected agencies and governments.

Goal 2 also requires that all land use actions be consistent with the acknowledged Comprehensive Plan. As noted above and again in Section 4, Subsection 3 of this document, this proposal is not consistent with all the applicable criteria in the county's Comprehensive Plan found in Chapter 10, including policies relating to the replacement of lost housing due to the rezone and limiting the expansion of commercial zoning into residential areas

**The Board finds that the relevant requirements of Statewide Planning Goal 2 have not been satisfied.**

- c. Goal 9: Economy of the State: This Goal is intended to ensure the Comprehensive Plan contributes to a stable and healthy economy in all regions of the state. Goal 9 also requires jurisdictions to provide for an adequate supply of sites of suitable sizes, types, locations and services for a variety of industrial and commercial uses consistent with Plan policies. This proposal does not propose to change the county's Plan or implementing regulations regarding employment lands and, in fact, would add a very small amount of employment land to the county's inventory. OAR 660-009, which implement Goal 9 does contain requirements for changes to Plan designations concerning employment land but these requirement do not apply to a site smaller than two (2) acres in size and contemplate reductions of employment land supply rather than increases, as would be the case in this proposal.

**The Board finds that this proposal is in compliance with Statewide Planning Goal 9.**

- d. Goal 10: Housing: This goal requires local jurisdictions to provide for an adequate number of housing units and to encourage the efficient use of buildable land within urban growth boundaries. OAR 660-007 and 660-008 define the standards for determining compliance with Goal 10.

This proposal does not propose to change any of the implementing regulations regarding residential lands, but does propose to change the designation of and subsequently the overall density of the county's land zoned for housing.

OAR 660-007 (Metropolitan Housing) contains the administrative rules for compliance with Goal 10 within the Portland Metropolitan urban area. Specifically, at OAR 660-0007-0060, this Rule states that:



(2) For plan and land use regulation amendments which are subject to OAR 660, Division 18, the local jurisdiction shall either:

(a) Demonstrate through findings that the mix and density standards in this Division are met by the amendment; or

(b) Make a commitment through the findings associated with the amendment that the jurisdiction will comply with provisions of this Division for mix or density through subsequent plan amendments.

The result of the proposed change would result in the decrease of two (2) dwelling units in the overall housing stock of the county, which the applicant notes and the Board agrees represents a negligible loss in the overall supply of housing in the county. As noted by the applicant and the applicants consultants, *the loss of the potential of two dwelling units is not significant or material in the context of the housing potential that exists in Clackamas County and the impact on theoretical residential capacity [due to this proposed zone change] is extremely limited, and more than offset by recent changes in entitlements, development patterns, and existing residential development on commercially-zoned properties.*

Furthermore, the Board finds the information summarized below and included in the record for this application demonstrates that indeed the *mix and density standards in this Division are met by the amendment.*

1. The most recent complete housing analysis the county has undertaken and adopted was in 2000. At that time it was found to have a sufficient mix and density to meet the Metropolitan Housing Rule and Goal 10. The county is no longer required to go through Periodic Review - the process under state law during which a jurisdiction would be required to update its housing and employment land inventory. However, as evidenced in the attached documents, zone changes involving residential-zoned property in the unincorporated area that have been approved by the county since that time, have resulted in a nominal change in the county's overall housing mix.
2. In 2004, WRG Design Inc. completed an assessment for a proposed zone change and development, in which the change in dwelling unit capacity since the completion of the 2000 housing inventory was calculated. Based on that analysis, the urban area contained a surplus of approximately 48 single family dwelling units and 69 multi-family units.
3. An analysis completed by Planning Staff of the net change in single-family and multi-family housing units due to zone changes that have occurred from 2005 to 2017<sup>1</sup>, indicates that there was a net increase of 24 single family units and two (2) multi-family units due to zone changes during that period. The majority of the zone changes that occurred from 2005 to 2017 were from lower to higher density single-family residential districts on relatively small parcels; a few changes from residential to commercial districts balanced out the increases on those properties.

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<sup>1</sup> Note: This assessment does not account for new units in the market that resulted from annexations into cities and changes from rural or future urban zones to urban zones.

This result is not surprising, given the regulations both in Goal 10 and Metro's Urban Growth Management Functional Plan that are intended to ensure housing stock remains sufficient. If approved, the proposal under Z0375-18-CP and Z0376-18-ZAP would decrease the capacity for single-family dwellings by two (2) units, resulting in not only a negligible effect on the overall housing capacity in the county's urban area, but also allowing the county to maintaining a small surplus of dwelling unit capacity in the urban area.

Based on the information summarized above, the Board finds there is sufficient evidence to reasonably conclude that the Comprehensive Plan amendment and zone change proposed in Z0375-18-CP and Z0376-18-ZAP would allow the County to remain in compliance with the mix and density standards found in the Metropolitan Housing Rule (OAR 660-007).

**The Board finds that this proposal is in compliance with Statewide Planning Goal 10.**

- k. Goal 12: Transportation: Goal 12 is implemented by Oregon Administrative Rules Chapter 660, Division 12, the Transportation Planning Rule (TPR). Regulations described in the TPR are largely directed at the development of a jurisdiction's Transportation System Plan (TSP) as a whole or at a land use regulation and land use changes that affect the transportation system.

However, OAR 660-012-0060 outlines the TPR requirements that are applicable in consideration of a proposed change in Comprehensive Plan and zoning designations. This section requires that a proposed change not significantly affect an existing or planned transportation facility unless mitigation measures are put into place.

As discussed in more detail in Section 4, Subsection 3 (Comprehensive Plan Policies) of this document and in comments provided by ODOT, the traffic analysis provided by the applicant demonstrates that the proposed zone change will not have a significant effect on the transportation system and that the safety of the transportation system is adequate to serve the level of development anticipated by the proposed zone change.

**The Board finds that the relevant requirements of Statewide Planning Goal 12 have been satisfied.**

## **2. Metro Urban Growth Management Functional Plan:**

- a. Title 1. Housing Capacity. Title 1 contains regulations related to housing density in the urban area, design type boundaries, permitted densities or accessory dwelling units. Section 3.07.120 Housing Capacity, outlines circumstances under *which a city of county may reduce the minimum zoned capacity in a Central City or a Regional Center, Town Center, Corridor, Station Community or Main Street* and clearly allows for such under subsection (e) *A city of county may reduce the minimum zoned capacity of a single lot or*



*parcel so long as the reduction has a negligible effect on the city's or county's overall minimum zoned residential capacity.*

As discussed in Section 1, Subsection 1 (Statewide Planning Goal 10) and as noted in the application and in the memorandum provided in the record by Johnson Economics LLC, dated January 16, 2019 and in the public hearings, the loss of two potential dwelling units in the broader context of the county's overall housing stock, and particularly in light of recent development in the Clackamas Regional Center area, can reasonably be considered negligible.

**The Board finds that this proposal is consistent with the relevant requirements in Title 1.**

### **3. County Comprehensive Plan Policies**

- a. **Chapter 11 (The Planning Process):** This section of the Comprehensive Plan (Plan) contains a section titled *City, Special District and Agency Coordination*. The Oregon Department of Transportation (ODOT), the Oregon Department of Land Conservation and Development (DLCD), several special service districts and other identified interested parties are on a standing list to receive notice of all proposed amendments. This level of notification furthers the goals and policies of this section of the Plan.

Chapter 11 of the Plan also contains a section entitled *Amendments and Implementation*. This section contains procedural standards for Plan amendments, requires the Plan and the ZDO to be consistent with Statewide Planning Goals and Guidelines and Metro's Urban Growth Management Functional Plan, and requires the ZDO to be consistent with the Plan. Policy 3.0 establishes the procedural standards. The process followed for Z0375-18-CP and Z0376-18-ZAP is in compliance with these standards. Specifically, notice was mailed to Department of potentially affected agencies and interested parties at least 35 days before the scheduled public hearing, and DLCD and ODOT were provided with an opportunity to review and comment on the proposed amendments. The subject is within the boundaries of an inactive Community Planning Organization (CPO) so no CPO was sent notice. Public hearings were held before the Planning Commission and the Board of County Commissioners to consider the proposed amendments.

**The Board finds that the relevant policies in Chapter 11 are met.**

- b. **Chapter 4 (Land Use) and Chapter 10 (Community Plans and Design Plans):** Chapter 4 of the Plan includes the definitions of urban and rural land use categories and outlines policies for determining the appropriate Comprehensive Plan land use designations for all lands within the County. These policies are further refined by those in Chapter 10 if a property is located within the boundaries of an area with an adopted Community Plan or Design Plan. The subject site is located within the boundaries of the Clackamas Regional Center (CRC) Area Design Plan, and more specifically, is located within the boundaries of the SE 82<sup>nd</sup> Avenue "Corridor".

Chapters 4 and 10 of the Plan contains several policies that address the designation of land for urban uses, and specifically for corridor commercial uses. Policies 4.I.1 and 4.I.2 in the Land Use Section of Chapter 4 of the Comprehensive Plan identify the policies applicable to Corridor design type areas and Policies 1 through 3 of the Corridor Land Use Policies section of Chapter 10 identify the policies applicable to the Corridor Commercial Plan designation and Policies 1 through 5 in the Housing section of Chapter 10 identify the policies applicable to potential comp plan/zone changes that involve the loss of housing in the CRC.

#### **Chapter 4 (Land Use)**

##### **Policy 4.H. Corridor Policies**

*The Corridor design type designation is applied to sites adjoining the Corridor streets shown on Map 4-8. Corridor design type areas may be either continuous or development nodes. The areas of application for the Corridor design type are specified in Chapter 10 for all of the Corridor streets.*

This policy is informational. The subject site is located within an area identified on Map 4-8 and on Map X-CRC-1 as a Corridor. The specific policies applicable to the SE 82<sup>nd</sup> Corridor are found in the Clackamas Regional Center Design Area Section of Chapter 10.

##### **Policy 4.I.1 Policies that apply to all Corridor design type areas include:**

- 4.I.1.1 Provide for both employment and housing, including mixed use.*
- 4.I.1.2 Provide for a high level of bus usage, with land uses and transportation facilities to support bus use.*
- 4.I.1.3 Encourage and support pedestrian travel with supportive land uses, frequent street connections, and sidewalks and pedestrian-ways.*
- 4.I.1.4 Provide for vehicular traffic and auto-oriented uses, while expanding the share of trips via transit and other modes.*
- 4.I.1.5 Enhance connectivity between neighborhoods adjacent to the Corridor Design Type Area and the Corridor Street.*

Generally, these policies are broad and apply to the Corridor area as a whole and many are implemented by the planned transportation system and by the uses allowed under specific zoning districts allowed within the Corridor. However, the applicant has noted that *the configuration of the rectangular site allows for a Tri-Met pull out bus stop. The configuration also allows egress and ingress to occur away from SE 82<sup>nd</sup> on Lindy (at a controlled intersection directly north of a setback from 82<sup>nd</sup> access on SE Cromwell (p.5 application narrative), which would further these policies.*

In fact, the applicant asserts several times in the application narrative and the public hearings that the more rectangular configuration of the development site that would result from approval of this Comprehensive Plan/zone change would benefit the transit system, and specifically a Tri-Met bus stop. Although The Board has no reason to not believe



these assertions, no evidence appears to have been provided to demonstrate that the existing configuration somehow prevents a bus stop, while the configuration after a zone change would allow for the bus stop. That said, to the extent that approval of this proposed zone change would allow a more efficient and safe development for both the transit and the overall street system, as asserted by the applicant, then this proposal would indeed further the policies listed under Policy 4.I.1. **This policy is met.**

**Policy 4.I.2.** *Specific policies for the SE 82<sup>nd</sup> Ave, SE Johnson Creek Boulevard and SE Sunnyside Road (from 82<sup>nd</sup> Ave to approximately SE 117<sup>th</sup> Ave.) Corridor design type areas are located in Chapter 10: Clackamas Regional Center Area Design Plan.*

This policy is also informational. The subject site is located within the SE 82<sup>nd</sup> Ave Corridor design type area, and is therefore subject to the policies found in Chapter 10.

**The Board finds that the relevant policies in Chapter 4 are met.**

## **CHAPTER 10 (Community and Design Plans); Clackamas Regional Center Design Area Plan Section**

### **I. GENERAL LAND USE POLICIES**

#### **Policy 2.0. Commercial**

*The following Commercial land use plan designations shall be provided in the Clackamas Regional Center Area: Regional Center Commercial, Retail Commercial, Corridor Commercial, Regional Center Office, and Office Commercial.*

This proposal requests a designation to Corridor Commercial (COR). **This policy is met.**

### **III. CORRIDOR LAND USE POLICIES**

**Policy 1.0.** *Land uses in Corridors shall be planned to:*

- 1.1 Provide for both employment and housing, including mixed use.*
- 1.2 Emphasize providing for a high level of bus usage, with land uses and transportation facilities to support bus use.*
- 1.3 Encourage and support pedestrian travel with supportive land uses, frequent street connections, and sidewalks and pedestrian-ways.*
- 1.4 Provide for vehicular traffic and auto-oriented uses, while expanding the share of trips via transit and other modes.*

As noted above (with respect to the nearly identical Policy 4.I.1), these policies are broad and apply to the Corridor area as a whole and many are implemented by the planned transportation system and by the uses allowed under specific zoning districts allowed within the Corridor. That said, to the extent that approval of this proposed zone change

would allow a more efficient and safe development for both the transit and the general street system, as asserted by the applicant, then this proposal would indeed further the policies listed under Policy 1. **This policy can be met.**

## **Policy 2.0 Corridor Land Use Plan Designations**

*A range of land use plan designations may be applied within a designated Corridor identified on Map X-CRC-1. Each corridor shall include within its area designations that provide primarily for employment and shopping, and designations that provide primarily for dwellings.*

**2.1 Commercial land use plan designations that may be applied include: Corridor Commercial, Retail Commercial, and Office Commercial. Any site designated for a commercial use shall be located adjacent to the Corridor street.**

This proposal requests the designation of Corridor Commercial (COR) for a parcel located within the corridor designation on Map X-CRC-1. The applicant provides no discussion or justification that the site is adjacent to the Corridor street to meet this policy. If viewed in isolation, the approximately 10,000 SF subject site is clearly not adjacent to the Corridor street, which is SE 82<sup>nd</sup> Avenue, because it contains frontage only of SE Cornwell Ave. However, as discussed in the applicant's supplemental materials and below in relation to Policy 3.1, it may be possible and indeed may even be more appropriate to view the entire proposed development site as a whole, when considering compliance with the applicable Plan policies. When viewed as a whole the larger development "site" is bound by SE Cornwell to the north, SE Lindy St to the south and SE 82<sup>nd</sup> Ave to the west and, as such, the "site" clearly is adjacent to the corridor street, which is SE 82<sup>nd</sup> Avenue.

**This policy can be met.**

## **Policy 3.0. Corridor Commercial**

**3.1.***The following areas may be designated Corridor Commercial when located within a Corridor as identified on Map X-CRC-1 and when all of the following criteria have been met:*

*a. The site has an historical commitment to commercial uses;*

The applicant's supplemental materials contain an October 1, 2018 memorandum from Dunn Carney Allen Higgins & Tongue LLP. In this memorandum, there is some discussion about the area to which this policy is applicable. As noted in that discussion, there is not a definition of "site" in the county's Plan or its Zoning and Development Ordinance (ZDO) and the county may rely on the dictionary definition to interpret a specific term. As noted in that memorandum, *Merriam-Webster defines "site" as "the special location of an actual or planned structure of set of*



*structures....” and therefore “the reference to a planned structure of “set of structures” in this definition makes clear a “site” refers to the development as a whole rather than to an individual parcel situate therein”. The Board agrees that including all the parcels in the development site is a reasonable interpretation of “site” in this particular instance.*

In that memorandum, it is further stated, *when evaluating the site as a whole, it has an established historical commitment to commercial use.* Again, this last assertion is not accompanied by any evidence aside from some oral testimony that mentioned past uses during the public hearings. However, in this case, it is easy for Planning Staff to view past aerial photography and permit history, which clearly indicate that the portion of the larger development site (the portion that is currently planned and zoned Corridor Commercial) has clearly housed a number of commercial businesses for several decades, including most recently automobile and recreational vehicle (RV) sales. There is one single-family dwelling on that portion of the site, which, according to the tax assessor was built in 1945.

It is equally as obvious that the approximately 10,000SF subject site has historically been developed with a single-family dwelling; according to the tax assessor, the dwelling was built in 1925 and appears to continue to be assessed as a dwelling.

Again, since the Board agrees that it is reasonable to assess the larger development site as the “site” for the purposes of this policy, then the conclusion is simple. Given that the vast majority of the development site has been both zoned for and developed with commercial uses for at least several decades, and therefore it can be reasonably concluded by the Board that the “site” has an historical commitment to commercial uses. **This policy is met.**

*b. The designation will not cause a decrease in housing capacity in the County;*

The October 1, 2018 memorandum from Dunn Carney Allen Higgins & Tongue LLP also discusses the decrease in housing capacity issue and appears to reach the conclusion that a negligible reduction in housing capacity is allowed through Metro rules and therefore that is how the county’s policy should be interpreted. Similarly, a memorandum provided by Johnson Economics LLC, dated January 16, 2019 (Exhibit 7) also reaches the conclusion that the loss of two housing units is negligible.

Indeed, Metro does allow for a negligible decrease in housing potential and indeed it does require each city and county to maintain its housing capacity and indeed each county must comply with these regulations. The Board does not disagree that the removal of two housing units from the overall housing capacity in the county can reasonably be considered negligible; however that conclusion is not directly on point in this particular case.

There is nothing in state law or Metro code that prevents a city of county from being

more restrictive than the regulations of either of those jurisdictions, rather a jurisdiction cannot be *less* restrictive. The county's Comprehensive Plan has been determined to be in compliance both with state law and the Metro Urban Growth Management Functional Plan. As such, any land use proposal must be in compliance with all applicable plans at all jurisdictional levels. Indeed, this proposal may be and has been found by The Board to be compliant with the Metro' code but that does not exempt it from having to also comply with the county's Comprehensive Plan.

This policy and related policies in the Housing Section of Chapter 10, Clackamas Regional Center, were the subject of much testimony and discussion at both the Planning Commission and Board of County Commissioners hearings. Central to this discussion is the debate about the manner in which "capacity" is interpreted. In isolation, this policy could reasonably be interpreted to mean the "theoretical" housing capacity available in each zoning district. In this case, that would mean no housing "capacity" would be lost, since the CC zone allows for plexes and multifamily housing. However, the Board finds that, because other related housing policies that more specifically outline how the housing capacity issue is to be addressed during a zone change from a residential zone to a commercial zone (see discussion below about Housing Policies 5.0 through 5.5), this policy cannot be viewed in isolation and that "capacity" must have the same meaning here as in the other related policies, which very clearly lead to not a "theoretical" capacity but a "literal" interpretation of capacity. Specifically, it is clear from the other policies that housing capacity in a commercial zone may only be considered as replacement capacity for the loss of the housing that occurs with the loss of the residential zoning designation if there is an approved development in a commercial zone demonstrating the housing will be developed. As this is not the case with this application, the Board finds that **this policy is not met.**

- c. The designation will not cause a significant traffic increase on local streets serving residential areas;*

As discussed in Section 4, Subsection 1 (Statewide Planning Goal 12), the Transportation Impact Study (TIS) provided by the applicant, demonstrates that this proposed zone change would have no significant effect on the transportations system. **This policy is met.**

- d. Adverse effects, including, but not limited to, traffic and noise, will have a minimal effect on adjacent neighborhoods, or can be minimized through on-site improvements; and*

Any specific development impacts will be evaluated at the time of design review, which is required for any new development in a commercial zone. **This policy can be met.**

- e. The designation will not substantially increase an existing commercial strip or create new strips.*



This policy was not address in the application; however The Board finds that an increase of approximately 10,000 square feet of a commercial strip is not likely to ever be considered a “substantial increase”, especially in the context of the rather large Corridor Commercial zoned area along the norther portion of SE 82<sup>nd</sup> Avenue. **This policy is met.**

3.2 *Provide commercial areas located in transportation corridors to meet at local and regional needs for a wide range of goods and services.*

SE 82<sup>nd</sup> Avenue has been designated as a corridor in Chapters 4 and 10 of the Comprehensive Plan because it is a major transportation corridor in the county. **This policy is met.**

## **XVII. HOUSING POLICIES**

3.0 *Limit expansion of commercial zoning into residential neighborhoods along the 82<sup>nd</sup> Avenue corridor.*

The applicant did not provided evidence or findings to adequately address this policy in the applicant materials. As such, it became the subject of some discussion at both public hearings. It is important to keep in mind that this policy does not *prohibit* the expansion of commercial zoning into residential areas, rather it requires a finding that demonstrates how this proposal is consistent with this policy to *limit* such encroachment.

To that end, some of the Planning Commission members expressed concern that approval of this zone change could “open the door” to more properties in the area seeking a similar change. Several County Commissioners shared the same concerns and the concern that, by allowing this zone change, it would indeed create encroachment of commercial uses into the residential neighborhood.

The applicant did note that the subject property surrounded on two sides by commercial zoning and uses; on one side by a 6-unit apartment development; and on one side (across the street) by single-family development and often multifamily development is intentionally placed between commercial and single-family housing areas to serve as a transition or buffer area. The Board does not find there to be sufficient evidence that this proposal is consistent with this policy, and absent any additional findings, the Board finds that **this policy is not met.**

5.0 *Replace housing capacity lost in the study area by future Comprehensive Plan amendments or zone changes. Any application for a change in land use plan designation within the Clackamas Regional Center Area will be accompanied by a demonstration of how an equal amount of housing capacity is replaced on another site, or constructed on the site as part of a mixed-use development.*

- 5.1 *The purpose of this policy is to maintain the potential for the amount of housing identified in the Clackamas Regional Center Area Design Plan.*
- 5.2 *This policy would apply to Comprehensive Plan amendments or zone changes made subsequent to adoption of the Clackamas Regional Center Area Design Plan.*
- 5.3 *This policy would apply to quasi-judicial changes from residential to a non-residential use.*
- 5.4 *Replacement housing capacity could be located anywhere within unincorporated Clackamas County located within the Urban Growth Boundary.*
- 5.5 *Approval of a design review application and any other applicable land use permit for the required amount of replacement housing on a site in a commercial or office district, not including PMU sites, will meet the requirements of policy 5.0.*

As noted previously, the issue of “housing capacity” was the topic of much discussion at the Planning Commission and the Board hearings. Planning Commissioners were divided between:

- Interpreting this to allow for an argument that the change to the CC would result in no loss in housing capacity because the CC zone allows for (but does not require) multi-family housing development, so, in other words, there is no loss in “theoretical capacity”; and
- Interpreting this in a literal way to mean that the two housing units of capacity that would be lost if this site were rezoned from residential use, have to actually be replaced through up-zoning another site or as part of a development in a commercial or mixed-use zone that has already obtained Design Review approval.

The Board agrees with the latter interpretation of these Plan policies. The language is indeed very directive and the Board finds the most reasonable interpretation of these policies is to only allow for consideration of replacement housing on commercial or mixed-use zoned if the land use approvals (Design Review, etc.) have been obtained. Otherwise the housing capacity lost with the removal of a property from a residential zoning district would need to be replaced by increasing capacity in another residential zone.

Subsequent to the Planning Commission hearing, the applicants indicated that, to meet this criteria, they are willing to construct two housing units on the property as part of a mixed-use development. In a letter dated March 8, 2019 (Exhibit 16) the applicant requests the BCC give the zone change “tentative” approval while they proceed through Design Review; however an application for site Design Review for the carwash cannot be approved in anticipation of the zone change if the site design includes the R5-zoned portion because the County is required to apply the standards that exist at the time of the application.



The applicant has been advised by Planning Staff that running a "mixed-use" development site Design Review concurrent with the zone change may be able to work, but it would require withdrawal of this application and the submittal of an entirely new application. As there has not yet been an approved Design Review application for the actual replacement of the housing on the subject site, the Board finds that **these policies are not met**.

- c. **Chapter 5 (Transportation):** This section of the Plan identifies transportation needs and priorities to guide the development and maintenance of a multi-modal transportation system in the county.

Integration of Land Use and Transportation Policies: Policies 5.F.1-5.F.7 in Chapter 5 (Transportation) of the Comprehensive Plan identify policies related to the ensuring a strong relationship between land use and transportation planning in the county.

Policy 5.F.6 – Require changes in land use plan designation and zoning designation to comply with the Transportation Planning Rule (Oregon Administrative Rules (OAR) 660-012-0060).

The applicant has submitted a Transportation Impact Study (TIS) completed by Clemow Associates LLC, dated July 9, 2018. The TIS concluded, and ODOT concurs (as noted in comments entered into the record) that the proposed Comprehensive Plan/Zone change is not anticipated to significantly affect a transportation facility and no further TPR analysis is necessary to address the Transportation Planning Rule (TPR) criteria outlined in OAR 660-012-0060. Therefore this application complies with the requirements in the Transportation Planning Rule. **This policy is met.**

**The Board finds that the proposed Corridor Commercial (COR) Plan designation and corresponding zoning designation (CC) is not consistent all applicable goals and policies in the Comprehensive Plan.**

#### **4. County Zoning & Development Ordinance (ZDO) Criteria**

This application is subject to the zone change criteria in Section 1202 of the Clackamas County Zoning and Development Ordinance (ZDO). ZDO Section 1202.03 states that a zone change shall be subject to the following standards and criteria:

- a. **Section 1202.03(A):** *The proposed zone change is consistent with the applicable goals and policies of the Comprehensive Plan.*

As discussed in detail in Section 4, Subsection 3 (Comprehensive Plan Policies), the Board has found that this proposal is not consistent with all the applicable criteria in the county's Comprehensive Plan found in Chapter 10, including policies relating to the

replacement of lost housing due to the rezone and limiting the expansion of commercial zoning into residential areas. **This criterion is not met.**

- b. **Section 1202.03(B)**: *“If development under the proposed zoning district designation has a need for any of the following public services, the need can be accommodated with the implementation of the applicable service provider’s existing capital improvement plan: sanitary sewer, surface water management, and water. The cumulative impact of the proposed zone change and development of other properties under existing zoning designations shall be considered.”*

The subject property is located in the CCSD#1 sewer district and Clackamas River Water District which provide sewer, water, and surface water facilities and services in the area. The applicant has submitted a Preliminary Statement of Feasibility signed by these agencies indicating that adequate sewer, water, and surface water facilities are available or can be made available through improvements completed by the district or developer (see attached application). **This criterion is met.**

- c. **Section 1202.03(C)**: *“The transportation system is adequate and will remain adequate with approval of the proposed zone change. For the purpose of this criterion:”*
1. *Adequate means a maximum volume-to-capacity ratio (v/c), or a minimum level of service (LOS), as established by Comprehensive Plan Tables 5-2a, Motor Vehicle Capacity Evaluation Standards for the Urban Area, and 5-2b, Motor Vehicle Capacity Evaluation Standards for the Rural Area.*
  2. *The evaluation of transportation system adequacy shall be conducted pursuant to the Transportation Planning Rule (Oregon Administrative Rules 660-012-0060).*
  3. *It shall be assumed that the subject property is developed with the primary use, allowed in the proposed zoning district, with the highest motor vehicle trip generation rate.*
  4. *The methods of calculating v/c and LOS are established by the Clackamas County Roadway Standards.*
  5. *The adequacy standards shall apply to all roadways and intersections within the impact area of the proposed zone change. The impact area shall be identified pursuant to the Clackamas County Roadway Standards.*
  6. *A determination regarding whether submittal of a transportation impact study is required shall be made based on the Clackamas County Roadway Standards, which also establish the minimum standards to which a transportation impact study shall adhere.*
  7. *Notwithstanding Subsections 1202.03(C)(4) through (6), motor vehicle capacity calculation methodology, impact area identification, and transportation impact study*



*requirements are established by the ODOT Transportation Analysis Procedures Manual for roadways and intersections under the jurisdiction of the State of Oregon.*

A Transportation Impact Study (TIS) was completed for the subject property by Clemow Associates LLC and dated July 9, 2018. This study concluded that the proposed zone change is not anticipated to significantly affect the transportation facility. Based on comments received from ODOT (see Exhibit 3) that agency concurs with the conclusions of the TIS. The Board finds no reason to dispute these findings. **This criterion is met.**

- d. **Section 1202.03(D):** *“Safety of the transportation system is adequate to serve the level of development anticipated by the zone change.”*

The Transportation Impact Study (TIS) also found that the safety of the transportation system is adequate for the proposed zone change. **This criterion is met.**



Capt. Malcolm McDonald  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
 1024 MAIN STREET • OREGON CITY • OREGON • 97045  
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Software License Agreement With CorrectTech, Inc. for  
Community Corrections**

<b>Purpose/ Outcomes</b>	Approval of software license agreement
<b>Dollar Amount and Fiscal Impact</b>	\$172,900.40, for three years and then ongoing annual support of approximately \$13,000 (increases each year)
<b>Funding Source</b>	219-1310-06225-431900      \$29,100 219-1310-00-31900      Remainder
<b>Duration</b>	Three years with option to extend
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Ensure Safe, Healthy and Secure Communities.
<b>Contact Person</b>	Malcolm McDonald, x 8717

**BACKGROUND:**

Community Corrections operates two residential facilities that provide treatment and programming services to justice-involved adults. We are in need of a data and case management system designed for evidence-based treatment programs. CorrecTech is specifically designed for the operation of a community corrections treatment facility incorporating referral management, intake/discharge workflows, assessments, case planning, dosage management, group session management, treatment management, positive reinforcements, incident reporting, sanction and rewards, client self-service, medication management, and security/facility management. This program has been approved by Technology Services.

In accordance with LCRB C-047-0275, a notice of sole source was published and no protests were received during the seven (7) day protest period. The contract is for a period three years with the option to extend annually thereafter for ongoing maintenance and support.

County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached software license agreement and authorize the department director or Procurement director to sign amendments for future extensions of the agreement.

Respectfully submitted,

Captain Malcolm McDonald, Director

Paced on the Agenda of \_\_\_\_\_ by the Procurement Division



**CorrectTech Software License Agreement**  
**For U.S. State and Local Government and Private Agencies**

**Agency/Court:** Clackamas County on behalf of its Community Corrections Center

**Street Address:** 1024 Main St., Oregon City, OR 97045

**Billing Address:** 1024 Main St., Oregon City, OR 97045

CorrectTech™, Inc. (“CTP”), a Colorado corporation will provide Agency with software and support services as defined in this Agreement, and as may be amended in accordance with this Agreement.

**CorrectTech Foundation Platform - includes the following features:**

- Case management, case notes, client biographic information, contacts database, and more
- For any or all components of CorrectTech selected, integrated functionality across case management, security, treatment, data analysis & reporting, and audit & compliance.
- Electronic document center that supports every other module and function of the system, organized and structured for efficiency and ease of use, and configurable to local agency documentation requirements.
- Role-based access privileges for Agency personnel, including agency ability to define new roles
- Database that includes a codified view of agency information and data for easy query, analysis and data extracts
- Level system checklists
- Client PIN signature on electronic documents and other electronic assets
- Customer administration functions to enable local configuration, customization and control.
- Electronic copies of CorrectTech training and resource materials.
- Access to all applicable service upgrades and enhancements of CorrectTech upon general availability release.

**CorrectTech offers optional modules to address agency-specific operational needs:**

- Assessments: Create, conduct, track, manage and report on assessments.
- Randomized Monitoring: Randomly conduct substance testing and contraband searches, including two-step drug testing
- Progressive Monitors: Allows for escalating or deescalating monitor setting defaults based on client program level, risk, housing status, client type, client sub-type and by building (for multi-building programs).
- Case Planning: The fully digital case plan helps keep client treatment plans current through time with criminogenic needs linked to goals, one or more steps per goal, progress notes and level advancement. Customizable to one or more client categories to meet unique contracting requirements. If licensed, support of automated generation of case plan goals and actions steps based on domain scores results of primary risk / need instrument and associated intervention plans tied to the client assessment.
- Incident Reporting: Auto generates incidents as result of positive UAs, late check-ins, and other measurable behavior. Optional plea system to facilitate adjudication of incident reports.
- Positive Reinforcement: Define and track positive behavioral events, for use in 4:1 ratio reporting, as well as input to Sanctions/Rewards functions.
- Medications Management: Intake, administer, track and audit medications
- Client Self Service: Send various messages to client, client self-assessment surveys, viewing of incidents and sanctions, review and redemption of incentives, and client sign in/out capabilities.
- Biometric Validation: Client fingerprint signatures on documents, and supports biometric sign-out/sign-in features (hardware contracted for separately)
- Trips and Passes: Develop client trip schedules that enable sign-out privileges, random “whereabouts” calls, and client IVR check-in calls while away from the facility. Passes automation provides mechanism for pre-approved passes that do not require community whereabouts while away from the facility.
- Client IVR: Automate client check-in process, automated incident reports for trip violations, and individualized “report for services” message. The phone-in service is provided by a separate vendor under separate contract.
- Client Financial Management: Record client finances, build and track budgets, update and review running account balance. Does not include managed money.
- Trust Accounting: Adding to the Client Financial Management module, adds managed money and automated billing of referral sources.



## CorrectTech Software License Agreement For U.S. State and Local Government and Private Agencies

- Case File Audits: Enabling of case file audits for a single case manager or entire program.
- Monitoring Audits: Complete “ongoing” audits on randomized testing, contraband searches, and location verifications and more.
- Security/Facility: Fully automated and integrated with all other CorrectTech modules for comprehensive “front desk” automation for client sign-in/out, permissions for passes, restrictions, visitors, full view of facility-wide client activities, medications duty roster, random monitoring duty roster, whereabouts duty roster, house count automation, and more.
- Intake / Discharge Management: Using Universal Reports, advanced report writing functionality, the Data Wizard and data from across the entire CorrectTech system, this module enables the development and implementation of a customized set of intake reports and discharge documents that fully meet local agency referral agency requirements and/or state and federal standards.
- Intake/Discharge Workflows: Intake and Discharge workflow automation, customizable to each client type for the Agency
- Universal Reports: Document templates for each document (intake, incident, case plan, treatment plan, discharge, escape, etc.) connect to the database to enable fully automated generation of completed documents. The Data Wizard feature enables new data to be incorporated into agency specific forms and managed as part of document generation process, allowing new data to be captured and stored at the time of “form filling” to support the “paperless” workflow processes across the system.
- Referral Management: Gather client data, perform assessments, make accept/reject decisions, and provide reports on referral results for referral agencies.
- Progressive Sanctions: Record-keeping and automation for pre-determined and auto-sanctioning as tied to client rule violations and incidents. Agency configuration settings allow programmatic “grids” to be defined for progressive sanctions.
- Incentives & Rewards: Record-keeping and reporting on full slate of incentives and rewards for positive behaviors, targeted behaviors and for automated detection of such client behavior as “no failed drug tests for 30 days.” Agency configuration settings allow programmatic “grids” to be defined for rewards/merit points. The “store” allows for clients to redeem points for agency-defined rewards, keeping a client ledger for each client.
- Group Sessions Management: Individually assigned or via curriculum-based definitions, linked to resource scheduling for staff and facilities, inputs directly to dosage categories, and client case notes upon completion of each session. If premium suite of modules licensed, support of automated referrals and automated case plan generation based on domain scores results of primary risk / need instrument.
- Dosage and Attendance: Track dosage for each category of treatment type and intervention type, including option for regular case manager face to face meetings. Structured time also available for tracking non-dosage categories of client time. Also includes ability to track community service attendance, education hours, and related non-cognitive treatment categories.
- Global Data Manager: Integration of nearly 100 views of the CorrectTech database, providing real time and historical insight into the operation of the facility. Grid controls provide for powerful filtering, group-by, and field selection to easily create the customizable views needed to make decisions.
- Remote Access: Facilitates access to the CorrectTech system from a network other than the home network for the CorrectTech database. This module includes the licensing of an appropriate number of TS Plus user licenses for concurrent remote access to the CorrectTech system.
- Treatment Management: Automates treatment delivery and required reports for in-house or contracted therapists who do their own client intake and discharge, and client meeting outcomes (individual or group).
- Multiple Site: Enables a single CorrectTech database to support multiple buildings for purposes of operations (sign out/in, duty roster monitors, house counts, medications, facility notes, user access control, and more) as well as option to constrain programming/case manager staff to same building-specific client caseload. Multi-building programs can also designate their buildings to create a shared pool of clients for purposes of programming and case management. There are special Global Data views for Enterprise wide views as well as building-specific views of the global data.



## CorrectTech Software License Agreement For U.S. State and Local Government and Private Agencies

### CorrectTech Modules and Services

Agency has selected the CorrectTech modules as identified in the CorrectTech Pricing Summary for Clackamas County, attached hereto as Attachment A and incorporated by this reference herein. Agency may, upon written notice and agreeing to associated licensing terms, modify the selection of the CorrectTech software modules licensed.

### Key Services and Technology Assumptions:

Our working assumptions for your organization’s technology infrastructure needs are outlined in **Attachment E**.

### Project Summary Assumptions:

**Attachment F** contains the summary of module implementation assumptions and tasks.

**Based on the selections made in this agreement, the Fee and Payment Schedule is summarized here:**

*Table 1: CorrectTech Software License & Implementation Fee Summary*

Item	Description	Initial License	Annual Fee *
<b>Program Foundation / Product Package</b>	Modules as outlined above, for up to 112 residential clients and up to 20 non-res clients	<b>\$66,324.43</b>	\$11,938/yr.
<b>Additional Licensing – for modules as currently licensed</b>	Per Residential client greater than 112: Per Non-Res client greater than 20:	Res: \$562.07 Non-Res: \$168.62	Res: \$101.17 Non-Res: \$30.35
<b>Fingerprint scanners</b>	Required for electronic fingerprint signing	Qty = 12; \$350 each Total = <b>\$4,200.00</b>	
<b>Custom Software Module Enhancements</b>	None	\$0.00	\$ 0.00/yr
<b>Configuration and System Implementation Services</b>	Approximately 76 man-days of planning, configuration and training @ \$100/hour; <i>travel expenses not included and reimbursable by client</i>	\$55,838.25 discounted by \$16,362.68 for a total of <b>\$39,475.57</b> ; including 4 onsite days for two out-of-town staff <i>Estimated travel expenses are \$6,000</i>	
<b>Custom Configuration Services</b>	No Custom Stored Procedures or Custom Data Fields	\$0.00	
<b>Data Migration Services</b>	Not included	\$0.00	
<b>Pre-Launch Services / Training Support component</b>	Training Support for SMEs and Staff	<b>\$15,000</b>	



**CorrectTech Software License Agreement**  
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<b>Post Go-Live Services</b>	During first 60 days after Go-Live	<b>\$5,000</b> , other services at \$125/hour	
* Annual SW Maintenance Fee can increase up to 3% annually			

**Payment Terms – Initial Licensing, Implementation Services, and Annual Support**  
**Table 2: Payment Terms**

<b>Item</b>	<b>Payment Timing</b>	<b>Amount</b>
First Payment	At contract signing, 70% of Implementation Services fees	\$ 27,632.90
	At contract signing, 50% of initial license fee	\$ 33,162.21
	At contract signing, 70% of Pre and Post Launch fees	\$ 14,000.00
	At contract signing, 100% of Fingerprint scanners fee	\$ 4,200.00
	At contract signing, 100% of estimated travel expenses	\$ 6,000.00
	<b>Total Initial Payment – upon contract signing</b>	<b>\$ 84,995.11</b>
Billed 60 days after contract	50% of initial license fee	\$ 33,162.22
	<b>Total 2<sup>nd</sup> payment</b>	<b>\$ 33,162.22</b>
Billed at end of month of services delivered	Remaining 30% of Implementation Services fees	\$ 11,842.67
	Remaining 30% of Pre and Post Launch fees	\$ 6,000.00
	<b>Total 3<sup>rd</sup> Payment</b>	<b>\$ 17,842.67</b>
Annual Maintenance & Support – <i>Billed no sooner than July 2019</i>	100% of SW Support & Maintenance fee	\$ 11,938.40
	<b>Annual SW and Support Payment</b>	<b>\$ 11,938.40</b>
Annual Maintenance & Support – YR2	Year 2 - SW license fee and SW Support Total <i>Due on 1-year anniversary of Go-Live</i>	<b>\$ 12,296.55</b>
Annual Maintenance & Support	Years 3 forward: Due on anniversaries of Go-Live, a 3% COL increase	
* Annual SW Maintenance Fee scheduled to increase 3% annually		

**Summary**

Year 1 Total: \$147,938.40  
Year 2 Total: \$12,296.55  
Year 3 Total: \$12,665.45

**Term:** The initial term of this Agreement shall begin on the date that the second party signs below and term shall end on the last day of the thirty-sixth (36<sup>th</sup>) full calendar month after that date. This Agreement may be extended only if no later than ninety (90) days prior to the then expiration date, CorrectTech provides a written quote to the Agency for a one (1) year renewal term, and the Agency accepts a new renewal term by the issuance of an official Agency purchase order within 60 days of the then current expiration date. Except for the renewal term and associated fee, no other terms and conditions of the original Agreement may be changed through this process.

**Fee Schedule:** Agency will pay fees to CorrectTech according to the Payment Terms outlined herein. Except for the above referenced 3% increase cap, each renewal of this Agreement is subject to the Fee Schedule(s) and Service Description(s) in effect on the date of that renewal, provided that CorrectTech notifies Agency of any changes at least 120 days before that date. In no event shall any maintenance and support renewal thereafter exceed 3%.





**CorrectTech Software License Agreement**  
**For U.S. State and Local Government and Private Agencies**

**Travel and Taxes**

1. All travel expenses shall be paid for by Agency, with written notification from CTI and prior Agency approval, provided however that, in connection with the professional services provided by CTI hereunder, Agency hereby approves, and agrees to reimburse CTI for, all air travel via Delta Airlines, Comfort (or equivalent) class, including any fees required for in-flight WiFi access. Subject to the foregoing, any travel expense reimbursement shall be allowed in accordance with the Clackamas County Contractor Travel Reimbursement policy, hereby incorporated by reference at: <https://www.clackamas.us/bids/terms.html>.
2. If applicable, any taxes due on CorrectTech software and/or services provided to Agency or on fees for those services must be paid Agency.

**Attachments:** This Agreement consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference:


- CorrectTech Software License Agreement
- Attachment A: CorrectTech Pricing Summary for Clackamas County
- Attachment B: Agency Terms and Conditions
- Attachment C: CorrectTech Terms of Use
- Attachment D: CorrectTech Support & Maintenance Agreement
- Attachment E: Technology Assumptions
- Attachment F: Summary of Module Implementation Assumptions and Tasks

**Counterparts; Facsimile/ Electronic Signatures.** This Agreement may be executed in counterparts, which together shall constitute a single agreement. Execution and delivery of this Agreement by electronic exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Agreement by such party. Such electronic copies shall constitute enforceable original documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their proper officers or other authorized representatives.

**Accepted by:**

Sign: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
**for Clackamas County**

Sign:   
 Date: 4/16/2019  
 Name: Eric P. Tumperi  
 Title: CEO  
**for CorrectTech, Inc.**



The Preferred Package - for Clackamas County						Added Notes
Module Options	Adjusted % of Module	Total Initial Software Cost	One-Time Implementation Services	Service Descriptions		
<b>Program Foundation Platform</b>	<b>100%</b>	<b>\$ 7,526.40</b>	<b>\$ 2,524.80</b>			
Premium	100%	\$ 7,526.40	\$ 2,524.80	Client placement data, definition and configuration of user role types, loading of one conviction table for all clients; configuration of case note types/subtypes; definition of doc slots for doc center; definition of client type/subtypes		
<b>Assessments</b>	<b>75%</b>	<b>\$ 2,116.80</b>	<b>\$ 2,006.40</b>			
	0%	\$ -	\$ -			
Advanced	75%	\$ 2,116.80	\$ 2,006.40	Existing library plus 2 new assessment - 40 questions & 8 domains each; up to 2 assessment summaries; Does include connecting of primary risk instrument to Placement Risk Level. Does not include connecting to Case Plan domains, Intervention Table, Focused Treatment or Auto-gen; no special documents.	No LS/CM/I full assessment - assessment summary only.	
	0%	\$ -	\$ -			
<b>Randomized Monitoring</b>	<b>75%</b>	<b>\$ 2,822.40</b>	<b>\$ 1,095.20</b>			
	0%	\$ -	\$ -			
Advanced	75%	\$ 2,822.40	\$ 1,095.20	Standard Monitors configuration settings without any progressive features; includes option for Drug Testing configs; No new custom monitors or changes beyond existing inventory of monitors, including dynamic drug test configuration settings; up to 4 new basic documents for clients to sign taking a monitor or for failed monitor write-ups	Residential and Non-Residential - same frequencies	
	0%	\$ -	\$ -			
<b>Case Planning</b>	<b>100%</b>	<b>\$ 5,644.80</b>	<b>\$ 10,568.90</b>			
	0%	\$ -	\$ -			
	0%	\$ -	\$ -			
Premium	100%	\$ 5,644.80	\$ 10,568.90	Up to 3 Case Plan Templates and modest Case Plan doc customization beyond document template words; simple data tag enhancement (reuse of existing data queries, no new data fields); Plus Auto-Gen case plan integration with Assessment domain scores and intervention grid feeding the goals/steps automatically, and including linkages to Treatment attendance and dosage.	Use assessment summary to drive auto-gen	
<b>Incident Reporting</b>	<b>50%</b>	<b>\$ 1,411.20</b>	<b>\$ 731.60</b>			
Basic	50%	\$ 1,411.20	\$ 731.60	Loading one set of Prohibited Acts, use of existing simple document incident reports templates, with only language and logo changes, automated IR's, standard plea/hearing process; DOES NOT include progressive sanctions grids.		
	0%	\$ -	\$ -			
<b>Positive Reinforcements</b>	<b>100%</b>	<b>\$ 1,881.60</b>	<b>\$ 656.40</b>			
	0%	\$ -	\$ -			
Premium	100%	\$ 1,881.60	\$ 656.40	When positives are defined and linked to incentives and/or specialized categories, is a premium configuration.		
<b>Medications Management</b>	<b>100%</b>	<b>\$ 1,881.60</b>	<b>\$ 1,362.40</b>			
Premium	100%	\$ 1,881.60	\$ 1,362.40	Define meds types; up to 4 merge documents.		
<b>Client Self-Service</b>	<b>75%</b>	<b>\$ 2,822.40</b>	<b>\$ 920.40</b>			
Advanced	75%	\$ 2,822.40	\$ 920.40	Customize to include the elements of modules in use		
	0%	\$ -	\$ -			
<b>Biometric Validation</b>	<b>75%</b>	<b>\$ 2,822.40</b>	<b>\$ 1,460.40</b>			
Advanced	75%	\$ 2,822.40	\$ 1,460.40	Select which docs are to be signed via standard biometric fingerprint - one per document; support fingerprint scanner set-up and testing.		
	0%	\$ -	\$ -			
<b>Trips &amp; Passes</b>	<b>50%</b>	<b>\$ 2,822.40</b>	<b>\$ 1,049.20</b>			
Basic	50%	\$ 2,822.40	\$ 1,049.20	Individual and Group Passes only; configuration of initial set of approved locations for passes (up to 20); features include group passes and "trips" as they function as passes - no minute to minute definition of client location; no whereabouts linkage to pass location.		
	0%	\$ -	\$ -			
	0%	\$ -	\$ -			
<b>Client IVR</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>			
	0%	\$ -	\$ -			
<b>Client Financial Management</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>			
	0%	\$ -	\$ -			
<b>Trust Accounting</b>	<b>100%</b>	<b>\$ 2,822.40</b>	<b>\$ 1,780.00</b>			

The Preferred Package - for Clackamas County					
Module Options	Adjusted % of Module	Total Initial Software Cost	One-Time Implementation Services	Service Descriptions	Added Notes
Premium	100%	\$ 2,822.40	\$ 1,780.00	Definition and set-up of up to 10 accounts, training to financial admin support to do any further accounting set-up.	One billing rate is okay
<b>Case File Audits</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>		
	0%	\$ -	\$ -		
	0%	\$ -	\$ -		
<b>Monitoring Audits</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>		
	0%	\$ -	\$ -		
<b>Security &amp; Facility</b>	<b>100%</b>	<b>\$ 3,763.20</b>	<b>\$ 2,466.40</b>		
	0%	\$ -	\$ -		
Premium	100%	\$ 3,763.20	\$ 2,466.40	Configuration of facility log notes types and subtypes; definition of facility doc slots; contacts plan, sign in/out, configuration for both residential and non-residential client types	
<b>Intake / Discharge Management</b>	<b>75%</b>	<b>\$ 2,822.40</b>	<b>\$ 3,771.20</b>		
	0%	\$ -	\$ -		
Advanced	75%	\$ 2,822.40	\$ 3,771.20	Standard fee includes 1 successful 5-page Discharge reports, 1 unsuccessful 2-page Discharge reports, 1 4-page intake summary doc -	Use STAR CIC report
	0%	\$ -	\$ -		
<b>Intake / Discharge Workflows</b>	<b>50%</b>	<b>\$ 940.80</b>	<b>\$ 364.25</b>		
Basic	50%	\$ 940.80	\$ 364.25	No new filters assumed, checklist configurations for up to 4 client types/subtypes	
	0%	\$ -	\$ -		
<b>Universal Reports Generator</b>	<b>75%</b>	<b>\$ 2,116.80</b>	<b>\$ 6,282.80</b>		
	0%	\$ -	\$ -		
Advanced	75%	\$ 2,116.80	\$ 6,282.80	Moderate re-use of existing document templates - change of logo and light text grooming. No new data tags for the simple modifications; Up to 5 brand new non-Crystal documents. Crystal documents custom priced.	
	0%	\$ -	\$ -		
<b>Referral Management</b>	<b>100%</b>	<b>\$ 1,881.60</b>	<b>\$ 564.40</b>		
Premium	100%	\$ 1,881.60	\$ 564.40	Configuration of required assessments, referral docs and referral stages.	
<b>Progressive Sanctions</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>		
	0%	\$ -	\$ -		
	0%	\$ -	\$ -		
<b>Incentives &amp; Rewards</b>	<b>100%</b>	<b>\$ 3,763.20</b>	<b>\$ 3,544.30</b>		
Premium	100%	\$ 3,763.20	\$ 3,544.30	Typical configuration setting - all programs will be different most likely within this configuration assumption. No special merge documents or complex documents assumed.	
<b>Group Session Management</b>	<b>100%</b>	<b>\$ 5,644.80</b>	<b>\$ 9,940.00</b>		
	0%	\$ -	\$ -		
	0%	\$ -	\$ -		
Premium	100%	\$ 5,644.80	\$ 9,940.00	Definition and config of up to 12 group session types and dosage linkages where appropriate; Linkage to Assessment and Auto-gen Case Plan for automated referrals based on assessment domain scores by clients. Curriculum configuration is not included in the standard implementation price. Premium Case Plan and Assessments are prereqs.	10-12 different group classes - rolling classes for all.
<b>Dosage &amp; Attendance</b>	<b>100%</b>	<b>\$ 2,822.40</b>	<b>\$ 1,741.94</b>		
	0%	\$ -	\$ -		
Premium	100%	\$ 2,822.40	\$ 1,741.94	Define multiple categories of dosage, including sub categories by treatment type (for example), usually goes along with full curriculum and when assessment domains linked to case plans and treatment referrals, if Premium Sessions and Case Plans, this is required.	
<b>Global Data Manager</b>	<b>75%</b>	<b>\$ 2,822.40</b>	<b>\$ 593.06</b>		
Advanced	75%	\$ 2,822.40	\$ 593.06	No customization assumed; new Global Data views custom priced	
	0%	\$ -	\$ -		
<b>Remote Access</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>		
	0%	\$ -	\$ -		Not needed;
<b>Treatment Management</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>		
	0%	\$ -	\$ -		
	0%	\$ -	\$ -		
<b>Added Sites - NEW</b>	<b>75%</b>	<b>\$ 1,800.00</b>	<b>\$ 2,414.20</b>		
Advanced	75%	\$ 1,800.00	\$ 2,414.20	Assumes same configuration with no operational differences, no document differences (except facility name addresses, etc.) except where configuration choices allow (such as Premium Monitors)	Male and Female residential; and non-res virtual

The Preferred Package - for Clackamas County					Added Notes
Module Options	Adjusted % of Module	Total Initial Software Cost	One-Time Implementation Services	Service Descriptions	
<b>TOTALS:</b>		Total Initial Software Cost	One-Time Implementation Services		
		\$ 62,952.00	\$ 55,838.25		
	Annual Maintenance Cost	\$ 11,331.36	\$ (16,362.68)	<- Discounted Services	
			\$ 39,475.57	Net Implementation Services	

Additional Costs		Fingerprint Scanners - approx 12		
Per Added Residential Client	\$ 562.07	/month	Qty of Fingerprint Scanners @ \$350 each	\$ 4,200.00
Support per Year per Residential Client	\$ 101.17	/year		
Per Added Non-Residential Client	\$ 168.62	20		\$ 3,372.43
Support per Year per Non-Residential Client	\$ 30.35			\$ 607.04

Custom Configuration Items	Hours	Rate	Fees	
Custom Enhancements - None Included			-	
Pre-Launch Services	No Onsite Pre-launch mtg; Presumes Agency ownership		\$ 15,000.00	
Post Go-Live Services	Not included; Time and Material		\$ 5,000.00	
Discounted Services				
<b>Total Additional Services</b>			\$ 20,000.00	<i>To Be Billed in July 2019 and Annually After:</i>
<b>Total Implementation Services</b>			\$ 59,475.57	<b>Total Annual SW Support Fee \$ 11,938.40</b>

Fingerprint Scanners	\$ 4,200.00
Total Software License Fee	\$ 66,324.43
Total Implementation Services Fees	\$ 59,475.57
<b>Total First Year Fees</b>	<b>\$ 130,000.00</b>



## CorrectTech Software License Agreement For U.S. State and Local Government and Private Agencies

### Attachment B: Agency Terms and Conditions

CorrectTech Inc. (CTI) grants to Agency this non-exclusive, non-transferable license to use CorrectTech exclusively for the facility address(es) identified in this Agreement and for the number of users contracted for. Agency agrees to use CorrectTech on Agency-owned servers and networks or via a remote data connection over the Internet for the sole purpose of lawful electronic communication with and supervision of persons within the United States of America as ordered or authorized by the applicable court(s) of law or government entity(ies) for the applicable Jurisdiction(s) identified in the License Agreement. **Agency may not allow access to CorrectTech, including any associated proprietary materials, by any party that is not subject to the terms of this Agreement.**

**1. Payment Terms.** CorrectTech invoices are due in full upon receipt by Agency. Any late fees may only be assessed against Agency in accordance with Oregon Revised Statute 293.462. CTI's prevailing late payment fee is 1.5% if invoices remain unpaid 30 days after receipt of invoice. CTI agrees to use the ORS 293.462 standard of a 45-day grace period after Agency's receipt of invoice before any payment due hereunder will be deemed late.

**2. Proprietary and Confidential Information.** CorrectTech will provide Agency with access to proprietary and confidential information, data and materials ("CI"), including but not limited to software, training, reference and resource materials. CorrectTech retains all rights to CorrectTech and all associated CI. Agency will allow access to CorrectTech and associated materials only by authorized Agency employees, contractors and agents. Agency acknowledges and agrees that, without the prior written consent of CorrectTech, it will not use or disclose any of the terms and conditions of this Agreement or any of the CI for any purpose except as required by law or otherwise permitted hereunder and shall protect the CI using the same standard of care that it uses to protect its own such information, which in any event will be no less than a reasonable standard of care. Unless otherwise restricted by law, Agency agrees to notify CTI of any request or requirement to disclose CTI's CI, and to furnish the information provided by such requestor in a timely way as to allow CTI to be involved in such a CI disclosure. Agency acknowledges that its misuse or unauthorized disclosure of CI shall entitle CorrectTech to seek injunctive relief in addition to any other remedies available to it. Upon termination of this Agreement, Agency agrees to discontinue using CorrectTech and to return or destroy all CI provided to it by CorrectTech under this Agreement. Agency obligation to protect such materials shall continue after termination.

**3. Rights to Data.** With the exception of images or data bearing copyrights of other parties, Agency retains all rights to User Data (defined as the Agency content stored within the CorrectTech database being character data, numeric data, documents, reports, images, and fingerprint scans) in CorrectTech regarding supervision and monitoring of persons under Agency supervision and for which Agency has paid all applicable fees to CorrectTech. User Data does not include any of the intellectual property, proprietary software, methods, materials, stored procedures, or other software constructs otherwise known as CorrectTech software. CorrectTech retains all rights to use all such data independently, with the exception of data that explicitly identifies individual persons or programs. Upon termination or expiration of this Agreement, CorrectTech agrees to provide reasonable assistance, via a written and agreed-to Statement of Work, to Agency to transfer its User Data to it in a usable digital format.

#### **4. Warranties, Disclaimers, Limitation of Liability.**

a) Agency and CorrectTech each represent and warrant that it will comply with all applicable laws, rules and regulations, including but not limited to intellectual property laws, in connection with its use of CorrectTech pursuant to this Agreement.

b) Agency represents and warrants that as of the Effective Date and throughout the initial term of this Agreement, that all funds required to compensate CorrectTech for its performance of the services under this Agreement have been duly appropriated by the applicable Oregon governmental entity.

c) CorrectTech, its employees, directors, agents, resellers and other affiliates, shall not be liable and specifically disclaim any responsibility for i) the use of CorrectTech by or on behalf of Agency, ii) any acts of monitored persons, or iii) the operation of Internet or telephone communications, networks, systems, intermediaries or related service providers. EXCEPT AS PROVIDED IN SECTION 4.a ABOVE, CORRECTTECH DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND/OR IMPLIED, REGARDING CORRECTTECH OR ANY RELATED SERVICES OR MATERIALS PROVIDED TO AGENCY PURSUANT TO THIS AGREEMENT, WHETHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

d) IN NO EVENT WILL CORRECTTECH OR AGENCY BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY FOR ANY TYPE OF INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, RESULTING FROM OR RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS



## CorrectTech Software License Agreement For U.S. State and Local Government and Private Agencies

OF USE OF SERVICE OR EQUIPMENT, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

**5. Restrictions on Use.** Agency may not use, reproduce, transfer or assign CorrectTech or any services provided hereunder without the prior written consent of CorrectTech. Agency shall not (i) modify, reverse engineer, decompile or disassemble the software related to CorrectTech or otherwise attempt to learn the source code, structure, algorithms or internal ideas underlying CorrectTech, or (ii) customize, modify, enhance or otherwise change any software related to CorrectTech without the express written consent of CorrectTech.

**6. Terms of Use.** Agency agrees that it will cause each of its authorized users of CorrectTech to accept the then-current version of the CorrectTech Terms of Use (“TOU”, see Attachment B) prior to using CorrectTech and will use its best efforts to cause such users to comply at all times with the TOU when using CorrectTech. Agency acknowledges that failure of any such user to comply with the TOU may result in the deactivation of that user’s access to CorrectTech.

**7. Indemnification.** To the extent permitted by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), Agency shall, at its expense, defend, indemnify and hold CorrectTech and its affiliates harmless from and against any losses, expenses, costs, liabilities, charges from any claims or allegations made by third parties arising out of any breach of this Agreement by, or any gross negligence or intentional misconduct of, Agency or its employees, agents, contractors or clients in connection with this Agreement.

CorrectTech shall, at its expense, defend, indemnify and hold Agency and its elected officials, officers, employees, and affiliates harmless from and against any losses, expenses, costs, liabilities, charges from any claims or allegations made by third parties arising out of any breach of this Agreement by, or any gross negligence or intentional misconduct of, Agency or its employees, agents, contractors or clients in connection with this Agreement.

**8. Access Codes.** Agency will identify each of its personnel who require access to CorrectTech, and CorrectTech will provide Agency with either a) user identification codes and initial passwords for each of those personnel, or b) the ability to generate such codes and passwords. Agency is responsible for securing those user identification codes and passwords for lawful use by the Agency personnel for whom they were provided.

**9. Governing Law.** This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Oregon, United States of America, without giving effect to any conflict of law provisions

**10. Force Majeure.** Neither party shall be liable to the other, nor shall any remedy be extended, for any failure of performance due to causes beyond that party’s reasonable control, including but not limited to: acts of God, fire, explosion, lightning, flood, earthquake, tornado, meteorological, hydrological or geological conditions or other catastrophes caused thereby; any law, order, regulation, action, or request of any governmental or regulatory entity or agency, or any civil or military authority; emergencies; civil unrest, insurrections, riots, wars; unavailability of rights-of-way, third party services or materials; or strikes, lockouts, work stoppages, labor shortages or other labor difficulties; or transmission failures, telecommunication line breaks or outages, or failure of the Internet provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance. If such cause is not removed within 30 days either party may terminate this Agreement without liability.

**11. General.** This Agreement shall be binding upon the Parties hereto and their respective successors. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Failure to exercise a right or remedy granted hereunder shall not be deemed a waiver of such right or remedy. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements or understandings.

**12. Beta Offerings.** “Beta Offerings” means any product, service, or capability that CorrectTech makes available to Agency prior to general release, as designated by CorrectTech. Notwithstanding anything else in this Agreement, CorrectTech does not make any representations or warranties regarding any Beta Offering or the integrity of any data stored in CorrectTech or accessed by Agency in connection with any Beta Offering. Agency will continue to pay applicable fees for use of CorrectTech as provided in this Agreement for Agency use of Beta Offerings in accordance with pricing defined in this Agreement for similar, comparable, or related offerings, notwithstanding any differences in terminology, design, implementation, or operation. CorrectTech may change or terminate any Beta Offering in its sole discretion without notice and does not represent or warrant the result of any such action. CorrectTech may deploy any Beta Offering for limited or general release to any or all other licensed agencies at any time without notice.

**13. Amendments.** Any amendment or modification of this Agreement shall be in writing and executed by duly authorized representatives of the Parties. Any notice or communication required or permitted to be given hereunder may be delivered by



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hand, deposited with an overnight courier, sent by e-mail or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified, return receipt requested and postage prepaid) in each case to the address set forth above or to such other address as may hereafter be furnished in writing by either party to the other party in accordance with this Section. Such notice will be deemed to have been given as of the date it is hand delivered, e-mailed or faxed, one (1) day after deposit with an overnight courier, or the earlier of three (3) days after deposited in the U.S. Mail or the actual date of receipt.

**14. Marking.** All Agency marketing, training, reference, and/or resource materials that include copyrighted or proprietary information of CorrectTech or that reference services that Agency offers using CorrectTech will prominently display the phrase “powered by CorrectTech”, “Copyright <Year>CorrectTech, Inc.”, and/or “Contains Proprietary Information of CorrectTech, Inc.” or other markings as applicable to protect the intellectual property of CorrectTech.

**15. Competition and Transfer of Ownership.** If Agency transfers ownership, in entirety or in part, to a competitor of CorrectTech, or if Agency offers or declares intent to offer (itself or through a contractor, subcontractor, or affiliate) case management products or services that are intended to replace, offset, or diminish use of CorrectTech software and services, CorrectTech has the right to terminate this Agreement without penalty and all fees for software and services provided shall be payable immediately.

**16. Suggestions.** CorrectTech, Inc. shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into CorrectTech any suggestions, enhancement requests, recommendations or other feedback provided by Agency, unless otherwise agreed by the parties in writing in a separate agreement.

**17. Terms and Conditions for Third Party Users of CorrectTech.** Use of CorrectTech by third parties is not authorized under this Agreement.

**18. Notice.** Whenever under the provisions of this Agreement it shall be necessary or desirable for one party to the other party, such notice shall be addressed as follows:

**If to Agency:**

Clackamas County Procurement Division  
2051 Kaen Road  
Oregon City, OR 97045

**If to CTI:**

CorrectTech Inc.  
Attn: Eric D Tumperi  
1 West Court Square, Suite 750  
Decatur, GA 30030  
[etumperi@correcttech.com](mailto:etumperi@correcttech.com)

Any notice, request, demand, report or other communication served personally shall be deemed delivered upon receipt, if served by mail or independent courier shall be deemed delivered on the date or receipt as shown by the addressee’s registry or certification receipt, and if served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile.

**19. Privacy Compliance.** CorrectTech is required to comply with applicable privacy, consumer protection, marketing, and data security laws, regulations and guidelines, including (without limitation) all laws that apply to collecting, accessing, disclosing and securing data, and to related policies and guidelines of Internet and telephone service providers and other third party providers. Should changes to applicable laws, regulations, guidelines or policies require CorrectTech to modify CorrectTech or this Agreement to maintain compliance, CorrectTech will make commercially reasonable efforts to make those modifications timely and to give Agency timely notice of those modifications. Agency will not unreasonably deny, delay, or withhold its consent to such modifications.

CorrectTech acknowledges that it and its employees and agents may, in the course of performing their obligations under this Agreement, be exposed to or acquire information that the Agency desires or is required to maintain as confidential. Any and all information of any form obtained by CorrectTech or its employees or agents in the performance of this Agreement, including but not limited to Personal Information (as “Personal Information” is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the Agency (“Confidential Information”). Any reports or other documents or items (including software) which result from the use of the Confidential Information by CorrectTech shall be treated with respect to confidentiality in the same manner as the Confidential Information.





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CorrectTech agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CorrectTech uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Agreement), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

CorrectTech agrees that, except as directed by the Agency, CorrectTech will not at any time during or after the term of this Agreement, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Agreement or the Agency's request, CorrectTech will turn over to the Agency all documents, papers, records and other materials in CorrectTech's possession which embody Confidential Information. CorrectTech acknowledges that breach of this Agreement, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the Agency that cannot adequately be compensated in damages. Accordingly, the Agency may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. CorrectTech acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the Agency and are reasonable in scope and content.

CorrectTech agrees to comply with all reasonable requests by the Agency to ensure the confidentiality and nondisclosure of the Confidential Information and will require its personnel to comply with the obligations of confidentiality imposed on CorrectTech under this Agreement, including if requested and without limitation, performing criminal background checks on each of CorrectTech's employees and agents who are performing services that allow said employees and agents access to Agency Confidential Information. Agency employees or agents that require a Criminal Justice Information Services ("CJIS") clearance will submit to the CJIS process facilitated through the Agency.

CorrectTech shall report, either orally or in writing, to the Agency any use or disclosure of Confidential Information not authorized by this Agreement or in writing by the Agency, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Without limiting the generality of the foregoing, CorrectTech shall report to the Agency immediately upon discovery of any unauthorized use or disclosure of Personal Information, but in no event more than fifteen (15) business days after CorrectTech reasonably believes there has been such unauthorized use or disclosure. CorrectTech's report shall, as far as reasonably practicable, identify: (i) the nature of the unauthorized use or disclosure, (ii) the Personal Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what CorrectTech has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action CorrectTech has taken or shall take to prevent future similar unauthorized use or disclosure. CorrectTech shall use commercially reasonable efforts to provide such other information, including a written report, as reasonably requested by the Agency.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines, and corrective actions (including credit monitoring and identity restoration services) arising from disclosure of such Confidential Information caused by its data breach or a breach of Contractor's confidentiality obligations hereunder.

CorrectTech's obligations regarding data privacy under this Agreement shall survive expiration or termination of the Agreement.

**20. 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 Agreement:

CorrectTech shall: (i) Make payments promptly, as due, to all persons supplying to CorrectTech labor or materials for the prosecution of the Work provided for in this Agreement; (ii) Pay all contributions or amounts due the Industrial Accident Fund from CorrectTech or, any subcontractor, incurred in the performance of this Agreement; (iii) Not permit any lien or claim to be filed or prosecuted against the Agency on account of any labor or material furnished; and (iv) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. If CorrectTech fails, neglects or refuses to make prompt payment of any claim that is properly due for labor or services furnished to CorrectTech or a subcontractor by any person in connection with this Agreement as such claim becomes due, the proper officer representing the Agency 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 CorrectTech by reason of this Agreement.

CorrectTech shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are incorporated herein by this reference. All subject employers working under the Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.





## CorrectTech Software License Agreement For U.S. State and Local Government and Private Agencies

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

CorrectTech promises that, throughout the duration of this Agreement and any extensions, it will comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.

CorrectTech represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, CorrectTech 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 CorrectTech, to CorrectTech's property, operations, receipts, or income, or to CorrectTech's performance of or compensation for any work performed by CorrectTech; (C) any tax provisions imposed by a political subdivision of this state that applied to CorrectTech, or to goods, services, or property, whether tangible or intangible, provided by CorrectTech; and (D) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any violation of this Section 20 shall constitute a material breach of this Agreement. Further, any violation of CorrectTech's warranty in this Agreement that CorrectTech has complied, and will comply, 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 Agreement. Any violation of this Section 20 shall entitle Agency to terminate this Agreement and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to: (A) termination of this Agreement, in whole or in part; (B) exercise of the right of setoff, and withholding of amounts otherwise due and owing to CorrectTech, in an amount equal to Agency's setoff right, without penalty; and (C) initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

**21. Terminations.** This Agreement may be terminated for the following reasons: (A) this Agreement may be terminated at any time by mutual consent of the parties, or by the Agency for convenience upon thirty (30) days' written notice to CorrectTech; (B) Agency may terminate this Agreement effective upon delivery of notice to CorrectTech, or at such later date as may be established by the Agency, 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 Agreement is prohibited or the Agency 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 CorrectTech to provide the services required by this Agreement is for any reason denied, revoked, or not renewed; (C) this Agreement may also be terminated upon thirty (30) days' written notice by either party for uncured material default (including breach of contract) or by Agency if (i) CorrectTech fails to provide services or materials called for by this Agreement within the time specified herein or any extension thereof; or (ii) CorrectTech fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, in each case of (i) and (ii) after receipt of notice from the Agency, fails to correct such failure within ten (10) business days; or (D) if sufficient funds are not provided in future approved budgets of the Agency (or from applicable federal, state, or other sources) to permit the Agency in the exercise of its reasonable administrative discretion to continue this Agreement, or if the program for which this Agreement was executed is abolished, Agency may terminate this Agreement without further liability by giving CorrectTech not less than thirty (30) days' written notice. Upon termination for any reason or expiration of this Agreement, Agency agrees to promptly pay CorrectTech for all amounts due under this Agreement as of the effective date of termination or expiration.

**22. Survival.** Sections 1 through 22 shall survive termination of this Agreement.



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**Attachment C: CorrectTech Terms of Use, effective September 1, 2014**

**YOU MAY ONLY USE CORRECTTECH™, INCLUDING ANY ASSOCIATED INTELLECTUAL PROPERTY OF CORRECTTECH, INC., IF YOU AGREE TO THESE TERMS OF USE. UPON BEING NOTIFIED OF THESE TERMS OF USE, YOUR USE OF CORRECTTECH CONSTITUTES YOUR ACCEPTANCE OF THEM.**

1. **APPLICABILITY.** You may only use CorrectTech under the terms of a license agreement or service contract (“Agreement”) that your agency, court, jurisdiction, or company (“Agency”) has executed with CorrectTech, Inc. (“CorrectTech”) or one of its authorized resellers (“Reseller”). That Agreement may amend or supersede these Terms of Use (“TOU”), but you are personally responsible for complying with the applicable TOU. Resellers may not amend or supersede the TOU without written consent from CorrectTech. All rights that are not expressly granted to you or your agency by the TOU or the associated Agreement are reserved by CorrectTech and/or its Reseller, as applicable.

2. **LICENSE GRANT.** CorrectTech grants to authorized personnel of Agency this non-exclusive, non-transferable license to use CorrectTech as defined in this Agreement via a server and network owned by Agency or via a remote data connection over the Internet for the sole purpose of lawful electronic supervision of persons as ordered or authorized by the applicable court(s) of law or government entity(ies), OR in conjunction with counseling or treatment services that you are specifically authorized to perform through your employment or official association with your Agency. You may not allow access to CorrectTech, including any associated proprietary materials or intellectual property of CorrectTech, by any party that is not subject to the terms of the Agreement that your Agency has executed with CorrectTech or a Reseller. Failure to comply with the Terms of Use may, in CorrectTech’s sole discretion, result in the deactivation of your access to CorrectTech and all data therein. This is in addition to other remedies that may be available to CorrectTech.

3. **CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY.** You will have access to proprietary and confidential data and information related to CorrectTech and the associated intellectual property of CorrectTech, including but not limited to software, training, reference, resource materials and the proprietary ideas represented therein (collectively “Confidential Information”). CorrectTech retains all rights to CorrectTech and such Confidential Information. You may allow access to such Confidential Information only by authorized Agency employees who have accepted the Terms of Use. You acknowledge your responsibility to prevent disclosure of such Confidential Information that may compromise the effectiveness of CorrectTech or the commercial interests of CorrectTech. Upon termination of the Agreement under which your Agency uses CorrectTech, you must stop using CorrectTech, and you must return or destroy all Confidential Information provided to you under the Agreement; your obligation to protect such Information shall continue after termination or the Agreement.

4. **RIGHTS TO DATA.** With the exception of images or data bearing copyrights of other parties, your Agency retains all rights to data in CorrectTech regarding supervision and monitoring of persons under Agency supervision and for which Agency has paid all applicable fees to CorrectTech. CorrectTech retains all rights to use all such data independently, with the exception of data that explicitly identifies individual persons.

5. **WARRANTY.** You warrant to CorrectTech that you will comply with all applicable laws, rules and regulations related to your use of CorrectTech. CorrectTech, its employees, directors, agents, resellers and other affiliates, shall not be liable and specifically disclaim any responsibility for a) the use of CorrectTech by or on behalf of your Agency, b) any acts of monitored persons, and c) the operation of Internet or telephone communications, networks, systems, intermediaries, or related service providers. No warranties, whether expressed or implied, apply to the operation, reliability, availability, or accuracy of CorrectTech.

6. **RESTRICTIONS ON USE.** You will not (i) modify, reverse engineer, decompile or disassemble the software related to CorrectTech or otherwise attempt to learn the source code, structure, algorithms or internal ideas underlying CorrectTech, or (ii) customize, modify, enhance or otherwise change any software related to CorrectTech without the express written consent of CorrectTech

7. **ACCESS CODES.** Authorized personnel of your Agency will identify each of its personnel who require access to CorrectTech, and CorrectTech will provide designated Agency personnel with either a) user identification codes and initial passwords for each of those personnel, or b) the ability to generate such codes and passwords. You are responsible for securing any user identification codes and passwords issued to you for lawful use consistent with applicable policies of your Agency, the TOU and the Agreement under which your Agency uses CorrectTech. You must promptly a) terminate access to CorrectTech by Agency personnel who should not have such access.



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8. MODIFICATION. CorrectTech reserves the right to modify the TOU or its policies relating to CorrectTech at any time, effective upon written notice of the updated version of the TOU to the Agency, provided that it has given at least 30 days advance notice to you and your Agency. Your continued use of CorrectTech after any such changes take effect, and after timely notice as defined herein, shall constitute your acceptance of those changes.

9. GENERAL. The TOU shall be governed by Oregon law and applicable United States federal law. Any disputes, claims or causes of action arising out of or in connection with the TOU shall be subject to the exclusive jurisdiction of the state and federal courts located in Clackamas County, Oregon. If any provision of the TOU is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intent of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. The failure of CorrectTech to enforce any right or provision herein shall not constitute a waiver of that right or provision. Headings are for convenience only and shall not limit or alter interpretation or application.

Questions about these Terms of Use or the Agreement under which your Agency uses CorrectTech should be directed to CorrectTech Customer Support at [support@correcttech.com](mailto:support@correcttech.com) or by courier or U.S. mail addressed to CorrectTech, Inc., Attention: CorrectTech Customer Support, 1 West Court Square, Suite 750, Decatur, GA 30030.



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**Attachment D: CorrectTech Support and Maintenance Agreement**

**1. Scope.** CTI grants to Agency this non-exclusive, non-transferable software support and maintenance service solely under the terms and conditions as described herein. CTI has no obligation to provide support or maintenance services other than as set forth in this Agreement.

**2. Term.** The term of the Maintenance and Support Services Agreement (the “Maintenance Term”) shall commence on the Effective Date of this Agreement and shall continue in full force and effect for the initial Term. Thereafter, this agreement shall automatically renew at the end of the current term, for successive one (1) year periods under the same contract terms and conditions herein unless either party gives written notice of its intention not to renew at least thirty (30) days before the anniversary date.

**3. Definitions.** Capitalized terms shall have the meaning specified in this Agreement, or if not defined herein, as defined in the applicable End User License Agreement, Master Services Agreement or Statement of Work. For this Agreement, the following key definitions apply:

“**After Hours**” means any time not included in Business Day.

“**Business Day**” means 8:00AM MST to 5:00PM MST, Monday through Friday, excluding all recognized US national holidays.

“**Business Hour**” means an elapsed hour during a Business Day. For example, an interval specified as “four Business Hours” beginning at 4:00 PM MST on Tuesday would end at 11:00 AM MST on Wednesday.

“**Covered Incident**” shall mean an **Incident** that is covered pursuant to Section 9 herein.

“**Generally Available and Released**” means software that has passed CTI development testing and has been made available for production use.

“**Incident**” shall mean any support or information request initiated by Agency to CTI pursuant to the procedures set forth in this Agreement. An Incident begins on the date and time an email from Agency is logged on CTI’s server, or alternatively the date and time a phone call to CTI is left by Agency, whichever is earlier. An Incident ends when Agency and CTI mutually agree that the issue identified as part of the Incident is Resolved.

“**Out of Cycle Updates**” are software updates that an agency elects to delay outside of the normal software update cycle. CTI will notify Agency when new software updates are available with an expectation that an update window will be scheduled within 60 days of such notification. Agency may choose to delay such update, but such update will then be an Out of Cycle Update.

“**Response**” means an attempt by CTI to establish contact with the party reporting the Incident on behalf of Agency. A Response may be by telephone call placed by, or email message sent by CTI, or CTI’s designated support technician.

“**Response Time**” is the period from the beginning of an Incident to a Response.



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**4. Annual Maintenance and Support Fees.** CTI's support and maintenance is bundled with the financing of the software license for the period of the financing term as noted in this Agreement. After the financing term is over, support and maintenance must continue in order to continue to remain a licensed user of the CorrectTech system.

**5. Incident Reporting.** Agency reporting of non-emergency Incidents shall be made via the CorrectTech Client Portal via the link at correcttech.com. Urgent issues shall be reported via the telephone numbers and/or email addresses provided by CorrectTech support.

i. **Contact Information for Reporting Incidents is as follows.**

**1. Via client portal link on correcttech.com or from the Help icon inside the CorrectTech software application.**

ii. CTI personnel may provide other means or mechanisms for support from time to time.

iii. All reports of Incidents shall identify the Agency, the problem, the reporting individual, and the presumptive severity level assignment. As discussed below, final severity level assignment is subject to mutual agreement between Agency and CTI.

iv. A limit of three (3) individuals from Agency, who shall maintain a high level of CorrectTech training and familiarity, will be authorized to make incident reports. CTI reserves the right to require the completion of reasonable training before authorizing an individual to make incident reports. For Critical or Major Incidents, CTI will accept Initial Incident Reports from unauthorized individuals, but a Comprehensive Incident Report may be made only by an authorized individual.

**6. Support Levels.** CTI provides three support levels as measured by the type of services delivered, the expertise of the person delivering the support and the amount of supervision involved.

i. **Support Level 1** activities include establishing the initial contact, logging a reported Incident and preliminary information gathering regarding a reported Incident. Diagnosis and troubleshooting are limited to activities described in the product documentation. Level-1 support is generally delivered by an internal support technician who is familiar with the product and the product documentation. Support Level 1 activities are overseen by a support supervisor.

ii. **Support Level 2** activities include some Support Level 1 activities but also focus on in-depth troubleshooting and diagnosis using techniques not generally published in the user documentation. Support Level 2 is delivered by a support technician who has undergone hands-on training in the configuration and operation of the product. Support Level 2 activities are overseen and tracked by a support supervisor.

iii. **Support Level 3** activities include some Support Level 1 and Support Level 2 activities but also focus on sophisticated diagnosis and repair of Software. Support Level 3 is delivered by a support technician who has extensive experience in the installation, configuration, operation, and diagnosis of the product. Support Level 3 support technicians have direct access to sustaining engineering staff. Support Level 3 activities are overseen and tracked by a support supervisor and a sustaining engineering manager.

**7. Remote Support.** This Agreement provides for telephone, email, and remote access support only. On-site support service may be available on a time/materials basis.

**8. Incident Severity.** The type and level of support and maintenance services provided by CTI in as a result of a reported Incident depends upon the identified severity of Incident as follows:

i. A **Minor Incident** is an incident that does not significantly impair the functioning of the system and is therefore tolerable for short periods including, but not limited to requests for assistance with installation, requests for documentation, and requests for assistance with configuration.

ii. A **Major Incident** is an incident that significantly affects system operation, maintenance, or administration and requires immediate attention including, but not limited to reduction in process capacity or accuracy, loss of diagnostic capability, or loss of a feature/functionality. Critical Incidents operating under work around conditions are also considered Major Incidents.





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iii.A **Critical Incident** severely affects service, traffic, and maintenance capabilities, and requires immediate corrective action. With a Critical Incident, the system is inoperative and Agency’s inability to use the product severely and negatively effects the Agency’s operations. A Critical Incident is the highest level of Incident.

The severity level of an Incident shall be mutually agreed between and assigned by the Agency and CTI using the following criteria:

Severity Level	Level I	Level II	Level III
Minor	Provided by Agency	Assigned immediately	Escalated if no Resolution in 7 Business Days
Major	Provided by Agency	Assigned immediately	Assigned immediately
Critical	Provided by Agency	Assigned immediately	Assigned immediately

**9. Covered Incidents.** Pursuant to this Agreement, Agency is entitled to unlimited support and maintenance for **issues related to software functioning**, including reasonable and customary user questions. Network issues, hardware issues, formal training and data problems are not covered under this clause, and if after problem determination and problem resolution work efforts performed by CTI it is determined that the problem was caused by Agency network, hardware, environmental factors or third party components provided by the Agency, Agency will pay CTI at its prevailing hourly rates (currently \$150/hour for Business Hours and \$250/hr. for After Hours).

**10. Uncovered Incidents.** All Incidents that do not explicitly meet the criteria for Covered Incidents will be addressed on a time and materials basis. During the first year of this Agreement, the labor rate for all billable services during Business Hours shall be \$150 per hour. The After Hours billable rate shall be \$250 per hour. The hourly rate may be adjusted for future years with thirty (30) days written notice to the Agency.

**11. Training.** Unless other arrangements (such as initial training services as provided during Implementation Services) have been made, the time that CTI staff spend training, remotely or in person, Agency’s staff, as a group or individually, is billed on a time and materials basis at the rate of \$150 per hour during Business Hours and \$250 After Hours. Training that is conducted after 30 days after Go-Live will be billable in this manner unless a separate Statement of Work has been established to provide ongoing management services inclusive of a training.

**12. Outside Vendors.** This Agreement does not cover any other agreements that the Agency may have with another vendor for telecommunication or server maintenance and support, even if the other vendor’s products integrate with and effect the functioning of the Software. It is expressly agreed that if the Agency chooses to contract with Dial Boxes Inc. for telecommunications products and services related to the Software, this Agreement does not warranty any products or services related to that contract.

**13. Reliance on Data Supplied.** CTI will perform the Services described in this Agreement using information and instructions furnished by the Agency and shall be entitled to rely upon any such information or instructions if it is reasonable to do so. If any error results from incorrect materials supplied to CTI by the Agency, CTI shall not be responsible for any problems caused by such.

**14. Agency’s Responsibilities.** Agency may, from time to time, be required to collaborate with CTI and/or end users to support and maintain Software as follows:

- i. Agency shall deliver Level 1 support, as defined in this Agreement, to its end-users with suitably trained and qualified staff.
- ii. Agency shall provide a technically competent resource to work with the CTI staff during the incident Restoration and Resolution process. Tasks expected of this resource include, but are not limited to (1) rebooting/resetting the system, (2) obtaining and forwarding file and error dumps, (3) loading and executing CTI-supplied diagnostic programs and trial patches, and/or (4) general reporting on the system environment and operation.



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- iii. Agency shall provide for remote access to the system exhibiting the problem which led to the Incident. CTI will comply with Agency's reasonable security measures in granting such access. If remote access is not arranged prior to the occurrence of an Incident, Restoration and/or Resolution may be negatively impacted.
- iv. At the direction of CTI, Agency shall implement reasonable interim solutions, in the form of temporary fixes and workarounds, to achieve a Restore condition.
- v. The system exhibiting the problem resulting in an Incident must be installed and configured per CTI product documentation, must contain all of the elements necessary for operation, and must be installed and provisioned using industry best practices. Agency-installed hardware or software and/or Agency-installed modifications to CTI products may negatively impact Restoration and/or Resolution.

**15. Software Revision Level.** CTI generally supports the current and the immediately preceding versions of its software products. CTI may elect to support older versions of its software products, but reserves the right to require upgrade to the current version before investigating an Incident.

**16. Software Upgrades and Updates.** CTI will provide software upgrades and patches, including documentation, for CTI software products for which Agency is licensed as CTI makes them generally available and released. So long as this Agreement is current and in good standing, licensed updates to modules at the level licensed (Premium, Advanced or Basic) listed in this Agreement are provided at no charge. For any new modules or increases in licensing levels, additional licensing fees will be required and agreed to by both parties in writing. The labor required to configure new features and enhancements shall be billed at regular Business Day rates or After Hours depending on when the update work is performed. As new modules or new module enhancements are made available, CTI will provide implementation services under a separate SOW to enable those newly licensed capabilities as the prevailing services rates.





## CorrectTech Software License Agreement For U.S. State and Local Government and Private Agencies

### Attachment E: Technology Assumptions – provided and provisioned by Agency

- **Dedicated Server for CorrectTech Database Server** – configured with:
  - MS Server 2012 (or newer)
  - SQL DB 2016 Standard Edition (estimated at 25 CALs for your needs)
  - 4 CPU Intel Server from a commercial/business brand (Lenovo, HP, Dell)
    - With minimum of 48GB of memory;
  - 1 TB of usable RAID disk space (RAID 5 or RAID 10) – allowing for data growth over a period of 5 years
  - 2 TB of separate disk space (SATA drive) for back-ups and non-production data spaces
  - Two power supplies
    - Preferably connected to two different power circuits
  - Two high performance Network Interface bus adapters
  - Two High Performance I/O Bus Adapters
    - These I/O adapters contain extra memory and processing capacity to ensure fast and efficient I/O handling
    - Multiple-channel I/O channels to allow each disk drive to have two independent paths to the data
  - RAID array that holds at least 16 drives
    - 4 installed drives – 250-350 GB each; at least one spare installed for hot failover; 1-2 additional disk drives on hand to install in event of a single disk drive failing (to return to redundancy mode immediately)
      - For a 1 TB RAID, 4 active drives recommended for performance, and faster recovery upon a disk drive failure
  - Professional services to install and implement the CorrectTech server onto the network will be provided by Agency if these items are not already in place.
  
- **Dedicated Remote Desktop Application Host Processor** (*if application serving configured*)– configured with:
  - MS Server 2012 (or newer)
  - TSPlus or Microsoft RDP – 30 User Enterprise Edition (not included in our pricing)
  - 2 CPU Intel Server from a commercial/business brand (Lenovo, HP, Dell), with upgrade option for another 4 CPU module.
    - With minimum of 32GB of memory
  - 500 GB of usable RAID disk space (RAID 5 or RAID 10)
  - 500 GB of separate disk space (single SATA drive) for back-ups and non-production data spaces
  - Two power supplies
    - Preferably connected to two different power circuits
  - Two high performance Network Interface bus adapters
  - RAID array that holds at least 4 drives
    - 3 installed drives – 250 GB each; at least one spare installed for hot failover; 1 additional disk drives on hand to install in event of a single disk drive failing (to return to redundancy mode immediately)
  - Professional services to install and implement the onto the network can be requested by Agency if these items are not already in place.
  - Professional services to install and implement the TS Plus Remote Desktop Connection server will be provided by Agency if these items are not already in place.
  
- **Domain Controllers for network resource control and management**
  - Use: At a minimum, used to control server resource assets for CorrectTech server, CorrectTech DB, CorrectTech file system, and optional RDP/TSPlus server resources. These servers are essential to 24/7 operations and must have no other workload on them.
  - 1 CPU Intel Server from a commercial/business brand (Lenovo, HP, Dell)
    - With minimum of 4GB of memory
  - If Virtual Servers are used to provide domain controller services, the back-up domain controller must be on a separate hardware system (virtual server or not).
  - 250 GB of solid-state disk space
  - Two power supplies
    - Preferably connected to two different power circuits

## CorrectTech Software License Agreement For U.S. State and Local Government and Private Agencies

- One high performance Network Interface cards
- Disk bay that holds up to 2 drives (minimum)
- Professional services to install and implement the domain controllers will be provided by Agency if these items are not already in place.
  
- **Connectivity and Security**
  - Two firewalls – for redundancy
    - And active management of firewalls by IT staff or qualified third-party provider
  - Two switches for connecting all CorrectTech related items, and for redundancy
  - Professional services to install and implement the firewalls and switches will be provided by Agency if these items are not already in place.
  
- **High Availability network components**
  - UPS battery system that supports CorrectTech server and critical network resources (two domain servers, two firewalls and two switches)
    - Recommend a minimum of one hour of capacity to withstand temporary power outages
    - Preferred configuration is for up to 8 hours of UPS back-up power for the critical central systems.
  - UPS battery system for each security desk to power at a minimum the primary CT desktop for managing security, check-in/out, etc.
    - Recommend at least one hour of capacity.
    - Preferred configurations depend on what Agency is used to regarding historical power outages.
  - Data back-up solution for sending database back-ups offsite (usually once a week on weekends), interim database back-ups taken nightly onto local SATA hard drives
  - Professional services to install and implement the UPS Battery solutions and data back-up solutions will be provided by Agency if these items are not already in place.
  
- **End User computers**
  - All end-users, including central monitoring offices, who will be interacting with CorrectTech will need a Windows 7 or Windows 10 personal computer connected to the network that enables high speed Internet to the host server network.
    - The target specification of CorrectTech end user computers is for 8GB to 16GB of memory and Intel 5 or better, most of this being used by the Windows operation system. CorrectTech uses approximately 500MB to 1GB of memory in the local end user workstation during regular operation.
  
- **Kiosk equipment requirements**
  - Kiosks are Windows PC workstations with client/resident specific permissions, screen views, and a slightly different setup process.
    - We recommend a kiosk cabinet for security reasons. A variety of vendors sell such kiosks. We have had good success at [globalindustrial.com](http://globalindustrial.com) (search for “Computer Cabinet Enclosure For LCD Monitors”)
    - Each "kiosk" (i.e., computer cabinet) will house one workstation. We generally recommend one kiosk per 45-60 residential clients, but the daily operations of your organization will determine the final requirement. A back-up kiosk is useful for situations where a single kiosk may run into power or computer-related problems creating a loss of kiosk operations.
    - When considering placement of your kiosk, you will want to consider uses for signing in and out of each facility in view of the operations staff as well as use of the kiosk computer for client interactions related to incentives, rule violations, messages and other self-service components of the kiosk use.
    - The typical computer components of a kiosk are:
      - PC system unit – minimum 8GB memory, Intel 5 or newer; and enough interface ports for display, mouse, keypad and fingerprint scanner
      - Flat screen display, Mouse, 10-digit key pad, and Fingerprint scanner
      - USB 2.0 port for connecting/mapping the remote fingerprint scanner
      - NO Keyboard for everyday use. Usually locked in the cabinet for when local IT staff need to interact with the kiosk as a native Windows machine.



## **CorrectTech Software License Agreement** **For U.S. State and Local Government and Private Agencies**

### **Attachment F: Summary of Module Implementation Assumptions and Tasks**

- Two residential facilities house your adult residential populations – averaging 112 beds
- Non-residential client population is assumed to average 20.
- An on-premise implementation - where Agency provides all PC Server host processing, data back-ups, server licenses, and related hosting networking equipment as outlined in Technology Assumptions, on a schedule as agreed to during opening month of the project.
- Your staff will access the CorrectTech system from your residential buildings through agency/county provided local area network.
- Agency will provision all items outlined in Technology Assumptions into active and operational status, with our IT support staff providing assistance as needed.
- We provide consulting, planning and training for the CorrectTech system implementation, broken into three primary phases – see further detail below:
  - Design, planning, configuration and system implementation - 5-6 months
  - Pre-launch and production cutover services (as outlined – partial) – 45-60 days
  - Post cutover services for 60 days (upon request via time and materials) – 60 days
- We configure the CorrectTech software settings for your needs, install the software on your server, and bring it into live test and ultimately into live production mode with server/network support from your IT staff.
- These implementation assumptions are based on the initial conversations we have had so far. If there are major functional enhancements or additional requirements not currently supported by the modules selected, we will notify you and provide a Statement of Work for Agency to approve IF such needs can be met within the overall project timeframe and scope.
- Typical implementations include a moderate amount of custom forms to reflect your unique operational needs. For excessive forms customization and/or building, and/or custom or new data fields, additional implementation time and associated Statement of Work approval may be needed.
- As part of the Pre-launch services, we will conduct user training on a time and material basis, in a combination of fashions:
  - Introductory computer-based training videos for all staff, quizzes and hands on exercises using “live test clients” created by each staff member.
  - Pre-launch Q&A Sessions for staff (via web meetings) to field questions, answer questions using live software and test cases, and help plan for cutover, SOP changes, and data conversion tasks Agency must identify and address for successful implementation.
- Agency will put in place at least three CorrectTech Subject Matter Experts (SMEs) and at least one at each facility, who will be the primary CorrectTech experts through whom all staff will subsequently ask questions and receive first level of support.
- The following is a summary of the functional and operational fit assumptions that CorrectTech and Agency have made about the project:
  - The CorrectTech software is designed to meet substantially all requirements of Agency as outlined in the Agreement. This may require certain operational activities of the Agency staff to change to accommodate new ways of doing business as a result of implementing the CorrectTech software.
- Travel expenses are estimated and based on 3 of our staff traveling from out of state on two occasions. An optional third trip will be decided upon by Agency, and we will provide travel estimate for you upon request.



## CorrectTech Software License Agreement For U.S. State and Local Government and Private Agencies

### **CorrectTech Implementation and Deliverables**

This section defines the specific services that CTI will provide to Agency as part of the CorrectTech Software project. These services will be provided directly and managed by CorrectTech in collaboration with Agency staff and management. Project success depends on active Agency participation, dedicated Agency resources, and timely responses and decisions by Agency staff. CTI will assign a project manager and a project consultant to the Agency project to ensure successful implementation of all deliverables. If the CTI Project Manager identifies areas of Agency staff responsibility that are not being met during the project, either in terms of completeness or in terms of schedule, these items will be documented and notified to the Agency Project Leader so that the parties can make necessary adjustments to resource allocation, deliverable scope and/or project schedule.

CTI will provide project leadership and guidance for all deliverables listed as CTI's. Agency is responsible for leading and guiding its identified project phases and deliverables for the project. The project will be divided into the following overall phases:

1. Project Planning
2. Design and Configuration
3. Systems Environment Preparation and Operation
4. Training System and User Testing
5. Training and Pre-Launch (collaboration between Agency and CTI)
6. Go-Live Week Preparation
7. Systems Installation of Production Configuration
8. Post Go-Live

CTI has limited roles in the following three phases: Systems Environment Preparation and Operation, the Training and Pre-Launch, and Post Go-Live.

1. Systems Environment Preparation and Operation is the sole responsibility of the Agency. CTI will provide testing and validation of the agency server environment when the systems are made available to CTI.
2. Training and Pre-Launch as included in this Agreement provides a total of 50 hours of project management assistance, training and configuration assistance. The Agency is required to assign and lead this section of the project, and CTI will not be responsible for this deliverable, including its schedule.
3. The Post Go-Live phase is entirely on a time and materials basis for CTI. Any deliverables defined and schedules established will be the responsibility of the Agency unless otherwise spelled out in an approved Change Order.
4. Requests for additional training, design, configuration or project management assistance must be made via a Change Request and agreed to via an approved Change Order.

CTI's project deliverables will be considered completed when CTI deliverables have been provided and accepted by Agency. There will be interim deliverables reviewed and accepted during each of the following phases as outlined below. Unless otherwise agreed by the parties in writing, CTI will notify Agency upon delivery of each deliverable. Following delivery, Agency will have 15 days to accept or reject such deliverable, or such other period as may be mutually agreed by the parties in writing. If Agency does not notify CTI in writing of its acceptance or rejection of such deliverable within such period, Agency will be deemed to have accepted such deliverable for all purposes under this Agreement.

1. Design and Configuration
2. Training System and User Testing
3. Training and Pre-Launch (in support of Agency)
4. Go-Live Week Preparation
5. Systems Installation of Production Configuration

Unless there are additional SOWs or approved Change Orders, CTI's final deliverable of this Software Project is the installation of the Final Configuration as signed-off and approved by the Agency during the Go-Live Week Preparation. Upon Agency beginning use of the CorrectTech System, the mechanisms and methods for CTI to provide support to the Agency are outlined in Attachment D – CorrectTech Support and Maintenance.

The Project Phases that are the responsibility of the Agency are:

1. Systems Environment Preparation and Operation
2. Training and Pre-Launch (with assistance from CTI)
3. Post Go-Live

### **Project Planning**

**Deliverable:** Final Project Plan and Schedule

**Target Schedule:** 2-4 Weeks



## CorrectTech Software License Agreement For U.S. State and Local Government and Private Agencies

The objective of Project Planning is to define clear roles and responsibilities and expectations of each of the project phases and set realistic goals; to establish a methodology for effective communication during the project; and to review the Change Request process so that the project is completed successfully, on budget and according to the configuration choices made by the Agency for each of the features and modules licensed in this Agreement. Project planning and management will be an integral part of this project, and is a collaborative and shared role by both CTI and the Agency. Agency resources, inputs, project assignments and decisions are integral to both the success of the project but also meeting the proposed schedule once agreed upon.

The CTI project manager will discuss with the Agency project manager the following items as part of the project planning process and in preparation of the Initial Project Plan and Schedule. If over the course of the Software Project, changes to scope or schedule occur due to either Change Order, to Agency resources being unavailable, or Agency commitments not being met, such changes will be made to the Project Plan and Schedule. Working together, the CTI and Agency project managers will:

- Establish roles and responsibilities of key personnel
- Establish a clear chain of communications
- Review and confirm overall project scope, objectives and approach
- Review and confirm the overall plan of action and expected results (deliverables)
- Identify overall project constraints, priorities and risks
- Review and confirm overall project schedule, and adjust as needed
- Review and confirm resource and scheduling requirements, and adjust as needed

### **Design and Configuration**

**Deliverable:** Completed Master Configuration Documentation and Completed Test Configuration

**Target Schedule:** To be determined during Project Planning Phase

The objective of the Design and Configuration phase is to conduct and complete configuration design meetings across all areas of the Agency's operation and in line with the software modules and features as outlined in Attachment A, so that a complete Test Configuration can be created in the CTI Dev Server environment. Agency project members, including Agency Subject Matter Experts (SMEs) will be asked to review and approve all configuration settings and functionality in the Test Configuration as an acceptance checkpoint of this phase. CTI staff will provide training and support throughout this phase with the Agency staff and SMEs. Any changes of requirement to the modules/features outlined in Attachment A that require new or additional configuration, testing, software development, training preparation or systems installation work will require an approved Change Order. SME's will be an essential part of the Pre-Launch and Post Go-Live periods as they will play central roles in staff training and support.

### **Systems Environment Preparation and Operation**

**Deliverable:** Installed and validated System Environment and installed CorrectTech Test System

**Target Schedule:** To be determined during Project Planning Phase

The objective of the Systems Environment and Preparation phase is for the Agency to prepare the server and networking environment to be ready for the installation of the Test Configuration as the Agency Training System. The Agency will provide a properly resourced server environment, as outlined in Attachment E, able to manage both a Training System and a Production System. Once the environment is prepared, CTI staff will install a test version of the CorrectTech system to conduct end of end testing of all of the elements of the intended use of CorrectTech, including fingerprint scanners and kiosk operations in the physical environment where they will be used. CTI staff will alert Agency staff of any issues impacting the completion of these tasks and report any impacts to the overall project schedule to the Project Team. Agency project members will be asked to review and approve the Test System installation as an acceptance checkpoint of this phase. Any changes to the tested and approved Systems Environment that require new Testing, Training Prep or Systems Installation rework will require an approved Change Order.

### **Training System and User Testing**

**Deliverable:** Installed Training System on Agency Server Environment and Trained Agency SMEs

**Target Schedule:** To be estimated during Project Planning Phase, and dependent on prior phase completion

The objective of the Test Configuration Preparation and User Testing phase is twofold.





## CorrectTech Software License Agreement For U.S. State and Local Government and Private Agencies

- To move the approved Test Configuration to the Agency provided Server Environment so that an Agency Training System can be established so that the Training and Pre-Launch Phase can begin.
- To have Agency-staffed Subject Matter Experts conduct a combination of their system training and user acceptance of the Test Configuration on the Training System. CTI staff will provide training and support throughout this phase with the Agency SMEs.

As part of the overall Project Plan and Agency resources, user-Agency project members will be asked to review and approve the software modules, features and configuration settings of the Training System. Other than items not working as planned and approved in the Test Configuration, any changes to the Training System that require new or additional configuration, testing, training preparation or systems installation work will require an approved Change Order.

### **Training and Pre-Launch**

**Deliverable:** Final Configuration and Trained and Prepared Agency staff

**Target Schedule:** To be estimated during Project Planning Phase, and dependent on completion of prior phase

The objective of the Training and Pre-Launch phase is to:

- Allow recently trained Agency SMEs to deepen their knowledge of the CorrectTech system by actively participating in the training of the rest of the Agency staff.
- Prepare the entire Agency staff to be ready for the cutover to the CorrectTech system.
- Review and decide on the methodology for moving live client data into the Production system. CTI's standard approach is to allow Agency to fully configure the Training System with "live client/agency/user credentials" data so that a back-up and restore of the Training System can be used as the foundation of the Production System (this is a one-time only event).
- Note: There is no automated data conversion included in this Agreement for moving client data from Agency legacy system into the CorrectTech system.

CTI will play a leadership role in providing project management, quality assurance and configuration leadership, staff guidance and training during this phase of the project. As guided by the CTI Project Manager and Agency Project Manager, SME project members will be responsible for reviewing and approving the Final Configuration settings as they are in the Training System. Other than items not working as planned and approved in the Training System, any changes to the Training System or Final Configuration that require new or additional configuration, testing, training preparation or systems installation work will require an approved Change Order. CTI training will be directed to Agency SME's and selected staff, with the bulk of training being the responsibility of Agency training director(s) and Agency SMEs with support from the Agency Project Manager. At the end of this phase of the project, Agency SMEs and staff will be trained on use of the CorrectTech configuration as established on the Agency Training server and ready to be put into production.

### **Go-Live Week Preparation**

**Deliverable:** Completed Go-Live Cutover Checklist and client data loaded into Production System

**Target Schedule:** To be estimated during Project Planning Phase, and dependent on installation of the Final Configuration

The objective of the Go-Live Week Preparation phase is to review the Cutover Checklist that CTI and Agency Project leaders have developed to confirm readiness for going live. Key elements that are typically included in the Go-Live Cutover Checklist are:

- Fully trained and equipped Agency SMEs able to actively support the rest of the Agency staff during the Post Go-Live period.
- Informed and trained Agency staff who are ready to convert from their old system(s) to the CorrectTech system.
- Server environment is operational, regular back-ups are being run and other essential components to reliable and secure operations. Ongoing server environment operations is the responsibility of Agency IT resources.
- Systems Installation of Product Configuration (see below)
- Final Configuration sign-off by Agency SMEs and/or Agency Project team.
- Agreed to client data loading commences (or continues to commence if it started during use of the Training System) and meets its time schedule objectives to support the chosen Go-Live date.

User-Agency project members will be responsible for reviewing and approving the Final Configuration as it is operating in the Production System. Other than items not working as planned and approved in the Training System, any changes to the Production System or Final Configuration that require new or additional configuration, testing, training preparation or systems installation work will require an approved Change Order.



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### **Systems Installation of Production Configuration**

**Deliverable:** Operational System installed as Production System

**Target Schedule:** Is part of the Go-Live Week Preparation schedule

The objective of the Systems Installation of Production Configuration phase is to perform the final set-up of the Final Configuration into the Production System. This work is performed only after associated pre-requisites are signed off as part of the Go-Live Checklist. Typical pre-requisites include:

- Final Configuration sign-off by Agency SMEs and/or Agency Project team.
- Agreed to client data loading mechanism is tested and validated.
- Systems Environment is fully ready and operational.

Following the installation of the Final Configuration into the Production System, both CTI and Agency staff will follow a planned Quality Assurance process to ensure the system operates as expected and as experienced on the Training System. Go-Live is typically planned for 2 days after this step to allow for this quality assurance step to complete. Any discrepancies discovered in the Final Configuration on the Production System will need to be recorded in detail via the CTI Ticketing System. CTI will be responsible for resolving any discrepancies associated a gap with the signed-off Final Configuration. Other than items not working as planned and approved in the Go-Live Week Checklist, any changes to the Production System or Final Configuration that require new or additional configuration, testing, training preparation or systems installation work will require an approved Change Order.

### **Post Go-Live**

**Deliverable:** Monitoring and support of Agency staff's use of the CorrectTech system

**Target Schedule:** 30-45 days in length with start date dependent on installation of the Go-Live Date

The objective of the Post Go-Live phase is to actively support Agency staff members as they begin to use the CorrectTech System. CTI Project Manager and CTI Product SMEs will provide guidance and support over the two to three-month period following Go-Live. One of the main objectives of this phase is to establish a strong leader or group of leaders within the Agency who will be responsible and conversant in how CorrectTech operates and how it has been configured to support Agency requirements. In addition to providing project management and SME support during this period, CTI's role will also include providing timely and active response to tickets submitted via the CTI Ticketing System by one of the Agency's SMEs, address any software or operational bugs that might arise, and be available to provide additional resources as requested by the Agency Project Leader. Agency has pre-paid for fifty (50) hours of Post Go-Live support. The type of additional services that might be requested of CTI via a Change Order could include:

- Additional staff training
- Creation of custom training content and materials (QuickTips, training videos)
- Troubleshooting of the Systems Environment provided by the Agency
- Configuration changes that require CTI help, subsequent testing services and if necessary a re-install of an updated Final Configuration
- Additional Systems Installation and subsequent systems checklist quality assurance

At the end of this phase, the Agency Project Manager will confirm that operations are up and running on CorrectTech and that no planned further additional assistance is required (allowing CTI to reassign resources to other projects). Unless there are unresolved high impacting bugs at the time, at 60 days after Go-Live Date, this phase will be considered complete. Ongoing support of the Agency CorrectTech installation will be conducted as outlined in Attachment D – CorrectTech Support and Service Agreement.

### **Agency Responsibilities and Resources**

This section defines Agency staff responsibilities in their role as members of the project team. The section also outlines the resources that Agency will provide to the project.





## CorrectTech Software License Agreement For U.S. State and Local Government and Private Agencies

### Agency Responsibilities

Agency responsibilities and roles comprise the following main areas:

1. Overall Project Manager: Agency will assign and maintain a Project Manager for the duration of the Software Project. The Agency Project Manager has responsibility to coordinate and/or the ability to make decisions on scope, schedule, Change Orders and deliverables sign-offs.
2. Phase Project Manager(s): Agency may elect to have separate Project Managers be responsible for each phase of the project.
3. Subject Matter Experts: Agency will identify, support and maintain a group of Subject Matter Experts (SMEs) who will be responsible for:
  - a. Learning the CorrectTech system as configured for the Agency
  - b. Conduct user testing in the initial Test Configuration on the CTI Dev Servers
  - c. Conduct user testing in the Training System on the Agency server environment
  - d. Be responsible for staff training during the Pre-Launch phase of the project and on into the Post Go-Live phase and beyond.
  - e. Be the first level of support for all Agency user staff questions and issues. In this role, as outlined in Section 6.i of Attachment D, one or more SME will be designated as Level 1 support. Upon review of the staff inquiry, CTI support is required as defined in Attachment D, such SMEs will submit their support requests through the CTI Ticking System providing full and clear detail as to the nature of the issue.
4. IT resource provisioning and ongoing Server Environment support and operations, including:
  - a. Acquisition, installation, configuration, technical support and maintenance of all necessary computer hardware, operating system software, database software and network components required by the CorrectTech system, including any interfaces with systems external to CorrectTech.
  - b. Initiation, coordination, monitoring and facilitation of all technical relationships and activities with departments and organizations. At a minimum, this will include Clackamas County Technology Services.
  - c. Technical support and maintenance of all computer equipment, operating system software, and network components, including (at a minimum) the backup, disaster recovery and reinstallation, if necessary, of the CorrectTech software and database software.



**DAN JOHNSON**  
MANAGER

**DEVELOPMENT AGENCY**

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

May 2, 2019

Development Agency Board  
Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement Between Clackamas River Water and the Clackamas County Development Agency Relating to the Clackamas Regional Center Mobility Improvement Project**

<b>Purpose/Outcomes</b>	Approval of an Intergovernmental Agreement outlining terms related to design and construction of improvements to Clackamas River water facilities located within the Clackamas Regional Center Mobility Improvement Project area.
<b>Dollar Amount and Fiscal Impact</b>	Not to exceed \$19,335.00
<b>Funding Source</b>	Reimbursement from Clackamas River Water funds
<b>Duration</b>	Until all work is complete or December 31, 2021, whichever is sooner
<b>Previous Board Action</b>	The Board approved proceeding with design and construction of the project at a Study Session on April 11, 2017
<b>Counsel Review</b>	Reviewed and approved by Counsel on March 12, 2019
<b>Strategic Plan Alignment</b>	1. Build public trust through good government.
<b>Contact Person</b>	David Queener, 503-742-4322

**BACKGROUND:**

The Development Agency is near completion of the design of the Clackamas Regional Center (CRC) Mobility Improvement Project. The design consultant coordinated with affected utilities in order to minimize conflicts with their facilities. With a project of this scale, there are instances where conflicts cannot be avoided and utilities need to be relocated.

Clackamas River Water (CRW) has some water lines and related structures that need relocation. In the interest of efficiency, CRW requested that our consultant prepare design drawings to be used for construction. The Intergovernmental Agreement (IGA) commits CRW to reimburse the Agency for costs associated with design. The IGA may be amended in the future to include construction of their facilities as part of the overall project, with reimbursement of those costs by CRW.

**RECOMMENDATION:**

Staff recommends the Board approve the Intergovernmental Agreement with Clackamas River Water relating to the Clackamas Regional Center Mobility Improvement Project.

Respectfully submitted,

David Queener  
Development Agency Program Supervisor

Attachments:

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
CLACKAMAS RIVER WATER AND THE CLACKAMAS COUNTY  
DEVELOPMENT AGENCY RELATING TO THE CLACKAMAS  
REGIONAL CENTER MOBILITY IMPROVEMENT PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into between Clackamas River Water, a domestic water district organized under ORS chapter 264 ("CRW"), and Clackamas County Development Agency, a corporate body politic ("Agency"), collectively referred to as the "Parties" and each a "Party."

**RECITALS**

- A. This Agreement is entered into pursuant to ORS 190.010, which confers authority on local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreements, its officers or agencies have authority to perform.
- B. As part of the Agency's Clackamas Regional Center Mobility Improvements Project, the Agency will undertake a CRC Transmission Line Project (the "Project") that will include the work identified in **Exhibit A** to this Agreement, and which lies within the Harmony, Sunnyside and SE 82<sup>nd</sup> roadways in an area identified in **Exhibit B** to this Agreement (the "Project Area"). CRW wishes to incorporate modifications to the existing water transmission lines within the Project Area as part of the Project.
- C. At the time this Agreement is executed, the Project will be limited to design and engineering work. The Parties may amend Exhibits A and C at a later date to include construction of the required water system upgrades as part of the Project.
- D. The Parties desire to provide the basis for a cooperative working relationship for the purpose of providing waterline design and construction services as part of the Project.
- E. CRW and Agency have determined it is in the public interest to cooperate in the planning and execution of the Project.

**AGREEMENT**

Now, therefore, based on the foregoing, the Parties agree as follows:

- 1. Term.** This Agreement becomes effective as of the last date of signature by a Party indicated below. Unless terminated earlier pursuant to Section 5 of this Agreement, this Agreement will expire upon the completion of each and every obligation of the Parties set forth in this Agreement, or by December 31, 2021, whichever is sooner.
- 2. CRW's Obligations.**

- a. Scope of Work. CRW agrees to the scope of work set out in Exhibit A. Before the Agency solicits bids for construction of the improvements contemplated by the Project, CRW will review the plans produced by Agency's consultant in connection with the Project and the procurement materials, and will not withhold approval of those plans and materials unreasonably.
- b. Project Coordination. CRW's liaison, identified below in Section 7 of this Agreement, shall coordinate design requirements, assist in developing bid items and quantities, and assist the Agency when necessary to provide responses to requests for information from bidders and contractors. CRW will provide engineering review, comments, information or approval, as required to the Agency or to the Agency's consultant, currently Harper Houf Peterson Righellis, Inc. ("HHPR"), for purposes of fulfilling the purpose of this Agreement.
- c. Project Inspections and Testing. CRW is responsible for costs associated with design review, field inspection and material testing related to the Project.
- d. Payment Obligations. CRW will be responsible for all costs associated with the work identified in Exhibit A to this Agreement, not to exceed the amount specified in Exhibit C. CRW further agrees:
  - i. To reimburse the Agency for administrative costs the Agency incurs in the administration of the Project, not to exceed One Thousand Dollars (\$1,000.00).
  - ii. To pay Agency within 30 days of the receipt of the Agency's invoice to CRW.

**3. Agency's Obligations.**

- a. Scope of Work. The Agency will contract for the scope of work set out in Exhibit A. Before soliciting bids for construction of the improvements contemplated by the Project, Agency will obtain CRW's written approval of the plans produced by HHPR in connection with the Project and of the procurement materials, which approval shall not be withheld unreasonably.
- b. Management of the Project. The Agency will manage the Project, as set forth in Exhibit A of this Agreement, and administer the associated engineering, design and construction contracts.

- c. Project Professional and Project Cost. Agency agrees to hire HHPR to design the Project. CRW shall be responsible for those Project costs as set forth in **Exhibit C** to this Agreement.
  - d. Invoice Obligations. Agency will invoice CRW within the first week following the last working day of each calendar month in which work is performed on CRW's behalf. With the exception of the administrative costs described in Section 2(d)(i), Agency shall not invoice CRW, and CRW shall not be liable for, amounts in excess of that which is listed in Exhibit C, unless the Parties amend this Agreement by modifying the scope of work set out in Exhibit A.
4. **Attachments.** The Parties understand and agree that Exhibit A, Exhibit B, and Exhibit C are attached and incorporated into this Agreement as if fully set forth herein.
5. **Termination.**
- a. CRW and Agency, by mutual written agreement, may terminate this Agreement at any time.
  - b. Either CRW or Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within thirty (30) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such thirty (30) day period, this provision shall be complied with if the breaching Party brings correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
  - c. CRW or Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
  - d. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project.

- e. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**6. Indemnification.**

- a. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend CRW, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to person or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents or its subcontractors or anyone over which the Agency has a right to control.
- b. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, CRW agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of CRW or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which CRW has a right to control.

**7. Party Contacts.**

- a. Joseph D. Eskew or his designee will act as liaison for CRW for the Project.

**Contact Information:**

Joseph D. Eskew  
Clackamas River Water  
16770 SE 82nd Drive  
Clackamas OR 97015  
(503)723-2565  
jeskew@crwater.com

- b. David Queener or his designee will act as liaison for Agency for the Project.

**Contact Information:**

David Queener  
Clackamas County Development Agency



150 Beavercreek Road  
Oregon City OR 97045  
(503) 742-4322  
DavidQue@clackamas.us

- c. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

**8. General Provisions.**

- a. **Oregon Law and Forum.** This agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- b. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- c. **Non-Exclusive Rights and Remedies.** Except as otherwise provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- d. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- e. **Access to Records.** The Parties acknowledge and agree that each Party shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

- f. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- g. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- h. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- i. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- j. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- k. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the Agency or CRW.

- l. **No Assignment.** No party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- m. **Nonwaiver of Government Rights.** Subject to the terms and conditions of this Agreement, by making this Agreement, the Agency is specifically not obligating itself, Clackamas County, or any other governmental entity with respect to any discretionary governmental action relating to the Project or any associated development, operation and use of the improvements to be constructed on the Project Area, including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental County approvals that are or may be required.
- n. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile, or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute and original.
- o. **Authority.** Each Party represents that is has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- p. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

**IN WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County Development Agency

Clackamas River Water

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Chair: Jim Bernard

---

Name: Hugh Kalani  
Title: CRW Board of Commissioners President

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Date

---

Date

## EXHIBIT A

### SCOPE OF WORK

#### **Design Scope of Work:**

Clackamas River Water District (CRW) desires to have HHPR, who is under contract with the Clackamas County Development Agency, provide Engineering Services as required to incorporate various CRW elements of work into the overall CRC Mobility Plans. Specific elements of CRW design work to be incorporated are detailed in Exhibit 1 (attached). The Scope of Services is as follows:

#### Task 1: Base Map Preparation

Prepare base map and drawing sheet set up for review and approval by Clackamas River Water District. The following sheets are anticipated:

- Up to four (4) plan sheets, which may include enlarged plan views at 1"=5' scale and/or section views to illustrate construction requirements.
- Up to two (2) detail sheets

#### ***Task 2: Design and Review Comments***

Preliminary design has been completed by CRW and provided to HHPR. HHPR will incorporate CRW's design into the existing project drawings and the new CRW sheets and provide a copy of modified sheets to CRW for review. CRW's review will be independent of any % complete review set, as we are currently approaching 100% completion. Upon receipt, CRW will provide review comments within 1 week to allow any required revisions to be incorporated into the final plans.

#### ***Task 3: Final Plan Submittal – Bid Document Preparation***

Prepare final construction drawings for bidding and construction. Submit final drawings to Clackamas River Water District for final review and approval. Make minor corrections as needed (issue changes as addenda if required).

#### ***Task 4: Prepare Project Specifications and Engineer's Estimates***

Prepare special provisions for the installation of the water improvements, and other construction elements of the project. Provide a bid schedule for the project, along with an engineer's estimate. Incorporate project specifications in the 2018 APWA/ODOT format for bidding with Clackamas County.

#### Task 5: Bidding Assistance

Answer questions from the City Staff during the bidding process. Provide written or verbal clarification of bid items and/or plans as requested.

***Task 6: Inspection Services***

Provide general inspection services during installation of the waterline, concurrent with other inspection tasks. Track quantities for payment. Provide daily inspection notes (provide copies to CRW on a weekly basis). It is assumed that the water improvements will require 4 weeks to complete, and that the inspector will be present 10% of this time. CRW will provide primary inspection of CRW work and will participate in final walkthrough and generation of punch list items. CRW will provide review of submittals and RFI's.

***Task 7: As-Built Drawings***

Complete as-built drawings of the project to reflect changes made during construction. The as-built drawings will be generated from contractor and inspector notes (new survey will not be completed). Provide digital Autocad and PDF files to the Clackamas River Water District.

**Clackamas Regional Center Mobility Improvements**  
Proposed Work Split CRW vs. County Contract

12/26/2018

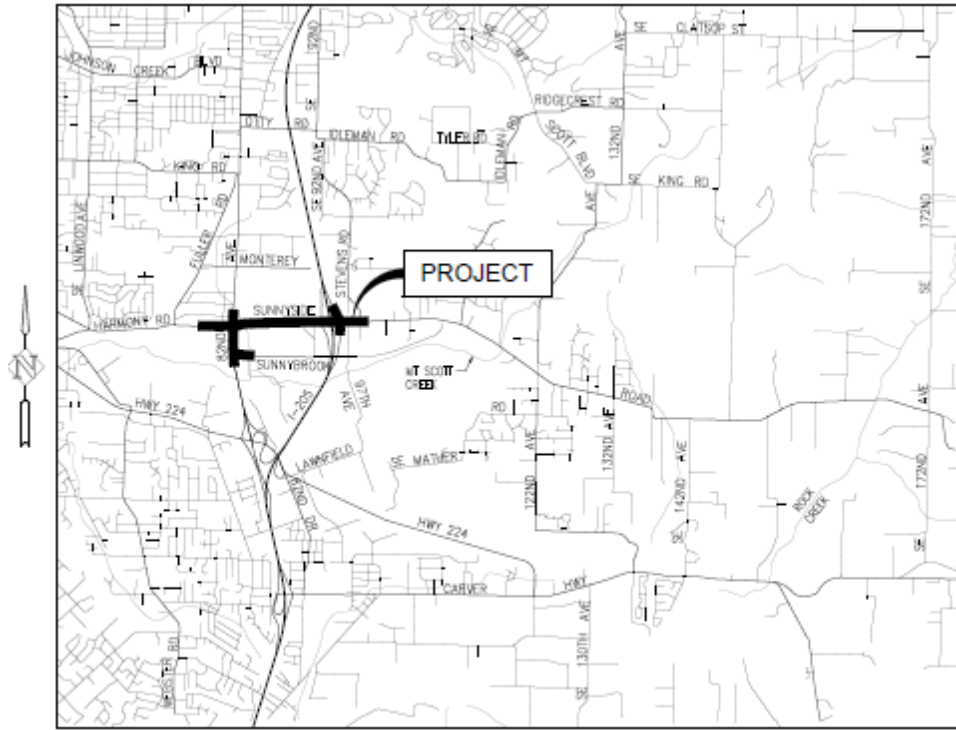
Sheet	Work by	Description *
3A	CRW Contract Contract	1) Adjust and/or relocate water meters on Harmony @ 7823, 7831, 7903 2) Replace valve box in sidewalk @ STA 151+25 RT 3) Minor adjust valve box - 1 each
4A	CRW Contract	1) Adjust and/or relocate water meters on Harmony @ 7911, 8033 2) Install new FH with wet tap on 80th
5A	Contract CRW CRW CRW	1) Abandon Fire Hydrant @ SW corner 82nd/Harmony 2) Relocate or replace water meter @ 12479 82nd Ave 3) Replace and adjust FH to Toys-R-Us 4) Adjust 2" meter to Toys-R-Us
7A	Contract	1) Abandon 2" water service, North
8A	Contract Contract Contract Contract Contract Contract	1) Replace and regrade 8" WL south into Promenade Mall @ STA 11+20 2) Install new FH with wet tap @ STA 11+50 3) Abandon 6" FH and pipe 4) Replace valve box - 3 each 5) Pothole to locate valve and replace valve box, STA 11+20 RT 6) Minor adjust valve box - 3 each
9A	Contract Contract Contract Contract Contract	1) Install new FH with regrade @ STA 14+60 RT 2) Install new FH @ STA 17+90 RT 3) Abandon 2" water service, North 4) Replace valve box - 5 each 5) minor adjust valve boxes - 5 each
10A	Contract Contract Contract Contract	1) Install new FH @ STA 20+75 RT 2) Replace valve box - 5 each 3) Minor adjust 2" meter box @ STA 22+60 RT 4) Minor adjust valve boxes - 5 each
11A	Contract	1) Minor adjust 2" meter box @ 23+25 RT
12A	Contract Contract Contract	1) Install insert valve @ STA 28+40 RT 2) Relocate 8" DI WL at new sign bridge 3) Remove FH and abandon valve @ STA 28+40
20A	Contract	1) Cut and Cap at 4" Valve in 82nd Ave
21A	Contract Contract CRW	1) Remove and replace FH @ STA 440+80 LT 2) Minor adjust valve boxes - 4 each 3) Relocate 3/4 water meter @ Furniture Gallery

\* Stations shown are approximate



**EXHIBIT B**

**PROJECT AREA**



**VICINITY MAP**  
NTS

**EXHIBIT C**

**PROJECT COST**

**CRC Mobility Improvements**

**CRW Design and Inspection Services**

Engineering Fee Proposal

Submitted By: Harper Houf Peterson Righellis Inc.

January 14, 2019

Task	Description	Project Manager	Project Engineer/ Construction Manager	Senior Civil Designer	Inspector	Expenses	Total
1	Base Map Preparation			16			\$2,400.00
2	Design and Review Comments	4	4	24		\$25.00	\$5,086.25
3	Final Plan Submittal - Bid Documents Preparation	4		8		\$25.00	\$1,986.25
4	Prepare Project Specifications and Preliminary Cost Estimates	1	4	8			\$2,090.00
5	Bidding Assistance	2		2			\$680.00
6	Inspection Services	4	16		16		\$5,320.00
7	As-Built Drawings	1	2	2	8	\$50.00	\$1,772.50
	<i>Hourly Rate</i>	\$190	\$175	\$150	\$110		<b>\$19,335.00</b>



**DAN JOHNSON**  
MANAGER

**DEVELOPMENT AGENCY**

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

May 2, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of the Fourth Amendment to the Disposition Agreement with Bottling Group, LLC**

<b>Purpose/Outcome</b>	To amend the existing Disposition Agreement with Bottling Group, LLC
<b>Dollar Amount and Fiscal Impact</b>	No change
<b>Funding Source</b>	N/A.
<b>Duration</b>	The amendment will extend the due diligence period by 30 days
<b>Previous Board Action/Review</b>	Approval of a third amendment on March 28, 2019
<b>Counsel Review</b>	Reviewed and approved by Counsel on April 23, 2019
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	Dave Queener, Development Agency Program Supervisor, 503-742-4322

The Agency has a Disposition Agreement with Bottling Group, LLC associated with the purchase of a portion of the Clackamas Industrial Area Opportunity (CIAO) site. Their current due diligence period expired on April 19, 2019. The Agency and Bottling Group have been working to finalize property line adjustments with adjacent property owners, which are necessary to maximize development of the site and for planned road improvements. While two of these property line adjustments were finalized on April 18, 2019, one other remains to be completed. It is anticipated that this final one will be done within two weeks.

Bottling Group has requested the due diligence period be extended in order to finalize the property line adjustments prior to closing.

This fourth amendment will extend the due diligence period by 30 days.

**RECOMMENDATION**

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, execute this Fourth Amendment to the Disposition Agreement with Bottling Group, LLC

Respectfully submitted,

David Queener, Program Supervisor  
Development Agency

## FORTH AMENDMENT TO DISPOSITION AGREEMENT

**THIS FORTH AMENDMENT TO DISPOSITION AGREEMENT (“Amendment”)** is entered into effective as of April \_\_\_\_\_, 2019, between **CLACKAMAS COUNTY DEVELOPMENT AGENCY**, the Urban Renewal Agency of Clackamas County, a corporate body politic (“**Agency**”), and **BOTTLING GROUP, LLC**, a Delaware limited liability company (“**Developer**”).

### RECITALS

A. Agency and Developer are parties to that certain Disposition Agreement dated effective as of May 24, 2018, the First Amendment to Disposition Agreement dated effective November 20, 2018, the Second Amendment to Disposition Agreement dated effective January 24, 2019, and the Third Amendment to the Disposition Agreement dated effective March 28, 2019 (collectively the “**Disposition Agreement**”), concerning approximately 12 acres of land located on Capps Road west of SE 120<sup>th</sup> Avenue, Clackamas County, Oregon, as more particularly described in the Disposition Agreement (the “**Property**”).

B. The parties desire to modify the Disposition Agreement on the terms and conditions set forth herein. All capitalized terms used in this Amendment and not otherwise defined herein shall have their meanings as set forth in the Disposition Agreement.

### AGREEMENT

1. **Due Diligence Period.** Section 2.4 of the Disposition Agreement is hereby amended such that the Developer’s Initial Due Diligence Period, as defined in the Disposition Agreement, shall be for a period of three hundred and sixty (360) days after the Effective Date, and shall expire on May 19, 2019.

2. **Counterpart; Email.** This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. Facsimile or email transmission of any signed original of this Amendment, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm transmitted signatures by signing an original document.

3. **Confirmation.** The Disposition Agreement is hereby amended and modified in accordance with the terms of this Amendment. Except as expressly modified by this Amendment, the Disposition Agreement and all its terms and provisions are hereby acknowledged, approved, ratified and confirmed and shall be and remain in full force and effect.

[Signatures on next page.]

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

**AGENCY:**

**CLACKAMAS COUNTY DEVELOPMENT AGENCY,**  
a corporate body politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**DEVELOPER:**

**BOTTLING GROUP, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_