



# AGENDA

**\*Revised**

Added consent item G.1

**Thursday, February 25, 2016 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2016-14

**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. PREVIOUSLY APPROVED LAND USE ISSUE** *(No public testimony on this item)*

1. Board Order No. \_\_\_\_\_ Approving a Comprehensive Plan Amendment and Zone Map Amendment from John Brosy/Goby Walnut & Western Hardwoods as Previously Approved at the October 28, 2015 Land Use Hearing (Nathan Boderman, County Counsel)

**III. 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. \_\_\_\_\_ to Refer an Advisory Measure to the Voters in May 2016 to Pursue Public Funding of County Road Maintenance (Chris Storey, County Counsel, Barb Cartmill, Department of Transportation & Development)

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

Wendi Coryell, DTD - will present the following 6 Assessment Areas.

2. Board Order No. \_\_\_\_\_ Forming a 42-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 01-15, Pine View Meadow Subdivision
3. Board Order No. \_\_\_\_\_ Forming a Three Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 33-15, Three Lot Partition
4. Board Order No. \_\_\_\_\_ Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 58-15, Precision Axle Bldg. Addition
5. Board Order No. \_\_\_\_\_ Forming a Three Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 65-15, Three Lot Partition

6. Board Order No. \_\_\_\_\_ Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 55-15, Coachman Auto Body Bldg.
7. Board Order No. \_\_\_\_\_ Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 07-13, Holly Farm Retail Structure

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

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

1. Approval of a Sub-recipient Agreement with North Clackamas education Foundation for Teen Mentor Program at Lot Whitcomb and Milwaukie Elementary – *Children, Youth & Families*

**B. Department of Transportation & Development**

1. Resolution No. \_\_\_\_\_ Initiating a Local Improvement District (LID) for Street and Storm Drainage Improvements on Starview Lane (P2431)
2. Approval to Purchase two 114SD Freightliner Dump Trucks from McCoy Freightliner for the Department of Transportation and Development - *Purchasing*

**C. Finance Department**

1. Approval of a Contract with Mag LLC for Improvements to the Clackamas County Parking Lot at 11<sup>th</sup> and Main Street, Oregon City

**D. Elected Officials**

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

**E. Juvenile Department**

1. Approval to Apply for the Mentoring for Child Victims of Commercial Sexual Exploitation (CSEC) and Domestic Sex Trafficking Initiative Grant

**F. Business & Community Services**

1. Approval of a Memorandum of Understanding between Boring-Damascus Grange No. 260 and Clackamas County Parks for the Purchase and Installation of Playground Equipment at the Boring Station Trailhead Park
2. Approval of a Title II Domestic Grant 16-DG-11060600-006 between Clackamas County Parks & Forest and the USDA Forest Service - Mt. Hood National Forest for the Dump Stoppers Program

**\*G. County Administration**

1. Approval of a Partnership Memorandum of Understanding for the Department of Justice Office of Violence Against Women Grant to Encourage Arrest and Enforcement of the Protection Orders Program for the Family Justice Center

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

1. Board Order No. \_\_\_\_\_ Authorizing North Clackamas Parks and Recreation District to Apply for Oregon Parks and Recreation Department Land and Water Conservation Fund Grant Program for Wichita Park
2. Board Order No. \_\_\_\_\_ Authorizing North Clackamas Parks and Recreation District to Apply for Oregon Parks and Recreation Department Local Government Grant Program for Hidden Falls
3. Board Order No. \_\_\_\_\_ Authorizing North Clackamas Parks and Recreation District to Apply for Oregon Parks and Recreation Department Local Government Grant Program for North Clackamas Park

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. COMMISSIONERS COMMUNICATION**

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



February 25, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
Assistants

**A Board Order Approving an Amendment to a Previously Approved Comprehensive Plan Map Amendment and Zone Change Application**

<b>Purpose/Outcomes</b>	Adopt a board order approving a previously approved 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) held a public hearing on October 28, 2015, at which time the BCC voted 5-0 to approve 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>	1. Build public trust through good government.
<b>Contact Person</b>	Nate Boderman, 503-655-8364
<b>Contract No.</b>	None

**BACKGROUND:**

On October 28, 2015, the Board conducted a land use hearing to consider a comprehensive plan map amendment and zone change application. The applicant is John Brosy/Goby Walnut & Western Hardwoods. The applicant specifically requested a Comprehensive Plan Amendment from Agriculture to Rural Industrial and a corresponding zoning map amendment from EFU (Exclusive Farm Use) to RI (Rural Industrial) on property described as T4S R1E Section 07, Tax Lot 800, located on the south side of S. Highway 99E, approximately one mile southwest of Canby and approximately one mile northeast of Aurora, and more commonly referred to as 25408 S. Highway 99E, Aurora, Oregon 97002.

The Planning Commission conducted a public hearing on this matter on September 28, 2015. By a vote of 7-0, the Planning Commission recommended approval of this request, subject to the submission of additional evidence to address all the reasons exception criteria. The applicant provided the requested information related to the remaining goal exception criteria after the September 28, 2015 Planning Commission hearing.

The Board conducted a public hearing on this matter on October 28, 2015. By a vote of 5-0, the Board voted to approve the application, limited to the uses identified in Order Exhibit A, and limited to that area of the property which is identified in Order Exhibit B, both exhibits of which are attached to the Board Order included with your materials.

A copy of the Board Order and staff report with findings and conclusions to be adopted by the Board is attached.

**RECOMMENDATION:**

Staff recommends the Board approve the attached Board Order.

Respectfully submitted,

Nate Boderman  
Assistant County Counsel

In the Matter of a Comprehensive  
Plan Amendment and Zone Map  
Amendment from John Brosy/  
Goby Walnut & Western Hardwoods,  
on property described as T4S R1E  
Section 07, Tax Lot 800

ORDER NO.  
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File Nos.: Z0294-15-CP and  
Z0295-15-ZAP

**WHEREAS** this matter coming regularly before the Board of County Commissioners, and it appearing that John Brosy/ Goby Walnut & Western Hardwoods made an application for a Comprehensive Plan Amendment from Agriculture to Rural Industrial and a corresponding zoning map amendment from EFU (Exclusive Farm Use) to RI (Rural Industrial) on a portion of the property described as T4S R1E Section 07, Tax Lot 800, located on the south side of S. Highway 99E, approximately one mile southwest of Canby and approximately one mile northeast of Aurora, and more commonly referred to as 25408 S. Highway 99E, Aurora, Oregon 97002.

**WHEREAS** it further appearing that in order to change the Comprehensive Plan Map designation to any plan designation other than Agriculture, it is necessary to take an exception to Statewide Planning Goal 3 (Agriculture), under the procedure described in the Oregon Administrative Rules (OAR) 660, Division 4, and the applicant has proposed to do so under the “reasons” exception criteria.

**WHEREAS** it further appearing that after appropriate notice a public hearing was held before the Planning Commission on September 28, 2015, at which testimony and evidence was presented, and that, at this hearing, the Commission, by the vote of 7-0, recommended approval of this request, subject to the submission of additional evidence to address all the reasons exception criteria; and

**WHEREAS** it further appearing that after the September 28, 2015 Planning Commission hearing, the applicant provided the requested information related to the remaining goal exception criteria; and

**WHEREAS** it further appearing that after appropriate notice a public hearing was held before the Board of County Commissioners on October 28, 2015, at which testimony and evidence were presented, and that, at that hearing, a decision was made by the Board, by the vote of 5-0 to approve the application, with the Comprehensive Plan Amendment and Zone Map Amendment limited to that area identified in Order Exhibit B and limited to the uses identified in Order Exhibit A, which are attached to this order and incorporated herein by reference.

In the Matter of a Comprehensive  
Plan Amendment and Zone Map  
Amendment from John Brosy/  
Goby Walnut & Western Hardwoods,  
on property described as T4S R1E  
Section 07, Tax Lot 800

ORDER NO.  
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File Nos.: Z0294-15-CP and  
Z0295-15-ZAP

Based on the evidence and testimony presented this Board makes the following findings and conclusions:

1. The applicant requests approval of a “reasons” exception to Statewide Planning Goal 3 (Agriculture), to allow for the uses identified in Order Exhibit A (Findings of Fact).
2. The applicant requests approval of a Comprehensive Plan Amendment from Agriculture to Rural Industrial and a corresponding zoning map amendment from EFU (Exclusive Farm Use) to RI (Rural Industrial) limited to that area identified in Order Exhibit B.
3. This Board adopts as its findings and conclusions the *Findings of Fact and Conclusions of Law* document attached hereto and incorporated herein as Order Exhibit A, which finds the application to be in compliance with the applicable criteria.

**NOW THEREFORE, IT IS HEREBY ORDERED** that the requested “reasons” exception to Statewide Planning Goal 3 and the requested Comprehensive Plan Amendment and Zone Map Amendment are hereby APPROVED, limited to that area identified in Order Exhibit B, and limited to the uses identified in Order Exhibit A, which are attached to this order and incorporated herein by reference.

**DATED** this 25th day of February, 2016

BOARD OF COUNTY COMMISSIONERS

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Chair

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Recording Secretary

BOARD ORDER EXHIBIT A:

**FINDINGS OF FACT –  
Clackamas County Planning File # Z0294-15 & Z0295-15  
Comprehensive Plan and Zone Change Application  
T4S, R1E, Section 07, Tax Lot 00800, W.M.**

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**SECTION 1. BACKGROUND**

**Subject Property and Requested Action**

The following findings of fact are submitted for a Statewide Goal 3 Exception and County Comprehensive Plan and zoning designation change for approximately five acres of a 20-acre parcel at 25408 S. Highway 99E, in unincorporated Clackamas County between the cities of Canby and Aurora. The applicant request includes a plan map amendment and zone change from EFU, Exclusive Farm Use to RI, Rural Industrial for those five acres.

The subject property is located in unincorporated Clackamas County, on the south side of S. Highway 99E, approximately one mile southwest of Canby and approximately one mile northeast of Aurora. It contains 20.00 acres and consists of one taxlot, which is a single “legal lot of record.” The entire site is zoned exclusive farm use (EFU). Approximately 14.25 acres of the property appear to be unused farmland that may have been utilized in the past for grazing. The “upper” developed portion of the parcel (approximately five acres) is the subject to this application and contains approximately 9,530 square feet of industrial, commercial, and residential buildings surrounded by large areas of gravel and some asphalt. The developed portion of the site contains approximately 500 linear feet of frontage on S Highway 99E and is physically separated from the farmland portion by a steep, treed slope, creating a natural boundary.

The 2011 appraisal by RSP & Associates counted the 3,000 sq. ft. pre-engineered steel building with 16 to 18 ft. clear height and two grade level loading doors with concrete floor. The large building has two grade level loading doors. The existing building originally used as a house is 1,518 sq. ft., and an office building dating to 1969 totals 1,176 sq. ft. A detached office building totals 120 sq. ft. In the south part of this complex (and the lower farmland area), five additional outbuildings totaling 5,159 sq. ft. are modest shell space used primarily for storage. The buildings are functional for intended uses with no significant signs of deferred maintenance at the time of the 2011 fee appraisal. The subject property is currently bank-owned; all the buildings have now been vacant for more than five years and are showing varying signs of disrepair.

Prior uses of the property included welding; metal fabrication; light and heavy mechanic operations; and (incidental) resale of recreational vehicles, utility trailers, light trucks and utility vehicles. The property was most-recently occupied by the Top O’Hill RV Sales and



Service business that was operating legally under a nonconforming use status that was verified and altered/expanded in 1990 (Planning file #Z0432-90-E) and in 1996 (Planning file #Z1148-96-E). The use had aspects of both commercial and industrial usage, with a fairly large-scale RV repair business including a building built specifically for welding, plus the storage of large RV vehicles and RV trailers and specialty recreational trailers throughout the site.

The property's nonconforming use status was lost, sometime during or prior to 2011, when the RV business closed and the property was vacated. Pursuant to the county's Zoning & Development Ordinance (ZDO) Section 1206.03(A), if a nonconforming use *is discontinued for a period of more than 12 consecutive months, the use shall not be resumed unless the resumed use conforms with the requirements of the zoning district regulation applicable at the time of the proposed resumption.* A nonconforming use does not change the underlying zoning of a property and the subject's current Exclusive Farm Use (EFU) zoning would not permit the prior approved nonconforming use nor would it permit the uses proposed by the applicants.

The subject property is currently under contract for purchase; the purchaser, Goby Walnut & Western Hardwoods, is a specialty wood products business that sources unique hardwood tree trunk slabs from trees in urban areas that are salvage or hazard tree situations. The large trunks yield slabs that are sold for custom wood uses such as a wide range of furniture uses, musical instruments, flooring, gunstocks and other custom woodworking projects and applications.

Goby intends to "re-purpose" the extensive collection of existing buildings and paved and graveled yard surfaces on this site for some of its business operations including locating two (electric) sawmills and a large wood storage/drying area on the parcel. Goby's entire walnut wood inventory is currently salvage or hazard wood; however, along with the consolidation of many of the operations from multiple sites in the Portland area to this site, Goby will utilize the farmland on this property to cultivate walnut and other hardwood seedlings; particularly seedlings that are being developed as canker-resistant so as to help mitigate the massive losses of black walnuts all over the region to the walnut twig beetle and the thousand cankers disease they have brought to the region.

The processing and drying uses proposed by Goby Walnut & Western Hardwoods are not allowed under the current EFU zoning because the business utilizes wood/trees from throughout Oregon and Washington. The EFU zoning allows for the "primary processing of forest products" but only if the "forest products" are *timber grown upon a tract where the primary processing facility is located* (ZDO Section 401.05(B)(2)). The uses proposed by Goby Walnut & Western Hardwoods would be allowed under a Rural Industrial (RI) zoning; thus necessitating an application for a Comprehensive Plan designation and zone change and associated Exception to Statewide Planning Goal 3. The application was filed citing the "Reasons" exception criteria for the Goal Exception.

Because it is a "Reasons" exception, the uses allowed on site will necessarily be limited to only those that are approved in this application (per OAR 660-004-0018).

- Processing/milling of salvaged wood, including:
  - The installation of two (2) electric saw mills
  - The installation of, or conversion of an existing building into, a kiln (for drying wood)
  - An additional kiln, if needed, in the future
- Drying and storage of wood in large outdoor, fenced areas.
- A small administrative office

As previously mentioned, the balance of the 20 acre site will remain in EFU zoning and will be used to raise walnut and other hardwood seedlings.

## **County Procedures**

### Planning Commission Proceedings

The Planning Commission held a public hearing on the applicant’s proposal on September 28, 2015. The Planning Commission took testimony at the hearings; however, the only testimony provided was from the applicants.

The Planning Commission voted unanimously to recommend approval to the BCC for the Reasons Exception, Comprehensive Plan amendment and zone change; subject to the applicants’ providing additional information, including:

- An analysis of the Economic, Social, Environmental, and Energy (ESEE) consequences, as required by state law for the Reasons exception; and
- Noise level data and, if needed, a noise mitigation plan for the two sawmills proposed to be located on the site.

### Board Proceedings

The Board of County Commissioners held a public hearing on the applicant’s proposal on October 28, 2015. The Board took testimony at this hearing but, again, the only parties testifying were the applicants.

At this hearing, the Board unanimously approved the goal exception and zone change for the area identified in Order Exhibit B.

## **Applicable Criteria**

This application involves amendments to an acknowledged county Comprehensive Plan provisions and land use regulations, as well as a “Reasons” exception to Statewide Planning Goal 3. Under Oregon’s land use statutes and goals, this application must be found to comply with a number of standards and criteria, including the following:

### State Statues (ORSs) and Administrative Rules (OARs)

- OAR Chapter 660, Division 4- Interpretation of Goal 2 Exception Process:
- OAR 660-004-000 Purpose
- OAR 660-004-005 Definitions
- OAR 660-004-0010 Application of the Goal 2 Exception Process to Certain Goals

OAR 660-004-0015 Inclusion as Part of the Plan  
OAR 660-004-0018 Planning and Zoning Exception Areas  
OAR 660-004-0020 Goal 2 Exception Requirements  
OAR 660-004-0022 Reasons Necessary to Justify and Exception  
OAR 660-004-0030 Notice and Adoption of an Exception

ORS 197.610 and 197.615 – Post-acknowledgment Amendments  
ORS 197.732 - Goal Exception standards  
ORS 197.763 – Notice procedures for quasi-judicial hearings

Statewide Planning Goals 1 through 19

OAR Chapter 660, Division 12 – Transportation Planning  
OAR 660-012-0060 Plan and Land Use Regulation Amendments

#### County Comprehensive Plan Provisions

The following Clackamas County Comprehensive Plan provisions are implicated by this application:

- Chapter 2. Citizen Involvement
  - Citizen involvement policies
- Chapter 3. Natural Resources and Energy
  - Agriculture policies
- Chapter 4. Land Use
  - Rural Industrial policies
- Chapter 5. Transportation System Plan
- Chapter 11. The Planning Process

#### County Zoning & Development Ordinance Provisions

Section 1202. Zone Change

### **General Findings and Conclusions Related to the Application (Z0294-15-CP & Z0295-15-ZAP)**

1. The Board finds that the County has followed the correct procedures in this matter by providing requisite notice to area landowners, DLCDD, and other affected government agencies and by conducting multiple public hearings for the Application in accordance with the quasi-judicial procedures required by state and local law. Further, the Board finds that no one has raised any objection to the County's procedures in this matter or to the impartiality of any member of the Planning Commission or the Board.
2. As findings supporting approval of the Comprehensive Plan change and the rezoning Application (Z0294-14-CP and Z0295-14-Z), the Board hereby accepts, adopts, and incorporates within this Decision, in their entirety, the Findings of Fact presented in Section 2 below. The Findings of Fact are based on the Applicant's narrative and the Zone Change Application (including attachments) dated July 8, 2015; the Applicant's Supplement to Reasons Exception dated September 15, 2015; the Applicant's Response for Staff Report of 9/21/15, dated September 28, 2015; the Applicant's Attachment 9-

Sound Generation from Mill Saws, dated October 21, 2015; the Applicant's Exhibit 10-ESEE Analysis; the Applicant's testimony at the public hearings; and other testimony identified herein.

3. The Board finds that the record contains all evidence and argument needed to evaluate the Application for compliance with the relevant criteria.
  4. The Board finds that it has considered these relevant criteria and other issues raised on the record.
  5. The Findings of Fact list all of the applicable approval criteria, and demonstrate compliance with these approval criteria. These findings elaborate upon and clarify the findings found in the Applicant's narratives and the County Staff Reports and explain the Board's reasoning in concluding that the application satisfies all applicable approval criteria.
  6. The Board approves the Comprehensive Plan amendment and rezoning of the approximately five acres portion of the subject property, as identified in Order Exhibit B, and limited to the following uses:
    - Processing/milling of salvaged wood, including:
      - The installation of two (2) electric saw mills
      - The installation of, or conversion of an existing building into, a kiln (for drying wood)
      - An additional kiln, if needed, in the future
    - Drying and storage of wood in large outdoor, fenced areas.
    - A small administrative office
  8. This Comprehensive Plan Amendment and Zone Change is limited in scope to the existing and future uses identified above. These uses are considered uses allowed by right in this zone. Any other future uses that are outside the identified scope of the uses will require a new PAPA and Zone Change, in addition to any conditional use permits or other land use permits that might be required. All other regulations and development standards in the Rural Industrial (RI) zone and any other applicable sections of the county's Zoning & Development Ordinance (ZDO) shall apply to the subject area.
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## **SECTION 2. FINDINGS OF FACT SUPPORTING THE REASONS EXCEPTION AND COMPREHENSIVE PLAN AMENDMENT & ZONE CHANGE**

### **STATEWIDE PLANNING GOALS**

The Board finds that the Oregon Statewide Planning Goals (“Goals”) apply to the Comprehensive Plan Amendment and the Zone Change application because they request a post-acknowledgement plan amendment (“PAPA”). ORS 197.175(2)(a); ORS 197.732 (1)(b) (defining an exception as a “comprehensive plan provision”). For the reasons explained below, the Board finds that the Comprehensive Plan Amendment and the Zone Change application is consistent with the following applicable Goals.

**Goal 1: Citizen Involvement:** *To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.*

Goal 1 requires local governments to adopt and administer programs to ensure the opportunity for citizens to be involved in all phases of the planning process. The Clackamas County Comprehensive Plan and Section 1300 of the Zoning and Development Ordinance (ZDO) contains the county’s adopted and acknowledged procedures for citizen involvement and public notice. The Board finds that this application has been processed consistent with the requirements in Section 1300 including notice to individual property owners within 750 feet of the subject property, notice in the local newspaper, and notice to affected agencies, dual interest parties. Public hearings were held before the Clackamas County Planning Commission and Board of County Commissioners, which provided an opportunity for additional citizen involvement and input. No one objected to the procedures followed by the County in this matter. Therefore the Board finds that these application is consistent with Goal 1.

**Goal 2; Land Use Planning:** *To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.*

The Board finds that the approval criteria identified on pages 3-4 of this narrative establish the land use planning process and policy framework for considering the Comprehensive Plan Amendment and the Zone Change Application. Further, the evidence in the record demonstrates that the Comprehensive Plan Amendment and the Zone Change Application satisfy all applicable substantive standards of the identified approval criteria. As such, there is an adequate factual base for the County’s decision. Therefore, the Board finds that the County has met the evidentiary requirements of Goal 2.

The Board further finds that Goal 2 requires that the County coordinate its review and decision on the Application with appropriate government agencies. The County provided notice and an opportunity to comment on the Application to affected government agencies, including nearby cities and the State Department of Land Conservation and Development.

Therefore, the Board finds that the County has met the coordination requirements of Goal 2.

**Statewide Goal 3 - Agricultural Lands.** *To preserve and maintain agricultural lands.*

The subject property is considered Agricultural land as defined in the Statewide Planning Goals or County Comprehensive Plan. The Comprehensive Plan Amendment and Zone Change application requests an exception from the requirements of Goal 3 to allow development of non-farm uses on Agricultural lands. This exception is proposed and justified under the “Reasons” Exception Criteria (OAR 660-004-0020 and 660-004-0022). For the reasons explained below, the applicant’s proposed Goal 3 exception meets applicable requirements of Oregon law and therefore the Board finds that Goal 3 is not longer applicable to the portion of the property subject to the zone change.

**Statewide Goal 4 – Forest Lands** *To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water and fish and wildlife resources and to provide for recreational opportunities and agriculture.*

The subject property is not considered Forest land as defined in the Statewide Planning Goals or County Comprehensive Plan. Therefore, the Board finds that Goal 4 is not applicable to this application.

**Statewide Goal 5 – Natural Resources, Scenic and Historic Areas, and Open Spaces.** *To conserve open space and protect natural and scenic resources.*

Goal 5 resources include open space areas, scenic and historic resources and other natural features. Chapter 3 (Natural Resources and Energy) and Chapter 9 (Open Space, Parks and Historic Sites) of the Clackamas County Comprehensive Plan identifies significant Goal 5 resources within the County.

There are no Goal 5 resources identified in the Comprehensive Plan located on the subject property. Therefore, the Board finds that Goal 5 is not applicable to this application.

**Statewide Goal 6 – Air, Water and Land Resources Quality.** *To maintain and improve the quality of the air, water and land resources of the state.*

The Board finds that the Comprehensive Plan Amendment and Zone Change Application is consistent with Goal 6 for three reasons.

First, the proposal does not adversely impact any environmentally sensitive areas such as slide and erosion hazard areas, sensitive fish and wildlife habitat, scenic corridors, or unique natural and/or cultural facilities.

Second, as explained in the ESEE analyses for the project, the overall environmental impact for the proposed use (Goby Walnut and Wood Products) will be considerably less than the previous RV sales and service business that had many more employees based here, had at least one building devoted to major structure welding and repair, and many stored RV vehicles of wide variety and ages. The type of milling done by Goby is with all-electric sawmills (two) which have the lowest possible environmental impact of all milling types, and will be subject to DEQ permitting. Moreover, Goby is an extremely environmentally positive business, as it uses salvage, individually contracted wood for its operation. Even small, left-over pieces from the milling process are used for products such as butcher block surfaces, etc. Goby is also investigating the potential use of hardwood sawdust as part of an ecologically friendly weed suppressant for home use.

Third, The County Comprehensive Plan and ZDO include adopted implementing regulations to protect the air, water and land resources. The County also has implementing regulations to accommodate all waste and process discharges in order to protect watersheds, airsheds and land resources. These regulations will be applied to any future development proposals on the property and to ensure the protection of the affected air, water and land resources.

In these manners, the Board finds that the application conforms to Statewide Goal 6.

**Statewide Goal 7 – Areas Subject to Natural Hazards.** *To protect life and property from natural disasters.*

The subject property is not located within any designated floodplain area. According to the Department of Geology and Mineral Industries (DOGAMI) maps the property does not contain any steep slopes or natural hazards (landslide topography, local slump, earth flow, mudflow or debris flow areas). Therefore, the Board finds that Goal 7 is not applicable to this application.

**Statewide Goal 8 – Recreational Needs.** *To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate to provide for the siting of necessary recreational facilities including destination resorts.*

This proposal does not involve any designated recreational or open space lands, affect access to any significant recreational uses in the area, or involve the siting of a destination resort. This proposal will have no impact on the recreational needs of the County or State. Therefore, the Board finds that Goal 8 is not applicable to this application.

**Statewide Goal 9 – Economic Development.** *To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare and prosperity of Oregon's citizens.*

Goal 9 does not apply to this application, as Goal 9 only applies to areas within an urban growth boundary. OAR 660-09-0010(1). *Port of St. Helens v. Land Conservation & Development Committee*, 164 Or App 487, 495, 996 P 2d 1014 (2000). Nevertheless, the

Board finds this land use approval furthers the aims of Goal 9. Clackamas County's Business & Economic Development Division published its Economic Landscape Final Report in June 2012 that identifies Wood Products as a Key Industrial Cluster for the County. As discussed in these Findings, the applicant's Goby Walnut and Wood Products business uses salvage hardwoods grown in the local Willamette Valley, for unique but valuable purposes, and also exports much of its wood to other parts of the world, including Asia. Approving this application will allow this business operation to continue to grow and prosper, benefiting its employees, and the local economy. Therefore, the Board finds that this application is consistent with Goal 9.

**Statewide Goal 10 – Housing.** *To provide for the housing needs of citizens of the state."*

This proposal does not include any housing; therefore the Board finds that Goal 10 is not applicable.

**Statewide Goal 11 – Public Facilities and Services.** *To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development."*

This proposal will not require the extension of any new public facilities to support rural industrial uses. The Board finds that Goal 11 is not applicable.

**Statewide Goal 12 – Transportation.** *To provide and encourage a safe, convenient and economic transportation system.*

Goal 12 is implemented by the Oregon Transportation Planning Rule ("TPR"), which requires local governments to determine whether or not a proposed PAPA will "significantly affect" an existing or planned transportation facility. OAR 660-012-0060(1). A PAPA will "significantly affect" an existing or planned transportation facility if it will: (1) change the functional classification of a facility; (2) change standards implementing a functional classification system; (3) as measured at the end of the planning period, result in types or levels of travel or access that are inconsistent with the functional classification of an existing facility; or (4) degrade the performance of an existing facility either below applicable performance standards, or if already performing below these standards, degrade it further. *Id.*

At the County's pre-application conference of August 21, 2014, the need for a Traffic Impact Study was identified. The Traffic Impact Study provided with this application as Attachment 2 addresses all aspects of the Statewide Goal 12 – Transportation that relate to individual land use applications. The TIS found that "Full development under the proposed zoning will not significantly affect existing or planned transportation facilities as defined under Oregon's Transportation Planning rule. Accordingly, no mitigation is recommended." (*TIS Executive Summary, item 6*)

Both ODOT and the county's Engineering Division reviewed the Traffic Impact Study.



ODOT submitted a response (*Exhibit 4*), which stated that ODOT had determined that there will be no significant impacts to the state highway facilities and no additional state review is required. The county's Engineering Division had no additional comments (*Exhibit 2*).

The Board finds that this application conforms to Statewide Goal 12.

**Statewide Goal 13 – Energy Conservation.** *To conserve energy.*

The Board finds that the proposal enables the adaptive reuse and preservation of existing structures. As explained in the ESEE analyses for the project, enabling the adaptive reuse and preservation of these structures allows the substantial investment of materials and energy used to build the structure to continue to provide value rather than to deteriorate. Further, the infrastructure necessary to serve the sites is already available, thus eliminating the need to expend energy to extend utilities and services to support the project.

The entire Goby operation is an energy and material conservation – positive business, as large hardwood trees are salvaged that would otherwise be wasted for less intensive purposes. Goby mills, dries and cures wood for high-quality uses. This location is central to the area Goby covers (Eugene to Portland in the valley), which will further conserve energy by reducing miles trucks will travel between the salvage site (tree) and the site where the wood is milled, stored and dried.

For these reasons, the Board finds that this application is consistent with Goal 13.

**Statewide Goal 14 – Urbanization**

This Statewide Goal addresses the orderly and efficient transition from rural to urban land uses. Rural Industrial Development is identified and authorized within this Statewide Goal, so the application conforms in this manner. The proposed uses have been found to be consistent with the County's criteria for Rural Industrial designation. Since this is not a request to convert to an urban land use, the Board finds that Goal 14 does not apply to this application.

**Goal 15: Willamette River Greenway:** *To protect, conserve, enhance and maintain the natural scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River as the Willamette River Greenway.*

The subject property is not located within the Willamette River Greenway. Therefore, the Board finds that Goal 15 is not applicable to this application.

**Statewide Goals 16 – Estuarine Resources, 17 – Coastal Shorelands, 18 – Beaches and Dunes and 19 – Ocean Resources**

Goals 16, 17, 18 and 19 are not applicable in Clackamas County.

**The Board finds that the applicable Statewide Planning Goals have all been met.**

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## EXCEPTION TO STATEWIDE PLANNING GOAL 3 (AGRICULTURE)

An exception is authorized only when “compelling reasons and facts” support the conclusion that it is not possible to apply the appropriate goal ...” This conclusion must be accompanied by a statement addressing four points: (1) need, (2) alternatives, (3) consequences, and (4) compatibility. ORS 197.732(2)(c); *see also* Goal 2, Part II. These four standards are known as the “need” standard, the “alternatives,” standard, the “consequences” standard, and the “compatibility” standard. An administrative rule, OAR 660-004-0020(2)(a)–(d), fleshes out the four standards described in Goal 2, Part II, and ORS 197.732(2)(c). *See generally Still v. Board of Commissioners, Marion County*, 42 Or App 115, 122 600 P2d 433 (1979).

### **1. The Need Standard: “Reasons Justify Why the State Policy Embodied in the Applicable Goals Should Not Apply.”**

The first of the four standards for a “reasons” exception requires the applicant to prove that a need for the use exists, and that the use must be undertaken on the particular resource land at issue. ORS 197.732(2)(c)(A) and OAR 660-004-0020(2) provide as follows:

*(2) The four standards in Goal 2 Part II(c) required to be addressed when taking an exception to a goal are described in subsections (a) through (d) of this section, including general requirements applicable to each of the factors:*

\* \* \* \* \*

*(a) “Reasons justify why the state policy embodied in the applicable goals should not apply.” The exception shall set forth the facts and assumptions used as the basis for determining that a state policy embodied in a goal should not apply to specific properties or situations, including the amount of land for the use being planned and why the use requires a location on resource land;*

OAR 660-004-0022(3)(c) is an administrative rule which implements ORS 197.732(2)(c)(A) and OAR 660-004-0020(2). In fact, OAR 660-004-0022(3)(c) is the heart of the “needs” component of a reasons exception for a rural industrial use. It provides standards for determining whether there exists a need to site a rural industrial facility at a particular location zoned for resource use, as follows:

*(3) Rural Industrial Development: For the siting of industrial development on resource land outside an urban growth boundary, appropriate reasons and facts may include, but are not limited to, the following:*

*(a) The use is significantly dependent upon a unique resource located on agricultural or forest land. Examples of such resources and resource sites include geothermal wells, mineral or aggregate deposits, water reservoirs, natural features, or river or ocean ports;*

*(b) The use cannot be located inside an urban growth boundary due to impacts that are hazardous or incompatible in densely populated areas; or*

***(c) The use would have a significant comparative advantage due to its location (e.g., near existing industrial activity, an energy facility, or products available from other rural activities), which would benefit the county economy and cause only minimal loss of productive resource lands. Reasons for such a decision should include a discussion of the lost resource productivity and values in relation to the county's gain from the industrial use, and the specific transportation and resource advantages that support the decision.***

In this case, the applicant seeks an exception to approximately five acres of property that is currently zoned EFU. The applicant seeks to rely on the third of the three listed reasons set forth above: i.e. that “the use would have a significant comparative advantage due to its location \* \* \* which would benefit the county economy and cause only minimal loss of productive resource lands.”

- a. The Proposed Industrial Use Would Have “a Significant Comparative Advantage” Due to its Location Closer to Wood Suppliers; Due to the Ability to Increase Efficiencies and Reduce Transportation Impacts by Consolidating Current Operations, and Due to the Ability to Co-Locate Agricultural uses on the Property to Ensure Future Viability of the Uses

The “comparative advantage” argument is not intended to be a market advantage argument; rather it is intended for uses that can demonstrate that there is something so unique about both the business and the location that the business is dependent on this particular location to be (or remain) viable. Indeed, LUBA has held that for purposes of different exceptions under OAR 660-004-0022(1) that mere market demand for a use that is not allowed by a resource goal is an insufficient “reason” (*Columbia Riverkeeper, et. al. v. Columbia County et.al., LUBA*). “Comparative advantage” generally refers to the ability of a firm or individual to produce goods/and or service at a lower opportunity cost than other firms or individuals. In this case that comparative advantage due to its location should indicate how and why this particular location provides that advantage.

The Board finds that the proposed use presents a solution to a very unique set of issues relating to the “need” argument that creates a comparative advantage to both the Goby business and to the county. It allows the Goby business an opportunity to remain viable comparative advantage in an increasingly competitive niche market, and help ensure future supply for the business in light of the dwindling supply of walnut trees (due to disease), while providing the county with the advantage of putting the entire 20-acre site back into productive use.

Maximizing transportation and land efficiencies

- As noted by the business owner in the BCC hearing, as the Goby business has grown it has had to buy and lease additional parcels of land to place some of its operations. The headquarters property that now includes the showroom, offices, both sawmills, smaller woodcutting machines and both kilns, also has racks of wood drying/curing. The site is extremely crowded, and access/egress off the fronting road (St. Helens Road/Hwy. 30) for large trucks and trailers is awkward at

best. Because of rising land costs in the industrial areas north and northwest of Portland, these parcels have been farther and farther from both the business headquarters and sawmills and the vast majority of the wood suppliers in the region. This has created inefficiencies to the point that the business can no longer operate in a cost-effective manner, let alone continue to grow and expand to remain competitive.

- This proposed site will enable Goby to have the two sawmill machines on the same site as most of its wood drying/curing (both in open yards and in kilns). This will be a big logistical improvement over their existing situation. This proposed Clackamas County site will enable Goby to sell that nearby property in northwest Portland, and will also enable Goby to cease leasing the industrial parcel from the Port of St. Helens.
- This location near an I-5 interchange and towards the middle of the Willamette Valley corridor provides a comparative advantage for Goby's procurement of salvage wood, primarily from the Willamette Valley. Very few trips are made across the Columbia River to Washington, compared to length and breadth of the Willamette Valley. Please refer to *Applicant's Exhibit 5*, which includes Goby's list of salvage wood purchase locations from April 1 through September 25, 2015. Note this list includes only three State of Washington purchases (8% of the total), while Oregon accounted for 89% of the purchases, 73% of which originated south of Portland.
- In addition to buying most of their trees south of Portland in the valley, Goby's biggest manufacturing vendor is located in Hubbard, nearby and south of Aurora on Hwy 99E. They also rent a dry kiln space in a small mill in Scio, further south in Linn County. That drying would be relocated on the subject property.
- Besides the environmental advantage of fewer miles traveled before cutting and drying/curing, this location provides a financial advantage for the business in this increasingly competitive niche market.

#### Unique site demands and unique user

- The subject property is uniquely suited for the Goby business. Not only does the subject property allow the business to consolidate a large number of its operations to one site, providing for lower opportunity costs, and allow the business to greatly reduce the vehicle miles travelled both by locating closer to suppliers and by eliminating the need to truck slabs between multiple sites for milling and drying; but it also allows for the expansion of the operations to include the growing of seedlings and walnut starts, as well as other hardwoods. In light of recent losses of walnuts all across the western United States to disease, Goby has identified this as one way to help ensure viability of the business into the future.
- The need to carefully manage new tree seedlings on site is especially important, as a twig beetle is spreading in the Valley that causes significant tree disease for Oregon Black Walnut trees. According to testimony from Goby's owners, there is also the possibility of Oregon State developing a more disease-resistant strain of walnut that also may be planted on-site and would need to be closely managed by Goby

employees. And this, too, would allow the business to maximize the transportation advantage by having these operations on the same site.

- As such, with its extensively developed “upper” acreage and uncultivated farmland on the “lower” acreage, the Board finds that this site is uniquely situated for this particular business which needs both components to fully develop its business model for a sustainable and viable future for the company. And conversely, its unique configuration makes it rather impractical for other businesses that could locate on the site under the existing zoning, as evidenced by the property sitting vacant (and on the market for sale) for over five years.
- This proposal also creates an opportunity for the county to put this unique site completely back into productive use. Not only is it unlikely that another business needs or could so fully utilize such a site, but it is unlikely that the Goby business could find another site that enable both the processing of wood obtained off-site, the extensive outside storage of the wood, and the active cultivation of new walnut trees and other hardwoods so begin to mitigate losses in the area due to disease.

The Board finds there is a “significant comparative advantage due to its location” as well as a “specific transportation and resource advantage” in allowing the Goby business to locate on the subject property.

#### b. The Proposed Industrial Use Would Benefit to the County Economy

Imbedded within approval criterion (c) of OAR 660-004-0020(3) is “benefit to the county economy...” The Goby business operations proposed for this site would accomplish this in two ways:

1. Policy 8.A.5 of the County Plan’s Economics chapter is: “*Encourage industrial resource-oriented industries by:*” followed by 8.A.5.2: “*Identifying and recruiting firms doing secondary wood processing using wood products now underutilized or considered waste, i.e., hardwoods, slash materials, etc.*” This is exactly the type of resource-oriented industry that Goby serves with its hardwoods. It salvages hardwoods including walnut and maple that would not be milled elsewhere, and prepares and markets that wood for numerous secondary wood processing uses by other firms. As noted, mill ends are also used and wood shavings are also being developed into a separate weed suppression product.

There are numerous wood processing-related firms that are being encouraged by the County’s Business and Community Services Department could benefit from Goby’s business location. Goby is a source for unique and high-quality hardwood sections that may be used by a variety of existing firms located in Clackamas County.

The document CLACKAMAS COUNTY ECONOMIC LANDSCAPE: Emerging Trends and Strategies, published June 22, 2012 was adopted by County Commissioners and is used by the County’s Department of Business and Economic Development. Section I of that document explains its use as assisting the County to achieve its

economic goals, which include among others, “Ensuring that we are efficiently using our land and infrastructure for the highest and best value, and that it balances economic opportunity with quality of life measures.” Certainly, allowing a viable and growing business to use this existing five-acre site that now has completely vacant building and completely vacant and fenced yards will be efficiently using the land and infrastructure.

That document identified 11 top “industry clusters” in Clackamas County. Wood Products Manufacturing, which includes lumber mills and finished wood products, is one of those key industrial clusters. The document (beginning on page 19) stated that as of 2010, those 11 key clusters accounted for approximately 50% (\$7.7 billion) of the County’s total gross domestic product (GDP), and 42% of the county’s jobs. The average employee compensation for the key clusters was 40% above the County’s average wage rate.

The Wood Products Manufacturing cluster, though likely smaller now in comparison to previous years in Clackamas County, is still significant, and is “still one of the top ten traded clusters” according to that County Economic Landscape report (beginning on page 38). Much of this sector relates directly or indirectly from proximity to softwoods (fir) sourced primarily from the Mt Hood National Forest. However, several wood products businesses in the county also use specialty hardwoods such as those provided by Goby (there is a list of representative wood products businesses on page 38 of that report). Having this portion of the Goby business closer to these businesses of the County’s Wood Products Manufacturing cluster could only help this important business cluster. And like the County’s manufacturing cluster, much of Goby’s product is exported outside the Portland metro area.

2. Removing this property’s current vacant, blighted appearance is also an important factor, at least for this local part of Clackamas County. There will be an economic benefit to this particular part of Clackamas County by bringing a viable business onto this property that has been vacant since 2011, or earlier. These five acres, including the several former industrial/commercial buildings and large expanses of fenced asphalt and gravel yard areas will be refurbished with this new use. Although most all buildings are still very useable (please refer to pages 23-24 of the *Application’s Attachment 6, Land Appraisal*), they are beginning to present a blighted appearance due to the length of time since active uses have occurred on this property.

This Rural Industrial Plan and zone designation will also benefit the County’s economy by making use of existing but vacant industrial/commercial buildings and the surrounding fenced asphalt and gravel yards. This will conserve land and resources, a County Economy consideration.

The Board finds that putting this site back to productive use, especially given the unique availability of the existing buildings and fenced yards, will have a distinct positive impact, to Clackamas County’s economy.

d. Locating the Proposed Use at the Proposed Site Will “Cause Only Minimal Loss of Productive Resource Lands” Because the Site is Already Partially Paved and the Buildings Are Already Constructed.

The Board finds that the portion of the site subject to the proposed zone change is already fully developed and, as a result, the granting of a Goal 3 exception does not entail any loss in resource productivity.

The extent of the existing commercial/industrial improvements (as well as the long historic commercial/industrial uses) on these five acres has already been described extensively in this document. The part of the 20 acre tax lot subject to this Plan and zone change has been out of any agriculture production since at least the 1960’s, according to County Assessment and Taxation records.

**The Board finds that the “need” standard of the Reasons Exception is satisfied in the manner thus described.**

**2. The “Alternatives” Standard: Areas Which Do Not Require a New Exception Cannot Reasonably Accommodate the Use.**

As discussed above, the second of the four state-mandated standards for justifying a “reasons” exception requires the applicant to undertake an alternative-site analysis to satisfy ORS 197.732(2)(c)(B) and OAR 660-004-0020(2)(A). Areas that do not “require a new exception” includes lands located outside of an urban growth boundary zoned for rural industrial uses, (others) as well as sites within an urban growth boundary zoned for industrial uses.

The Land Use Board of Appeals (LUBA) very clearly stated that the relevant question under this criteria *is not which site is better suited, but whether an alternative site that does not require a new exception can “reasonably accommodate” the proposed use. If so, an exception is not warranted for the preferred site, even if the preferred site is better suited for the proposed use than the alternative site* (p. 32, *Columbia Riverkeeper v. Columbia County*).

Mandatory Requirements for a Suitable Site

To complete this analysis the needed site characteristics are first identified. This business’s location and property requirements are discussed in the previous, “need” standard, and elsewhere in the original application’s proposed findings of fact.

- Generally, the location needs to be centrally located within the Willamette Valley, it needs to be near an I-5 interchange, it needs safe ingress and egress for large trucks, and it should not require driving through neighborhood streets for deliveries and needs to be generally in the area south of but in close proximity to the Portland metropolitan area, to maximize transportation efficiencies between wood suppliers (predominantly to the south) and the company’s headquarters and showroom (in north/northwest Portland).

- The site needs to contain a large paved or graveled and fenced area for drying/curing and storage of the hardwood slabs - approximately 4-5 acres in order to replace the two, non-headquarter sites now used for that purpose, and to allow for some business growth.
- The site needs to contain at least two buildings large enough to house Goby's two sawmill rigs, including high overhead doors, and other buildings suitable for drying/storing wood.
- The site needs sufficient and appropriately-zoned acreage for the planting of tree starts and nursery stock.

This section of the rule sets out three areas that must be addressed in an alternative areas analysis. Each is discussed separately below.

- 1) Areas inside an urban growth boundary (UGB)
- 2) Areas outside a UGB that would not require a Goal exception
- 3) Natural resource areas, already committed, including in unincorporated communities

#### 1) Reasons for Rejecting All Sites Within An Urban Growth Boundary As Viable Alternatives.

Before considering any specific alternative areas, these findings will address why, in general, *any* site inside the Urban Growth Boundary is not a reasonable alternative in this case. First, the current site contains significant improvements, such as paving, a fences gravel yard, and several buildings of various size, which results in the land thereunder being physically committed since at least the 1960s. To recreate these improvements on vacant land located inside an Urban Growth Boundary would be cost prohibitive.

Second, the applicant noted, and the Board finds, that sites that do not have on-site agricultural land cannot be operated as an "integrated whole," which is essential to the Goby business remaining viable into the future in light of dwindling supplies of walnut trees due to disease.

Portions of this business are currently located within a UGB; however, as noted by the business owner at the public hearings, the site they are currently located on is not a typical industrial site – it was purchased as a distressed property and has a sizeable constrained, unusable area. The nature of their business is very land intensive, has low job density and does not need urban utilities, all of which make it difficult to find an affordable site within a UGB in which to consolidate the operations that need to be consolidated. The headquarters and showroom will remain on the site within the UGB, as is appropriate for the nature of these uses and the proximity to customers.

The functions proposed for the subject property, however, are land-intensive and cannot outbid other more labor-intensive industrial uses for more centrally located properties in well-established, high-intensity industrial sites. The converse seems important as well. That is, cities' industrial siting policies typically encourage uses that generate more employment per acre for their existing general industrial-zoned lands. From this activity



level standpoint, the proposed site fits the Goby situation perfectly, as does the extensive pre-existing improvements (numerous serviceable buildings, fencing, extensive paved and compact graveled yards) on this unique site.

Also, Goby does not require the major public infrastructure typically existing at other industrial properties, such as water mains and sanitary sewer systems.

The three UGB areas located in the same proximity “central Willamette Valley” include Aurora, Canby and Wilsonville.

Aurora: The City of Aurora (in Marion County) has an area with several industrially zoned properties and businesses along railroad tracks, west of Hwy 99E, with access via Ottaway Road (refer to *Applicant’s Attachment 8, City of Aurora Zoning Map*). As of a site investigation on March 25, 2015, there were no industrial properties for sale in that area. One business (Smetco), has a large paved yard/maneuvering area and large buildings, but it is an operating business and is not for sale. Further, none of the industrial parcels in Aurora have an area suitable for the seedlings/ nursery stock.

Canby and Wilsonville: In regard to the incorporated industrial areas of the City of Canby, and the Coffee Creek Industrial area of Wilsonville, both of these areas are suited for and planned for much more labor-intensive industrial uses, and labor-intensive industrial uses are encouraged by active recruitment as well as by relatively much higher land prices and levels.

The following table is table provided by the City of Canby Planning Department listing the 11 business in the city’s Pioneer Industrial Park. While site sizes vary, the average number of employees per acre ranges between a low of 5.8 to a high of 35.5. This would correlate, at the lowest range, to 5.8 x five acres at our site, or 30 employees, when Goby plans to locate only 3 here.

***2014 Canby Pioneer Industrial Park Employers and Jobs Per Acre***

<b>Business Name</b>	<b>Employees</b>	<b>Acres</b>	<b>Jobs per Acre</b>	<b>Business Description</b>
Fred Meyer	232	12.97	17.96	Retail Sales
Kendal Floral	204	5.75	35.5	Whole Flower Distributor
Shimadzu USA Mfgr.	145	15.1	9.6	Mfgr of Scientific Eqmt
Pioneer Pump	95	4.48	21.2	Pump Manufacturer
American Steel	75	9.21	8.1	Steel Service Center
BBC Steel	45	4.61	9.8	Steel Fabrication
Pump Tech	20	1.05	5.8	Pump Mfgr & Distrib
Bowco	31	3.46	9.0	Precision Injection Molds
Vata, Inc.	16	0.92	17.4	Anatomical Health Prdcts.
Anderson Quality Sprgs	35	2.94	11.9	Coil Spring Manufacturer
Providence Medical	37	1.89	19.6	Health Care Center

*Source: City of Canby Planning*

These are the kinds of uses promoted by cities for their industrial parks, with the anticipation of high employment generators. The Canby industrial areas including this Pioneer Industrial Park, are also fully served with public utilities including public water and sanitary sewer. These utilities are not needed by the Goby use's low intensity of property use and it is not practical to pay a premium for a site with the full array of public utilities when they are not necessary for the business.

Likewise, the Coffee Creek Industrial area now under development in the City of Wilsonville is also not suitable as an alternative site for the Goby business. The Coffee Creek Industrial area which is in Wilsonville's northwest area adjacent will ultimately have 187 acres available for industrial uses. However, the area is in the process of becoming fully served by public water and sanitary sewer. The City anticipates at least 1,800 jobs at full build-out of that industrial area, according to that City publication. That equals over nine employees per acre, well over what Goby intends. This area is also a labor-intensive industrial area – not what Goby wants or what Goby needs or can practically afford.

Furthermore, Wilsonville's Urban Renewal Manager with responsibility for the Coffee Creek Industrial area flatly stated, in a 9/25/15 telephone discussion, that she thought the Coffee Creek Industrial area was not suited for the Goby business because the land values are too high, that its master plan calls for labor-intensive uses, and that some the area has an overlay zone that would prohibit outdoor storage such as Goby's wood drying racks.

The Board finds that the proposed uses cannot be reasonably accommodated within an urban growth boundary.

## 2) Reason for Rejecting Areas Outside UGB that Would Not Require an Exception

The Board finds that areas nearby that are zoned for Rural Industrial use (i.e. "would not require and exception") are not reasonable alternatives for the proposed uses because

- (1) Based on several windshield surveys there are no sites of appropriate size, with the needed structures available; and
- (2) There are no sites that contain or are immediately adjacent to the needed agricultural land for the planned agricultural activities of the business.

Please refer to *Application Attachment 4, County Comprehensive Plan map*, that includes the Rural Industrial zoned lands immediately west of the Molalla River from Canby and adjacent to the city of Barlow. A fairly large and wide variety of businesses are found in this area; 30 of which existed as of as of September 2014 are listed in the *Application Narrative, Vicinity Description*.

In order to determine whether any of the properties of those businesses were available, let alone suitable for the Goby business, three later site investigations were also made, the latest being on April 21, 2015. As of that date, there were no properties for sale either north or south of Highway 99E. With existing businesses located on all available properties, the conclusion was that there are no alternative sites available on this end of the

study area. Also there does not appear to be any extensive amount of bare land not already being used in some fashion by those existing businesses.

In addition to no site being available, there were no sites identified that might contain or be adjacent to the needed agricultural land.

### 3) Reason for Rejecting Natural Resource Areas, Already Committed, Including in Unincorporated Communities

Within the needed general locale, identified above, the applicant identified no “committed” natural resource areas except a nearby commercial business (restaurant) and a grange; both located along S Hwy 99E, just south of the subject property. The Board finds that neither of these sites would be suitable for the proposed business for a number of reasons:

- Neither site has an historic commitment to industrial uses, nor is developed with industrial buildings – one contains a commercial building and one a grange building.
- Neither site is large enough for the planned uses on the subject property (both are approximately one acre in size).
- Neither site is available – the restaurant is currently operating and has been, according to its sign “since 1926,” and the grange still operates as such.

The Board finds Unincorporated Communities located in Clackamas County do not provide feasible alternatives for the proposed business. Unincorporated Communities or Rural (Population) Centers are settlements located outside urban growth boundaries in which concentrated residential development is combined with limited commercial, industrial or public uses. Unincorporated communities in Clackamas County include Beavercreek, Boring, Redland, Mulino, Colton, Marquam, Boring, Wildwood, Welches, Zig Zag and Rhododendron. With the exception of Boring, none of these areas have any parcels zoned for Rural Industrial. The Board finds that none of these areas meet the needs posed by the applicant’s business, in large part, because none are located in the general vicinity as the subject. The closest of these communities to the subject – Mulino and Beavercreek are \_\_\_ miles to the east and not easily accessible from I-5 via a highway or major arterial. Furthermore, neither of those communities contains industrially-zoned land.

**The Board finds that there are no reasonable alternative areas for the proposed uses to locate and therefore the “alternatives” standard for the Reasons Exception is satisfied.**

### 3) The “Consequences” Standard: EESE Analysis for Alternative Sites That Also Require An Exception (i.e. other sites zoned EFU).

#### **“Consequences” Standard**

The third standard requires the applicant to evaluate the long-term environmental, economic, social and energy consequences of selecting the requested site over other similar sites that would also require an exception.

Here, the Board finds there are two facts that, when viewed together, are dispositive on the issue of agricultural productivity. First, the subject property is *already developed* with structures that prohibit the use of that land for farm uses. For this reason, there is no long-term economic impact on the general area by the “irreversible removal of the land from the resource base.” Second, the applicants have identified *no other site* in the County with similar improvements, size and configuration. For this reason, the land under the buildings on the proffered site is, by its very nature, the least productive farm land.

Imbedded within OAR 660-004-0020(2)(c) is the criterion that “*The long-term environmental, economic, social and energy consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located in area requiring a goal exception other than the proposed site.*”

The analysis under this State rule need only be a “*broad review*” of similar types of areas.

**Environmental Impact:**

Here, the Applicant’s proposed site is already developed with all the infrastructure needed to carry out Goby’s planned operations. After conducting an extensive search, the applicant could locate no other site containing a concentration of existing and available industrial buildings located on “lands that require an exception” (*i.e.* EFU zoned lands) in Clackamas County. As such, evaluating the environmental consequences of remaining on the current site versus building a new facility on other vacant EFU land is simple. The Board finds constructing a similar facility on other EFU land would be much more environmentally detrimental, as it would require paving over, gravelling or developing structures on four to five acres of farmland, and constructing several large buildings. All other things being equal, it is better for the environment if productive farmland is left alone, and already-built structures are put to their most productive use.

Furthermore, it is rare and fairly unlikely that another site could be found that has the same natural buffer to adjacent agricultural uses as this site, with its forested and steep slope buffer between the proposed site and agricultural areas to the east.

**Economic Impact:**

Much of our Reasons exception deals with the economic impacts of this application, all of which are positive impacts on Clackamas County and are discussed in detail on pages 14 to 15 of this document.

As such, the Board finds that the economic impact on the County in general overwhelming favors this site over using a “new” agriculturally zoned site for several reasons.

- To place the uses Goby will move to the subject property on another agriculturally-zoned (EFU) site would require a considerable, unnecessary expenditure by the client to construct buildings, infrastructure (power, telecom), plus paving and/or gravel surfacing for maneuvering and wood drying racks. In addition, moving to another

EFU-zoned site would likely (given the fact that it has sat vacant for more than five years) leave the current property idle, wasting the economic value of the already-built facilities.

- It is hard to imagine, and probably outside the purview of this Goal 3 Exception process, to imagine a more suitable use for this site, from an overall County economic perspective. Almost all conceivable uses that would utilize the extensive improvements here would require the same kind of Goal 3 Exception process. Using this property enables an Oregon-owned company to gradually expand its operations and make the business much more efficient, meaning the likelihood, over time of additional employment at this site as well as for the company as a whole. This is an important economic impact to consider.
- It is highly unlikely that there is another farming use that could efficiently utilize these assorted industrial and commercial facilities, as evidenced by the fact that the property has been sitting idle for at least five years.

#### **Social Impact:**

The Board finds that the social impact on the County in general overwhelming favors this site over using a “new” agriculturally zoned site both because it will create positive social impacts on the existing site and would create negative social impacts on a “new” agriculturally zoned site.

- Negative social impact associated with the historically commercial/industrial use of this property is not quantifiable, but the former RV Sales and Service, repair and fabrication business was part of a cluster of non-agricultural uses at this general location, including the grange hall, the Top O’ Hill Restaurant, and the auto racing business across the highway. And as noted in the “compatibility” section of the reasons exception criteria (pg 23), the Goby business, despite being “industrial” in nature process trees – natural resources – a much better and more compatible neighbor for agricultural lands than the previous heavier industrial uses.
- The vacant condition of this site and its several buildings are currently an unattractive nuisance that will go away when a viable (Goby) use finally moves back in, after approximately five years of vacancy and inactivity, a distinct positive social impact.
- As limited as the Goby business proposal is, it would have a larger social impact to locate on an agriculturally zoned property nearby that does not have this unique commercial/industrial history or physical commitment because of the need to develop four to five acres, then move industrial operations and employees on site.

#### **Energy Impact:**

Enabling the adaptive reuse of the structures that currently exist in various states of disrepair on the subject property allows the substantial investment of materials and energy that were used to develop the site to continue to provide values rather than be allowed to continue to deteriorate. Because the needed infrastructure is already available at the site, there will be no energy expenditure to bring utilities to the site.

Conversely, all the energy that would be expended to build the same amount of improvements on a nearby farm property, that already exist at the proposed site, would be wasted, and this site would remain vacant.

**The Board finds that, based on the previous analysis and findings, the “consequences” standard for the Reasons Exception is satisfied.**

**4) The “Compatibility” Standard: The Proposed Uses are Compatible with Other Adjacent Uses (or Will be so Rendered Through Measures Designed to Reduce Adverse Impacts).**

“Compatible” in the State rules is not intended as an absolute term meaning no interference or adverse impacts of any type with adjacent uses. The Board finds that for this situation, the natural advantages of buffering, the historical “test” of compatibility afforded by the long historical use of this site for commercial/industrial purposes, plus the relatively “light” proposed industrial use activities all lead to the conclusion that this RI Plan and zone proposal and use will be compatible with surrounding uses.

Compatibility in this case is fairly easy to analyze, since the adjacent uses have experienced a more intense non-resource use as a neighbor since the 1960’s. The use of the exception area to be permitted by the Board’s action is far less intensive than historic uses of the site.

The RV sales and repair/service business gradually expanded to use all the area now proposed to receive the RI Plan and zone designation. Compared with the historical use on this site that included retail sales and consignments and constant flow of large vehicles and trailers coming and going from the site, the occasional trucks with hardwood tree sections will also be more compatible from a transportation impact standpoint. Compared to the large RV business at its peak, the Goby business, with only two to three employees based here, milling work to be conducted indoors and wood stored for drying/curing both indoors and outdoors, can be expected to have considerably less impact on surrounding uses.

The five acre site has natural advantages for compatibility and buffering from surrounding resource uses. The significant slope with large trees separates this site from agricultural uses to the east and north. The west boundary is the long highway frontage and across the street are other non-resource uses. To the south are the Weyerhaeuser tree nursery fields which are separated by an existing chain link fence. Instead of parked RVs and trailers and their movements, that adjacent yard to Weyerhaeuser will be used for storing wood slabs, again a positive compatibility trade-off.

The ability to sustain adjacent resource uses has already been tested by the long occupation of the previously large RV related business. Tree-farm activities at the adjacent Weyerhaeuser Forest Nursery complex and other nearby farming enterprises have been sustained despite being next to these five acres of developed, industrial land.

The Board finds that the uses planned for the subject property will be compatible with neighboring properties with regard to noise and not mitigation is needed.

- The two mills, one larger than the other, will be housed within an insulated metal building (one of many existing buildings on this site). Both mills are single-blade saws that operate only when new tree sections arrive at the site to be cut into slabs. The nearest dwelling is approximately 200 ft. distant, and the next nearest dwellings are over 300 ft. distant, across Highway 99E. *Application Exhibit 8* contains decibel readings and photos for the mills where they are now located on St. Helens Road/Hwy. 30 in Northwest Portland. Four decibel readings were taken approximately 50 feet from the large mill (toward Hwy 30 to the north). That mill is now housed in a semi-enclosed shed.
- The results of these readings are that noise from the saw was only marginally louder than the ambient noise of the site. Given that the nearest house on the subject property is nearly four times farther than these readings were taken, there is not expected to be any incompatible noise impacts from the proposed uses.

**Based on the above findings, the Board finds that the “compatibility” standard of the Reasons Exception is satisfied.**

### **Conclusion**

**The Board finds that the applicant’s proposal addresses and satisfies all four of the Reasons Exception standards, including need, alternatives, consequences and compatibility and therefore the Goal 3 exception is warranted.**

**660-004-0018: Planning and Zoning for Exception Areas.** Subsection 660-004-0018(4): “Reasons” Exceptions, applies to this application.

- a. 660-004-0018(4)(a): *When a local government takes an exception under the “Reasons” section of ORS 197.732(1)(c) and OAR 660-004-0020 through 660-004-0022, plan and zone designations must limit the uses, density, public facilities and services, and activities to only those that are justified in the exception.*

With the adoption of this Comprehensive Plan map amendment and zone change, the use of the property will be limited to only those uses approved through the Goal 3 exception, and as noted in the General Findings on pages 4 and 5 of this document.

## **CONFORMANCE TO COUNTY COMPREHENSIVE PLAN AND PLAN CHANGE APPROVAL CRITERIA**

Relevant goals and policies from the County’s Comprehensive Plan policies are addressed below.

**Chapter 2: Citizen Involvement.** The purpose of this Chapter is to promote citizen involvement in the governmental process and in all phases of the planning process.

There is one policy in this Chapter applicable to this application.

Policy 1.0; *Require provisions for opportunities for citizen participation in preparing and revising local land use plans and ordinances. Insure opportunities for broad representation, not only of property owners and County wide special interests, but also of those within the neighborhood or areas in question.*

The Clackamas County Comprehensive Plan and ZDO have adopted and acknowledged procedures for citizen involvement. This application has been processed consistent with those procedures. Specifically, the County has provided notice to property owners within 750 feet of the subject property, and published public notices in the newspaper consistent with State law and Section 1302 of the ZDO. The Planning Commission and Board of County Commissioners will also conduct one or more public hearings to provide opportunities for citizen participation. The notification to property owners, public notices and hearings will ensure an opportunity for citizens to participate in the land use process. The Board finds that this application is consistent with Chapter 2.

**Chapter 3: Natural Resources and Energy.** The purpose of this Chapter is to provide for the planning, protection and appropriate use of the County's natural resources and energy.

This Chapter contains eight (8) Sections addressing; 1) Water Resources; 2) Agriculture; 3) Forests; 4) Mineral and Aggregate Resources; 5) Wildlife Habitats and Distinctive Resource Areas; 6) Natural Hazards; 7) Energy Sources and Conservation and; 8) Noise and Air Quality.

The subject property is not located in any of the above-mentioned protected areas and does not contain any land planned or zoned for forest uses. Therefore, the only applicable subsections in this Chapter are in subsection 2) Agriculture and 8) Noise and Air Quality.

Agriculture: This section of Chapter 3 contains the following goals for agricultural lands in the county:

- *Preserve agricultural lands.*
- *Maintain the agricultural economic base in Clackamas County and the State of Oregon.*
- *Increase agricultural markets, income and employment by creating conditions that further the growth and expansion of agriculture and attract agriculturally related industries.*
- *Maintain and improve the quality of air, water, and land resources. Conserve scenic areas, open space and wildlife habitats*

By changing only the upper five acres of the subject property to the Rural Industrial Plan and zone designation, the impact will be limited to the portion of the property that was long ago taken out of agriculture production (if it was ever even in production). The rest of the property (14.25 acres) will remain in EFU, effectively preserving the only farmland on the site that may have been in recent past or has the potential for future use as active production and/or grazing land and even returning that land into active production. The



physical separations on the property are ideal for an un-conflicted, continuation of both kinds of uses.

#### Noise and Air Quality:

There are no policies in this section that are directly applicable to the application but the proposal will serve to further the goals of this section of the Plan, including:

- *Maintain an environment not disturbed by excessive levels of noise.*
- *Promote maintenance of an airshed in Clackamas County free from adverse effects on public health and welfare.*

As noted, this proposed use will include only electric saw mills which are the least polluting of large-scale saws (to be moved from the Portland property), and they will be housed indoor in existing buildings. These mills generate marginally more noise than the ambient noise level along a highway.

Locating this function of the Goby business here in this central location within the Willamette valley and on a site that can consolidate several others, is expected to reduce the vehicle miles travelled by trucks delivering tree trunk sections from Goby's salvage/harvest market area and eliminate the need to transport slabs to different locations for drying and thus reducing vehicle emissions into the county's airshed.

The Board finds that this application complies with all pertinent Goals and Policies of this Plan section.

### **Chapter 4, Land Use**

The Land Use Chapter of the Comprehensive Plan contains specific policies for determining the appropriate Comprehensive Plan land use designation for a property. The applicants are requesting a change in the plan designation for five acres of the subject property from Agriculture to Rural Industrial. In order to determine whether the subject property better meets the criteria for an Agriculture plan designation or the proposed Rural Industrial plan designation, an evaluation of the applicable policies for Agriculture and for Rural Industrial are described below.

#### Agriculture:

##### Goals

- *Preserve agricultural use of agricultural land.*
- *Protect agricultural land from conflicting uses, high taxation and the cost of public facilities unnecessary for agriculture.*
- *Maintain the agricultural economic base of the County and increase the County's share of the agricultural market.*
- *Increase agricultural income and employment by creating conditions that further the growth and expansion of agriculture and attract agriculturally related industries.*
- *Maintain and improve the quality of air, water, and land resources.*

- *Conserve scenic and open space.*
- *Protect wildlife habitats.*

Policy 4.OO.1. *The following areas shall be designated Agriculture:*

Policy 4.OO.1.1. *Areas with predominantly Class I through IV agricultural soil as defined by the United States Natural Resources Conservation Service or identified as agricultural soil by more detailed data;*

Policy 4.OO.1.2. *Areas generally in parcels of 20 acres or larger;*

Policy 4.OO.1.3. *Areas primarily in agricultural use;*

Policy 4.OO.1.4. *Areas necessary to permit farming practices on adjacent lands or necessary to prevent conflicts with the continuation of agricultural uses;*

Policy 4.OO.1.5. *Other areas in soil classes different from NRCS I through IV when the land is suitable for farm use as defined in Oregon Revised Statutes 215.203(2)(a), taking into consideration soil fertility; suitability for grazing; climatic conditions; existing and future availability of water for farm irrigation purposes; existing land use patterns; technological and energy inputs required; and accepted farm practices.*

Policy 4.OO.10. *Except on lands within urban growth boundaries or as provided by the Oregon Revised Statutes for abandoned or diminished mill sites, exceptions to Statewide Planning Goals 3 and 4 shall be required for a plan amendment from the Agriculture designation to any designation other than Forest.*

All of the 20 acres of subject property, except the wooded slope separating the five acres from the balance of the site have Class I through IV soils (see *Applicant's Attachment 1*). However, the five acres adjacent to highway that has had the historically commercial and industrial uses, has numerous significant and serviceable buildings plus a large amount of asphalt and compacted gravel yards above those soils and is clearly not in agricultural use. Nor is that area necessary to permit farming practices on adjacent land as it has housed industrial/commercial uses completely unrelated to farming uses for many decades.

**For these reasons the Board finds that the portion of the subject property subject to the Plan and zone change does not meet the Plan criteria to be designated Agriculture and has taken an exception to Statewide Planning Goal 3.**

### **Rural Industrial:**

The Goals of the Rural Industrial Section of the Plan are:

- 1) *To provide for the continuation of industrial uses in non-urban areas having an historical commitment to such uses.*
- 2) *To provide for the industrial redevelopment of abandoned or diminished mill sites.*
- 3) *To implement the goals and policies of this Plan for industrial development in Unincorporated Communities.*

Policy 4.MM.1. *The Rural Industrial plan designation may be applied in non-urban areas to provide for industrial uses that are not labor-intensive and are consistent with rural*

*character, rural development, and rural facilities and services.*

The subject property is located outside of the Metro UGB and boundary and is considered a non-urban area. The Rural Industrial Plan designation and implementing RI zoning district limits the type and scale of uses which are appropriate for rural development. The property is not located in a public water, sewer, or surface water district. Those services are not proposed or necessary to support the proposed Rural Industrial plan designation. Services to the area include garbage service and sheriff patrol services. The public facilities and services are appropriate to maintain the rural character of the area.

The uses proposed on the subject site are not labor intensive (with only two to three employees on site initially) and are consistent with the rural character and surrounding rural development in the area. Due to the need to take a “Reasons exception” to Goal 3, the specific rural industrial uses proposed on the property would be the only ones allowed, if this application is approved.

Policy 4.MM.2. *The Rural Industrial (RI) zoning district implements the Rural Industrial plan designation.*

If the Comprehensive Plan Amendment is approved on all or a portion of the subject property, the RI zoning district is the only zone designation that can be applied to the property to implement the Rural Industrial plan designation. In this case, the zone designation would be applied but the uses limited to only those approved under the Goal 3 “Reasons exception.” The proposed use is listed as an allowed use in the RI zoning district; no other uses listed in the Rural Industrial section of the ZDO would be allowed.

Policy 4.MM.3 *Areas may be designated Rural Industrial when the first, the second, or both of the other criteria are met:*

In this case, the first criterion applies to the application, as follows.

Policy 4.MM.3.1. *Areas shall have an historical commitment to industrial uses.*

The historic uses on the property have been well documented through the verification and alterations/ modifications of the prior nonconforming uses. The earliest know industrial-type use on the property was in 1947 and included light and heavy mechanical work on construction vehicles. Other uses prior to the vacation of the property in 2011 included welding; metal fabrication; light and heavy mechanic operations for various types of vehicles and equipment; and (incidental) resale of recreational vehicles, utility trailers, light trucks and utility vehicles. The property was most-recently occupied by the Top O’Hill RV Sales and Service business that was operating legally under a nonconforming use status that was verified and altered/expanded in 1990 (file #Z0432-90-E) and in 1996 (file #Z1148-96-E).

The five-acre portion of the property subject to the Plan/zone change is currently developed with over 9,000 square feet of building space, the majority of which were used for the

various industrial (and some commercial) activities. This portion of the site has a well documented history of historical commitment to industrial uses.

**For these reasons the Board finds that the portion of the subject property subject to the Plan and zone change can satisfy all the criteria in the Comprehensive Plan for a Rural Industrial Plan designation and that designation is the most appropriate for that portion of the subject property.**

**Chapter 5: Transportation System Plan.** *This Chapter outlines policies addressing all modes of transportation.*

This Chapter contains eight sections including 1) Foundation and Framework; 2) Land Use and Transportation; 3) Active Transportation; 4) Roadways; 5) Transit; 6) Freight, Rail, Air, Pipelines and Water Transportation; 7) Finance and Funding; and 8) Transportation Projects and Plans. The policies found in this chapter that are relevant to this application are found in the Roadways section.

As discussed previously, the applicants submitted a Traffic Impact Study (TIS) which found the proposed Plan/zone change and proposed use of the property will cause negligible impact to the transportation system and no significant impact to further degradation or performance of the intersection and is in compliance with the Transportation Planning Rule (OAR 660-12).

Based on the TIS, as reviewed by ODOT and county Staff, the Board finds that this application is consistent with Chapter 5.

**Chapter 8: Economics.** *The Economics element of the Plan contains three goals.*

- *Establish a broad-based, stable, and growing economy to provide employment opportunities to meet the needs of the County's residents.*
- *Retain and support the expansion of existing industries and businesses.*
- *Attract new industrial and commercial development that is consistent with environmental quality, community livability, and the needs of County residents.*

Policy 8.A.1 *Protect established industrial and commercial areas from encroachment by incompatible land uses.*

By changing the Plan designation and zoning of the portion of this parcel that is an historically committed commercial/industrial area, the county is ensuring that only those allowed industrial uses will be allowed on the site, thus eliminating the possibility of “encroachment of incompatible land uses.”

Policy 8.A.5 *Encourage industrial resource-oriented industries by:”*

Policy 8.A.5.2: *“Identifying and recruiting firms doing secondary wood processing using wood products now underutilized or considered waste, i.e., hardwoods, slash materials, etc.”*

This is exactly the type of resource-oriented industry that is Goby. It salvages hardwoods including walnut and maple that would not be milled elsewhere, and prepares and markets that wood for numerous secondary wood processing uses by other firms. As noted, mill ends are used and wood shavings are also being developed into a separate product. By allowing the Goby business to locate on the subject site, this policy as well as the third goal in this section (*Attract new industrial and commercial development that is consistent with environmental quality...*) are addressed and satisfied.

**The Board finds that this application is consistent with Chapter 8.**

**Chapter 11, Planning Process.** *The purpose of this Chapter is to establish a framework for land use decisions that will meet the needs of Clackamas County residents, recognize the County's interrelationships with its cities, surrounding counties, the region, and the state, and insure that changing priorities and circumstances can be met.*

The purpose of this Plan Chapter is to establish a framework for land use decisions. The Board finds that this proposal conforms to Chapter 11, Planning Process in the following manner.

City, Special District and Agency Coordination Section

Policy 1.0; *Participate in interagency coordination efforts with federal, state, Metro, special purpose districts and cities. The County will maintain an updated list of federal, state and regional agencies, cities and special districts and will invite their participation in plan revisions, ordinance adoptions, and land use actions which affect their jurisdiction or policies.*

Notice of this application has been provided to all appropriate agencies and parties and advertised public hearings before the Planning Commission and Board of County Commissioners provide an adequate opportunity for interagency coordination of this plan amendment and demonstrates compliance with this policy.

Amendments and Implementation Section

Policy 3.0; *Amend the Comprehensive Plan pursuant to the following procedures and guidelines (listed in subpolicies 3.1 through 3.6).*

This is a quasi-judicial Comprehensive Plan map amendment and is subject to subpolicies 3.1, 3.3 and 3.4.

Subpolicy 3.1; *A map amendment may be initiated only by the Board of County Commissioners, the Planning Commission, the Planning Director, or the owner of the property for which a change is requested.*

The property is currently owned by the Celtic Bank Corporation. The Land Use Application form has been signed by a representative of the Celtic Bank Corporation, authorizing filing of the application.

Subpolicy 3.3; *All proposed Comprehensive Plan amendments are to be considered at advertised public hearings before the Planning Commission, in accordance with state law and County requirements.*

The Planning Commission and Board of County Commissioners will review this application through one or more public hearings. Notice of the hearings have been published in the local newspaper and advertised consistent with all ZDO notice requirements.

Subpolicy 3.4; *If the proposed amendment is quasi-judicial, property owners will be notified as required. The Community Planning Organization in the affected area shall be notified at least 35 days prior to the first hearing.*

The property is located within the boundaries of the S Canby CPO, which is inactive. Property owners within 750 feet of the subject property were notified as required in Section 1303 of the ZDO.

**The Board finds that this application has been processed consistent with Chapter 11.**

**Based on the above findings and analyses, the Board finds the application is consistent with all applicable County Comprehensive Plan Goals and Policies.**

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## **CONFORMANCE TO COUNTY ZONE CHANGE CRITERIA**

Zone change approval criteria of the County's Zoning and Development Ordinance (ZDO) are found in Section 1202.01, APPROVAL CRITERIA. The applicant must provide evidence substantiating the following:

*(A) Approval of the zone change is consistent with the Comprehensive Plan;*

The Board finds that, based on the findings noted previously in this document, the Rural Industrial plan designation is consistent with the Comprehensive Plan for the five-acre portion of the subject property and the proposal is consistent with all other applicable Comprehensive Plan goals and policies.

*(B) If development under the new zoning district designation has a need for public sanitary sewer, surface water management, and/or water service, it can be accommodated with the*

*implementation of service providers' existing capital improvement plans. The cumulative impact of the proposed zone change and development of other properties under existing zone change and development of other properties under existing zoning designations shall be considered.*

The subject property is not located in a public sanitary sewer, or surface water district, nor would there be there a need to extend these services to support the proposed RI zoning district. Sewage disposal would be accommodated by an on-site sewage disposal system. Surface water will be accommodated by on-site detention or other facilities approved under Section 1008 of the ZDO as administered by the DTD, Engineering Division.

*(C) The transportation system is adequate, as defined in Subsection 1007.09(D), and will remain adequate with approval of the zone change. Transportation facilities that are under the jurisdiction of the State of Oregon are exempt from Subsection 1202.01(C).*

The applicants hired a consultant to complete a Traffic Impact Study (TIS). That consultant worked with County Engineering staff and staff from ODOT to scope the study and completed it in September 2014. Both ODOT and the county's Engineering Division have reviewed the TIS and neither identified any issues or concerns with the study.

*(E) Safety of the transportation system is adequate to serve the level of development anticipated by the zone change.*

The TIS submitted by the applicants found the proposed Plan/zone change and proposed use of the property will cause negligible impact to the transportation system and no significant impact to further degradation or performance of the intersection and is in compliance with the Transportation Planning Rule (OAR 660-12). Based on the TIS, as reviewed by ODOT and county Staff, this application is consistent with all applicable provisions in the ZDO.

The Board finds that this application satisfies all the criteria in Section 1202.01 of the ZDO because it has been found to be consistent with the Comprehensive Plan criteria for a Rural Industrial plan and zoning designation and all other relevant criteria in the ZDO have been met.

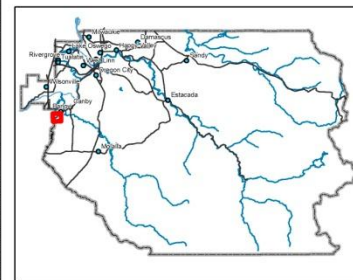
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SECTION 7 T.4S. R.1E. W.M.  
CLACKAMAS COUNTY  
1" = 400'

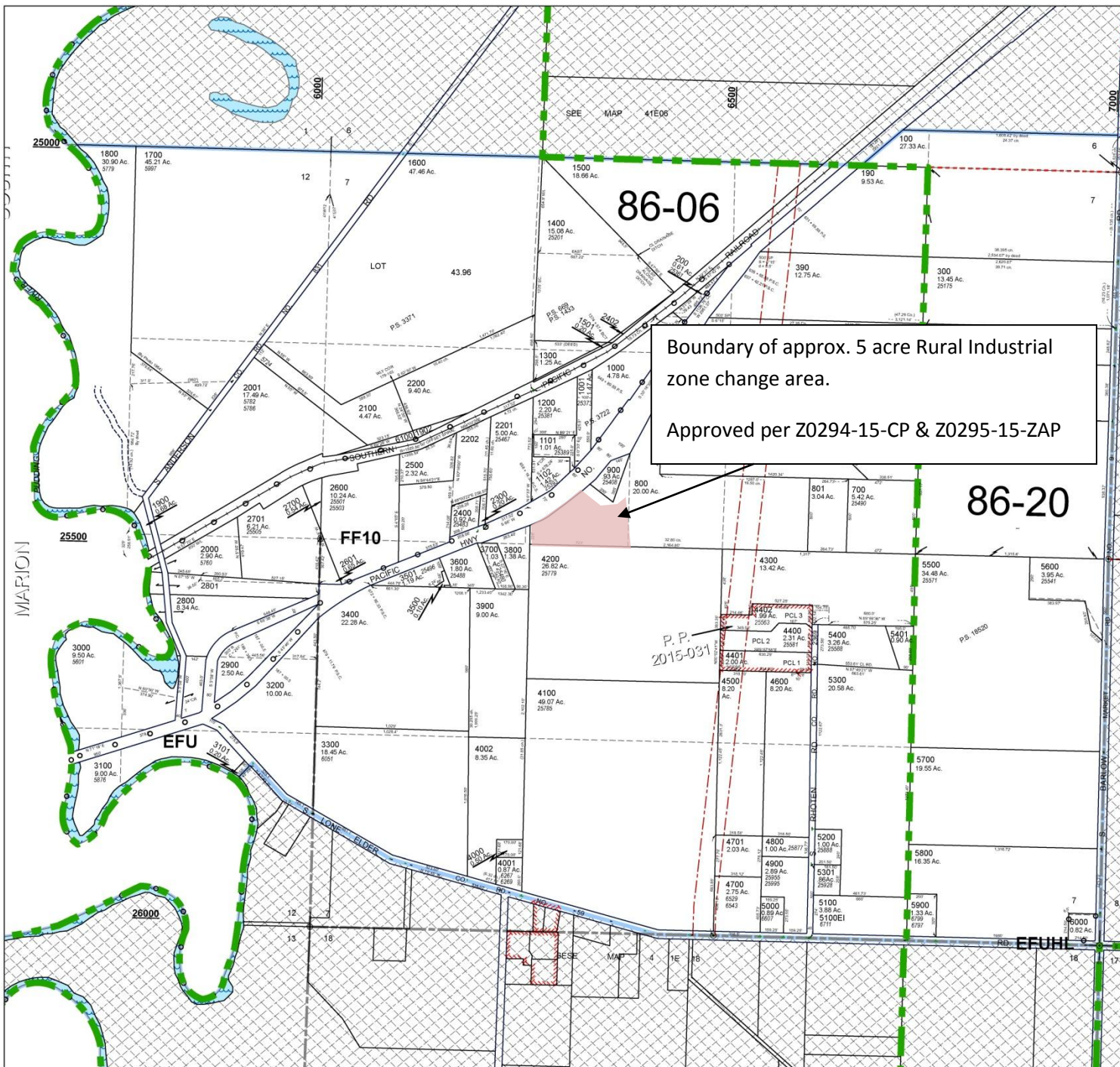
Cancelled Taxlots

- 1790
- 1870
- 2180
- 2391
- 2660
- 1100
- 1500
- 1680
- 1690
- 1901
- 2190
- 2201A1
- 2590

- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT PURPOSES ONLY



86-06

86-20

Boundary of approx. 5 acre Rural Industrial zone change area.  
Approved per Z0294-15-CP & Z0295-15-ZAP

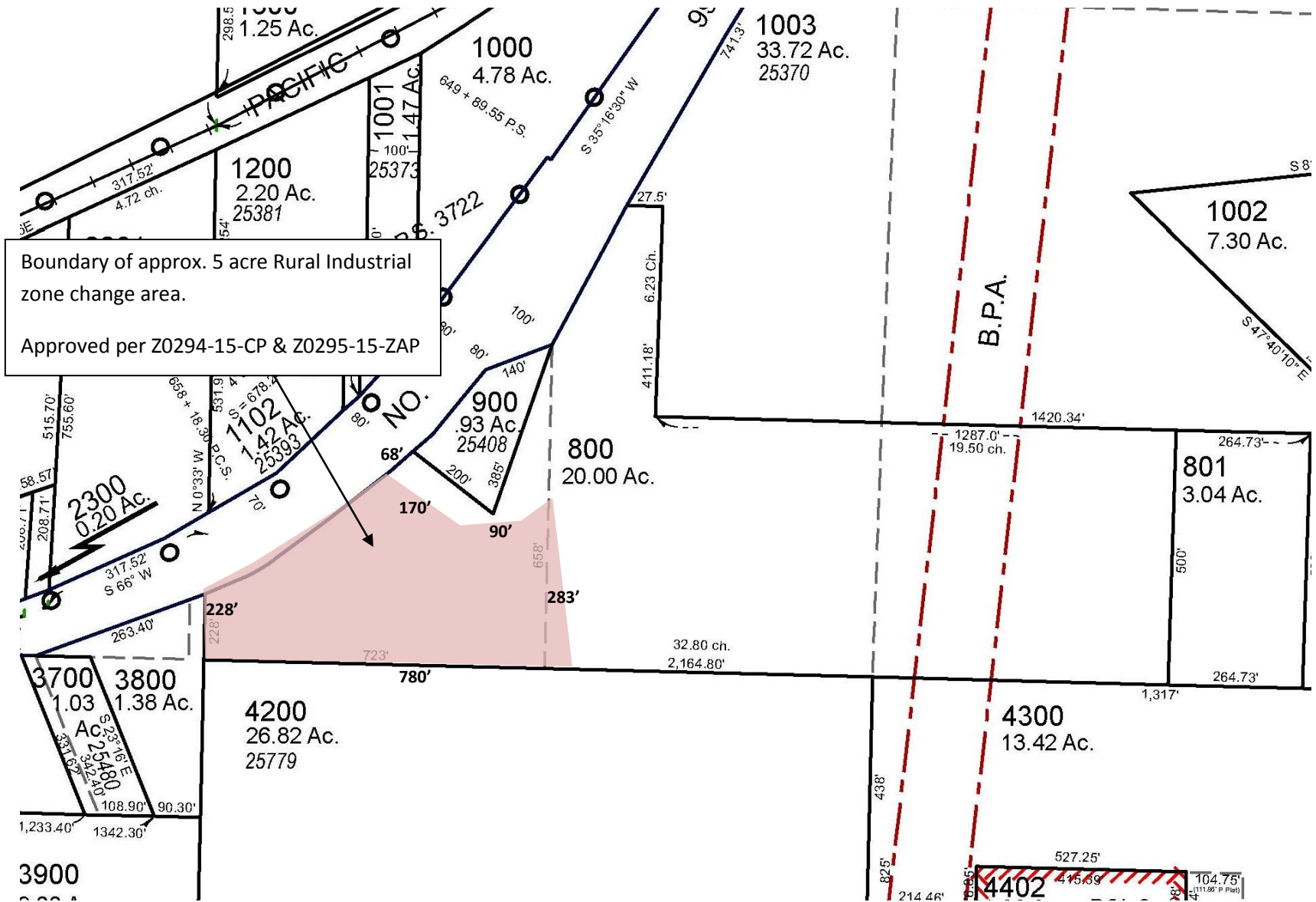
P.P. 2015-031

MAP 101

EFUHL







UPDATE: See staff report and  
Board Order on next 4 pages

This is a place holder for information for the following Public Hearing.  
More information will be available on this item after the Board Policy  
Session on Feb. 23, 2016.

1. Board Order No. \_\_\_\_\_ to Refer an Advisory Measure to the Voters in  
May 2016 to Pursue Public Funding of County Road Maintenance  
(Chris Storey, County Counsel, Barb Cartmill, Department of  
Transportation & Development)



M. BARBARA CARTMILL  
DIRECTOR

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

February 25, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

**Referral of an Advisory Measure on the Question of Pursuing  
Public Funding of County Road Maintenance**

<b>Purpose/Outcomes</b>	Place advisory question on the need for road maintenance and safety funds on the May 17, 2016 election ballot
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Vote is May 17, 2016
<b>Previous Board Action</b>	Numerous policy sessions, planning sessions and business meeting discussions over the past few years including, most recently, a public discussion at the Feb. 18, 2016, Board Business Meeting
<b>Strategic Plan Alignment</b>	Build a Strong Infrastructure: By 2019, 120 additional miles of county roads will be improved to 'good to excellent' status Build Public Trust Through Good Government: By 2020, Clackamas County will achieve the Strategic Results in the Strategic Plan.
<b>Contact Person</b>	Barbara Cartmill – 503-742-4326

**BACKGROUND:**

After almost two years on public outreach about the need for a local source of road maintenance funds, for the past few weeks the Board of County Commissioners has been exploring various options for placing one or more advisory questions on the May 17, 2016, ballot.

On Feb. 18 the public was invited to comment on a proposed advisory measure during the Board business meeting. At a policy session on Feb. 23, the Board discussed the input received so far and approved placing the following questions a question on the May 17, 2016 ballot.

*“Shall the county pursue a vehicle registration fee, for a limited amount of years, to pay for deferred road maintenance?”*

Attached to this memo is a Board Order referring the following question to the ballot in May, along with the accompanying summary and explanatory statement.

**RECOMMENDATION:**

Staff respectfully recommends that, in line with the Board's intent to place an advisory vote on the May 2016 ballot, the Board of County Commissioners approve the attached Board Order.

Respectfully submitted,

M. Barbara Cartmill, Director  
Department of Transportation & Development

In the Matter of Referral of An Advisory  
Measure on the Question of Pursuing Public  
Funding of County Road Maintenance

Order No.

WHEREAS, the Board of County Commissioners  
("BCC") is desirous of soliciting public feedback and input on road funding challenges; and

WHEREAS, funding for road maintenance primarily  
comes from gas taxes and vehicle registration fees, since state law forbids using ad valorem  
(property) taxes for roads, and though the county uses road funds efficiently, it is unable to keep  
pace with maintenance needs and currently has a \$17 million annual gap between funds  
needed to maintain roads and revenue; and

WHEREAS, under the current funding structure,  
every year a larger percentage of county roads fall below the 'good to excellent' level due to the  
lack of funding, and the cost to reconstruct a road in the future is more than 10 times greater  
than the cost of providing preventive maintenance today; and

WHEREAS, the County desires to provide  
appropriate and safe roads for Clackamas County residents, businesses and travelers, and is  
searching for the approach means and manner for obtaining funding to provide the same; and

WHEREAS, an advisory vote by the citizens of  
Clackamas County would provide additional information for the BCC in deciding the optimal way  
to meet the road funding challenge;

NOW, THEREFORE, IT IS HEREBY ORDERED  
BY THE BOARD OF COUNTY COMMISSIONERS THAT:

1. An advisory measure is hereby referred to the voters of Clackamas County regarding  
road funding substantially in the form attached hereto as Exhibit A and related  
explanatory statement, subject only to ministerial correction by staff.
2. The advisory measure election hereby called shall be held in Clackamas County on  
Tuesday, May 17, 2016.
3. The County hereby authorizes the Chair, the County Administrator, the County  
Counsel or their designees to submit, sign, publish notice and otherwise take all  
necessary action to effectuate the foregoing.

**DATED** this 25<sup>th</sup> day of February, 2016.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

Exhibit A

**Ballot Language**

**TITLE:** Advisory Vote on Pursuing Public Funding of County Road Maintenance

**QUESTION:** Shall the county pursue a vehicle registration fee, for a limited amount of years, to pay for deferred road maintenance?

**SUMMARY:** Clackamas County is considering remedies to a deficiency in road maintenance funds. Over 50% of Clackamas County's 1,400 road miles are in fair or poor condition.

Road funds primarily come from gas taxes and vehicle registration fees; state law forbids using ad valorem (property) taxes for roads. The county is unable to keep pace with maintenance needs. There is a \$17 million annual gap between funds needed to maintain roads and revenue.

Every year, a larger percentage of county roads slip into disrepair, and the county doesn't have the revenue to keep up. The cost to reconstruct a road in the future is more than 10 times greater than the cost of providing preventive maintenance today.

Ongoing preventive maintenance is critical to safe roads. Smooth roadways, clear lane markings, unobstructed sightlines, drainage and well-marked intersections help reduce crashes and keep travelers safe.

This advisory vote is intended to gauge voter interest in the issue, not preclude any future action by the County.

**EXPLANATORY STATEMENT:** This advisory measure is designed to help the County gauge the level of voter support for a possible future ballot measure. That future ballot measure, if proposed, would give voters the option to approve a vehicle registration fee for a limited period of time to pay for clearly-identified road maintenance projects.

The results of this measure will be informative for the County, but will not result in either requiring or precluding any future action by the County. Regardless of the outcome of this advisory vote, the Board of County Commissioners will continue to have the authority to ask for a future vote on a specific funding measure or to take action on their own (as allowed by law).

Clackamas County relies on three primary sources of revenue for road maintenance —

state gas taxes, state heavy weight mile taxes and state vehicle registration/title fees. Oregon law expressly prohibits using property taxes – the County’s largest source of funding – for road maintenance. Similar restrictions apply to other sources of funds the County receives. Consequently it is not possible to reallocate funds intended for other services or programs to finance road maintenance.

The Board has been considering several options for providing needed local funds to help maintain the county’s 1,400-mile road system, including a countywide gas tax and/or a countywide vehicle registration fee. All options would be for a limited period of time (for example, five years or seven years) and would include a list of specific projects that would be completed with the revenue generated.

One option under consideration is a seven-year, countywide vehicle registration fee of \$25 per year per vehicle. (Since in Oregon people pay their vehicle registration fee every two years, this would be an additional \$50 every two years, or \$175 for the seven-year period for each vehicle.)

Some vehicles are exempt from the vehicle registration fee, including those registered with the state as antique or special interest vehicles, as farm vehicles, as snowmobiles or Class I all-terrain vehicles, fixed load vehicles, vehicles registered to disabled veterans, and travel trailers, campers and motor homes.

This proposal, if enacted, would generate a total of approximately \$60 million. In accordance with state law, 40% of that revenue (\$24 million) would be distributed to Clackamas County cities based on population and the remaining \$36 million would be available for the county to use.

The county proposes that the funds from such a vehicle registration fee would be spent only to maintain current county roads as follows on seven specific paving packages on more than 115 miles of roadways around the county.



M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

February 25, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 42-Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
01-15 Pine View Meadows 42-Lot Subdivision

<b>Purpose/Outcomes</b>	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
<b>Dollar Amount and Fiscal Impact</b>	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule W; the current rate for this schedule is \$250.00 per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
<b>Duration</b>	N/A
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us
<b>Contract No.</b>	None

**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for February 25, 2016, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

**RECOMMENDATION:**

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5





M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

February 25, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a Three Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
33-15 Three Lot Partition

<b>Purpose/Outcomes</b>	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
<b>Dollar Amount and Fiscal Impact</b>	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule C; the current rate for this schedule is \$71.55 per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
<b>Duration</b>	N/A
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us
<b>Contract No.</b>	None

**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for February 25, 2016, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

**RECOMMENDATION:**

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5



M. BARBARA CARTMILL  
DIRECTOR

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

February 25, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a One Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
58-15 Precision Axle Bldg. Addition

<b>Purpose/Outcomes</b>	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
<b>Dollar Amount and Fiscal Impact</b>	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.28 per frontage foot per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
<b>Duration</b>	N/A
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us
<b>Contract No.</b>	None

**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for February 25, 2016, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

**RECOMMENDATION:**

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5



M. BARBARA CARTMILL  
DIRECTOR

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

February 25, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a Three Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
65-15 Three Lot Partition

<b>Purpose/Outcomes</b>	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
<b>Dollar Amount and Fiscal Impact</b>	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule B; the current rate for this schedule is \$51.03 per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
<b>Duration</b>	N/A
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us
<b>Contract No.</b>	None

**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for February 25, 2016, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

**RECOMMENDATION:**

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5



M. BARBARA CARTMILL  
DIRECTOR

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

February 25, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a One Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
55-15 Coachman Auto Body Bldg.

<b>Purpose/Outcomes</b>	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
<b>Dollar Amount and Fiscal Impact</b>	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.28 per frontage foot per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
<b>Duration</b>	N/A
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us
<b>Contract No.</b>	None

**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for February 25, 2016, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

**RECOMMENDATION:**

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5





M. BARBARA CARTMILL  
DIRECTOR

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

February 25, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a One Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
07-13 Holly Farm Retail Structure

<b>Purpose/Outcomes</b>	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
<b>Dollar Amount and Fiscal Impact</b>	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.28 per frontage foot per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
<b>Duration</b>	N/A
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us
<b>Contract No.</b>	None

**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for February 25, 2016, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

**RECOMMENDATION:**

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

February 25, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with North Clackamas Educational Foundation for  
Teen Mentor Program at Lot Whitcomb and Milwaukie Elementary

<b>Purpose/Outcomes</b>	Provide mentoring for up to 40 elementary school students in Milwaukie focusing on at-risk Hispanic students identified by low academic achievement and youth that need additional social and emotional support.
<b>Dollar Amount and Fiscal Impact</b>	\$10,000 Federal Funds: CFDA Number 93.959 Substance Abuse Prevention and Treatment Block Grant No County General Funds are involved
<b>Funding Source</b>	Oregon Health Authority
<b>Duration</b>	Effective January 1, 2016 and terminates on June 30, 2016
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Rod Cook 503-650-5677
<b>Contract No.</b>	7568

**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with the North Clackamas Educational Foundation to provide Teen Mentors to meet with elementary school students at Milwaukie and Lot Whitcomb Elementary schools. Social, emotional and academic support will be provided by the mentors in one on one weekly meetings.

No County General funds are involved in this contract. This contract has been reviewed and approved by County Counsel and has a maximum value of \$10,000. The contract is effective as of January 1, 2016.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 16-027**

Project Name: **North Clackamas Teen Mentor Program**  
Project Number:

This Agreement is between **Clackamas County**, Oregon, acting by and through its Health, Housing and Human Services Department of Children, Youth and Families (COUNTY) and **North Clackamas Educational Foundation**, an Oregon Nonprofit Organization (SUBRECIPIENT).

**Clackamas County Data**

Grant Accountant: Judy Smith

Program Manager: Brian McCrady

Clackamas County – Finance

Clackamas County – Children, Youth and Families

2051 Kaen Road

2051 Kaen Rd.

Oregon City, OR 97045

Oregon City, OR 97045

(503) 742-5422

(503) 650-5681

jsmith@co.clackamas.or.us

bmccrady@clackamas.us

**Subrecipient Data**

Finance/Fiscal Representative: CYF

Program Representative: North Clackamas School District

Bryant Scott

Michael Ralls

Director, Social Services

2051 Kaen Rd.

North Clackamas School District

Oregon City, OR 97045

6031 SE King Rd., Milwaukie, OR 97222

(503) 650-5675

(503) 353-1908

Email bscott@co.clackamas.or.us

rallsm@nclack.k12.or.us

DUNS: 0559637220000

**RECITALS**

**1. What the North Clackamas Education Foundation offers:**

The North Clackamas Education Foundation's (NCEF) goal is to raise community funds to support the diverse needs of the North Clackamas School District so that every child can succeed. NCEF helps meet these needs through college scholarships, teacher grants, and enhanced funding for the arts and more.

2. Clackamas County (COUNTY) desires to work with SUBRECIPIENT to prevent youth drug and alcohol use by supporting mentoring services in the North Clackamas School District.

3. Project description: SUBRECIPIENT will provide evidence-based mentoring. Elementary students will be selected to receive high school mentors with the emphasis that there is someone who cares about them, assures them they are not alone in dealing with day-to-day challenges, and makes them feel like they matter. Research confirms that quality mentoring relationships have powerful positive effects on young people in a variety of personal, academic, and professional situations. Ultimately, mentoring connects a young person to personal growth and development, and social and economic opportunity.
4. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement the COUNTY and SUBRECIPIENT agree as follows:

#### AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the **January 1, 2016** and shall expire on **June 30, 2016**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the **Substance Abuse Prevention and Treatment Block Grant** that is the source of the grant funding, in addition to compliance with requirements of 45 CFR, Part 96.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Substance Abuse Prevention and Treatment Block Grant (Catalogue of Federal Domestic Assistance - CFDA #: 93.959, Award #135001-15)** issued to the COUNTY by the U.S. Department of Health and Human Services. The maximum, not to exceed, amount the County will pay is **\$10,000**, comprised entirely of Federal funding from CFDA 93.959. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Subrecipient Performance Reporting. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **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. **SUBRECIPIENT must submit a written request including**

**a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that **\$50,000** in Federal Funds have been obligated to COUNTY on this award and further certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - c) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.

- d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- e) **Match.** Matching funds are not required for this Agreement.
- f) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- g) **Indirect Cost Recovery.** SUBRECIPIENT declines indirect cost recovery on this agreement.
- h) **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- i) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- j) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (quarterly, and final) during the term of this Agreement. See Exhibits A & E.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- l) **Special Conditions.** COUNTY shall request and SUBRECIPIENT shall provide complete backup for two, randomly selected monthly reimbursement requests during the term of this agreement. SUBRECIPIENT shall provide backup for these requests within 15 days of the date of the request. COUNTY reserves the right to disallow payment for requests that do not have backup that meets Federal regulatory and statutory requirements, as applicable.
- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the

terms and conditions of the Federal award and/or COUNTY, no later than 30 calendar days after the end date of this Agreement.

- n) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the *Byrd Anti-Lobbying Amendment* 31 U. S. c. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/sac/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If



SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- r) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Drug and Alcohol Prevention Grant #16-027, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

## 10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by SAMSHA or CYF.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to

independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

## 11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or

disadvantaged business concerns and contractors or subcontractors to the extent practicable.

## 12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions

coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
  - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
  - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
  - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.

- e) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

NORTH CLACKAMAS EDUCATIONAL  
FOUNDATION

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


By: Olivia Thomas  
Olivia Thomas, Executive Director

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

Dated: 2-10-2016

Dated: \_\_\_\_\_

Approved to Form

By:   
County Counsel

Attachments:

- Exhibit A: SUBRECIPIENT Statement of Program Objectives & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report
- Exhibit F: Final Financial Report

February 25, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

**Resolution Initiating a Local Improvement District (LID)  
for Street and Storm Drainage Improvements on Starview Lane (P2431)**

<b>Purpose/Outcomes</b>	Initiate the LID process and direct the DTD Engineering Director and Finance Director to investigate the feasibility of the proposed improvements.
<b>Dollar Amount and Fiscal Impact</b>	The preliminary cost estimate for the proposed LID is \$40,820. This project is currently not budgeted.
<b>Funding Source</b>	Short term financing or bonded debt, paid for by a special assessment against the benefitting property, with reimbursement from property owners through lump sum payment or financing over 5 years.
<b>Duration</b>	Remains in effect until further action by the Board to approve or abandon the proposed LID.
<b>Previous Board Contact</b>	10/27/15 BCC Study Session - Directed staff to schedule LID petition for consideration.
<b>Strategic Plan Alignment</b>	Build a strong infrastructure.
<b>Contact Person</b>	Kenneth Kent, DTD Engineering, Senior Planner 503-742-4673
<b>Contract No.</b>	None

**BACKGROUND:**

The Starview Lane community has taken the initial steps to begin the Local Improvement District (LID) process for the purpose of improving Starview Lane, a local public roadway. The proposed LID would repair portions of the road surface and base, as well as repair shoulders, clean ditches and provide drainage improvements that will extend the life of the road. The community is located west of S Creek Road and north of S Henrici Road. The LID is comprised of 19 residential properties.

Starview Lane is a public road that is not maintained by the county. If this LID is approved and the road is improved, it will remain a "public road" that is not maintained by the county.

The proposed Starview Lane LID was presented to the Board at the October 27, 2015 Study session. The Board directed staff to proceed with scheduling the Starview Lane LID petition for Board consideration.

The LID process is initiated with a petition, signed by 60 percent of the property owners, comprising 60 percent of the total acreage in the LID, presented to the Board for consideration. In accordance with ORS 371.615 and Title 4 of the County Code, a petition requesting improvements on Starview Lane has been signed and submitted by a 94.73% majority of the property owners representing 92.50% of the land area for this proposed LID.



Capital improvement costs of this LID will be the responsibility of the benefited property owners. Costs of these improvements will be paid for by a special assessment against the properties benefited. Financing for the project will be obtained through the Finance Director using short term financing or bonded debt, with reimbursement from property owners through lump sum payment or financing over 5 years.

The preliminary cost estimate for the proposed LID is \$40,820. The community is proposing LID assessments based on a division of the road improvement costs into three sections based on length of road travelled. The estimated assessments per property are \$1,284.33, \$1,833.59 and \$2,241.79, with properties at the beginning of the road paying the lower amounts.

With the Board's initiation of this LID, subsequent steps in the process before final LID approval will include:

- Staff advances the preliminary feasibility report for Board consideration, including updated project cost estimates and an economic feasibility analysis by the Finance Department.
- Board acceptance of the preliminary feasibility report, with staff directed to notify property owners within the LID, providing a 20-day remonstrance (objection) period.
- Staff presents remonstrance period results to the Board for consideration to proceed or abandon the LID.
- Board holds public hearing to take public testimony and consider whether to approve the LID.

Upon final approval of the LID, staff would proceed with bidding and construction. Following completion of construction, a final report is submitted to the Board identifying the final project cost and assessment amount per property. The Board will take public testimony regarding the final assessment, and if approved, the Board will adopt a resolution imposing the final assessments.

This Resolution has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approves the Resolution initiating the Starview Lane LID and directing staff to advance additional analysis for future consideration of the Board.

Respectfully submitted,

Kenneth Kent, DTD Engineering, Senior Planner

A Resolution to Initiate a  
Local Improvement District  
for Street And Storm Drainage  
Improvements to Starview Lane

Resolution No.  
Page 1 of 2

**WHEREAS**, a petition has been received by the Department of Transportation and Development requesting a Local Improvement District be formed for street and storm drainage improvements for Starview Lane, located in Sections 12B and 12C, T3, R3E, W.M., Clackamas County, Oregon (the "Petition").

**WHEREAS**, said Petition contains signatures of 94.73% of the owners, representing 92.50% of the land abutting the improvements; and

**WHEREAS**, the Petition requests improvement to a standard acceptable by the County's Engineering Section for a public road, including engineering; and

**WHEREAS**, ORS 371.615 permits proceedings to cause any improvement to be constructed in an unincorporated area to be initiated by the county governing body by resolution or by a petition signed by not less than 60 percent of the owners of the land representing not less than 60 percent of the land abutting on the proposed improvement.

**NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby resolve:** to accept the Petition to form a Local Improvement District pursuant to Clackamas County Code Chapter 4.02 and ORS 371.065 to 371.660 for the street and storm drainage improvement for Starview Lane, located in Sections 12B and 12C, T3, R3E, W.M., Clackamas County, Oregon and to initiate proceedings to cause said improvements to Starview Lane to be constructed; and,

**IT IS FURTHER RESOLVED** that the Director of the Department of Transportation and Development for Clackamas County be hereby directed to investigate the proposed improvement and report to this Board the Director's judgment as to the feasibility of such proposed improvement, and if in the Director's judgment the improvement is feasible, the Director shall further make and report to this Board the following:

1. Preliminary plans for the improvements to be constructed;
2. Estimated costs of construction of the improvements;
3. Recommendation as to the method of assessment to be used to arrive at a fair apportionment of the whole or any portion of the cost of the improvements to the property owner(s) specifically benefited;

A Resolution to Initiate a  
Local Improvement District  
for Street And Storm Drainage  
Improvements to Starview Lane

Resolution No.  
Page 2 of 2

4. Description and assessed value of each lot, parcel of land or portion thereof to be specifically benefited by the improvements, with names of the owners of record thereof; and

**IT IS FURTHER RESOLVED** that the Clackamas County Finance Director be hereby directed to provide this Board with financing recommendations, guidelines and criteria for timely repayment of the construction and administrative costs associated with this project.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**PETITION OF PROPERTY OWNERS TO FORM  
LOCAL IMPROVEMENT DISTRICT FOR STARVIEW LANE**

IN THE MATTER OF THE IMPROVEMENT OF  
**Starview Lane**

LOCATED IN SECTION(S): 12B and 12C, T.3, R.3E, W.M.  
IN CLACKAMAS COUNTY OREGON

**Proposed LID Improvement**

Repair portions of road surface between Creek Road and Winterview Lane: 5,600 square feet of 2" Asphalt patch, Road subgrade repair, Shoulder repair, Ditch cleaning, and Drainage improvements

Estimated Total Project Cost: \$40,820\*

Estimated Cost per property (16 of 19 Lots): **\$2,241.79**

Estimated Cost for (2 of 19 Lots) 19505 and 19496 S Starview Lane: **\$1,833.59**

Estimated Cost per property (1 of 19 Lots) 19623 S Creek Road: **\$1,284.33**

To: THE BOARD OF COUNTY COMMISSIONERS, CLACKAMAS COUNTY, OREGON

We, the undersigned owners of property abutting the proposed improvement of **Starview Lane** and living in an unincorporated area of Clackamas County, Oregon do hereby petition pursuant to the provisions of County Code Chapter 4.02 and ORS 371.605 to 371.660 for the improvement of said public road.

**PROPERTY OWNER'S ACKNOWLEDGMENT**

By this petition we, the undersigned abutting owners, declare our intent that all necessary actions be taken, in accordance with County Code Chapter 4.02 and ORS 371.605 to ORS 371.660, to accomplish the improvement of said roads as described above and in the attached Preliminary Cost Estimate, to a level of improvement acceptable to Clackamas County, including storm drainage facilities and driveways as required.

In consideration of your constructing said improvement, we agree to pay Clackamas County, Oregon, our proportional share of the total cost of constructing said improvements.

We understand that County Code Chapter 4.02 and ORS 371.615 requires signatures of not less than 60% of the land owners of not less than 60% of the land abutting the proposed improvements to cause improvement proceedings to be initiated.

We acknowledge that by signing this petition, proceedings may be initiated by the Board of County Commissioners, and this LID can be approved with a vote of 50% or more of the property owners.

*\* Costs are estimated and will be subject to further engineering review and fine tuning if this petition moves forward in the LID process. The costs may increase or decrease during the process and the final cost will not be determined until the project is bid and construction is completed.*

**NOTICE TO PETITION CIRCULATORS**

If owner of property is a corporation, the petition must be signed in the name of the Corporation by its president or secretary.

If the name of the owner is signed by an agent or person holding power of attorney, inquiry must be made as to the agent's authority of attorney in Fact to sign.

All owners must sign if the property is jointly owned, this includes husband and wife. Both parties of a contract purchase agreement must sign: the purchaser and the contract holder.

**Circulator of Petition:**

I, Dale A. Williamson Certify that I circulated this petition and attached signature sheets and verify to the best of my knowledge that all information and signatures obtained are true and correct.

Dale A. Williamson  
(Signature) Notary Required

19333 S. Starview Ln.  
(Address)


Oregon City, OR 97045  
(City, State, Zip)

503-631-7640 wmson@ccgmail.net  
(Phone) (e-mail)

State of OREGON  
County of Clackamas

Signed or attested before me on June 8, 2015 by Dale A. Williamson

Lori E Phillips  
Notary Public – State of Oregon



OFFICIAL SEAL  
LORI E PHILLIPS  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 476765  
MY COMMISSION EXPIRES APRIL 07, 2017

Attachments: LID Map  
Preliminary Cost Estimate

**Petition of Property Owners to Form Local Improvement District for Starview Lane**

**NOTE:** The petitioner is urged to thoroughly understand the importance of this petition before signing and, if he or she intends to sign the petition, is further urged to fill out completely and accurately all requested information. The signing of this petition means that if the improvement is authorized, the work will be done, and the cost will be assessed and may be paid in a lump sum after completion or financed and paid semi-annually over 5 years, in accordance with County Code Chapter 4.02.

**Proposed LID Improvement**

Repair portions of road surface between Creek Road and Winterview Lane: 5,600 square feet of 2" Asphalt patch, Road subgrade repair, Shoulder repair, Ditch cleaning, and Drainage improvements.

Estimated Total Project Cost: \$40,820

Estimated Cost per property (16 of 19 Lots): **\$2,241.79**

Estimated Cost for (2 of 19 Lots) 19505 and 19496 S Starview Lane: **\$1,833.59**


Estimated Cost per property (1 of 19 Lots) 19623 S Creek Road: **\$1,284.33**

**By signing below, you acknowledge you have read the entire petition form.**

32E12B 03300  
(Tax Lot Number)

- Sole Owner
- Husband & Wife
- Partnership
- Corporation

Speasl, Justin A.  
(Owner #1 Name)

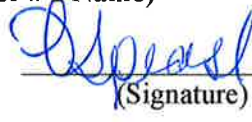
  
(Signature)

19344 S. Starview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503-949-2316  
(Phone)

Speasl, Tabitha B  
(Owner # 2 Name)

  
(Signature)

19344 S. Starview Ln.  
(Address)

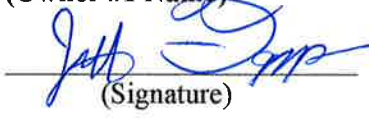
Oregon City, OR 97045  
(City/State/Zip)

503-949-2316  
(Phone)

32E12B 03003  
(Tax Lot Number)

- Sole Owner
- Husband & Wife
- Partnership
- Corporation

Tapp, Jeffery W  
(Owner #1 Name)

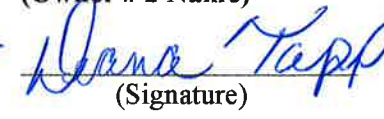
  
(Signature)

P.O. Box 2440  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503-545-4584  
(Phone)

Tapp, Deana J  
(Owner # 2 Name)

  
(Signature)

P.O. Box 2440  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503-631-2418  
(Phone)

**Petition of Property Owners to Form Local Improvement District for Starview Lane**

**NOTE:** The **petitioner** is urged to thoroughly understand the importance of this petition before signing and, if he or she intends to sign the petition, is further urged to fill out completely and accurately all requested information. The signing of this petition means that if the improvement is authorized, the work will be done, and the cost will be assessed and may be paid in a lump sum after completion or financed and paid semi-annually over 5 years, in accordance with County Code Chapter 4.02.

**Proposed LID Improvement**

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Estimated Total Project Cost: \$40,820

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Estimated Cost for (2 of 19 Lots) 19505 and 19496 S Starview Lane: **\$1,833.59**

Estimated Cost per property (1 of 19 Lots) 19623 S Creek Road: **\$1,284.33**

**By signing below, you acknowledge you have read the entire petition form.**

32E12B 02900  
**(Tax Lot Number)**

Chess, Jill  
**(Owner #1 Name)**

- Sole Owner
- Husband & Wife
- Partnership
- Corporation

Jill A. Chess  
(Signature)

P.O. Box 3148  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

(971) 678-8231  
(Phone)

32E12C 01904  
**(Tax Lot Number)**

Simmons, Keith  
**(Owner #1 Name)**

- Sole Owner
- Husband & Wife
- Partnership
- Corporation

Keith Simmons  
(Signature)

17171 S. Winterview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503 631 3539  
(Phone)

**Petition of Property Owners to Form Local Improvement District for Starview Lane**

**NOTE:** The **petitioner** is urged to thoroughly understand the importance of this petition before signing and, if he or she intends to sign the petition, is further urged to fill out completely and accurately all requested information. The signing of this petition means that if the improvement is authorized, the work will be done, and the cost will be assessed and may be paid in a lump sum after completion or financed and paid semi-annually over 5 years, in accordance with County Code Chapter 4.02.

**Proposed LID Improvement**

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Estimated Cost per property (16 of 19 Lots): **\$2,241.79**

Estimated Cost for (2 of 19 Lots) 19505 and 19496 S Starview Lane: **\$1,833.59**

Estimated Cost per property (1 of 19 Lots) 19623 S Creek Road: **\$1,284.33**

**By signing below, you acknowledge you have read the entire petition form.**

32E12C 01801  
(Tax Lot Number)

Mellis, James  
(Owner #1 Name)

- Sole Owner
- Partnership
- Corporation

  
(Signature)

19505 S. Starview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

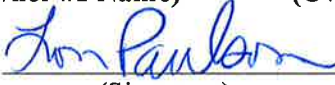
503 631 4622  
(Phone)


32E12C 01900  
(Tax Lot Number)

Paulson, Lon  
(Owner #1 Name)

Paulson, Charlene  
(Owner # 2 Name)

- Sole Owner
- Husband & Wife
- Partnership
- Corporation

  
(Signature)

  
(Signature)

17100 S. Winterview Ln  
(Address)

17100 S. Winterview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

Oregon City, OR 97045  
(City/State/Zip)

503-631-7978  
(Phone)

503-631-7978  
(Phone)



## Petition of Property Owners to Form Local Improvement District for Starview Lane

**NOTE:** The petitioner is urged to thoroughly understand the importance of this petition before signing and, if he or she intends to sign the petition, is further urged to fill out completely and accurately all requested information. The signing of this petition means that if the improvement is authorized, the work will be done, and the cost will be assessed and may be paid in a lump sum after completion or financed and paid semi-annually over 5 years, in accordance with County Code Chapter 4.02.

### Proposed LID Improvement

Repair portions of road surface between Creek Road and Winterview Lane: 5,600 square feet of 2" Asphalt patch, Road subgrade repair, Shoulder repair, Ditch cleaning, and Drainage improvements.

Estimated Total Project Cost: \$40,820

Estimated Cost per property (16 of 19 Lots): **\$2,241.79**

Estimated Cost for (2 of 19 Lots) 19505 and 19496 S Starview Lane: **\$1,833.59**

Estimated Cost per property (1 of 19 Lots) 19623 S Creek Road: **\$1,284.33**

By signing below, you acknowledge you have read the entire petition form.

32E12B 03502  
(Tax Lot Number)

- Sole Owner  
 Husband & Wife  
 Partnership  
 Corporation

Smith, Casey Lee  
(Owner #1 Name)

Casey Lee Smith  
(Signature)

17001 S. Winterview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503-799-1007  
(Phone)

Smith, Julie Lee  
(Owner # 2 Name)

Julie Lee Smith  
(Signature)

17001 S. Winterview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503-704-5573  
(Phone)

32E12B 03501  
(Tax Lot Number)

- Sole Owner  
 Husband & Wife  
 Partnership  
 Corporation

Sorensen, Paul J.  
(Owner #1 Name)

Paul J. Sorensen  
(Signature)

P.O. Box 1240  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503-631-4738  
(Phone)

Sorensen, Susan M  
(Owner # 2 Name)

S. Sorensen  
(Signature)

P.O. Box 1240  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

(503) 631-4738  
(Phone)

## Petition of Property Owners to Form Local Improvement District for Starview Lane

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Estimated Cost per property (1 of 19 Lots) 19623 S Creek Road: **\$1,284.33**

**By signing below, you acknowledge you have read the entire petition form.**

32E12C 01902  
(Tax Lot Number)

- Sole Owner  
 Husband & Wife  
 Partnership  
 Corporation

Gallagher, John  
(Owner #1 Name)

  
(Signature)

17041 S Winterview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503-349-8694  
(Phone)

Gallagher, Kim H  
(Owner # 2 Name)

  
(Signature)

17041 S Winterview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503-631-8573  
(Phone)

32E12B 03400  
(Tax Lot Number)

- Sole Owner  
 Husband & Wife  
 Partnership  
 Corporation

Garfield, Scott D (co-trustee)  
(Owner #1 Name)

  
(Signature)

19322 S. Starview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

507-631-7610  
(Phone)

## Petition of Property Owners to Form Local Improvement District for Starview Lane

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**By signing below, you acknowledge you have read the entire petition form.**

32E12B 02902  
(Tax Lot Number)

Tracy, Penny M  
(Owner #1 Name)

- Sole Owner  
 Husband & Wife  
 Partnership  
 Corporation

Penny M Tracy  
(Signature)

19416 S. Starview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503 631 8221  
(Phone)

32E12B 03301  
(Tax Lot Number)

Williamson, Dale A  
(Owner #1 Name)

- Sole Owner  
 Husband & Wife  
 Partnership  
 Corporation

Dale A. Williamson  
(Signature)

19333 S. Starview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503-631-7640  
(Phone)

## Petition of Property Owners to Form Local Improvement District for Starview Lane

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**By signing below, you acknowledge you have read the entire petition form.**

32E12C 01903  
(Tax Lot Number)

- Sole Owner  
 Husband & Wife  
 Partnership  
 Corporation

Hamberg, Kurtis  
(Owner #1 Name)

  
(Signature)

17105 S. Winterview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503-631-2270  
(Phone)

Hamberg, Joy  
(Owner #2 Name)

  
(Signature)

17105 S. Winterview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503-631-2270  
(Phone)

32E12C 01901  
(Tax Lot Number)

- Sole Owner  
 Husband & Wife  
 Partnership  
 Corporation

Hodge, Dale  
(Owner #1 Name)

  
(Signature)

17023 S. Winterview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503-789-2087  
(Phone)

## Petition of Property Owners to Form Local Improvement District for Starview Lane

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32E12C 01905  
(Tax Lot Number)

- Sole Owner  
 Husband & Wife  
 Partnership  
 Corporation

Kuykendall, Dale A  
(Owner #1 Name)

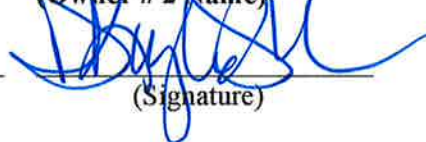
  
(Signature)

17200 S. Winterview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503-887-4178  
(Phone)

Kuykendall, Dianne M  
(Owner # 2 Name)

  
(Signature)

17200 S. Winterview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503-887-4178  
(Phone)

32E12B 02703  
(Tax Lot Number)

- Sole Owner  
 Husband & Wife  
 Partnership  
 Corporation

Lawrence, Russell A.  
(Owner #1 Name)

  
(Signature)

19478 S. Starview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503-631-8184  
(Phone)

Lawrence, Carol A.  
(Owner # 2 Name)

  
(Signature)

19478 S. Starview Ln  
(Address)

Oregon City, OR 97045  
(City/State/Zip)

503-631-8184  
(Phone)

**Petition of Property Owners to Form Local Improvement District for Starview Lane**

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**Proposed LID Improvement**

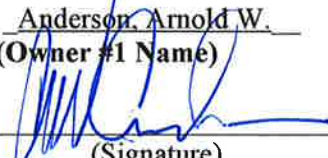
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**By signing below, you acknowledge you have read the entire petition form.**

32E12C 01700  
 (Tax Lot Number)


- Sole Owner
- Husband & Wife
- Partnership
- Corporation

Anderson, Arnold W.  
 (Owner #1 Name)  
  
 (Signature)

19623 S. Creek Rd  
 (Address)

Oregon City, OR 97045  
 (City/State/Zip)

503-971-1352  
 (Phone)  
971-333-1352

Anderson, Sandra J  
 (Owner # 2 Name)  
  
 (Signature)

19623 S. Creek Rd  
 (Address)

Oregon City, OR 97045  
 (City/State/Zip)

971-333-1352  
 (Phone)

32E12B 02700  
 (Tax Lot Number)

- Sole Owner
- Husband & Wife
- Partnership
- Corporation

Anderson, Leonard J  
 (Owner #1 Name)  
 \_\_\_\_\_  
 (Signature)

19440 S. Starview Ln  
 (Address)

Oregon City, OR 97045  
 (City/State/Zip)

\_\_\_\_\_  
 (Phone)

Anderson, Debbie V.  
 (Owner # 2 Name)  
 \_\_\_\_\_  
 (Signature)

19440 S. Starview Ln  
 (Address)

Oregon City, OR 97045  
 (City/State/Zip)

\_\_\_\_\_  
 (Phone)

*Couldn't reach*

**Petition of Property Owners to Form Local Improvement District for Starview Lane**

**NOTE:** The **petitioner** is urged to thoroughly understand the importance of this petition before signing and, if he or she intends to sign the petition, is further urged to fill out completely and accurately all requested information. The signing of this petition means that if the improvement is authorized, the work will be done, and the cost will be assessed and may be paid in a lump sum after completion or financed and paid semi-annually over 5 years, in accordance with County Code Chapter 4.02.

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Estimated Cost per property (1 of 19 Lots) 19623 S Creek Road: **\$1,284.33**

**By signing below, you acknowledge you have read the entire petition form.**

32E12B 02702  
(Tax Lot Number)

- ( ) Sole Owner
- () Husband & Wife
- ( ) Partnership
- ( ) Corporation

Wilson, Brett  
(Owner #1 Name)

Mary Wilson for Brett Wilson  
(Signature)

P.O. Box 483  
(Address)  
Colton, OR 97017  
(City/State/Zip)

503-805-5573  
(Phone)

*Durable power of attorney  
available upon request.*

## Starview Lane LID Preliminary Cost Estimate

**Improvement: Road Repair, Shoulder Repair, Ditch Cleaning, Drainage/ May 2015**

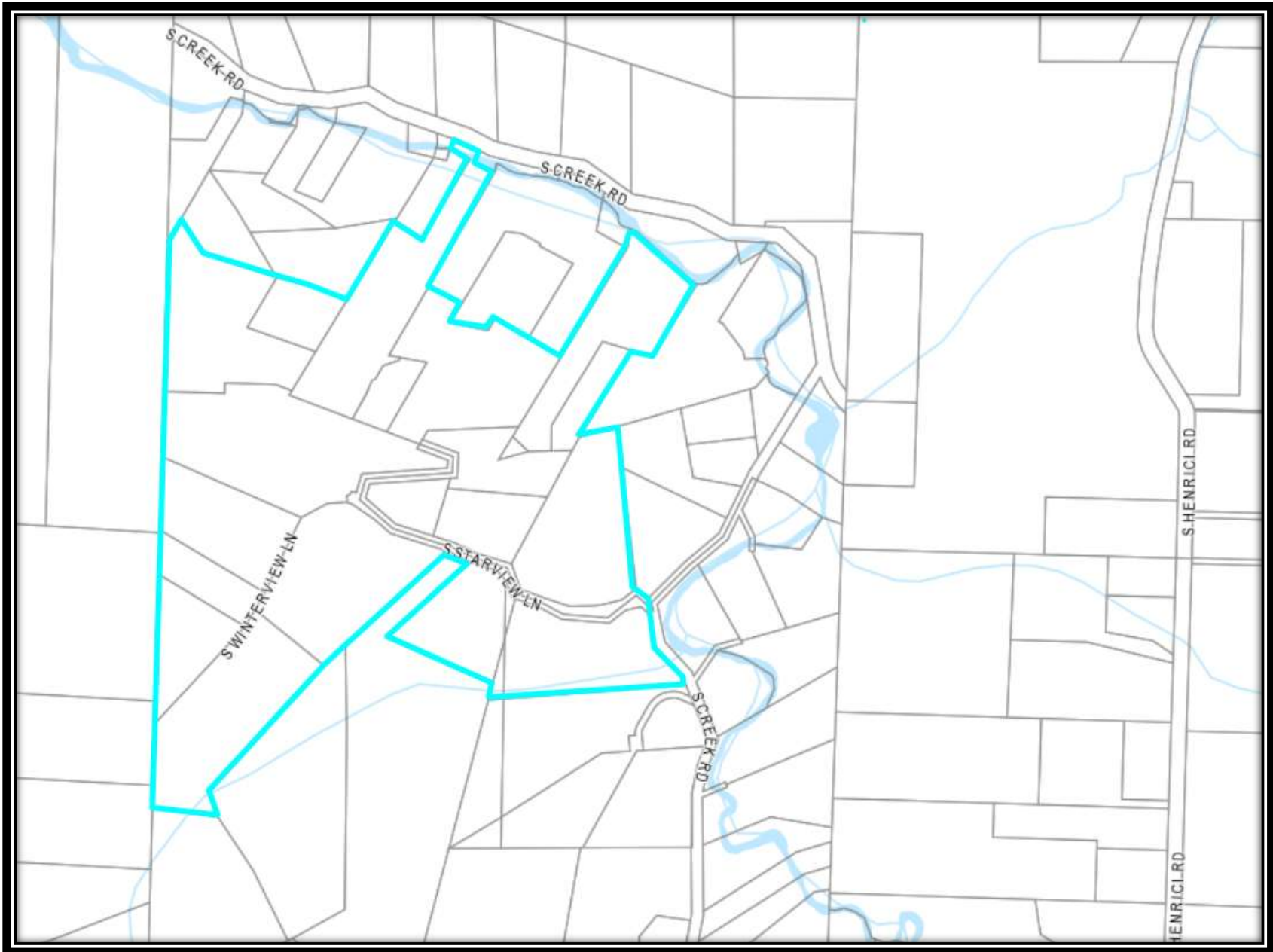
Prepared by Kenneth Kent - Clackamas County Engineering Division

**Length: 1,300'**

Bid Items	Cost
Brushing, clearing, grubbing, and ditch cleaning @\$ 5,000/mile Total 0.25	\$1,250
Excavation 72 CY @\$ 25/CY	\$1,800
AC Repair 2" (5,690 sq ft) 69 tons \$95/Ton	\$6,555
AC Driveway Crossing 4.6 tons \$95/Ton	\$437
Crushed Rock 3/4"-0, 78 Tons @ \$30/Ton	\$2,340
Crushed Road 1-1/2"-0, 14.3 Tons @ \$30/Ton	\$429
Crushed Road 3"-0, 160 Tons @ \$30/Ton	\$4,800
Saw Cutting 670 LF @ \$0.55/LF	\$369
21" HDPE pipe 40 LF @ \$50/LF	\$2,000
4" Perf pipe w/sock 50 LF	\$150
Temporary Protection and Direction of Traffic	\$1,250
Mobilization	\$2,500
<b>Construction Costs</b>	<b>\$23,880</b>
Contingency 15%	\$3,582
Legal Admin (Flat Rate)	\$5,000
Engineering/Construction management 35%	\$8,358
<b>Total Road Improvement Project Cost</b>	<b>\$40,820</b>

This is preliminary estimate of the costs to complete the proposed LID improvements for the purpose of the initial LID petition process. It is based on the most current contracted prices from ODOT and Clackamas County. All prices are subject to change when a detailed design is developed and the contract is bid.





**Starview Lane Local Improvement District**





**LANE MILLER**  
MANAGER

**PURCHASING DIVISION**

**PUBLIC SERVICES BUILDING**

2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval to Purchase two 114SD Freightliner Dump Trucks  
From McCoy Freightliner for the Department of Transportation and Development

<b>Purpose/Outcomes</b>	Approval to Purchase two 114SD Freightliner Dump Trucks that will replace vehicles #473 and 476, which has reached the end of their usable service life.
<b>Dollar Amount and Fiscal Impact</b>	The cost for each vehicle is \$ 167,941.00. For a total cost of \$335,882.00
<b>Funding Source</b>	Funds for this purchase have been budgeted under Road Funds, FY 2015/2016 under line; 215-7433-00-485520.
<b>Safety Impact</b>	None
<b>Duration</b>	None
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Warren Gadberry at 503-650-3988
<b>Contract No.</b>	PA -5560

**BACKGROUND:**

The Transportation Maintenance Division is ready to proceed with the purchase of two 114SD Freightliner Dump Trucks. The two Dump Trucks will be purchased through the Oregon Department of Administrative Services (DAS) PA-5560 Cooperative Purchase Program price agreement contract from McCoy Freightliner in Portland, Oregon. The trucks will be used for general road maintenance work. The units will replace vehicles #473 and 476 which are at the end of their usable service life. This purchase has been reviewed by County Counsel.

This Permissive Cooperative Procurement complies with ORS 279A.215 and qualifies for an exemption from formal competitive bidding under LCRB Rule C-046-0430; Contracts for the purchase of goods or services where competitive offers for the same goods or services have been obtained by any other public agency which subscribes to the basic intent of ORS Chapter 279.

**RECOMMENDATION:**

Staff respectfully recommends that the Board give approval to the Clackamas County Department of Transportation and Development, Transportation Maintenance Division to purchase two 114SD Freightliner Dump Trucks. Total purchase amount not to exceed \$335,882.00.

Respectfully Submitted,

\_\_\_\_\_  
Dan Nenow, C. P. M.  
Purchasing Staff

Placed on the Agenda of \_\_\_\_\_ by the Purchasing Division



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

Feb. 25<sup>th</sup>, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval of a Contract with Mag LLC for the Clackamas County  
Parking Lot Improvement at 11<sup>th</sup> and Main Street, Oregon City**

<b>Purpose/Outcomes</b>	<b>Approval of Contract</b>
<b>Dollar Amount and Fiscal Impact</b>	<b>Contract maximum value is \$352,685.10</b>
<b>Funding Source</b>	<b>Budget Line: 420-0221-00-481200-77109 Fiscal year 2015-2016</b>
<b>Duration</b>	<b>Contract signing through December 31st, 2016</b>
<b>Previous Board Action</b>	
<b>Strategic Plan Alignment</b>	<b>1. To provide a well-designed facility to meet the needs of groups within the County</b>
<b>Contact Person</b>	<b>Dan Robertson – Building Construction Supervisor – 503-557-6419</b>
<b>Contract No.</b>	

**BACKGROUND:**

Clackamas County Purchased property in downtown Oregon City in order to provide parking for County employees that work in nearby buildings in addition to providing parking spaces required by the City of Oregon City in association with the Courthouse Sallyport Addition. The current condition of the property is paved surface, retaining walls and a small building, all of which are in poor condition.

In order to meet the City of Oregon City's requirements to be zoned for a parking lot, certain improvements are required. Improvements to the property include new retaining walls, storm drainage facilities, landscaping, sidewalks and street lighting conduit. The design and engineering for this project has been completed. This contract will provide the demolition and construction aspects of the project.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the contract with Mag LLC for the Clackamas County Parking Lot Improvement at 11<sup>th</sup> and Main Street, Oregon City.

Respectfully submitted,

Marc Gonzales  
Finance Director

Placed on the board agenda of \_\_\_\_\_ by the Procurement Division.



LANE MILLER  
MANAGER

PURCHASING DIVISION

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

February 25, 2016

## MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **February 25, 2016** this contract with MAG LLC for the **Clackamas County Parking lot Improvement at 11<sup>th</sup> and Main Street, Oregon City** for Clackamas County Facilities Management. This project was requested by Dan Robertson, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Thirty-four bid packets were sent out with thirteen bids received: MAG LLC - \$352,685.10; Jim Smith Excavating - \$376,445.70; Paul Brothers - \$383,593.32; Eagle-Elsner - \$399,091.50; Benchmark - \$402,629.00; Westech Construction - \$414,097.50; Colf Construction - \$416,178.00; Banzer Construction - \$417,625.00; Kodiak Pacific - \$464,464.00; Elting NW - \$474,385.00; GT General Contracting - \$498,843.49; S2 Contractors - \$597,903.00; and LCD - \$622,955.42. After review of all bids, MAG LLC was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$352,685.10. All work is to be substantially completed by June 30, 2016 with a contract completion date of June 30, 2017. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 420-0221-00-481200-77109 for fiscal years 2015/2016 and 2016/2017.

Respectfully Submitted,

Kathryn M. Holder  
Purchasing Staff

**CONTRACT WITH MAG LLC FOR THE CLACKAMAS COUNTY PARKING LOT  
IMPROVEMENT AT 11<sup>TH</sup> AND MAIN STREET, OREGON CITY**

THIS CONTRACT made and entered into in triplicate by and between Clackamas County, a political subdivision of the State of Oregon hereinafter called "COUNTY" and MAG LLC, hereinafter called "CONTRACTOR", which parties do hereby agree as follows:

**Section 1. Incorporation of Full Terms and Conditions:** 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 written and signed by authorized agents of both parties.

**Section 2. Contract Documents:** The complete Contract consists of the following documents: the Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance Bond and the Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the Standard Specifications and Special Provisions, the Plans, Drawings and Exhibits, this agreement including Sections 1-33, and any and all addenda prepared by or at the direction of and adopted by the COUNTY and entitled **CLACKAMAS COUNTY PARKING LOT IMPROVEMENT AT 11<sup>TH</sup> AND MAIN STREET, OREGON CITY**, and further identified by the signature of the parties to this Contract and all modifications thereof incorporated in the documents before their execution.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Should any dispute arise respecting interpretation of the specifications during the performance of this Contract, such dispute shall be decided by the COUNTY and the decision shall be final and conclusive.

**Section 3. Work to be Done:** The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in good and workmanlike manner the project entitled **CLACKAMAS COUNTY PARKING LOT IMPROVEMENT AT 11<sup>TH</sup> AND MAIN STREET, OREGON CITY** for the contract price of **\$352,685.10** in strict conformity with the Contract Documents. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and the work performed and completed in accordance with specifications, and subject to the inspection and approval of the COUNTY.

**Section 4. Completion Time and Duration of Contract.** Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be substantially completed by June 30, 2016 with a contract completion date of June 30, 2017. Seeding and plant establishment are to be completed by June 30, 2017.** The project is to commence within ten (10) calendar days after the date of Notice To Proceed by the COUNTY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly. If said CONTRACTOR shall be delayed in said work by acts of God, or of the public enemy, fire, flood, epidemics, quarantine restrictions, strikes, labor disputes, freight embargoes, or neglect of said COUNTY, or its employees, or those under it by contract or otherwise, or by changes ordered in the work, or delay authorized by the COUNTY, then the time of completion shall be extended as outlined in Section 23 herein.

**Section 5. Contract Payments:** The COUNTY promises and agrees, upon the performance and fulfillment of the covenants aforesaid, to pay the CONTRACTOR for said work in the manner provided by law and in the specifications the prices fixed in the CONTRACTOR'S Bid Proposal for said work as set forth herein under the Schedule of Bid Prices. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent COUNTY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice.

**Section 6. Permits-Licenses-Safety:** The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work as required by the COUNTY. 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 unnecessarily endanger either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the COUNTY.

**Section 7. Materials-Improvements:** Title to materials, improvements and other property required of the CONTRACTOR by this Contract shall vest in and become the property of the COUNTY at the time such are tendered by the CONTRACTOR and accepted by the COUNTY. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so furnished by the CONTRACTOR.

**Section 8. Responsibility for Work:** Prior to completion and final acceptance of work, the CONTRACTOR shall be 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.

**Section 9. Final Inspection:** Except as otherwise provided in the Special Provisions of this Contract, the COUNTY shall make final inspection of work done by the CONTRACTOR within 10 days after written notification to the COUNTY by the CONTRACTOR that the work is completed. If the work is not acceptable to the COUNTY, the COUNTY shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before final acceptance by the COUNTY can be made.

**Section 10. Materials from County Property:** The CONTRACTOR shall not take, sell, use, remove or otherwise dispose of any sand, gravel, rock, earth, firewood, and/or other material obtained or produced from the project site, within the limits of rights-of-way, gravel pits, rock quarries or other property owned by or held by the COUNTY unless specially authorized by this Contract or by written consent of the COUNTY.

**Section 11. Prosecution of the Work:** The CONTRACTOR shall not commence work under this Contract until the CONTRACTOR and every subcontractor has a public works bond filed with the Construction Contractors Board in accordance with ORS 279C.830, all other bonding and insurance requirements have been met, and a Notice to Proceed has been issued.

**Section 12. Emergency Conditions-Suspension of Activities:** The COUNTY shall have the authority to suspend, wholly or in part, the activities of the CONTRACTOR and contractors and subcontractors of the CONTRACTOR under this Contract for such period or periods of time as the COUNTY may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

## **OTHER PAYMENTS**

### **Section 13. Payments, Contributions and Liens:**

- (1) Under the provisions of ORS 279C.505 the CONTRACTOR shall:
  - (a) 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.
  - (b) Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
  - (c) 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.
  - (d) Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.
- (2) If the Contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.
- (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 COUNTY 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, provided that the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

(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.

**Section 14. Medical Care:** The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

## **LABOR LAWS - WAGE RATES**

**Section 15. Labor Laws and Prevailing Wages:** If the Contract is for a public work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq.), no bid will be received or considered by the public contracting agency unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq. are to be complied with. Insofar as applicable to the work to be done under this Contract, the CONTRACTOR shall pay prevailing wages and comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279C, which relates to wage rates to be paid on public works. Under such laws, no person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and one-half pay: (A) for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday; or (B) for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive days, Monday through Friday; and (C) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. Employers must give written notice to employees of the days and hours of required work.



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.

(1) Each worker in each trade or occupation employed in the performance of the Contract either by the CONTRACTOR, subcontractor or other person doing or contracting for the whole or any part of the work on this Contract shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

(2) In the case of contracts for personal services as defined in ORS 279C.100, employees shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals who are excluded under ORS 653.020 or under 29 USC Section 201 to 219 from receiving overtime.

### **INDEMNITY – INSURANCE – BONDS**

**Section 16. Indemnity:** The CONTRACTOR agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof (including attorney's fees), 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 or agents.

### **Section 17. Insurance:**

#### **A. COMMERCIAL GENERAL LIABILITY**

Required by COUNTY                       Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY 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 COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The COUNTY, at its option, may require a complete copy of the above policy.

#### **B. AUTOMOBILE LIABILITY**

Required by COUNTY                       Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property,

including loss of use thereof in any way related to this Contract. The COUNTY, at its option, may require a complete copy of the above policy.

**C. PROFESSIONAL LIABILITY**

Required by COUNTY                       Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Contract. The COUNTY, at its option, may require a complete copy of the above policy.

**D. POLLUTION LIABILITY INSURANCE**

Required by COUNTY                       Not required by COUNTY

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 COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in addition to or 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 COUNTY for review and approval.

**E. The certificate of insurance, other than the Worker's Compensation insurance, shall include the COUNTY, and its officers, commissioners, agents and employees as expressly scheduled additional insureds 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 COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self insurance maintained by the COUNTY shall be excess and shall not contribute to it.

**F.** If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

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

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the CONTRACTOR to the COUNTY.

This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

**H.** The CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the CONTRACTOR under this Contract, unless this requirement is expressly modified or waived by the COUNTY in writing.

**Section 18. Bonds:** The CONTRACTOR agrees to furnish to the COUNTY bonds covering the performance of the Contract and the payment of obligations each in the amount equal to the full amount of the Contract as it may be amended. 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 COUNTY.

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 COUNTY 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.

The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS279C.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.

**Section 19. Acceptance of Bond and Insurance:** The bond and insurance required by this Contract shall be furnished to the COUNTY within 10 days of the date of this Contract, and no operation shall be started prior to written acceptance of said bond and insurance by the COUNTY.

## **ADMINISTRATION OF CONTRACT**

**Section 20. Extension of Time:** An extension of time on this Contract may be made by the COUNTY only upon written request from the CONTRACTOR and with the written consent of the surety of the CONTRACTOR. Such extension will be granted only upon a showing by the CONTRACTOR that the failure to perform this Contract within the specified period was due to causes beyond the control of the CONTRACTOR and without fault or negligence of the CONTRACTOR. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the CONTRACTOR from completing this contract within the specified time.

**Section 21. Alterations in Details:** The COUNTY reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; provided however, such changes or alterations shall not change the character of the work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract nor release the surety of the CONTRACTOR on the performance bond and the CONTRACTOR agrees to do the work as changed or altered as if it had been a part of the original contract.

**Section 22. Adjustment of Contract:** Notwithstanding any other provisions of this contract, the COUNTY may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the CONTRACTOR and in no way connected with negligent acts or omissions of the CONTRACTOR or the representatives, employees or contractors of the CONTRACTOR. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; provided however, that any loss or cost to third parties is in no way recoverable from the COUNTY through action or otherwise by third parties, and provided further, the CONTRACTOR make written application to the COUNTY within 30 days after the event.

**Section 23. Violations, Suspension and Cancellation:** If the CONTRACTOR violates any of the provisions of this Contract, the COUNTY, may, after giving written notice, suspend any further operations of the CONTRACTOR under this Contract, except such operations as may be necessary to remedy any violations. If the CONTRACTOR fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this section, the

COUNTY may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the COUNTY by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds.

**Section 24. Subletting of Contract:** It is understood and agreed that if all or any part of the work to be done under this Contract is subcontracted such subcontracting done by the CONTRACTOR or otherwise shall in no way relieve the CONTRACTOR of any responsibility under this Contract. The CONTRACTOR shall notify the COUNTY, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the work to be done under this Contract.

**Section 25. Assignment of Contract:** The CONTRACTOR agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, or the power of the CONTRACTOR to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the COUNTY.

**Section 26. Notices:** Any written notice to the CONTRACTOR which may be required under this Contract to be served on the CONTRACTOR by the COUNTY may be served by personal delivery to the CONTRACTOR or the designated representative or representatives of the CONTRACTOR, or by mailing the notice to the address of the CONTRACTOR as such is given in the Contract, or by leaving the notice at said address. Should the CONTRACTOR be required to notify the COUNTY concerning the progress of the work to be done, or concerning any matter or complaint which the CONTRACTOR may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the COUNTY in person or mailed to the COUNTY.

**Section 27. Authorized Representative:** During any period of operations or activity on the project entitled **CLACKAMAS COUNTY PARKING LOT IMPROVEMENT AT 11<sup>TH</sup> AND MAIN STREET, OREGON CITY**, and during any period of doing the work required by this Contract on location, the CONTRACTOR shall have a designated representative or representatives available to the COUNTY on the area or work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the CONTRACTOR any notice or instructions from the COUNTY and to take such action as may be required in regard to performance of the CONTRACTOR under this Contract. The COUNTY shall designate to the CONTRACTOR, the authorized representative/project manager”, or his or her designee as authorized field representative who shall be authorized to receive notices, inspect progress of work, and issue instructions in regard to performance under the terms of this Contract.

**Section 28. Inspection:** The COUNTY, through its authorized representative/project manager or his or her 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.

**Section 29. Removal of Equipment and Materials:** It is understood and agreed that the CONTRACTOR, upon completion of the requirements of this Contract, is to promptly remove from the work location, and other property owned or controlled by the COUNTY, all equipment, materials and other property the CONTRACTOR has placed or caused to be placed thereon that is not to become the property of the COUNTY. It is further understood and agreed that any such equipment, materials and other property that are not removed within 30 days after the day the project work is accepted by the COUNTY, or within such longer time as may be agreed upon in writing between the CONTRACTOR and the COUNTY, shall become the property of the COUNTY and may be used or otherwise disposed of by the COUNTY without obligation to the CONTRACTOR or to any party to whom the CONTRACTOR may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this section shall be construed as relieving the CONTRACTOR from an obligation to clean up, and to burn, remove, or dispose of debris, waste materials, and such, in accord with other provisions of the Contract.

**Section 30. Liability of Public Officials:** In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioner, its members, officers, agents, employees, or its authorized representatives, either personally or as public officials and employees; it always being understood that in such matters they act as agents and representative of the COUNTY.

**Section 31. Laws, Regulations and Orders & Tax Law Covenant:**

(a) The CONTRACTOR at all times shall observe and comply with all federal, state and local laws and lawful regulations issued there under and all bylaws, ordinances, regulations and codes which in any manner affect the activities of the CONTRACTOR under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the CONTRACTOR.

(b) The 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 Section 32 of 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 the 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:

- (1) Termination of this Contract, in whole or in part;
- (2) 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

(3) 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.

(c) 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:

(1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(2) 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;

(3) 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

(4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

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.

**Section 32. Description of a CONTRACTOR:** The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following:

(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. 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 Oregon Public Employees Retirement System).

(c) The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, COUNTY, or federal employee.

**Section 33. Constitutional 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.

The undersigned, by its signature, agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

MAG, LLC  
605 10<sup>th</sup> Avenue North  
Cornelius, OR 97113

CLACKAMAS COUNTY BOARD OF  
COUNTY COMMISSIONERS by:

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

\_\_\_\_\_  
Chair

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone / Fax Number

\_\_\_\_\_  
183597  
CCB License Number

APPROVED AS TO FORM

\_\_\_\_\_  
325061-98  
\*Oregon Business Registry Number

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

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

\_\_\_\_\_  
Date

\*Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract.



DRAFT

Approval of Previous Business Meeting Minutes:  
February 4, 2016

(draft minutes attached)

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

*A complete video copy and packet including staff reports of this meeting can be viewed at*

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

**Thursday, February 4, 2016 – 10:00 AM**

**Public Services Building**

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

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

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **I. PRESENTATION**

1. Presentation of “Voice of the Guard” in Honor of Oregon National Guard  
Commissioner Martha Schrader introduced Frances Richey, Author of “Voices of the Guard” a book of homecoming poems woven from the words of soldiers and family members of the Oregon National Guard. Ms. Richey introduced Jack Hammond, Chip Sammons and Shelly Parini who read excerpts from the book.

*~Board Discussion~*

### **II. CITIZEN COMMUNICATION**

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

1. Tena Olson, Oregon City - spoke in support of a vehicle registration fee.
2. Les Poole, Gladstone – misc. issues including Veterans, economy, homeless problem, affordable housing, road funding.

*~Board Discussion~*

### **III. CONSENT AGENDA**

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

#### **MOTION:**

Commissioner Bernard: I move we approve the consent agenda.  
Commissioner Schrader: Second.  
Clerk calls the poll.  
Commissioner Bernard: Aye.  
Commissioner Smith: Aye.  
Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Chair Ludlow: Aye – the motion passes 5-0.

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

1. Approval of a Revenue Intergovernmental Agreement with Oregon Department of Education, Early Learning Division, for Home Visiting and Parenting Services – *Children, Youth & Families*
2. Approval of an Agency Services Contract with North Clackamas School District for Parenting Education Classes – *Children, Youth & Families*

**B. Community Corrections**

1. Approval of Amendment No. 6 to the Contract with Bridges to Change Inc. for Caseworker and Mentoring for Community Corrections Mental Health and Justice Reinvestment Programs - *Purchasing*

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office for Amendment No. 2 to the Intergovernmental Agreement with Oregon State Marine Board for the Boating Safety Action Plan - *CCOS*
3. Request by the Clackamas County Sheriff's Office for Amendment No. 3 to the Intergovernmental Agreement with Oregon State Marine Board for the Boating Safety Action Plan - *CCSO*

**D. Administration**

1. Resolution No. **2016-08** Adopting a County Energy Policy and Goals

**E. Business & Community Services**

1. Approval of Revisions to the Intergovernmental Agreement with Metro for the North Milwaukie Industrial Redevelopment Plan Project

**IV. SERVICE DISTRICT NO. 5**

1. Approval of an Intergovernmental Agreement with Oregon Department of Transportation (ODOT) for the McLoughlin Blvd. Street Lighting Project.

**V. WATER ENVIRONMENT SERVICES**

*(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)*

1. Approval of Amendment No. 3 to the Contract Documents with PeroxyChem, LLC for Pilot Trial of the Disinfection Chemical Vigorox - Second Phase - *Purchasing*

**VI. COUNTY ADMINISTRATOR UPDATE**

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

**VII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:03 PM**

**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. [www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)**



Ellen Crawford  
Director

**JUVENILE DEPARTMENT**

**Juvenile Intake and Assessment Center**  
2121 Kaen Road | Oregon City, OR 97045

February 17, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval to apply for the Mentoring for Child Victims of Commercial Sexual Exploitation (CSEC) and Domestic Sex Trafficking Initiative Grant**

<b>Purpose/ Outcomes</b>	To establish a program to identify and service youth who have been victims of or at risk of CSEC and sex trafficking; provide training to professionals throughout the County and increase public awareness to CSEC and sex trafficking.
<b>Dollar Amount and Fiscal Impact</b>	Grant value: \$450,000
<b>Funding Source</b>	Department of Justice
<b>Duration</b>	October 1, 2016 through September 30, 2019
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	This aligns with the County's strategic plan to "ensure safe, healthy and secure communities" by providing training to professionals throughout the county to identify youth victims of CSEC and sex trafficking; establishing a program to provide coordinated services to identified victims and those at risk of being victims of CSEC and sex trafficking; and raising citizen awareness to the issue of CSEC and sex trafficking.
<b>Contact Person</b>	Mark McDonnell, Assistant Director – Juvenile Department – 503-655-8342 ext 7115

**BACKGROUND:**

The commercial sexual exploitation (CSEC) and sex trafficking of children is often called a hidden epidemic. These crimes are vastly underreported, due to the difficulty of identifying victims or potential victims by untrained professionals; the activities of traffickers and buyers; the reluctance of youth to self-identify as victims and the lack of public awareness to the issue of CSEC.

Since July 2012, 30 victims of CSEC and sex trafficking have been identified in Clackamas County. Presently the county lacks the resources to address the commercial sexual exploitation and sex trafficking of children in a coordinated and collaborative manner.

**RECOMMENDATION:**

Staff recommends the Board approve the request to apply for the CSEC grant. This proposed program will provide training to over 1,000 professionals throughout the county; serve 60 youth identified as victims of or at risk of CSEC and sex trafficking; and raise the awareness of Clackamas County citizens to the issue of CSES and sex trafficking.

Respectfully submitted,

Ellen Crawford, Director  
Juvenile Department

For more information on this issue or copies of attachments contact Angela Russell, ext 7135
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## Project Abstract

The Clackamas County Juvenile Department (CCJD) is seeking funding to establish a community-based program to identify and serve victims of and those at-risk of commercial sexual exploitation (CSEC) and domestic sex trafficking of children, as well as support the continued training of community partners, enhance successful investigation and prosecution of perpetrators of CSEC and broaden public awareness of CSEC.

Grant funds will enable to county to establish a program with community agencies to provide mentoring services to all youth, including lesbian, gay, bisexual, transgender and questioning (LGBTQ) youth, under the age of eighteen, who are at risk or victims of CSEC and sex trafficking. These mentoring services will focus on strength-based and trauma-informed approaches. Youth will be provided emotional support, safety plan development, advocacy, and referrals to services, that would include mental health, emergency housing, residential or foster care placements, as well as assistance with transportation and educational services, in an effort to prevent re-entry into exploitation and trafficking. This project will continue the training of partners through the production of informational videos and cable access programming in order to increase the identification of victims by law enforcement and other agencies, as well as broaden public awareness of CSEC.

The Portland Metropolitan region, which includes Clackamas County, is bisected by Interstate 5, a nearly 1,381 mile long roadway connecting many of the most populous cities between the Canadian and Mexican borders in the western United States. I-5 allows traffickers to move their victims from city to city with relative ease. The Portland Metro area has long been considered a destination spot along the route, as a result of lax consequences for buyers, a large homeless youth population and a significant number of adult-oriented businesses. Since July 2012, 30 CSEC victims in Clackamas County have been identified, while Multnomah County has served 260 victims of CSEC victims since 2013, following the implementation of coordinated services and improvement of collaborative efforts.

During the grant period, the CCJD and its partners anticipate serving 60 youth, training over 1,000 professionals and increasing the awareness of incalculable citizens.

The CCJD and its partners are committed to providing services to the growing population of youth victims of and those at-risk of commercial sexual exploitation and sex trafficking. This grant request is for \$450,000 for three years, beginning October 1, 2016 and ending September 30, 2019.

# 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 \*\***

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

Grant Renewal?  Yes  No

Mentoring for Child Victims of Commercial Sexual Exploitation (CSEC) and Domestic Sex Trafficking Initiative

Name of Funding Opportunity: \_\_\_\_\_

Requestor Information (Name of staff person initiating form): Angela Russell

Department Fiscal Representative: Crystal Wright

Program Name or Number (please specify): \_\_\_\_\_

Brief Description of Project:

The Clackamas County Juvenile Department (CCJD) is seeking funding to establish a community-based program to identify and serve victims of and those at-risk of commercial sexual exploitation (CSEC) and domestic sex trafficking of children, as well as support the continued training of community partners, enhance successful investigation and prosecution of perpetrators of CSEC and broaden public awareness of CSEC.

Grant funds will enable to county to establish a program with community agencies to provide mentoring services to all youth, including lesbian, gay, bisexual, transgender and questioning (LGBTQ) youth, under the age of eighteen, who are at risk or victims of CSEC and sex trafficking. These mentoring services will focus on strength-based and trauma-informed approaches. Youth will be provided emotional support, safety plan development, advocacy, and referrals to services, that would include mental health, emergency housing, residential or foster care placements, as well as assistance with transportation and educational services, in an effort to prevent re-entry into exploitation and trafficking. This project will continue the training of partners through the production of informational videos and cable access programming in order to increase the identification of victims by law enforcement and other agencies, as well as broaden public awareness of CSEC.

The Portland Metropolitan region is bisected by Interstate 5, a nearly 1,381 mile long roadway connecting many of the most populous cities from the Canadian to Mexican border allowing traffickers to move their victims from city to city with relative ease. The Metro area has long been considered a destination spot along this route, as a result of lax consequences for buyers, a large homeless youth population and a significant number of adult-oriented business. Since July 2012, 30 CSEC victims in Clackamas County have been identified, while Multnomah County has served 260 victims of CSEC victims since 2013, following the implementation of coordinated services and improvement of collaborative efforts.

During the grant period, the CCJD and its partners anticipate serving 60 youth, training over 1,000 professionals and increasing the awareness of incalculable citizens.

The CCJD and its partners are committed to providing services to the growing population of youth victims of and those at-risk of commercial sexual exploitation and sex trafficking. This grant request is for \$450,000 for three years, beginning October 1, 2016 and ending September 30, 2019.

Name of Funding (Granting) Agency: US Department of Justice, Office of Justice Programs and Office of Juvenile Justice and Delinquency Prevention

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

<http://www.grants.gov/search-grants.html?agencies%3DUSDOJ%7CDepartment%20of%20Justice>

**OR**

Application Packet Attached:  Yes  No

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

**Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep (REQUIRED)**

Competitive Grant       Non-Competing Grant/Renewal       Other      Notification Date: \_\_\_\_\_

Announcement Date: 12/30/2015      Announcement/Opportunity #: OJJDP-2016-9143

Grant Category/Title: Commercial Sexual Exploitation and Domestic Sex Trafficking Initiative      Max Award Value: \$450,000

Allows Indirect/Rate: Yes      Match Requirement: \$0

Application Deadline: 3/7/2016      Other Deadlines: \_\_\_\_\_

Grant Start Date: 10/1/2016      Other Deadline Description: \_\_\_\_\_

Grant End Date: 9/30/2019

Completed By: Angela Russell

Pre-Application Meeting Schedule: Grant meetings occurring weekly since January 21, 2015



### **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?*

This aligns with the County's strategic plan to "ensure safe, healthy and secure communities" and Juvenile Department's mandate to serve the youth in the county. By providing training to professionals throughout the county to identify youth victims of CSEC and sex trafficking; establishing a program to provide coordinated services to identified victims and those at risk of being victims of CSEC and sex trafficking; and raising citizen awareness to the issue of CSEC and sex trafficking.

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

N/A

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

Community partners are best suited to provide the direct services to youth due to confidentiality requirements. However the county, and the Juvenile Department particularly, is best positioned to administer the grant and to lead the creation of this program based on existing infrastructure and partnership base.

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

Objective/Deliverables: 1) Implement efforts to identify youth at risk for or victims of CSEC; 2) Develop mentor service models for youth at risk for or victims of CSEC; 3) Align mentoring practices with the six evidence-based standards of the Elements of Effective Practice for Mentoring; 4) Implement initial and ongoing training; 5) Develop/enhance direct services for youth at risk for or victims of CSEC; and 6) Raise public awareness of CSEC.

*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. CSEC Grant. Purpose is to train professionals to identify victims of or at risk of CSEC and sex trafficking, provide services to youth identified as victims or at risk of being victims, and raise public awareness to the issue of CSEC and sex trafficking.

#### **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?*

CCJD will partner with community non-profits for service delivery.

*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?*

Partnerships are key to the success of the proposed program. Partnerships have been identified with the following agencies/organizations: Clackamas County's Sheriff's Office, District Attorney's Office, Victim Assistance Program, Health and Human Services Department; Chiefs of Police from 10 jurisdictions in Clackamas County; DHS; Clackamas ESD; Clackamas Women's Services; A Village for One; and Sexual Assault Resource Center (SARC). All partners are committed to combating CSEC and sex trafficking. Specific roles/responsibilities have been pre-determined by organizational mandates or will be determined following the competitive bidding process that will establish the provider(s) of direct services.

**Reporting Requirements**

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

Semi-annual performance reporting is required.

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?*

Grant performance will be evaluate through the tool developed following the award of the grant. Data will be collected by the Juvenile Department and reported using OJJDP's online system to trasmit data. Partner agencies will provide data for evaluation and submission based upon determined performance outcomes.

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

Federal reporting requirements are expected to be followed.

**Fiscal**

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

The benefits to the county and its citizens, in particular victims of and those at risk of CSEC and sex trafficking, far exceed the cost to administer the grant. CSEC and sex trafficking is a significant issue that needs to be addressed in a coordinated and collaborative manner in Clackamas County.

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

No other revenue sources are required.

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

This grant has no match requirement.

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

This is a three year grant, with the potential for additional year(s) of funding based upon the success of the program.

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?*

The grant allows indirect costs if the applicant has a "current, federally approved indirect cost rate or if the candidate "is eligible to use and elects to use the "de minimis" indirect cost rate". For this grant we will use the 10% de minimis rate.

Program Approval:

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Name (Typed/Printed)	Date	Signature
<b>** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR**</b>		

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**Section IV: Approvals**

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
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 OR BY COURIER, TO FINANCE. ROUTE ORIGINAL OR SCANNED VERSION TO BCC.**

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**Section V: Board of County Commissioners/County Administration (required for all grant applications)**

***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**



February 25, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Memorandum of Understanding between  
Boring-Damascus Grange #260 and Clackamas County Parks  
for the Purchase and Installation of Playground Equipment at Boring Station Trailhead Park

<b>Purpose/Outcomes</b>	Clackamas County Parks and Boring-Damascus Grange have partnered to secure funding for the purchase and installation of a new playground structure at Boring Station Trailhead Park.
<b>Dollar Amount and Fiscal Impact</b>	Purchase contract amount of \$80,041.62
<b>Funding Source</b>	Clackamas County Parks is providing \$16,472.62 through its adopted FY 15/16 budget, and Boring-Damascus Grange is providing \$63,569 in donated funds.
<b>Duration</b>	N/A
<b>Previous Board Action</b>	The Board has previously approved the planning, development and construction of Boring Station Trailhead Park. This project is a part of Phase 2 construction previously approved in the concept plan for the park.
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities 2. Residents will experience a clean, safe and healthy recreation opportunity.
<b>Contact Person</b>	Rick Gruen, County Parks & Forest Manager, 503.742.4345
<b>Contract No.</b>	N/A

**BACKGROUND:** This MOU acknowledges the collaborative partnership between Boring Damascus Grange #260 and County Parks to purchase and install playground equipment at Boring Station Trailhead Park. The Boring-Damascus Grange, through its Friends of Boring Station Trailhead Park Committee, has been a long-standing partner with Clackamas County Parks to help raise community support, funding and volunteer assistance to build Boring Station Trailhead Park and the Clackamas County portion of Springwater Trail. Since 2013, the Boring-Damascus Grange and local community has fundraised to support the purchase of playground equipment for the park as part of Phase II of the Boring Station Trailhead Park Concept Plan. \$63,569 has been raised by the community with Clackamas County Parks contributing \$16,472.62 to meet the total project cost of \$80,041.62. Clackamas County Parks will assume ownership and maintenance responsibilities of the playground equipment.

**RECOMMENDATION:** Staff recommends the Board approve this MOU and accept the Boring-Damascus Grange’s donation to County Parks. As per County policy, this MOU has been reviewed and approved by County Counsel.

Respectfully submitted,

Laura Zentner  
Business & Community Services

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Boring-Damascus Grange #260**  
**And**  
**Clackamas County Parks & Forest**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into by and between Boring-Damascus Grange # 260, hereinafter referred to as “Grange” and Clackamas County through its Department of Business and Community Services , hereinafter referred to as “County Parks.”

**A. PURPOSE:**

This MOU is for the purpose of acknowledging and codifying the collaborative effort of the Grange and County Parks to purchase and install a playground structure at Boring Station Trailhead Park. The Grange, through its Friends of Boring Station Trailhead Park committee, has successfully raised \$63,569 against the estimated total project cost of \$80,041.62. It is the desire of County Parks to contribute the amount of \$16,472.62 to cover the remaining funds necessary to proceed with the project. Grange and County Parks have worked together with the vendor and community to approve the playground design and specifications. It is understood by Grange and County Parks that the Boring Station Park playground structure will become a capital asset of County Parks.

**B. GENERAL PROVISIONS:**

1. County Parks will run the purchase agreement through County Purchasing for the full amount of \$80,041.62, following all required Clackamas County purchasing and contracting processes.
2. Grange will remit a check to County Parks in the amount of \$63,569 with the signing of this MOU for the purpose of donating in support of the purchase of playground equipment.
3. County Parks will oversee the purchase, delivery and installation of the playground structure with the vendor and installation contractor.
4. Grange will work with County Parks staff to prep the site and assist with delivery and install as needed. The parties agree that Grange efforts will be classified and treated as donative labor efforts and all appropriate waivers and other legal requirements will need to be complied with and/or executed before Grange-associated individuals may participate in the effort. Such participation will be as allowed by the contractor engaged by County Parks in its sole and absolute discretion.
5. County Parks staff will assume ownership, control and maintenance of the playground structure upon installation as part of general park operation and maintenance responsibilities. The parties acknowledge and agree that Clackamas County is the owner the land on which the Boring Station Trailhead Park resides and that any improvements made thereon, including but not limited to the playground improvements, will be owned by County Parks.
6. Clackamas County, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act and the Oregon Constitution, agrees to indemnify, defend and hold harmless the Grange, its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of the County, including its officers, agents and employees, in performance of this MOU. Grange, to the maximum extent permitted by law, agrees to indemnify, defend and hold harmless Clackamas County, its elected officials, officers, agents and employees against all liability, loss and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of the Grange, including its officers, agents and employees, in performance of this MOU.

**C. PRINCIPAL CONTACT:**

County Parks & Forest Contact	Boring-Damascus Grange #260
Rick Gruen, Manager	Marlin Marsh, Master (President)
Clackamas County Parks & Forest	Boring-Damascus Grange
150 Beaver Creek Road	Hwy 212
Oregon City, OR 97045	Boring OR 97011
Phone: 503-742.4345	Phone: 503.663.1853
E-Mail: rgruen@clackamas.us	E-Mail: marshsm@comcast.net

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in duplicate through their duly authorized officials as of the last date written below.

**BORING-DAMASCUS GRANGE #260**

\_\_\_\_\_

DATE: \_\_\_\_\_

**CLACKAMAS COUNTY**

\_\_\_\_\_

DATE: \_\_\_\_\_



February 25, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Title II Domestic Grant 16-DG-11060600-006 between  
Clackamas County Parks & Forest and the USDA Forest Service - Mt. Hood National Forest for  
Dump Stoppers Program

<b>Purpose/Outcomes</b>	Clackamas County Parks & Forest manages the Dump Stoppers Program which provides illegal dumping prevention and cleanup services on county and federal forest lands
<b>Dollar Amount and Fiscal Impact</b>	\$25,000 of Title II funds from the USDA Forest Service plus \$7,500 in matching funds from Clackamas County
<b>Funding Source</b>	Proposed Forest Management Fund 16/17 FY budget
<b>Duration</b>	March 1, 2016 through March 1, 2021
<b>Previous Board Action</b>	County Administrator approved applying for this grant on August 18, 2015.
<b>Strategic Plan Alignment</b>	1. Honor, Utilize, Promote, and Invest in our Natural Resources. 2. Build Public Trust Through Good Government.
<b>Contact Person</b>	Rick Gruen, County Parks & Forest Manager, 503.742.4345
<b>Contract No.</b>	16-DG-11060600-006 Federal Financial Award of Domestic Grant

**BACKGROUND:** The Dump Stoppers program was created in 2003 to address the chronic and growing problem of dumping on forested lands within Clackamas County. The program goals are to: 1) clean up identified dump sites on 790,000 acres of program partner lands; 2) enforce anti-dumping laws; and 3) educate the public about the negative consequences of illegal dumping. Federal funds through Title II of the Secure Rural Schools Act are obtained through both the USDA Forest Service and the USDI Bureau of Land Management. Up until about 2012, Title II funds administered and awarded by the two federal agencies provided about 85% of the annual costs needed for the Dump Stoppers program operations. The 2012 reauthorization of the Secure Rural Schools Act significantly reduced the amount of federal funding available. The BCC has generously supported the Dump Stoppers program since 2013 and Title II Grants remain an important source of outside funding for the program, albeit at lower award levels.

**RECOMMENDATION:** Staff recommends the Board approve this grant award and sign on behalf of Clackamas County Parks & Forest.

Respectfully submitted,

Laura Zentner  
Business and Community Services

**FEDERAL FINANCIAL ASSISTANCE  
AWARD OF DOMESTIC GRANT 16-DG-11060600-006  
Between The  
CLACKAMAS COUNTY PARKS & FOREST  
And The  
USDA, FOREST SERVICE  
MT. HOOD NATIONAL FOREST**

Project Title: Dumpstoppers: Illegal Dumping Prevention and Clean Up

Upon execution of this document, an award to Clackamas County Parks & Forest, hereinafter referred to as "Clackamas County," in the amount of **\$25000**, is made under the authority of Secure Rural Schools and Community Self Determination Act of 2000, Division C, Section 601(a), 16 U.S.C. 7101-7153; 16 U.S.C. 500. The Catalog of Federal Domestic Assistance (CFDA) number and name are 10-665 Schools and Roads - Grants to States Payments to States . Clackamas County accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated January 4, 2016, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of \$7500, which your organization has agreed to meet, as shown in the attached application, financial plan and narrative.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: <http://www.gpoaccess.gov/cfr/index.html>. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 360-891-5168.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** Clackamas County shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.





- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Richard Gruen, Parks & Forest Mgr. Clackamas County Parks & Forest 150 Beavercreek Road Oregon City, Oregon 97045- Telephone: 503-742-4345 FAX: 503-742-4420 Email: rgruen@clackamas.us	Laura Zentner, Deputy Director Clackamas County Parks & Forest 150 Beavercreek Road Oregon City, Oregon 97045- Telephone: 503-742-4351 FAX: 503-742-4349 Email: lzentner@clackamas.us

**Principal Forest Service Contacts:**

<b>Forest Service Program Manager Contact</b>	<b>Forest Service Administrative Contact</b>
Laura Pramuk, Public Affairs Officer Mt. Hood National Forest 164000 Champion Way Sandy, OR 97055 Telephone: 503-668-1791 FAX: 503-668-1413 Email: lbpramuk@fs.fed.us	Gloria Perez, Grants Mgmt. Spec. Gifford Pinchot National Forest 10600 NE 51 <sup>st</sup> Circle Vancouver, WA 98682 Telephone: 360-891-5168 FAX: 360-891-5045 Email: gperez@fs.fed.us

- C. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS.** This award is subject to the provisions contained in the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate Federal tax delinquencies. Accordingly, by entering into this award Clackamas County acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an award with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the U.S. Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Clackamas County fails to comply with these provisions, the Forest Service will annul this award and may recover any funds Clackamas County has expended in violation of sections 433 and 434.

- D. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Clackamas County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
  
- E. LIMITATION OF FUNDS. Forest Service funds in the amount of \$ 25,000 are currently available for performance of this award through March 1, 2021. The Forest Service’s ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Forest Service for any payment above this amount until Clackamas County receives notice of availability confirmed in a written modification by the Forest Service.
  
- F. REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods: EMAIL (preferred): <a href="mailto:asc_ga@fs.fed.us">asc_ga@fs.fed.us</a> FAX: 877-687-4894 POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	Send a copy to: Laura Pramuk preferably by email, otherwise to her address or FAX as shown above.  <a href="mailto:lbpramuk@fs.fed.us">lbpramuk@fs.fed.us</a>
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- G. PRIOR WRITTEN APPROVAL. Clackamas County shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- H. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 45 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- I. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. The start date of this award is 03/01/2016.  
  
The end date, or expiration date is **03/01/2021**.
- J. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award as of the last date written below.

---

JOHN LUDLOW, Board Chair, Date  
Board of Commissioners, Clackamas County

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LISA A. NORTHROP, Forest Supervisor Date  
USDA Forest Service, Mt. Hood National Forest

The authority and format of this award (16-DG-11060600-006) has been reviewed and approved for signature.



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GLORIA E. PEREZ 2/5/16  
Forest Service Grants Management Specialist Date

## **ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS**

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Clackamas County may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to Clackamas County for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Clackamas County or any third party.
- C. NOTICES. Any notice given by the Forest Service or Clackamas County will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To Clackamas County, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Clackamas County shall notify Subrecipients under this award that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.330 through .332.
- E. USE OF FOREST SERVICE INSIGNIA. In order for Clackamas County to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify Clackamas County when permission is granted.
- F. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- G. TRAFFICKING IN PERSONS.
1. Provisions applicable to a Recipient that is a private entity.
    - a. You as the Recipient, your employees, Subrecipients under this award, and

- Subrecipients' employees may not:
- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (2) Procure a commercial sex act during the period of time that the award is in effect; or
  - (3) Use forced labor in the performance of the award or subawards under the award.
- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
- (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
    - i. Associated with performance under this award; or
    - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - (1) Associated with performance under this award; or
    - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),".
3. Provisions applicable to any recipient.
- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
  - c. You must include the requirements of paragraph a.1 of this award term in any

subaward you make to a private entity.

4. Definitions. For purposes of this award term:
  - a. "Employee" means either:
    - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - c. "Private entity":
    - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - (2) Includes:
      - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - ii. A for-profit organization.
  - d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### H. DRUG-FREE WORKPLACE.

1. Clackamas County agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
  - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
  - b. Specify the actions Clackamas County will take against employees for violating that prohibition; and
  - c. Let each employee know that, as a condition of employment under any award, the employee:
    - (1) Shall abide by the terms of the statement, and
    - (2) Shall notify Clackamas County in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. Clackamas County agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;

- b. The established policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. Clackamas County agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after Clackamas County learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, Clackamas County must either
  - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
  - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- I. **ELIGIBLE WORKERS.** Clackamas County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Clackamas County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
- J. **FINANCIAL STATUS REPORTING.** A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted annually. These reports are due 90 days after the reporting period ending 12/31/2016. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 90 days from the expiration date of the award. These forms may be found at [www.whitehouse.gov/omb/grants\\_forms](http://www.whitehouse.gov/omb/grants_forms).
- K. **PROGRAM PERFORMANCE REPORTS.** The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200 301, reports must relate financial data to performance accomplishments of the federal award.

Clackamas County shall submit annual performance reports. These reports are due 90 days after the reporting period. The final performance report shall be submitted either with Clackamas County's final payment request, or separately, but not later than 90 days from the expiration date of the award.

- L. NOTIFICATION. Clackamas County shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- M. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).
- Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).
- N. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- O. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Clackamas County is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

Clackamas County may call on Forest Service's Office of Communication for advice regarding public notices. Clackamas County is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.



- P. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of Clackamas County's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- Q. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Clackamas County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

**To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

*“This institution is an equal opportunity provider.”*

- R. AWARD CLOSEOUT. The Recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to Clackamas County must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.343(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- S. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.339.
- T. DISPUTES.
1. Any dispute under this award shall be decided by the Forest Supervisor. The Forest Supervisor shall furnish Clackamas County a written copy of the decision.

2. Decisions of the Forest Supervisor shall be final unless, within 30 days of receipt of the decision of the Forest Supervisor, Clackamas County appeal(s) the decision to the Forest Service's Director, Acquisition Management (AQM). Any appeal made under this provision shall be in writing and addressed to the Director, AQM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Forest Supervisor.
  3. In order to facilitate review on the record by the Director, AQM, Clackamas County shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
  4. A decision under this provision by the Director, AQM is final
  5. The final decision by the Director, AQM does not preclude Clackamas County from pursuing remedies available under the law.
- U. DEBARMENT AND SUSPENSION. Clackamas County shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Clackamas County or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

## ATTACHMENT B: 2 CFR PART 170

### Appendix A to Part 170—Award Term

#### I. Reporting Subawards and Executive Compensation.

##### a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
  - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - i. the total Federal funding authorized to date under this award is \$25,000 or more;
  - ii. in the preceding fiscal year, you received—
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
  - i. As part of your registration profile at <http://www.sam.gov>.
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and

2. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

- i. This term means a legal agreement to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient’s or subrecipient’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. *Salary and bonus.*
  - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
  - v. *Above-market earnings on deferred compensation which is not tax-qualified.* vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

END OF ATTACHMENT B: 2 CFR PART 170



February 25, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Partnership Memorandum of Understanding for the Department of Justice  
Office of Violence Against Women Grant to Encourage Arrest and  
Enforcement of Protection Orders Program for the Family Justice Center**

Purpose/Outcomes	This partnership Memorandum of Understanding establishes the roles and responsibilities of the partners to the Clackamas Women's Services application for the grant noted in the title above.
Dollar Amount and Fiscal Impact	If awarded, County subrecipients – the Sheriff's Office and the District Attorney's Office – will receive a total of about \$214,000 over the term of the grant. There are no required matching funds.
Funding Source	Federal funds via Clackamas Women's Services.
Duration	The grant term is three years.
Previous Board Action	At its February 23 meeting under County Administrator Update, the Board directed staff to prepare this item for the February 25 business mtg.
Strategic Plan Alignment	This action aligns with the following Board strategic priorities: <ul style="list-style-type: none"><li>• Build Public Trust through Good Government: supports and assists a cooperative effort among multiple agencies.</li><li>• Ensure Safe, Healthy and Secure Communities: activities of this grant will enhance services at the Family Justice Center – A Safe Place.</li></ul>
Contact Person	Laurel Butman, Deputy County Administrator, 503-655-8893

**Background:**

Clackamas Women's Services is applying for a \$450,000 Department of Justice Office of Violence Against Women Grant to Encourage Arrest and Enforcement of Protection Orders Program for activities at the Family Justice Center. The grant period is October 1, 2016 – September 30, 2019.

Clackamas Women's Services is the grant lead and grant partners include the Sheriff's Office, the District Attorney's Office, the Circuit Court, El Programa Hispanico Catolico, and the Office of the County Administrator serving in the role of the Unit of Local Government, a required partnership. The Memorandum of Understanding set forth for approval outlines the roles and responsibilities of the partners.

**Recommendation:**

Staff respectfully recommends that the Board approve this Memorandum of Understanding with language substantially similar to the draft provided in Attachment A.

Respectfully submitted,

Laurel Butman  
Deputy County Administrator

## **Attachment A**

### **Memorandum of Understanding**

#### **for the**

#### **U.S. Department of Justice Office on Violence Against Women (OVW) Fiscal Year 2016 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence and Stalking Grant Program (also known as the Grants to Encourage Arrest and Enforcement of Protection Orders Program), CFDA 16.590**

**WHEREAS**, Clackamas Women’s Services (CWS), Clackamas County Sherriff’s Office (CCSO), the Clackamas County District Attorney’s Office (CC-DA), Clackamas County Circuit Court (CCCC), El Programa Hispano Catolico (EPHC) and Clackamas County Office of the Administrator (CCOA) have come together to collaborate and to make an application for U.S. Department of Justice Office on Violence Against Women (OVW) Fiscal Year 2016 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence and Stalking Grant Program (also known as the Grants to Encourage Arrest and Enforcement of Protection Orders Program);

**WHEREAS**, the partners listed below have elected to enter into a collaborative agreement in which CWS will be the lead agency and named applicant, and the other agencies will be partners and/or sub-recipients in this application; and

**WHEREAS**, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

**WHEREAS**, the application prepared and approved by the collaborative through its partners is to be submitted to the Office on Violence Against Women on or before March 3, 2016.

### **I. Project Overview**

The Fiscal Year 2016 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence and Stalking Grant Program provides an opportunity for Clackamas

County to further a partnership among law enforcement, prosecutors, judges, victim advocates and organizations that serve culturally specific communities. This project is designed to ensure that sexual assault, domestic violence, dating violence and stalking are treated as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice and community-based victim service organizations. This local project will strengthen the criminal justice systems' response in addressing violence against women by drawing on the experience of all the participants in the system, including the advocacy community, by supporting the full implementation of the Clackamas County Law Enforcement Domestic Violence Protocol, developing the Clackamas County High Risk Team and build capacity at A Safe Place Family Justice Center for Clackamas County (ASP-FJC).

**OVW Statutory Purpose Areas:**

The following OVW Statutory Program Purposes are included in the goals and objectives of this project:

**#5** Strengthen legal advocacy service programs and other victim services for victims of sexual assault, domestic violence, dating violence, and stalking, including strengthening assistance to such victims in immigration matters;

**#6** Educate federal, state, tribal, territorial, and local judges, courts, and court-based and court-related personnel in criminal and civil courts (including juvenile courts) about sexual assault, domestic violence, dating violence, and stalking and improve judicial handling of such cases;

**#10** Plan, develop and establish comprehensive victim service and support centers, such as family justice centers, designed to bring together victim advocates from victim service providers, staff from population specific organizations, law enforcement officers, prosecutors, probation officers, governmental victim assistants, forensic medical professionals, civil legal attorneys,



chaplains, legal advocates, representatives from community-based organizations and other relevant public or private agencies or organizations into one centralized location, in order to improve safety, access to services, and confidentiality for victims and families;

**#16** Develop and promote state, local, or tribal legislation and policies that enhance best practices for responding to the crimes of sexual assault, domestic violence, dating violence, and stalking, including the appropriate treatment of victims;

**#22** Develop multidisciplinary high-risk teams focusing on reducing domestic violence and dating violence homicides by—

(A) using evidence-based indicators to assess the risk of homicide and link high-risk victims to immediate crisis intervention services;

(B) identifying and managing high-risk offenders; and

(C) providing ongoing victim advocacy and referrals to comprehensive services including legal, housing, health care, and economic assistance.

### **OVW Priority Areas**

The following OVW Priority Areas are included in the goals and objectives of this project:

- 1.** Strengthen and revitalize coordinated community response and multi-disciplinary teams, prioritizing those that meaningfully involve organizations and programs that focus on marginalized communities;
- 2.** Increase support for sexual assault, including services, law enforcement response and prosecution;
- 3.** Meaningfully increase access to OVW programming for specific underserved populations (based on race, ethnicity, sexual orientation, gender identity, disability, age, etc.);
- 4.** Increase the use of promising or evidence-building practices, where available.

### **II. Description of Partner Agencies:**

**Clackamas Women's Services (CWS)**

Clackamas Women's Services (CWS) fosters the empowerment of survivors so they can establish lives free of domestic and sexual violence, thereby breaking the generational cycle of these destructive forces. Our vision is to live in a society that no longer tolerates domestic and sexual violence, but rather thrives on mutual respect.

CWS was incorporated in 1985 as Clackamas County's first shelter for women and children escaping family violence and domestic abuse. CWS' service delivery framework is built on trauma-informed best practices that promote safety and self-determination. Encouraging service access for all communities, 35% of CWS service staff is bilingual/bicultural and/or identifies as representing marginalized populations within our geographic area.

CWS offers comprehensive sensitive solutions for adults and children impacted by sexual assault, domestic violence, stalking, trafficking the sex industry exploitation and elder abuse. These include a 24/7 crisis line, comprehensive shelter resources and community-based programs. These programs include emergency, transitional and long-term support and services, referral and advocacy services, mental health counseling, support groups, legal advocacy, youth violence prevention and community/workplace education. At our secure emergency shelter, our rural outreach office and A Safe Place Family Justice Center, CWS coordinates services with other public and private agencies in order to best serve survivors seeking help. CWS plays a critical role in our region, partnering with nearly every public or private agency addressing domestic violence and sexual assault. This includes law enforcement, health care and mental health providers, schools, homeless services, child abuse assessment resources, and housing providers.

**Clackamas County Sheriff's Office (CCSO)**

The mission of the Clackamas County Sheriff's Office (CCSO) is to preserve life, uphold the law, prevent crime, hold offenders accountable, and promote safety while finding innovative solutions and building partnerships with the community. We fulfill this mission through teamwork and partnerships, as reflected in our motto: "Working Together to Make a Difference." The Clackamas County Sheriff's Office takes domestic violence very seriously and was among the first two law enforcement agencies in Oregon to implement the Maryland Lethality Assessment Program (LAP). In 2002, CCSO created the Domestic Violence Enhanced Response Team (DVERT) with community partners to specifically address family violence in Clackamas County. DVERT focuses its aim on extensive coordination of domestic violence cases through staffing, advocate assignment, identification of prosecutorial needs, and promptly arresting suspects. DVERT is currently operates out of A Safe Place Family Justice Center for Clackamas County. And since 2000 CCSO has coordinated and hosted the annual Child Abuse and Family Violence Summit which is attended internationally by over 750 attendees each year. Additionally, CCSO is the Lead Agency directing daily operations at A Safe Place Family Justice Center for Clackamas County.

CCSO is also the lead agency for the newly formed A Safe Place Family Justice Center High Risk Response Team (HRRT) which utilizes a multi-disciplinary team of core partners working in concert to hold offenders accountable, increase victim safety by monitoring offenders and providing comprehensive victim services. The High Risk Response Team recognizes that domestic violence homicides are both predictable and preventable. Our team is designed to work collaboratively to identify the most dangerous domestic violence cases in the community and offers a coordinated effort for domestic violence response and support for victims. Sharing information across disciplines helps close the gaps in the system and ensures that the most dangerous cases are comprehensively and strategically addressed.

The team will focus equally on victim safety and services and offender accountability by using a three-pronged approach:

- Early identification of high risk offenders through risk assessment
- Case-specific, multi-disciplinary response to high risk cases
- Coordinated and ongoing monitoring of offenders

**Clackamas County District Attorney's Office – Domestic Violence and Vulnerable Adults**

**Team and Felony Person Team**

The mission of the Clackamas County District Attorney's Office is to pursue justice and enforce the laws of the State of Oregon. The Office is dedicated to the vigorous and impartial prosecution of those who commit crimes within Clackamas County and to providing the highest quality of service to victims, witnesses, law enforcement, and the citizens of Clackamas County. The District Attorney's Office is also dedicated to promoting and advocating for programs that reduce crime.

In 1996, the District Attorney's Office established a protocol for domestic violence intake procedures and the prosecution of domestic violence cases, which resulted in a tenfold increase in the percentage of cases actively filed. In 2000, the District Attorney partnered with CCSO, CWS, and Community Corrections to create a multi-disciplinary domestic violence unit (DVERT). The office staffed 4.90 FTE's (2 Deputy District Attorneys and 2.90 Victim Advocates) without grant funding and relocated this team to the DVERT office in 2001 where they remained until 2010. A third deputy district attorney was added in 2010 along with an additional focus on elder and vulnerable adult prosecution and advocacy and a name that reflected their enhanced responsibilities - The Domestic Violence and Vulnerable Adults Team.

Deputy District Attorneys assigned to the Domestic Violence and Vulnerable Adults Team (3.0 FTE) share responsibility for the prosecution of domestic violence and family abuse crimes in Clackamas County. An investigator (0.75 FTE) and two legal support staff (2.0 FTE)

support the efforts of this team. In addition to charging offenders, this team reviews cases involving violations of restraining orders and oversees the domestic violence deferred sentencing program, which is a program designed for offenders who do not have a domestic violence conviction history or other felony offenses. They also conduct training in the investigation and successful prosecution of domestic violence cases to members of the justice community. Their goal is to aggressively prosecute perpetrators of domestic violence and provide services and referral information to victims of domestic violence. Members from other disciplines, including law enforcement, victim's advocates, and parole and probation are also involved.

The District Attorney continues to demonstrate a strong commitment to the aggressive prosecution of domestic, elder, and sexual violence crimes and advocacy for victims of these crimes. In addition, the office continues to work collaboratively with all community partners to address all aspects of family abuse, including addressing the needs and concerns of victims.

The District Attorney's Felony Person Team is staffed by four Deputy District Attorneys (4.0 FTE) who are assigned cases of sexual assault, child sexual abuse and neglect, child physical abuse, robbery, assault, attempted murder, kidnapping, and domestic violence. If a decision to charge a crime is made, they present the facts to a grand jury, and upon indictment, represent the State of Oregon in all court proceedings thereafter, including arraignment, motions, pre-trial hearings, trial, and sentencing.

The Domestic Violence Vulnerable Adult Team and Victim Assistance Program share the same floor of an office located in proximity to the Felony Person Team and the District Attorney's main office. Staff from each team work closely together to accomplish shared goals.

#### **Clackamas County District Attorney's Office – Victim Assistance Program**

The mission of the Clackamas County District Attorney's Office – Victim Assistance Program (CC-VAP) is to “To treat all victims as individuals; always remembering that each case

is important. Each victim will be treated with respect and courtesy, while being provided prompt and comprehensive victim service assistance.” In meeting this mission statement, the VAP provides direct victim services to all victims of all crimes, child or adult victim, person or property crime, and adult or youth offender.

The Clackamas County Rape Victim Advocate (RVA) program was established in 1976 when the elected District Attorney determined that victims of sexual assault were ‘falling through the cracks’ as it related to their emotional stability to testify. During those early years, the needs of the community were soon recognized and in 1984, the program was awarded approval by the Oregon Department of Justice as a *comprehensive* program and renamed the Clackamas County District Attorney’s Office – Victim Assistance Program (VAP). As a result, staff and volunteers began to provide advocacy for victims of person crimes, with a focus on domestic violence, sexual assault, stalking and child abuse.

By 1999, the VAP began to focus on the unique and specific needs of the elder and vulnerable population, co-survivors of homicide, arson & animal abuse, victims of juvenile offenders, cases in the federal prosecution system, and identity theft/fraud. In 2002, VAP expanded to working with victims of property crimes and by early 2009; victims of human trafficking and sexual minority victims of domestic & sexual violence were being served.

Currently, direct victim services continue to include crisis intervention with ongoing emotional support, safety planning, crime scene and hospital call-out with law enforcement, Victim Rights notification, advocacy within the Criminal Justice System, assistance with protective order applications, community resource & referrals, assisting with restitution & evidentiary property return, and Crime Victim Compensation Program (CVCP) assistance. The VAP adheres to “Best Practice” standards by using a comprehensive, case management modality. This approach allows advocates to identify and support both short- and long-term

victim needs, regardless of the prosecutorial merits of the case. The program supports a 24/7-crisis line, call out response and homicide response team.

The Victim Assistance Program consists of 8 staff (7.15 FTE) that are under the jurisdiction of the county's District Attorney's Office. The program also includes 20 trained volunteer victim advocates who utilize the same 'best practice' modality with their caseloads as the staff.

*Clackamas County Vulnerable Adult Multi-Disciplinary Team (CC-VA-MDT)*

In order to enhance current efforts to protect elderly and disabled adults, the Clackamas County District Attorney expanded the existing elder & disabled adult abuse program by forming the Clackamas County District Attorney's Office Vulnerable Adult Unit (VAU). This prosecution-based unit (VAU) streamlines efforts with law enforcement, social services and victim advocates in an effort to efficiently protect elderly and disabled adults while providing timely offender accountability. Following that formation, the District Attorney, in collaboration with the county Sheriff and the Department of Health, Housing and Human Services, created a county-wide Vulnerable Adult Multi-Disciplinary Team (CC-VA-MDT). The CC-VA-MDT has been meeting through the leadership of the District Attorney's Office for over three years. The county-wide MDT then brings together a multi-agency/multi-disciplinary group on a monthly basis with the intent to more readily identify potential abuse situations and to reduce the actual instances of abuse to the vulnerable population in the county. The CC-VA-MDT has developed protocols that they hope will eventually serve as a model for other jurisdictions around the country.

**El Programa Hispano Catolico (EPHC)**

El Programa Hispano Catolico (EPHC) has been providing specialized Latino services throughout the Portland metro area since 1982. The mission is to increase self-sufficiency within

the Latino community, to empower individuals to achieve a better quality of life, and to promote mutual respect and understanding between cultures. EPHC was created to respond to the overwhelming needs of the rapidly growing Latino community, which has continued to grow at an astounding rate. Recent census estimates put the number of Latino/as in Multnomah County at almost 70,000, reflecting a dramatic increase of over 38% since the 2000 census. This confirms that Latino/as are both the largest and fastest-growing minority group in Multnomah County. Similarly, in Clackamas County there has been an estimated growth of 54% since the 2000 census. EPHC has the following programs and services: Housing Support Services, Health and Wellness, Employment Services, Educational Services, Legal Services, Information and Assistance (referral, notary, translation, barrier mitigation services), Tax Services (clinic, outreach, dispute support) and Project UNICA.

EPHC's Project UNICA (*Un Nuevo Inicio para Concluir el Abuso – A New Beginning to End Abuse*) has assisted Spanish-speaking individuals and families affected by domestic violence (DV) and/or sexual assault (SA) since 1992. Project UNICA's goal is to provide support, advocacy, and opportunity for self-empowerment, enabling survivors to exercise free and informed life choices free of violence and oppression. Violence against women is prevalent in all communities; however, in the Latino community violence is collectively normalized by strongly differentiated gender roles where men traditionally have a tremendous amount of control and power over the lives of women and children. While there is no reason to believe that domestic violence is more common in the Latino community, cultural understandings of domestic and sexual violence, familial responsibilities and gender roles inhibit victims from speaking out about the violence in their lives. Those who do seek support have difficulty accessing mainstream agencies due to language and cultural barriers. EPHC provides a cross-cultural model that is inclusive of their heritage, while at the same time builds a bridge between



the mainstream culture and their own. A key strength is Project UNICA's unique position as a domestic and sexual violence program within a culturally specific agency. This allows unparalleled access to the Latino community. The community relies on El Programa Hispano for confidential, safe and culturally appropriate services. The agency's close ties to the community allow a safe space to talk about issues that are traditionally considered private or taboo. Additionally, DV services are more accessible for the Latino community and monolingual Spanish speakers due to the trusted reputation of the agency, coupled with the 24 hour bilingual crisis line. Project UNICA's array of services provides diverse resources for survivors to meet their unique situations. The services are described in the following section and are implemented using the empowerment model to provide advocacy and support to help survivors and their families stay safe and flourish. As part of a multi-service agency, Project UNICA participants also benefit from in-house referrals to address a variety of needs for a family fleeing domestic violence.

Project UNICA serves around 500 survivors of domestic violence and/or sexual assault each year. Linea UNICA receives over 1200 calls per year. Project UNICA provides crisis intervention and advocacy services throughout Multnomah County. Project UNICA is well known among the community and receives referrals through the 24-hour bilingual crisis line, Linea UNICA, EPHC, DHS and other partner agencies.

Project UNICA targets the Latina community in an effort to address the isolation that survivors and their children experience while they struggle to integrate themselves in the United States and, at the same time, survive an abusive situation. All UNICA staff members and volunteers are bilingual and bi-culturally competent, thereby providing culturally and linguistically appropriate services to this difficult-to-reach population. In addition, all staff and volunteers have received extensive training through local domestic violence and sexual assault

agencies as well as culturally specific domestic violence training from our own and other local and national organizations. Thus, all of UNICA staff may be considered experts in domestic violence services to Latino individuals and families. Project UNICA facilitates an annual DV/SA training in Spanish that satisfies the requirements established by DHS for DV/SA service providers. In addition to presenting the information in Spanish, the topics are tailored to highlight the additional barriers that Latino/a survivors may face when accessing services. Examples include how to provide culturally specific services and addressing immigration topics such as VAWA Visas and U-Visas.

### **Clackamas County Circuit Court (CCCC)**

Clackamas County Circuit Court is one of 36 state trial courts in the state court system, the Oregon Judicial Department. We provide fair and accessible justice services that protect the rights of individuals, preserve community welfare, and inspire public confidence. We need an informed public to help us accomplish our mission.

### **Clackamas County Office of the Administrator (CCOA)**

The County Administrator's Office works with the Board of County Commissioners to facilitate effective and quality service delivery in all County programs. The County Administrator serves as the Chief Executive Officer of the County and is responsible for providing overall direction to County Departments and programs consistent with policy established by the Board of County Commissioners.

## **III. History of Relationship**

This project outlined in this proposal is part of a strategic effort through the A Safe Place Family Justice Center for Clackamas County collaboration.

Clackamas Women's Services (CWS) and the Clackamas County Sheriff's Office (CCSO) have a long history of demonstrated collaboration. Most recently the two agencies have worked together to implement two significant collaborative projects in Clackamas County. In 2010 the two agencies developed and successfully implemented the Maryland Lethality Assessment Protocol (LAP). The success of the model informed the creation of the new 2014 Law Enforcement Domestic Violence Protocol that was approved across all nine law enforcement jurisdictions in Clackamas County through leadership from the Clackamas County Sheriff's Office, the Lake Oswego Police Chief and the Clackamas County District Attorney's Office. The Domestic Violence Protocol includes the LAP program, and CCSO and CWS have worked together to provide extensive technical assistance support as well as training to jurisdictions during the roll out. CWS is also the nonprofit victim services provider responding to LAP program participants throughout the County. The Clackamas County District Attorney's Office also plays a significant role in the success and operation of this program.

In 2011 CWS and CCSO leadership began discussing the vision of a family justice center model for Clackamas County. Working together, the agencies presented the concept to the community and quickly garnered strong support and enthusiasm. As a result of the support from the Clackamas County Board of Commissioners, the Clackamas County Department of Health, Housing and Human Services (CC-H3S) and the Clackamas County Office of the Administrator, A Safe Place Family Justice Center for Clackamas County (ASP-FJC) opened in December 2013. ASP-FJC is a collaboration of partners all working together to provide comprehensive services to victims of domestic violence, sexual violence, elder abuse, stalking, and dating violence. Services are co-located, integrated and trauma informed. All of the partners included in this grant project have significant and integral roles in the ASP-FJC collaboration. The ASP-FJC also includes community-based and nonprofit organizations, public safety personnel, criminal

justice and protective services system professionals, benefit and entitlement program staff, faith based providers, civil legal services and several others.

The development of the Center was a collaborative effort that included all of the project partners for this proposal as well as many additional community partners not listed here. It is noteworthy to mention that CC-H3S, CWS, CC-DA-VAP and CCSO took a collaborative leadership role in developing the initial operations manual and the completion of other critical tasks to open the Center. Since opening the Center, several multi-disciplinary projects have emerged amongst the partners included in this project proposal. For example, CCSO, CWS, and CC-DA-VAP worked together on assessing the feasibility and drafting the concept of a High Risk Response Team (HRRT) that will be part of this project. These partners also worked with the Clackamas County Circuit Court to develop the video-court program.

CCSO is the lead agency for ASP-FJC and has located the agency's Domestic Violence Enhanced Response Team (DVERT) at the Center. CWS is a partner agency providing the Center's intake and approximately 75% of the Center's crisis intervention and on-going wrap around voluntary supportive services. CWS is also headquartered out of the Center and provides primary prevention, community education, and volunteer engagement from this location. CC-DA's Office is a partner agency at ASP-FJC, currently providing staff from the Victim Assistance Office (CC-DA-VAP) to assist with the video-court function of the Center.

CWS and the Clackamas County District Attorney's Office Victim Assistance Program (CC-DA-VAP) have a long-standing history of collaborative partnership. Currently the two agencies are working together to co-chair the Clackamas County Family Violence Coordinating Council (FVCC). CC-DA-VAP and CWS staff work together on a daily basis, sharing resources and referring clients across programs. The agencies also work together to develop a coordinated response on individual cases when appropriate and at the direction of the survivor. Both agencies

have come together to conduct trainings throughout the community, as well as cross-training for one another. In addition, leadership (at multiple levels) from both organizations meet on a regularly scheduled basis to ensure effective communication and to work on system-level issues collaboratively.

Clackamas Women's Services (CWS), CC-DA-VAP and CCSO are all members of the Clackamas County Vulnerable Adult Multi-Disciplinary Team, led by the prosecutor of the District Attorney's Vulnerable Adult Unit. All of the partner agencies for this project are members of the Family Violence Coordinating Council.

The Clackamas County Circuit Court is a partner with A Safe Place Family Justice Center for Clackamas County (ASP-FJC) and participated in the development of the Center as part of the Steering Committee. In April 2015 the Court worked with ASP-FJC to open the video-court program at the Center.

CWS and El Programa Hispano Catolico (EPHC) have worked together for many years. Both agencies are members of the (Portland Metro Area) Tri-County Domestic and Sexual Violence Intervention Coordinating Council that works to ensure survivors have access to services through collaboration across county lines. The EPHA Project UNICA Program Director has provided mentorship and consultation to CWS in order to enhance services so that they are culturally appropriate for Latina survivors. In the past CWS had contracted with UNICA to provide a Latina Advocate for the CWS Community-Based Services Program housed at ASP-FJC. This partnership ensures that: a) CWS staff benefit from the cultural expertise of having a community-based culturally-specific service provider on-site and b) Latina survivors have access to services through this Latina Advocate position. This position is now funded through other grant resources and the working partnership between the two agencies remains active and strong. Additionally, CWS communicates regularly with UNICA's crisis line to exchange referrals and

provide priority access to the CWS emergency shelter for Latina survivors. EPHC was an integral partner in the opening of A Safe Place Family Justice Center and works collaboratively with CWS staff onsite at the Center and in the CWS Rural offices.

This proposal builds on and further solidifies these currently functioning, effective, and meaningful collaborative efforts amongst the project partners.

#### **IV. Development of Application**

Clackamas Women's Services (CWS) initiated this application process based on feedback that was provided to the ASP-FJC Operations Committee and the Clackamas County Family Violence Coordinating Council Civil Court Subcommittee. Significantly, survivor feedback indicated capacity needs and process improvements in the video-court program at the Center. The Circuit Court and the Director of ASP-FJC have also identified gaps in the video-court program. There has been a significant increase in the number of high risk cases coming through the Center since its opening, creating an urgent need for a coordinated response through a High Risk Response Team with adequate capacity to work on these cases. Partner agency surveys and survivor surveys (client) indicate that there is a need for more integration of culturally specific services for the Latina community throughout the Center, including greater participation at a planning and systems improvement level. Approximately 25% of the victims seeking support through this collaboration identify as Latina/Hispanic.

CWS Executive Director, Melissa Erlbaum and the ASP-FJC Director, Lieutenant Angie Brandenburg from the Clackamas County Sheriff's Office, Clackamas County Senior Deputy District Attorney John Wentworth and the Clackamas County District Attorney's Office Victim Assistance Program Director Diane Wehage, EPHC Director of Programs and Integration, Kat Kelly and the Clackamas County Domestic Violence Coordinators Office

reviewed the RFP materials and met several times to discuss how the collaborative work aligned with the goals and purpose areas of the OVW Grant Program. During these discussions it quickly became clear that the recommendations provided by partner and survivor stakeholder groups are aligned with the opportunities available through this grant program. Director Lt. Brandenburg then discussed the proposal with the Clackamas County Circuit Court Trial Court Administrator to scope out the details for the Court's participation. Following these planning sessions CWS Executive Director, Melissa Erlbaum and the ASP-FJC Director, Lieutenant Angie Brandenburg from the Clackamas County Sheriff's Office met with representatives from Clackamas County Finance Department and the Clackamas County Office of the Administrator to discuss the details of the proposal and affirm the support of the County as the required jurisdiction partner entity. The County Administrator and a County Commissioner also provide advisory support to ASP-FJC through service on the ASP-FJC Steering Committee and are committed to the success of this collaboration. CWS took the lead in composing the MOU document, narrative and budget that were reviewed by the signing partners to this proposal and additional partner stakeholders not directly included in the proposal. Each agency crafted their agency description and provided input to the application. In addition, the CWS Director reached out to each of the A Safe Place partner agencies to notify them of the opportunity and ask for feedback on the scope of the project.

## **V. Roles and Responsibilities**

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

### Partner Commitment

Clackamas Women's Services (CWS), Clackamas County Sheriff's Office (CCSO), the Clackamas County District Attorney's Office (CC-DA), Clackamas County Circuit Court (CCCC), El Programa Hispano Catolico (EPHC) and Clackamas County Office of the Administrator (CCOA) commit to:

- Participate in the efforts of the Clackamas County Vulnerable Adult Population MDT (VA-MDT) and the Clackamas County Sexual Assault Response Team (CC-SART) and the Clackamas County Family Violence Coordinating Council (CC-FVCC);
- Involve decision-makers (or designated leadership) from all of the partner agencies in an active and meaningful manner throughout the life of the project including the agency Executive Level Management and/or Board of Directors;
- Assign an agency representative to the planning and development team who will be responsible for meeting monthly during the first quarter of this project and quarterly thereafter to be responsible for planning, developing and implementing project activities;
- Be prepared to implement systemic changes and build capacity within the organization to improve services and responses to individuals who have experienced violence and abuse;
- Work together in developing model programs that provide advocacy and intervention services through a coordinated response;
- Work together to sustain the project once grant funds are no longer available; and
- Work as a multidisciplinary collaboration to achieve the goals of this project.



**Lead Application Clackamas Women's Services (CWS)** will demonstrate a commitment to working together with the multidisciplinary collaborative team to provide training and services to end violence against victims of domestic violence, sexual assault, stalking, and dating violence and fulfill the goals of the proposed project through the following contributions:

- 1) Serve as the lead agency for this collaborative application, accepting full responsibility for documenting the performance and activities of this project;
- 2) Provide participation from agency decision-makers to this project by assigning Amy Doud, CWS Program Director, to participate in the Planning and Implementation Team. The CWS Program Director will assist in all aspects of planning, developing and implementing project activities. The CWS Director will participate in all meetings of the High Risk Response Team (HRRT). The position will participate within the course of the agency's regular scope of work and will not be compensated through this grant for this work.
- 3) Assigning the Assistant Program Director Erin Henkelman, housed at ASP-FJC, to assist with day to day management of the video-court conferencing system between the ASP-FJC and the courthouse to ensure an effective process for victims to file protective orders and complete the entire process on site. This position will also serve on the Civil Court Sub-Committee. The position will participate within the course of the agency's regular scope of work and will not be compensated through this grant for this work.
- 4) Duties include (not limited to):
  - a. Coordinating couriered documents;
  - b. Providing advocacy and assistance to victims in completing protective order paperwork as needed;
  - c. Ensuring technology is properly working;
  - d. Managing and training video-court advocate volunteers;
  - e. Providing cross-training to court-based and court-related personnel; and
  - f. Serve as staff to the multi-disciplinary ASP-FJC court coordination committee.

- 5) Providing a .50 FTE Legal Advocate, through funding from this project, to provide trauma informed community based advocacy and support services for victims of domestic violence, stalking, elder abuse, and sexual assault accessing support at the ASP-FJC program, including victims referred through the High Risk Response Team (HRRT) and services to victims identified in the lethality assessment protocol (LAP) that is a component of the County-wide DV Law Enforcement Protocol;
- 6) Leverage existing resources by providing opportunities for direct service volunteers and interns who have completed the 40-hr DHS Certified Domestic Violence Advocacy Training to contribute to the project;
- 7) Implementing services and programs that reflect evidence-based or currently promising practice models as well as promote trauma informed practice. CWS will share these models with partner agencies, providing information about how the model(s) promote trauma recovery and how to explain the model(s) to partner agency stakeholders.
- 8) Dedicating .05 FTE of the Executive Director's time to assist in building resources for a long-term success of the project as well as fully participate in policy level decision making to the benefit of this project. The position will participate within the course of the agency's regular scope of work and will not be compensated through this grant for this work;
- 9) Continue working in close partnership with the ASP-FJC Director, specifically seeking feedback and advisement on how funding from this project best serves the Center's programs;
- 10) Providing training (alone or in collaboration), as needed and/or requested, to community partners on the dynamics of domestic violence, dating violence, stalking, and sexual assault, working with victims and/or their families, domestic violence in the workplace,

offender tactics, the effects of trauma, etc. The positions providing this training will participate within the course of the agency's regular scope of work and will not be compensated through this grant for this work;

- 11) Ensuring that confidentiality of client information will be protected through existing formal agreements, written protocols and trainings. A new agreement will be signed for partners not currently in a confidentiality agreement with appropriate agencies/individuals. Partners will share personally identifying client information only with an express, written, and voluntary release of information from the client;
- 12) Providing all fiscal and contractual oversight for this project; and
- 13) Compiling and submitting all required data as per the contract of this grant.

**Partner agencies:**

**Clackamas County Sherriff's Office (CCSO)** – will demonstrate a commitment to working together with the multidisciplinary collaborative team to provide training and services to end violence against victims of domestic violence, sexual assault, stalking, and dating violence and fulfill the goals of the proposed project by the following contributions:

- 1) Contribute time from the CCSO ASP-FJC Director and head of CCSO DVERT. The CCSO ASP-FJC Director will work in partnership with the project to direct and oversee the daily operations of the video-court program at ASP-FJC and serve as Chair for the High Risk Team. This position is funded through other resources and is not included in the budget for this proposal;
- 2) Provide participation from agency decision-makers to this project by assigning Lt. Angie Brandenburg, ASP Director, to participate in the Planning and Implementation Team.

The position will participate within the course of the agency's regular scope of work and will not be compensated through this grant for this work.

- 3) Provide .6 FTE DVERT Advocate funded through this project. Primarily, duties will center on supporting specific multi-agency county wide programs. To include:

Clackamas County Domestic Violence Protocol, Clackamas County Firearms

Dispossession Protocol, Clackamas County Lethality Assessment Program, & the

Clackamas County High Risk Response Team Program. The roles and responsibilities of this position include:

- *Direct Services:* Provide direct support services and the coordination of multi-disciplinary services under the direction of the Director/Lieutenant for A Safe Place Family Justice Center-Clackamas County.
- *Clackamas County Domestic Violence Protocol:* duties will consist of cultivating continued collaborations with participating agencies, prompts and assists with the planning of regular trainings to ensure adherence to the protocol.
- *Clackamas County Firearms Dispossession Protocol:* duties will consist of gathering and monitoring Clackamas County orders of protection that include the dispossession of firearm(s) and distributes information to appropriate agencies.
- *Clackamas County Lethality Assessment Program:* duties will consist of providing assistance in coordination of program information with participating law enforcement jurisdictions and non-profit service provider. Maintains strong communications between each agency for quality control of the program, sets regular meetings, attends and takes minutes for meeting report. Regularly compiles and maintains data for statistical review and distribution to participating program agencies.
- *Clackamas County High Risk Response Team Program:* duties will consist of regularly maintaining case information and reports in database system. Assist with monitoring high risk offender status and provide vital information to each participating agency, sets regular meetings, attends and takes minutes for meeting report. Regularly compiles and maintains data for statistical review and distribution to participating program agencies.

- Contribution of assistance within each program/protocol ensures adherence and best practice through training and evaluation within each program.
- 4) Provide office space at no charge to project partners;
  - 5) The existing CCSO Victim Advocate's continued participation in the Clackamas County Family Violence Coordinating Council's Civil Court Subcommittee and the ASP-FJC High Risk Team and the LAP Implementation Team. This position is funded through other resources and is not included in the budget for this proposal;
  - 6) The ASP Director will participate in the ASP-FJC quarterly court coordination meetings;
  - 7) Participating in twice yearly meetings between ASP-FJC and the courts, as well as annual cross-training;
  - 8) Providing consultation and advisement on how the CWS staff positions funded through this proposal can best serve the Center's video court program and provide legal advocacy services;
  - 9) Provide timely data, fiscal and narrative reports to CWS to fulfill OVW contract requirements; and
  - 10) Participate in an annual partner survey to assist in assessing project success with participants, collaboration success and systems improvement success.

**Clackamas County District Attorney's Office Victim Assistance Program (VAP) will demonstrate a commitment to working together with the multidisciplinary collaborative team to provide training and services to end violence against victims of domestic violence, sexual assault, stalking, and dating violence and fulfill the goals of the proposed project through the following contributions:**

- 1) Provide participation from agency decision-makers to this project by assigning the Victim Services Director, to participate in the Planning and Implementation Team and the High Risk

Team. The position will participate within the course of the agency's regular scope of work and will not be compensated through this project;

- 2) Dedicate an additional .20 FTE (8 hours/week) of the Domestic Violence Investigator's time to the High Risk Team to be funded through this project;
- 3) Assist with trainings as appropriate;
- 4) Provide timely data, fiscal and narrative reports to CWS to fulfill OVW contract requirements; and
- 5) Participate in an annual partner survey to assist in assessing project success with participants, collaboration success and systems improvement success.

**El Programa Hispano Catolico (EPHC) will** demonstrate a commitment to working together with the multidisciplinary collaborative team to provide training and services to end violence against victims of domestic violence, sexual assault, stalking, and dating violence and fulfill the goals of the proposed project through the following contributions:

- 1) Provide participation from agency decision-makers to this project by assigning the Manager of Out-stationed Services to the project, who will manage advocacy funded through this proposal and participate in the planning and implementation workgroups for this project and provide culturally specific consultation to the High Risk Response Team. Gabriella has over ten years' experience working in domestic and sexual violence as well as 15 years' experience managing staff and programs. The position will participate within the course of the agency's regular scope of work and will not be compensated through this project;
- 2) Hire and train .75 FTE, funded through this project, to provide the Project UNICA's culturally specific advocacy and support services, including providing legal advocacy and working in the video-court program;

- 3) Provide culturally specific consultation on protocols, processes and policies related to services offered through this project.

**Clackamas County Circuit Court will** demonstrate a commitment to working together with the multidisciplinary collaborative team to fulfill the goals of the proposed project through the following contributions:

- Provide .5 FTE Abuse Prevention Application Court Clerk- Waiting on information from CCCC;
- To provide information regarding the proper preparation, filing and serving of restraining orders. This clerk will ensure that all documents, in particular orders and judgments submitted for judicial signature, meet statutory requirements. This clerk may assist the judge in court to review and complete the applications;
- This position will assist in the timely disposition of cases where time is of the essence because violent or abusive situations. Keeping the paperwork moving through the court system in an efficient manner will greatly reduce delays and added frustration in this emotional and often complicated process.

**Clackamas County Office of the Administrator will** demonstrate a commitment to working together with the multidisciplinary collaborative team to provide training and services to end violence against victims of domestic violence, sexual assault, stalking, and dating violence and fulfill the goals of the proposed project through the following contributions:

- 1) Serving in the role of the Unit of Local Government for the required partnerships;
- 2) Receive quarterly progress reports/status updates on the project and provide feedback as appropriate;
- 3) Provide technical assistance and project consultation as appropriate.

## **VI. Timeline**

The roles and responsibilities described above are contingent on Clackamas Women's Services receiving funds requested for the project described in the OVW grant application.

Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be 10/01/2016 through 09/30/2019.

## **VII. Commitment to the Partnership**

- 1) The collaboration service area includes Clackamas County Oregon.
- 2) The partners agree to collaborate and provide a coordinated community response, support services such as advocacy, a multi-disciplinary response through a High Risk Response Team and a comprehensive victim service and support center and strengthen legal advocacy services to victims of domestic violence, sexual assault, stalking and dating violence pursuant to the program narrative of the grant application attached to this agreement.
- 3) Compensation for [non-lead] partners' contribution to this project will be provided as outlined in the attached OVW budget detail worksheet.
- 4) We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

## **VIII. Relationship of the Parties**

All parties to this MOU are independent contractors and are solely liable for their own acts and omissions as well as the acts and omissions of their officers, agents, and employees. More specific terms regarding indemnity and insurance requirements will be provided in any subsequent contracts between the parties that relate to or arise out of this MOU.



## **IX. Termination**

Each Party shall have the right to terminate the Memorandum of Understanding by giving 30 days written notice in writing to all other parties at any time. Each party agrees to first effectively address issues and attempt to maintain a partnership. The CWS Board of Directors is available to provide mediation support as needed, and CWS agrees to inform the Office on Violence Against Women should any Party express interest in terminating the agreement. If the Memorandum of Understanding is terminated by any Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress. If the Memorandum of Understanding is terminated a notice will be sent to the Office on Violence Against Women to ensure full disclosure of any concerns regarding the project.

## **X. Amendment clause**

The Memorandum of Understanding may be modified or amended by a written agreement between the Parties.

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John Ludlow, Clackamas County Board Chair

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Date

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Melissa Erlbaum, Executive Director  
Clackamas Women’s Services

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Date

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Clackamas County District Attorney John Foote

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Date

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Clackamas County Sheriff Craig Roberts

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Date

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Patricia Rojas, Executive Director  
El Programa Hispano Catholico

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Date

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Clackamas County Circuit Court

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Date



February 25, 2016

The Board of Commissioners acting as the Governing Body  
of the North Clackamas Parks and Recreation District

Members of the Board:

Board Order Authorizing North Clackamas Parks and Recreation District to Apply for Oregon Parks and Recreation Department Land and Water Conservation Fund Grant Program for Wichita Park

<b>Purpose/Outcomes</b>	NCPRD requests approval to apply for Oregon Parks and Recreation Department (OPRD) Land and Water Conservation (LWCF) funding to develop Wichita Park
<b>Fiscal Impact</b>	The grant application seeks approximately \$250,000 in funding to match NCPRD funds. The total project is estimated at \$510,000.
<b>Funding Source</b>	NCPRD Proposed Capital Projects Fund, 2016/2017 FY
<b>Duration</b>	If awarded, grant funds are available for two years
<b>Previous Action</b>	Not applicable.
<b>Strategic Plan Alliance</b>	<ol style="list-style-type: none"> <li>1. Honor, Utilize, Promote and Invest in our Natural Resources</li> <li>2. Ensure Safe, Healthy, and Secure Communities</li> </ol>
<b>Contact Person</b>	Katie Dunham, Senior Planner, 503-742-4358

**BACKGROUND:**

NCPRD partnered with the City of Milwaukie to complete 30% construction plans and specifications for Wichita Park in 2015. The park master plan, which was updated in 2014, identifies a play structure, perimeter path, picnic tables, benches and a disk golf basket within the park. The park is identified as a high priority need in the 2004 NCPRD Master Plan and 2007 NCPRD Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvements Plan.

NCPRD is partnering with the City of Milwaukie and the Linwood Neighborhood District Association (NDA) to plan for and develop the neighborhood park. The City of Milwaukie owns the park and NCPRD plans for, develops, and manages the City's parks under an Intergovernmental Agreement. NCPRD is seeking approximately \$250,000 in OPRD LWCF grant funding to begin construction of the neighborhood park. Matching funds are budgeted in the proposed NCPRD 2016/2017 FY Capital Projects Fund and will be provided through SDCs and donations from the Linwood NDA. NCPRD has dedicated adequate funding for ongoing operations and maintenance of the new park.

The NCPRD Advisory Board recommended approval of this grant project in their February 10 meeting.

**RECOMMENDATION:**

Staff respectfully recommends that The Board of Commissioners, acting as the Governing Body of the North Clackamas Parks and Recreation District, approve the Board Order authorizing staff to proceed with the Oregon Parks and Recreation Department Land and Water Conservation Fund application.

Respectfully submitted,

Gary Barth, Director

**In the Matter of authorizing the North Clackamas Parks and Recreation District to apply for Local Government Grant assistance from the Oregon Parks and Recreation Department for Development of Wichita Park**

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

Whereas, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

Whereas, the North Clackamas Parks and Recreation District (NCPRD) desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation improvements and enhancements; and

Whereas, the NCPRD Advisory Board and the Board of Directors of the NCPRD, have identified neighborhood park improvements at Wichita Park, within the Linwood neighborhood in Milwaukie, as a high project priority need in the NCPRD 2007 Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvements Plan; and

Whereas, NCPRD and the City worked together to complete 30% Plans and Specifications for the park in May, 2015 and the park master plan is an element of the City of Milwaukie Comprehensive Plan; and

Whereas, NCPRD hereby certifies that the matching share for this application is readily available at this time; and

Whereas, NCPRD has estimated that annual neighborhood park maintenance costs will be approximately \$14,200 at completion of the park and NCPRD has dedicated adequate funding for on-going operations and maintenance of this park and recreation facility; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the Clackamas County Board of Commissioners, acting as the Board of Directors of NCPRD, demonstrates its support for the submittal of a grant application to the Oregon Parks and Recreation Department for development of the Hidden Falls Park and does hereby authorize the District to apply for approximately \$250,000 for site improvements, as specified above.

**DATED** this \_\_\_\_\_ day of February, 2016

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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



February 25, 2016

The Board of Commissioners acting as the Governing Body  
of the North Clackamas Parks and Recreation District

Members of the Board:

Board Order Authorizing North Clackamas Parks and Recreation District to Apply for Oregon Parks and Recreation Department Local Government Grant Program for Hidden Falls

<b>Purpose/Outcomes</b>	NCPRD requests approval to apply for Oregon Parks and Recreation Department (OPRD) Local Government Grant Program (LGGP) funding to acquire and develop Hidden Falls – Phase 1.
<b>Fiscal Impact</b>	The grant application seeks approximately \$400,000 in funding to match NCPRD funds. The total project is currently estimated at \$800,000.
<b>Funding Source</b>	NCPRD Proposed Capital Projects Fund, 2015/2016 FY
<b>Duration</b>	If awarded, grant funds are available for two years
<b>Previous Action</b>	Not applicable.
<b>Strategic Plan Alliance</b>	<ol style="list-style-type: none"> <li>1. Honor, Utilize, Promote and Invest in our Natural Resources</li> <li>2. Ensure Safe, Healthy, and Secure Communities</li> </ol>
<b>Contact Person</b>	Katie Dunham, Senior Planner, 503-742-4358

**BACKGROUND:**

NCPRD partnered with Clackamas County, Metro, and the cities of Happy Valley and Portland to complete the Mount Scott – Scouters Mountain Trail Loop Master Plan in 2014. The plan identifies a 37.5-mile north-south oriented loop multi-use trail project that will link the Springwater Corridor to the Clackamas River, and connect Mt. Talbert Nature Park, Scouters Mountain Nature Park, and Hood View Park to homes, schools, and businesses. The Trail is identified as a priority in the 2004 NCPRD Master Plan and 2007 NCPRD System Development Charges (SDC) Capital Improvements Plan.

NCPRD is partnering with the City of Happy Valley to acquire a property within the proposed trail system currently referred to as “Hidden Falls”. NCPRD would own and operate the future park. NCPRD is seeking approximately \$400,000 in OPRD LGGP grant funding to begin construction of Phase 1 of Hidden Falls, including a multi-use trail and bridge that will connect Hood View Park and two local schools to nearby homes and businesses. Matching funds are budgeted in the NCPRD 2015/2016 Fiscal Year Capital Projects Fund and will be provided through SDCs. NCPRD has dedicated adequate funding for ongoing operations and maintenance of the new park. The NCPRD Advisory Board recommended approval of this grant project in their February 10 meeting.

**RECOMMENDATION:**

Staff respectfully recommends that The Board of Commissioners, acting as the Governing Body of the North Clackamas Parks and Recreation District, approve the Board Order authorizing staff to proceed with the Oregon Parks and Recreation Department Local Government Grant Program application.

Respectfully submitted,

Gary Barth, Director

**In the Matter of authorizing the North Clackamas Parks and Recreation District to apply for Local Government Grant assistance from the Oregon Parks and Recreation Department for Acquisition and Development of Hidden Falls Park**

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

Whereas, the Oregon Parks and Recreation Department (OPRD) is accepting applications for the Local Government Grant Program; and

Whereas, the North Clackamas Parks and Recreation District (NCPRD) desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation improvements and enhancements; and

Whereas, the NCPRD Advisory Board and Clackamas County Board of Commissioners, acting as the Board of Directors of the NCPRD, have identified acquisition and development of a trail and natural resources improvements at Hidden Falls Park, within the Mount Scott – Scouters Mountain Loop Trail as a high priority need; and NCPRD is currently working to acquire the Hidden Falls property, and phase one development of Hidden Falls Park will include improvements to the existing trails and construction of a bridge over Rock Creek; and

Whereas, NCPRD hereby certifies that the matching share for this application is readily available at this time; and

Whereas, NCPRD has estimated that annual trail and natural areas maintenance costs will be approximately \$25,000 at completion of phase one of the park and NCPRD has dedicated adequate funding for on-going operations and maintenance of this park and recreation facility; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the Clackamas County Board of Commissioners, acting as the Board of Directors of NCPRD, demonstrates its support for the submittal of a grant application to the OPRD for acquisition and development of the Hidden Falls Park and does hereby authorize the District to apply for approximately \$400,000 for acquisition and site improvements, as specified above.

**DATED** this \_\_\_\_\_ day of February, 2016

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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



**NORTH CLACKAMAS  
PARKS & RECREATION DISTRICT**

Administration

150 Beaver Creek Rd.  
Oregon City, OR 97045  
503.742.4348 phone 503.742.4349 fax  
ncprd.com

February 25, 2016

The Board of Commissioners acting as the Governing Body  
of the North Clackamas Parks and Recreation District

Members of the Board:

Board Order Authorizing North Clackamas Parks and Recreation District to Apply for Oregon Parks and Recreation Department Local Government Grant Program for North Clackamas Park

<b>Purpose/Outcomes</b>	NCPRD requests approval to apply for Oregon Parks and Recreation Department (OPRD) Local Government Grant Program (LGGP) funding to acquire land adjacent to North Clackamas Park
<b>Fiscal Impact</b>	The grant application seeks approximately \$250,000 in funding to match NCPRD funds. The total project is currently estimated at \$1,200,000.
<b>Funding Source</b>	NCPRD Proposed Capital Projects Fund, 2016/2017 FY
<b>Duration</b>	If awarded, grant funds are available for two years
<b>Previous Action</b>	Not applicable.
<b>Strategic Plan Alliance</b>	<ol style="list-style-type: none"> <li>1. Honor, Utilize, Promote and Invest in our Natural Resources</li> <li>2. Ensure Safe, Healthy, and Secure Communities</li> </ol>
<b>Contact Person</b>	Katie Dunham, Senior Planner, 503-742-4358

**BACKGROUND:**

The North Clackamas Park (NCP) North Side Master Plan was approved as an ancillary document to the City of Milwaukie's Comprehensive Plan in 2012 and includes elements such as trails, picnic shelters and an off-leash dog area. Portions of the concept plan were completed in 2012 in partnership with Water Environment Services including creek overlooks and a small trail. The North Side of NCP is located within a floodplain; therefore, the sustainable option is to relocate some of the concept plan elements out of the floodplain. NCPRD has identified an opportunity to acquire property adjacent to the park that will fulfill this goal and subsequently allow development of the Master Plan elements. NCP North Side improvements are identified as a priority in the 2007 NCPRD System Development Charges (SDC) Capital Improvements Plan.

NCPRD is seeking approximately \$250,000 in OPRD LGGP grant funding to acquire additional property at North Clackamas Park. Matching funds are budgeted in the proposed NCPRD 2016/2017 Fiscal Year Capital Projects Fund and will be provided through additional grants and other NCPRD funds. NCPRD has dedicated adequate funding for ongoing operations and maintenance of the new land. The NCPRD Advisory Board recommended approval of this grant project in their February 10 meeting.

**RECOMMENDATION:**

Staff respectfully recommends that The Board of Commissioners, acting as the Governing Body of the North Clackamas Parks and Recreation District, approve the Board Order authorizing staff to proceed with the Oregon Parks and Recreation Department Local Government Grant Program application.

Respectfully submitted,

Gary Barth, Director

**In the Matter of authorizing the North Clackamas Parks and Recreation District to apply for Local Government Grant assistance from the Oregon Parks and Recreation Department for Acquisition and of North Clackamas Park property**

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

Whereas, the Oregon Parks and Recreation Department (OPRD) is accepting applications for the Local Government Grant Program; and

Whereas, the North Clackamas Parks and Recreation District (NCPRD) desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation improvements and enhancements; and

Whereas, the NCPRD Advisory Board and Clackamas County Board of Commissioners, acting as the Board of Directors of the NCPRD, have identified development of the North Clackamas Park North Side Master Plan elements as a high priority need; and NCPRD currently has an opportunity to acquire property adjacent to North Clackamas Park outside of the floodplain; and

Whereas, NCPRD hereby certifies that the matching share for this application is readily available at this time; and

Whereas, NCPRD has estimated that annual additional trail and natural areas maintenance costs will be approximately \$15,000 at completion of park development and NCPRD has dedicated adequate funding for on-going operations and maintenance of this park and recreation facility; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the Clackamas County Board of Commissioners, acting as the Board of Directors of NCPRD, demonstrates its support for the submittal of a grant application to the OPRD for acquisition of land adjacent to North Clackamas Park for future implementation of the North Side Master Plan and does hereby authorize the District to apply for approximately \$250,000 for acquisition and site improvements, as specified above.

**DATED** this \_\_\_\_\_ day of February, 2016

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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