

AGENDA *Revised

Thursday, July 1, 2021 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-49

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. BOARD DISCUSSION ITEMS *(The following items will be individually discussed by the Board only, followed by Board action.)*

1. Consideration of Two Proposed Resolutions Addressing Fireworks in Clackamas County (Stephen Madkour, County Counsel)
 - a. Approval of a Resolution in the Matter of Extreme Temperatures and Dry Conditions and Encouraging Measures to Reduce the Risk of Fires Caused by Human Activities
 - b. Approval of a Resolution Declaring an Emergency as a Result of Extreme Temperature and Dry Conditions and Ordering Measures to Reduce the Risk of Fires by Human Activities
2. Approval of Addendum No. 9 to Resolution No. 2020-14, Declaring a Local State of Emergency Measures (Stephen Madkour, County Counsel)
3. Approval of a Resolution Supporting Clackamas County's Commitment to Economic Recovery Post-Pandemic (Chair Smith, Board of County Commissioners)
4. Approval of a Resolution Affirming Clackamas County's Commitment to History and Culture (Chair Tootie Smith, Board of County Commissioners)

*****COVID Updates**

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

1. First Reading of Board Order Planning for Summer Congestion Around Barton and Carver Parks (Scott Ciecko, County Counsel)
2. First Reading of an Ordinance Amending Chapter 8.03 of the Clackamas County Code – Secondhand Dealers (Scott Ciecko, County Counsel)

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

A. Health, Housing and Human Services

1. Approval to execute a Short-term Revenue Sharing Agreement between Clackamas County and Metro to Receive Revenues Collected from Measure 26-210 Starting July 1, 2021.

B. Administration

1. Approval of an Amendment to an Intergovernmental Agreement with the State of Oregon Related to Funding for a Future County Courthouse. No financial impact from this amendment.

IV. NORTH CLACKAMAS PARKS AND RECREATION DISTRICT 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.)

1. Approval of an Intergovernmental Agreement (IGA) between North Clackamas Parks and Recreation District (NCPRD) and North Clackamas School District (NCSD) to provide Summer Enrichment Programs for Students. IGA will provide up to \$237,311 and is included in the FY21-22 NCPRD adopted budget. No County General Funds are involved.

V. PUBLIC 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. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

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. <https://www.clackamas.us/meetings/bcc/business>

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

In the Matter of Extreme
Temperatures and Dry Conditions and
Encouraging Measures to Reduce the
Risk of Fires Caused by Human
Activities



Resolution No. _____
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WHEREAS, Clackamas County has been experiencing extremely hot temperatures and dry conditions for several days. New record high temperatures were recorded in the Portland metropolitan area. The forecast through the 4th of July holiday continues to call for hot and dry weather conditions;

WHEREAS, the hot and dry weather conditions contribute to drought-like conditions and also present a high fire danger;

WHEREAS, the National Weather Service has issued an Excessive Heat Warning for much of the state, including high temperatures for Clackamas County, through 8PM on Sunday, July 4, 2021;

WHEREAS, the extreme heat is contributing to already high fire danger within area forests;

WHEREAS, water levels in area lakes, reservoirs, rivers and streams are approaching all-time lows, and municipalities within Clackamas County are monitoring water use and encouraging users to implement volunteer reduction efforts due to a shortage of chlorine necessary for treatment;

WHEREAS, human activity can be a contributing cause to fires and wildfires. Such activity includes, but is not limited to, smoking, open burning of fires, use of heat generating or spark emitting vehicles, tools, and implements, and the use of both legal and illegal fireworks;

WHEREAS, the Fourth of July is Independence Day, a national holiday celebrating our nation's independence and commemorating the Declaration of Independence on 1776. This holiday is frequently celebrated with both the public and private display of fireworks;

WHEREAS, due to the dry weather conditions and extreme heat forecasted for the Pacific Northwest region, the use of fireworks within the region during the Fourth of July holiday presents a high likelihood of fire danger;

WHEREAS, there is a critical need to preserve water resources and not overly tax existing emergency response capacities within the region;

WHEREAS, Clark County, Washington has prohibited the sale and use of fireworks, and the Cities of Portland, Tualatin and Milwaukie have prohibited the use of fireworks during the July 4th weekend holiday;

WHEREAS, a number of other Oregon Counties, such as Deschutes, Wasco, Lane, are considering declaring emergencies and imposing bans on legal fireworks;

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

In the Matter of Extreme
Temperatures and Dry Conditions and
Encouraging Measures to Reduce the
Risk of Fires Caused by Human
Activities



Resolution No. _____
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WHEREAS, Governor Brown has invoked the Emergency Conflagration Act in response to the Wrentham Market Fire that broke out in Wasco County and that a threat to life, safety, and property exist due to the fire, and the threat exceeds the firefighting capabilities of local firefighting personnel and equipment;

WHEREAS, due to these hot and dry weather conditions, the U.S. Forest Service has prohibited all fireworks, campfires, charcoal or briquette fires, pellet fires, or any other open fires through the Mt. Hood National Forest, Gifford Pinchot National Forest, and Forest Service Lands within the Columbia River Gorge National Scenic Area;

WHEREAS, the Clackamas Fire District #1 has requested that the Board of County Chief impose a ban on legal fireworks; and

WHEREAS, the spread of fires can be reduced by educating the public of the dangers of wildfire and the careless use of fireworks and other fire causing activities;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS that:

1. The public is urged to celebrate the Fourth of July holiday in a safe and orderly manner and without resorting to the use of fireworks;
2. The public is discouraged from engaging in any activities that, if not carefully performed, could result in fires. Such activities includes, but are not limited to, use of fireworks, smoking, open burning of fires, use of heat generating or other spark emitting vehicles, tools, and implements;
3. As appropriate, Clackamas County will coordinate the implementation, education, response, and recovery of this emergency with local and state jurisdictions, including Clackamas County Fire District No. 1, Tualatin Valley Fire and Rescue, and all other municipal fire departments;
4. That efforts be made to fully educate County residents on the dangers of improper and careless use of any fireworks or other spark or heat emitting devices, and the fire risk dangers imposed by the use of fireworks or other spark or heat emitting devices, whether legal or illegal under Oregon law; and
5. This Resolution is effective upon signing and will remain in effect, unless otherwise amended, revoked or extended, until July 8, 2021.

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

In the Matter of Extreme
Temperatures and Dry Conditions and
Encouraging Measures to Reduce the
Risk of Fires Caused by Human
Activities



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DATED this ___ day of July 2021.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

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

In the Matter of Declaring an
Emergency as a Result of Extreme
Temperature and Dry Conditions and
Ordering Measures to Reduce the
Risk of Fires by Human Activities



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WHEREAS, ORS 401.025(1) defines “Emergency” as “a human created or natural event or circumstance that causes or threatens widespread loss of life, injury to person or property, human suffering or financial loss, including but not limited to: (a) Fire, . . . severe weather . . . drought”;

WHEREAS, ORS 401.309 authorizes the Board of County Commissioners as the governing body to declare a state of emergency within the County and to establish procedures to prepare for and carry out any activity to prevent, minimize, respond to or recover from an emergency;

WHEREAS, Clackamas County has been experiencing extremely hot temperatures and dry conditions for several days. New record high temperatures were recorded in the Portland metropolitan area. The forecast through the 4th of July holiday continues to call for hot and dry weather conditions;

WHEREAS, the hot and dry weather conditions contribute to drought-like conditions and also present a high fire danger;

WHEREAS, the National Weather Service has issued an Excessive Heat Warning for much of the state. High temperatures are forecasted for Clackamas County through Sunday, July 4, 2021;

WHEREAS, the extreme heat is contributing to already high fire danger within area forests;

WHEREAS, water levels in area lakes, reservoirs, rivers and streams are approaching all-time lows, and municipalities within Clackamas County are monitoring water use and encouraging users to implement volunteer reduction efforts due to a shortage of chlorine necessary for treatment;

WHEREAS, human activity can be a contributing cause to fires and wildfires. Such activity includes but is not limited to smoking, open burning of fires, use of heat generating or spark emitting vehicles, tools, and implements, and the use of both legal and illegal fireworks;

WHEREAS, the Fourth of July is Independence Day, a national holiday celebrating our nation’s independence and commemorating the Declaration of Independence on 1776. This holiday is frequently celebrated with both the public and private display of fireworks;

WHEREAS, due to the dry weather conditions and extreme heat forecasted for the Pacific Northwest region, the use of fireworks within the region during the Fourth of July holiday presents a high likelihood of fire danger;

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

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WHEREAS, there is a critical need to preserve water resources and not overly tax existing emergency response capacities within the region;

WHEREAS, Clark County, Washington has prohibited the sale and use of fireworks, and the City of Portland, the City of Tualatin, and the City of Milwaukie have prohibited the use of fireworks during the July 4th weekend holiday;

WHEREAS, a number of other Oregon Counties, such as Deschutes, Wasco, Lane, are considering declaring emergencies and imposing bans on legal fireworks;

WHEREAS, Governor Brown has invoked the Emergency Conflagration Act in response to the Wrentham Market Fire that broke out in Wasco County and that a threat to life, safety, and property exist due to the fire, and the threat exceeds the firefighting capabilities of local firefighting personnel and equipment;

WHEREAS, due to these hot and dry weather conditions, the U.S. Forest Service has prohibited all fireworks, campfires, charcoal or briquette fires, pellet fires, or any other open fires through the Mt. Hood National Forest, Gifford Pinchot National Forest, and Forest Service Lands within the Columbia River Gorge National Scenic Area;

WHEREAS, the Clackamas Fire District #1 has requested that the Board of County Chief impose a ban on legal fireworks; and

WHEREAS, ORS 401.309 and the Clackamas County Emergency Operations Plan authorize the county governing body to declare a state of emergency within the county or within a designated portion of the county and to establish procedures to prepare for and carry out activities which are necessary to prevent, minimize, respond to, or recover from an emergency; now therefore,

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS that:

1. Pursuant to ORS 401.309 and the Clackamas County Code Chapter 6.03, a local emergency is declared to exist throughout Clackamas County due to the significant fire danger occasioned by the record-breaking excessive heat conditions occurring throughout the region and projected to continue through at least July 4, 2021, and likely beyond;
2. Pursuant to the authority provided in ORS Chapter 401, County Code Chapter 6.03, and ORS 480.160, the governing body orders that the use of any and all fireworks, as defined by ORS 480.111, within the unincorporated area of Clackamas County

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during this declared emergency is strictly prohibited. Violations of this order are a civil penalty subject to a \$500 fine. For purposes of these prohibitions, “use” includes lighting, exploding, or igniting in any way. Use of fireworks that are illegal under state law continue to be prohibited at all times;

3. Prohibiting the open burning of any fires;
4. Discouraging the use of any activities that, if not carefully performed, could result in fires. Such activity includes, but is not limited to, smoking, open burning of fires, use fireworks or other heat generating or spark emitting vehicles, tools, and implements;
5. As appropriate, Clackamas County will coordinate the implementation, education, response, and recovery of this emergency with local and state jurisdictions, including Clackamas County Fire District No. 1, Tualatin Valley Fire and Rescue, and all other municipal fire departments;
6. That efforts be made to fully educate County residents on the dangers of improper and careless use of any fireworks or other spark or heat emitting devices and the fire risk dangers imposed by the use of such devices, whether legal or illegal under Oregon law; and
7. This Resolution is effective upon signing and will remain in effect, unless otherwise amended, revoked or extended, until July 8, 2021.

DATED this ___ day of July 2021.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

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

In the Matter of Declaring a Local
State of Emergency and Declaring
Emergency Measures



ADDENDUM No. 9 to
RESOLUTION No. 2020 - 14
Page 1 of 3

1. By way of Board Order 2020-09, Clackamas County formally declared a state of emergency for Clackamas County, effective on the 2nd day of March 2020, at 10:25 a.m., for the entire County. That declaration of emergency was continued by way of Resolution No 2020-14.
2. A First Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on March 24, 2020 where the Board found that the conditions giving rise to the declaration of emergency remained in existence and it was necessary to extend the duration of the declaration of emergency until June 30, 2020.
3. A Second Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on April 9, 2020, where the Board imposed additional emergency measures.
4. A Third Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on June 11, 2020, where the Board extended the declaration of emergency to July 31, 2020.
5. A Fourth Addendum to Resolution No. 2020-14 was approved by the Board of County Commissioners on July 23, 2020, where the Board extended the declaration of emergency to September 12, 2020, and imposed additional emergency measures numbered 13 and 14.
6. A Fifth Addendum to Resolution No. 2020-14 was approved by the by the Board of County Commissioners on September 10, 2020, where the Board extended the declaration of emergency to January 8, 2021.
7. A Sixth Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on December 17, 2020, where the Board extended the declaration of emergency to February 26, 2021.
8. A Seventh Addendum to Resolution No. 2020-14 was approved by the Board of County Commissioners on February 18, 2021, where the Board extended the declaration of emergency including all emergency measures, with the exception of measure 7, through to December 31, 2021.
9. An Eight Addendum to Resolution No 2020-14 was approved by the Board of County Commissioners on May 20, 2021, where the Board extended permit applications for land use approvals and rescinded the waiver of late fees for obtaining dog service licenses.

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

In the Matter of Declaring a Local
State of Emergency and Declaring
Emergency Measures



ADDENDUM No. 9 to
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10. On or about June 25, 2021, the Governor of the State of Oregon approved Executive Order No. 21-15 rescinded existing COVID-19 public health restrictions around face coverings, physical distancing, capacity limits and other requirements but left in place the current state of emergency for the limited purpose of the State of Oregon's economic recovery efforts.
11. By way of this Ninth Addendum to Resolution No 2020-14, the Board of County Commissioners find that, because of the widespread availability and uptake of safe and effective vaccines against COVID-19, the need for many existing restrictions in the aforementioned Resolutions and Addendums are no longer necessary. However, the Board of County Commissioners find that because of the continuing need to support ongoing COVID-19 vaccination and other public health efforts, and the economic recovery of Clackamas County, conditions giving rise to the declaration of emergency remain in existence and therefore some of the measures adopted shall remain.

NOW, THEREFORE, IT IS HEREBY ORDERED BY WAY OF THIS NINTH ADDENDUM that:

Clackamas County Board Order No. 2020-14 shall remain in effect until December 31, 2021 for the limited purpose of continuing COVID-19 vaccination and public health efforts, and matters reasonably related to the same, and to assist in the economic recovery of Clackamas County. Provided, however, that the prohibition on persons gathering or congregating upon any public street, public place, or any outdoor place within the area designated as an emergency area is hereby rescinded.

NOW, THEREFORE, IT IS HEREBY FURTHER ORDERED BY WAY OF THIS NINTH ADDENDUM that:

All other previously declared measures (see attached) and any other Board authorized waiver, amendment, or concession based on this COVID 19 emergency declaration are hereby rescinded as of the date of this Ninth Addendum **except** for the following:

1. The measure authorizing the County and special district functions, hearings, and other public meetings to be conducted using telephonic or video conferencing technology, or through other electronic or virtual means, granted in the Fourth Addendum shall remain in effect.
2. The measure authorizing the Board of County Commissioners to waive provisions of the Zoning and Development Ordinance to authorize temporary uses or temporary modifications to existing developments to facilitate social distancing and other requirements of the Governor's COVID-19 related executive orders granted in the Fourth Addendum shall remain in effect.

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

In the Matter of Declaring a Local
State of Emergency and Declaring
Emergency Measures



ADDENDUM No. 9 to
RESOLUTION No. 2020 - 14
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3. The measure authorizing the Board of County Commissioners to extend the permit expirations for land use approvals issued by the County granted in the Eighth Addendum shall remain in effect.

To assist in ongoing recovery efforts, the County Administrator and his designee are delegated specific authority to implement and enforce any emergency measures declared by the Board of County Commissioners. This delegation includes, but is not limited to, authority to execute any contract, grant, grant application, cooperative agreement, or amendment or renewal of the same, reasonably related to the continuing COVID-19 vaccination, and other public health efforts, or that assists in the economic recovery of Clackamas County. Provided, however, that the County Administrator will seek approval and ratification by the Board of County Commissioners at their next available meeting following exercise of this delegated authority.

DATED this 1st day of July 2021.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



July 1, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Resolution Supporting
 Clackamas County's Commitment to
 Economic Recovery Post-Pandemic

Purpose/Outcomes	To adopt a resolution that recognizes, encourages, and supports Clackamas County's continuing commitment to business and economic recovery and resilience.
Dollar Amount and Fiscal Impact	No dollar amount is identified at this time.
Funding Source	To be determined by request of Federal and State funds.
Duration	Effective upon signature by the Board until businesses and the economy have reached full financial recovery.
Strategic Plan Alignment	This resolution aligns with two Performance Clackamas strategic priority areas: <ol style="list-style-type: none"> 1. Grow a Vibrant Economy to continue supporting stability and growth in Clackamas County businesses and to ensure a sufficient workforce is employed to promote job growth; and 2. Build Public Trust through Good Government by making decisions and delivering services that are equitable, inclusive and transparent.
Previous Board Action	Administrator Issues Discussions – Tuesday, June 29, 2021 10:00 AM and 1:30 sessions
County Counsel Review	This resolution was reviewed and approved by Stephen Madkour 6.30.21
Procurement Review	No
Contact Person	Emily Klepper 503-742-5933

BACKGROUND:

Clackamas County experienced significant and adverse economic impacts due to the COVID-19 pandemic that began on March 4, 2020. Businesses and the greater economy have suffered financial distress, workforce shortages, business closures and uncertainty for these last 16 months.

During the pandemic Clackamas County took several actions to mitigate and combat these effects for the business community including offering small business loans and grants, developing Business Recovery Centers, providing personal protection equipment (PPE) and offering zoning modifications.

As the state restrictions associated with the pandemic have now been lifted, the Board of County Commissioners, is committed to the economic recovery of this community. Approval of this resolution acknowledges the need to call on the State for additional resources and commits the County to looking at support opportunities that move the economy towards recovery and resiliency.

RECOMMENDATION:

Staff respectfully recommends adoption of this resolution.

Sincerely,

Emily Klepper

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

In the Matter of

Economic Recovery in Clackamas
County Post-Pandemic

Resolution No. _____
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WHEREAS, since March 4, 2020, the COVID-19 pandemic has severely impacted Clackamas County residents and businesses with unprecedented interruptions in all aspects of our daily life; and

WHEREAS, the COVID-19 pandemic, in conjunction with emergency measures from the Governor's Office and the Oregon Health Authority, have closed schools and day cares, shuttered restaurants and bars, and imposed social distancing requirements that made office work environment virtually untenable; and

WHEREAS, the COVID-19 pandemic has caused massive unemployment resulting in those once gainfully employed to experience financial distress, often resulting in an inability to pay rent, maintain mortgage payments, and meet basic needs; and

WHEREAS, Clackamas County has lost 32% of its licensed childcare programs during the pandemic, further limiting the ability of workers to return to the workplace; and

WHEREAS, at the height of the pandemic, the number of workers in Clackamas County's labor force fell by nearly 11,000; and

WHEREAS, the COVID-19 pandemic has taken the lives of over 2,750 Oregonians and caused the hospitalization of 11,640 more, which has stressed our community's health care facilities and health care workers; and

WHEREAS, receiving the COVID-19 vaccine is free and encouraged for good public health, and taking the vaccine is a choice; and

WHEREAS, many Oregonians may experience barriers to vaccinations because of racial, economic or geographic disparities, or because of vaccine hesitancy; and

WHEREAS, Clackamas County has developed an equity plan addressing known community barriers so everyone has access to the vaccine; and

WHEREAS, businesses requiring vaccines could be a barrier to employment, especially for marginalized communities, the immunocompromised, and those who claim religious exemptions; and

WHEREAS, business impacts have included lost revenue as well as accumulated costs specific to pandemic response; and

WHEREAS, workforce shortages are making it challenging for businesses to hire staff, further impeding recovery; and

WHEREAS, in response, Clackamas County has provided assistance to businesses, including creating the Who's Open website to encourage connectivity between businesses and

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

In the Matter of

Economic Recovery in Clackamas
County Post-Pandemic



Resolution No. _____

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customers; providing complimentary PPE; funding grants to small businesses, including childcare providers; temporarily waiving rules to support physical distancing; and providing funds to create a small business legal clinic and six Business Recovery Centers across the County; and

WHEREAS, Clackamas County did not receive direct federal Coronavirus Aid, Relief, and Economic Security (CARES) Act dollars and did not receive equal amount of CARES support from the State, which impeded Clackamas County's ability to support businesses at the level of neighboring jurisdictions; and

WHEREAS, businesses are still struggling and needs continue to exceed available aid; and

WHEREAS, businesses are integral to the well-being and economic security of our communities and the State of Oregon.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS that:

1. The Board of County Commissioners recognizes the need to position not only Clackamas County, but the state, as an attractive and competitive place for businesses to thrive;
2. State government is encouraged to open daycares, schools, camps, recreational activities and other outlets to full capacity to allow our children to engage with each other and provide working parents the alternatives they need to return to the workforce and on-site employment;
3. State government is encouraged to employ other available resources to return our workforce to gainful employment through training and development to meet the changing business circumstances post COVID-19;
4. The Board of Commissioners resolves to continue exploration of Federal and State funds to use in efforts to support business recovery and community resilience;
5. The Board of Commissioners supports the development of business resilience recovery planning in partnership with the State and other local governments to help businesses succeed, which should include strategies for assisting business recovery such as financial assistance, grant programs, childcare option expansion, workforce development, and other tools.

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

In the Matter of

Economic Recovery in Clackamas
County Post-Pandemic



Resolution No. _____
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6. The Board of Commissioners calls on the State to dedicate additional funds and resources to support the development and implementation of a plan as described above to ensure a positive future and forward direction for our businesses and community members.

DATED this ___ day of ___ 2021.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



July 1, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Resolution affirming
Clackamas County's Commitment to History and Culture

Purpose/Outcomes	To adopt a resolution that affirms and acknowledges Clackamas County's rich and diverse history and culture.
Dollar Amount and Fiscal Impact	No dollar amount is identified at this time.
Funding Source	None
Duration	Effective upon signature by the Board
Strategic Plan Alignment	This resolution affirms two Performance Clackamas strategic priority areas: Honor, Utilize, Promote and Invest in our Natural Resources and Grow a Vibrant Economy
Previous Board Action	Administrator Issues discussion – Tuesday, May 11 Administrator Issues discussion – Tuesday, June 1 Administrator Issues discussion – Tuesday, June 15
County Counsel Review	This resolution was reviewed and approved by County Counsel on June 21, 2021
Procurement Review	No
Contact Person	Emily Klepper 503-742-5933

BACKGROUND:

Clackamas County has a richly diverse history and culture. By affirming this resolution, the Board of County Commissioners acknowledges the many facets of its heritage from tribal impacts and natural features to the development of the Oregon Territory within the United States. Additionally the resolution commits that history is an important component of tourism and its preservation is essential to the future of the county.

This resolution has been reviewed by Tourism Development Council representatives, Leaders of Equity, Diversity and Inclusion Council and staff.

RECOMMENDATION:

Staff respectfully recommends adoption of this resolution.

Sincerely,
Emily Klepper

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

In the Matter of Affirming
Clackamas County's Commitment
to History and Culture



Resolution No. _____
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WHEREAS, Clackamas County recognizes that history and culture reflect and shape values, beliefs, and aspirations, defining a people's identity; and

WHEREAS, Clackamas County affirms that in an era of globalization, history helps us to remember our cultural diversity as well as the experiences and contributions of previous generations, and its understanding develops mutual respect and renewed dialogue; and

WHEREAS, Clackamas County is named for the Clackamas people who lived here, and is also the homeland of the Chinook, Tualatin, Kalapuya, Molalla and other tribes and bands who lived and visited here from time immemorial and who continue to live here; and

WHEREAS, Clackamas County was formed as one of the original four districts of the Oregon Country in 1843; and

WHEREAS, Clackamas County is home to Oregon City, the original and main terminus of the Oregon Trail, the route of the greatest voluntary mass migration, which was platted by Hudson Bay Company's Chief Factor, Dr. John McLoughlin, in 1842; and

WHEREAS, Oregon City is the first American city west of the Rocky Mountains, incorporated in 1844, and was Oregon's territorial and then first state Capital; and

WHEREAS, Clackamas County is home to Willamette Falls on the Willamette River which is the ancestral homeland as well as a key fishing and trading center for the indigenous peoples and tribes who were displaced by government policies; and

WHEREAS, Willamette Falls is the second largest waterfall in America by water volume and it has been used as a hydropower resource, creating opportunities for lumber mills, grain milling, wool fabric production, brick manufacturing, and electricity generation, including the first long-distance transmission of electricity in the United States, and perhaps the world, from Oregon City to Portland; and

WHEREAS, The Willamette Falls Locks was built by the Peoples Transportation Company and opened in 1873, allowing for significant improvement of river transportation in the Willamette Valley for years; and

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

In the Matter of Affirming
Clackamas County's Commitment
to History and Culture



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WHEREAS, Clackamas County is a proud partner in the Willamette Falls Legacy Project, which will revive a cherished cultural site, create public access to the river, restore habitat for fish, lamprey, and numerous other species, promote tourism and economic development within the City of Oregon City; and

WHEREAS, Clackamas County includes 16 cities and numerous unincorporated communities, each with its own unique history that enriches the cultural diversity of Clackamas County, and

WHEREAS, over 60 local entities and organizations support the work of history and culture such as the Clackamas Historical Society, the Museum of the Oregon Territory, Willamette Falls Heritage Area and Landing Coalition, Clackamas County Tourism and Cultural Affairs, and many others;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS that:

1. The Clackamas County Board of Commissioners does hereby affirm that Clackamas County's rich history and culture are an important component of local, state and national tourism; and
2. Clackamas County will preserve, cultivate, and invest in activities and organizations that support this history, -culture and tourism.

DATED this ____ day of July, 2021.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

Stephen L. Madkour
County Counsel

Kathleen Rastetter
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STAFF REPORT

July 1, 2021

To the Clackamas County Board of County Commissioners

In the Matter of planning and policy adoption for summer congestion in and around Barton and Carver parks

Purpose	Adoption of a Board order making a policy decision for how to deal with congestion and related issues at and near Barton and Carver parks during busy summer days. This policy consists of the Board determining how to utilize limited County resources in order to maximize public benefit and minimize safety and liability risks, and also includes passage of an ordinance increasing the fine for illegal parking on County roads.
Dollar Amount and Fiscal Impact	Adoption of this order and ordinance is not expected to have a significant financial impact on the County as the plan utilizes money that is already within departmental budgets. There will be some financial impact on citizens who park illegally in no parking zones if they receive a citation at the new higher fine amount, but those impacts are entirely avoidable by complying with no parking signs.
Funding Source	Department budgets.
Duration	This plan and ordinance amendment will continue in effect until they are amended by the Board.
Previous Board Action/Review	This matter was presented to the Board by staff at a policy session on June 1, 2021.
Strategic Plan Alignment	1. This matter is consistent with the following department strategic goals: BCS – County Parks -- aligns with the department goal of providing outdoor recreation, camping, and land stewardship services to residents and visitors so they can experience clean, safe and healthy recreation and natural resource opportunities in rural Clackamas County by coordinating with our county partners to increase safety around Barton and Carver Parks and the surrounding area.

	<p>DTD - aligns with the department goal of providing travelers on Clackamas County roads safe roads in good condition.</p> <p>CCSO - the plan aligns with the department goal of providing public safety to those who live, work and, in this case play in Clackamas County, so they can enjoy safe, livable communities.</p> <p>2. This matter is consistent with the County's Performance Clackamas goals of ensuring safe, healthy, and secure communities.</p>
Counsel Review	This matter is being presented in part by legal counsel and has been reviewed thereby.
Contact Persons	<p>Scott Ciecko, Assistant County Counsel</p> <p>Sarah Eckman, Interim Director</p> <p>Business and Community Services</p>

BACKGROUND: The congestion and crowding at and around Barton and Carver parks occurs on hot summer days, primarily on weekends, when hundreds, if not thousands, of people and cars flock to the Clackamas River to float the river. The high numbers of people and cars on these days results in significant congestion and increased risk of motor vehicle accidents, creates noise and inconvenience to neighboring residents, and often ends with people becoming intoxicated and causing disturbances or altercations. Summer is quickly approaching so the time to act is now.

Despite these problems, it is not possible to prevent people from flocking to the river and using County roads to get there. Although it would conceivably be possible to close the parks altogether on hot summer days, that option is not recommended and still would not prevent people from coming to the river in droves, parking along County roads, and finding alternate routes to access the river.

County departments addressing these issues have limited resources and limited options for how to respond. The proposed plan to be adopted by board order takes into consideration the budgetary constraints involved, the options available to try to mitigate the problems, and the recommended actions selected from amongst those options. Staff asks the Board to approve the plan now, prior to the hottest and busiest months at these parks, so that there is clear direction and policy approval as to how to proceed in addressing issues that will inevitably arise.

In summary, the plan involves DTD adding additional "No Parking, Tow Away" signage near park entrances, and adding "Congestion" signage near parks to warn motorists of additional pedestrian and vehicular traffic. Additionally, the Sheriff's Office will be providing reserve deputies as available at and near the parks. Although the reserves will have authority to issue citations for illegally parked vehicles and to request that those vehicles be towed, the reality is that those tasks are time intensive and it is expected that there not be reserve deputies available for exclusive assignment to these parks each weekend day. A single tow can require up to two hours of deputy time, so towing will be limited only to vehicles parked in the public right of way that are

obstructing vehicular traffic. The fine for illegal parking, however, will be increased by ordinance from \$40 to \$80. The full plan is described in the proposed board order.

RECOMMENDATION: Staff recommends that the Board adopt the proposed board order implanting the summer parks plan as well as an ordinance increasing the fine for illegal parking on County roads from \$40 to \$80.

Respectfully submitted by:

s/ Scott Ciecko
Scott Ciecko, Assistant County Counsel

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

In the Matter of Planning for Summer
Congestion Around Barton and Carver
Parks



Order No. _____
Page 1 of 2

WHEREAS, every summer on hot days thousands of people flock to the Clackamas River to recreate and float between Barton and Carver parks, which are owned and operated by Clackamas County;

WHEREAS, it is not possible to prevent the large numbers of people from using County roads to visit the parks and surrounding areas, and with the large numbers of visitors there are inherent and unavoidable problems that occur including but not limited to traffic congestion, pedestrians walking on roadways, and illegal parking;

WHEREAS, Consistent with ORS 30.265(6)(c) Clackamas County desires to reduce the risks associated with these problems as best as it can by making discretionary policy decisions about how to utilize limited County resources;

WHEREAS, the Board of County Commissioners, based upon recommendations of County staff, has carefully considered various options for addressing these problems as well as the estimated costs and benefits from the options; and

WHEREAS, this Order adopts and implements the County's plan for dealing with summer congestion and related issues in and around Barton and Carver parks as was discussed at a policy session on June 1, 2021 at 3:30 pm, and as recommended by County staff in documents submitted therefore.

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

1. Permanent warning signs will be installed on County roads near Barton and Carver parks in the locations recommended by staff from the Department of Transportation and Development. Those signs will indicate "CONGESTION AHEAD," and will provide information to pedestrians and drivers about where and when the congestion should be expected;
2. County Parks will utilize its limited staff for park related duties including providing information to visitors and performing maintenance within the parks, but will not direct staff to perform broader law enforcement duties. Instead County Parks will utilize amounts available in its budget to pay for reserve deputies as available and private security officers to provide law enforcement and parks patrol services on what are expected to be the busiest days;
3. The Clackamas County Sheriff's Office should be prepared to respond to emergent situations in and around the parks, and should assign volunteer reserve deputies to the parks when scheduling and call volume allow;

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

In the Matter of Planning for Summer
Congestion Around Barton and Carver
Parks



Order No. _____
Page **2** of **2**

4. No parking zones and signage will be expanded to the roadways near the parks as shown in materials submitted for the policy session. Enforcement of the no parking zones will be primarily by way of issuance of citations and the fine for illegal parking will be increased by separate ordinance from \$40 to \$80. Towing of illegally parked vehicles should only occur when a vehicle is parked in a manner so that it presents an immediate risk to the traveling public, or in other circumstances where a tow becomes necessary;

5. County Parks staff will work with the Department of Public and Governmental Affairs to conduct public outreach and messaging urging visitors to use caution when traveling in and around the parks, and to carpool to reduce the number of vehicles using the roadways.

DATED this ____ day of July, 2021.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

ORDINANCE NO. _____

**An Ordinance Amending Appendix B, Fines, of the
Clackamas County Code and declaring an emergency.**

WHEREAS, ORS 203.065(1) requires that fines be adopted by ordinance; and

WHEREAS, the Sheriff would like to increase fines associated with parking citations; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: The fines shown on the Exhibit 1 of this ordinance shall be included in Appendix B of the Clackamas County Code.

Section 2: The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of this ordinance is necessary to capture the fine increase for this fiscal year.

Section 3: Effective date. The changes to fines authorized by this ordinance and shown on the attachments shall become effective on July 1, 2021.

ADOPTED this __ day of July, 2021.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

DEPARTMENT/DIVISION	AUTHORIZING LEGISLATION	Fine set by ORS	ORS auth. fine	Code auth. fine	FINE AMOUNT	<i>Proposed FINE AMOUNT for FY 2021-2022</i>
SHERIFF						
All Other Parking Citations	Code §7.01.050.A			x	\$40	\$80



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STAFF REPORTS

July 1, 2021

To the Clackamas County Board of County Commissioners

In the Matter of an Ordinance Amending Chapter 8.03 of the Clackamas County Code --Secondhand Dealers

Purpose/Outcome	Adoption of this ordinance is intended to ensure consistency with State law, to assist deputies in tracking stolen property, and to ensure amounts owed to the County by secondhand dealers are paid.
Dollar Amount and Fiscal Impact	Adoption of this ordinance is not expected to have a significant financial impact.
Funding Source	Adoption of this ordinance will not result in the expenditure of County funds.
Duration	If the Secondhand Dealer code is amended that amendment will continue in effect until further amendment.
Previous Board Action/Review	This matter was presented to the Board by staff at a policy session (Administrator issues) on June 8, 2021.
Strategic Plan Alignment	1. This matter is consistent with the Clackamas County Sheriff's Office's strategic goal of providing public safety to those who live, work and, recreate in Clackamas County so they can enjoy safe, livable communities. 2. This matter is consistent with the County's Performance Clackamas goal of ensuring safe, healthy, and secure communities.
Counsel Review	This matter is being presented in party by legal counsel and has been reviewed thereby.
Contact Person	Scott Ciecko, Assistant County Counsel Lt. Chris Cate, Clackamas County Sheriff's Office

BACKGROUND: Chapter 8.03 of the County Code regulates secondhand dealers – businesses that acquire and resell secondhand personal property – within unincorporated Clackamas County. The Sheriff's Office is responsible for administering that chapter and is requesting the Board to make three minor changes. Those changes are:

1. Clarifying that the ordinance does not regulate the purchase and/or sale of firearms. This change is necessary so that the code is consistent with State law, which provides that counties cannot regulate transactions of firearms. See ORS 166.170;
2. Requiring that secondhand dealers take a photograph or still video of each item of personal property that they purchase, sell, or loan. This measure is intended to assist law enforcement with tracking of stolen property when it is purchased or sold by secondhand dealers. Dealers are already required to take photographs of individuals that they conduct business with, so this additional photograph is not expected to be burdensome on dealers;
3. Clarifying that when dealers fail to pay any fines or fees that are assessed against them the County may use debt collections agencies in an effort to recover amount owing.

These three changes are relatively minor and are not expected to have financial or other substantive impacts on the County or secondhand dealers, but will make the chapter consistent with State law and assist the Sheriff's Office in tracking stolen property.

The Board previously was briefed about these proposed changes at a policy session under Administrator Issues, on June 8, 2021.

RECOMMENDATION: Staff recommends that the Board adopt the proposed ordinance amending Chapter 8.03 of the Clackamas County Code as shown in said ordinance.

Respectfully submitted by:

s/ Scott Ciecko
Scott Ciecko, Assistant County Counsel

ORDINANCE NO. ____-2021

**An Ordinance Amending
Clackamas County Code Chapter 8.03, Secondhand Dealers**

WHEREAS, ORS 166.170 prohibits the County from regulating the purchase and/or sale of firearms; and

WHEREAS, requiring secondhand dealers to take a photograph or video of personal property purchased, sold, or loaned assists the Clackamas County Sheriff's office in investigating theft, tracking stolen property, and returning stolen property to rightful owners; and

WHEREAS, the County should use debt collection agencies in an effort to recover fees and fines owed to it by secondhand dealers;

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 8.03, Secondhand Dealers, of the Clackamas County Code is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

ADOPTED this _____ day of July, 2021.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Chapter 8.03

8.03 SECONDHAND DEALERS

[Chapter 8.03, Secondhand Dealers, codified by Ord. 05-2000, Amended by Ord. 05-2003, 3/13/03 is hereby repealed and replaced by Chapter 8.03 Secondhand Dealers, adopted by Ord. 02-2011, 9/15/11]

8.03.010 Purpose

The purpose of this chapter is to strictly regulate certain business activities that present an extraordinary risk of being used by criminals to dispose of stolen property. This risk is present despite the best effort of legitimate Secondhand Dealer and Pawnbroker businesses, because these businesses process large volumes of goods and materials that are frequently the object of theft. This chapter is intended to reduce this type of criminal activity by facilitating timely police notification of such property transactions, and by regulating the conduct of persons engaged in this business activity. The need for these regulations outweighs any anti-competitive effect that may result from their adoption.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.020 Definitions

As used in this chapter, unless the context requires otherwise:

- A. ACCEPTABLE IDENTIFICATION means either a current driver license, a State of Oregon Identification Card issued by the Department of Motor Vehicles, or one current United States federal, state or local government-issued identification card which has a photograph of the seller.
- B. ACQUIRE means to take or transfer any interest in personal property in a voluntary transaction, including but not limited to: sales, consignments, memoranda between a Dealer and a private party seller, leases, trade-ins, loans, and abandonments. Any acquisitions of regulated property by a Dealer will be presumed to be an acquisition on behalf of the Secondhand Dealer business. Notwithstanding the foregoing, “acquire” does not include:
 - 1. Any loans made in compliance with state laws by persons licensed as Pawnbrokers by the State of Oregon for the purposes of making a pawn loan; or
 - 2. Memoranda between a Dealer and a person engaged in the business of selling regulated property.
- C. BOARD means the Clackamas County Board of County Commissioners or its designee;
- D. CRIMINAL CONVICTIONS RELATED TO FRAUD, DECEPTION, DISHONESTY, OR THEFT means any conviction for a criminal violation of ORS 162.015 to 162.121; 162.265 to 162.385; 164.005 to 164.235; 164.377; 164.395 to 164.415; Chapter 165, or any similar provision of previous or later Oregon statutes, or statutes of another state, or of the United States;

- E. DEALER or SECONDHAND DEALER
 - 1. Means any sole proprietorship, partnership, limited partnership, family limited partnership, joint venture, association, cooperative, trust, estate, corporation, personal holding company, limited liability company, limited liability partnership or any other form of organization for doing business and that either:
 - a. Acquires regulated property on behalf of a business, regardless of where the acquisition occurs, for the purpose of reselling the property; or
 - b. Offers for sale regulated property in Clackamas County.
 - 2. Notwithstanding Subsection 1 above, DEALER or SECONDHAND DEALER does not include any of the following:
 - a. A business whose acquisitions of regulated property consist exclusively of donated items and/or purchases from 501(c)(3) organizations; or
 - b. An individual or business whose only transactions involving regulated property in Clackamas County consist of the acquisition of regulated property for personal use, or the sale of regulated property that was originally acquired by the seller for personal use; or
 - c. A person whose only business transactions with regulated property in Clackamas County consist of a display space, booth, or table maintained for displaying or selling merchandise at any trade show, convention, festival, fair, circus, market, flea market, swap meet or similar event for less than 14 days in any calendar year.
- F. HELD PROPERTY means any regulated property that cannot be sold, dismantled, altered, or otherwise disposed of for a proscribed period of time as more specifically described in Section 8.03.090.
- G. INVESTMENT PURPOSES means the purchase of personal property by businesses and the retention of that property, in the same form as purchased, for resale to persons who are purchasing the property primarily as an investment.
- H. MEDICATION means any substances or preparation, prescription or over-the-counter, used in treating or caring for ailments and/or conditions in humans or animals.
- I. NEW means anything conspicuously not used.
- J. PAWNBROKER has the meaning set forth in ORS 726.010 (2) and includes any business required by ORS 726.040 to hold an Oregon Pawnbroker's license.
- K. PERSON means any natural person, or any partnership, association, company, organization or corporation.
- L. PRINCIPAL means any person who will be directly engaged or employed in the management or operation of the Secondhand Dealer business, including any owners and any shareholders with a 5% or greater interest in the company.
- M. REGULATED PROPERTY means any property of a type that has been determined by the Sheriff's Office to be property that is frequently the subject of theft, including but not limited to the following property, unless excluded by subsection 3 below, and may be revised as necessary by the Sheriff's Office after giving appropriate advance notification.
 - 1. Used Items:
 - a. Precious metals;
 - b. Precious gems;
 - c. Watches of any type and jewelry containing precious metals or precious gems;

- d. Sterling silver including, but not limited to, flatware, candleholders, salt and pepper shakers, coffee and tea sets or ornamental objects;
 - e. Audio equipment;
 - f. Video equipment;
 - g. Other electronic equipment including, but not limited to: global positioning systems (GPS), electronic navigation devices or radar detectors;
 - h. Photographic and optical equipment;
 - i. Electrical office equipment;
 - j. Power equipment and tools;
 - k. Automotive and hand tools;
 - l. Telephones or telephone equipment;
 - m. Power yard and garden tools;
 - n. Musical instrument and related equipment;
 - ~~o. Firearms including, but not limited to, rifles, handguns, shotguns, pellet guns or BB guns;~~
 - ~~po.~~ Sporting equipment;
 - ~~qp.~~ Outboard motors, and boating accessories;
 - ~~rq.~~ Household appliances;
 - ~~sr.~~ Entertainment media such as Blu-ray discs, DVD's, DVD boxed sets, Video Game Cartridges, etc.;
 - ~~ts.~~ Property that is not purchased by a bona fide business for investment purposes, limited to:
 - i. Gold bullion bars (0.995 or better);
 - ii. Silver bullion bars (0.995 or better);
 - iii. All tokens, coins, or money, whether commemorative or an actual medium of exchange adopted by a domestic or foreign government as part of its currency whose intrinsic, market or collector value is greater than the apparent legal or face value; or
 - iv. Postage stamps, stamp collections and philatelic items whose intrinsic market or collector value is greater than the apparent legal or face value.
 - ~~ut.~~ Computers and computer related software and equipment;
2. New items.
- a. New items purchased from a licensed business shall be exempt from regulation under this chapter if the Dealer has a bill of lading, receipt, invoice or the equivalent for the new items that specifies the seller's business name, physical and mailing address, date of transaction and description of the purchased items. The bill of lading shall be held by the Dealer for one (1) year, or as long as the property is in the Dealer's possession, whichever is longer. Upon reasonable belief that a specific licensed business is dealing in stolen property, the Sheriff may deem that new items purchased from that specific licensed business are regulated property.
 - b. Items acquired from a manufacturer, manufacturer's representative or distributor that are discontinued or have been used for display or

demonstration but not previously sold are new and exempt from regulation under this chapter if the Dealer has a bill of lading, receipt, invoice or the equivalent that includes the information specified in subsection (2)(a) of this section. The Dealer must hold the bill of lading, receipt, and invoice or equivalent for one (1) year or as long as the property is in the Dealer's possession.

3. Regulated property does not include any of the following property:
 - a. Books and comic books;
 - b. Sports cards and sports memorabilia;
 - c. Glassware and objets d'art including, but not limited to, paintings, prints, sculptures, ceramics, and porcelains;
 - d. Vehicles required to be registered with the Oregon Motor Vehicles Division;
 - e. Boats required to be certified by the Oregon Marine Board;
 - f. Furniture;
 - g. Refrigerators, freezers, stoves, ovens, dishwashers, washers and dryers;
 - h. Pursuant to ORS 166.170, firearms and components thereof, including but not limited to rifles, handguns, shotguns, pellet guns, BB guns, and ammunition.

- N. REMANUFACTURED means that an item has been altered to the degree that that the main components are no longer identifiable as the original item.
- O. SHERIFF or SHERIFF'S OFFICE means the Sheriff of Clackamas County, or their designee;
- P. SELLER means any person who:
 1. Offers items of regulated property in exchange for money or other property; or as collateral for a loan; or
 2. Donates or abandons items of regulated property.
- Q. TRANSACTION REPORT means the record of the information required by Section 8.03.080, transmitted to the Sheriff's Office by means required in Section 8.03.090.
- R. TRADE SHOW means an event open to the public, held in a venue other than a Dealer's business location, at which vendors of a specific type of merchandise may exhibit, buy, sell or trade items that may include regulated property.
- S. USED means anything that has been put into action or service.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.030 Permit Required

- A. No person shall act as a Secondhand Dealer in Clackamas County without a valid Secondhand Dealer's Permit issued by the Sheriff's Office.
- B. Any person or business that advertises or otherwise holds themselves out to be acquiring or offering for sale regulated property within Clackamas County will be presumed to be operating as a Secondhand Dealer subject to the terms of this chapter.
- C. Any Pawnbroker operating within Clackamas County shall be required to maintain a valid license pursuant to the Oregon Revised Statutes Chapter 726. If any Pawnbroker also acts as a Secondhand Dealer, that Pawnbroker shall be required to obtain a Secondhand Dealer permit and meet all requirements of this chapter. Any Pawnbroker

that is not a Secondhand Dealer shall nonetheless be subject to the following sections of this chapter:

1. 8.03.080 Reporting requirements (this section shall be used by Pawnbrokers in order to meet the requirements of ORS 726.280 – 726.285).
 2. 8.03.090 Sale Limitations
 3. 8.03.095 Exceptions to Sale Limitations
 4. 8.03.100 Tagging and Inspection of Property
 5. 8.03.110 Prohibited Acts
 6. 8.03.120 Citations
 7. 8.03.150 Nuisance
- D. The sale of regulated property at events known as “garage sales,” “yard sales,” “flea markets” or “estate sales,” is exempt from these regulations if all of the following are present:
1. No sale exceeds a period of seventy-two (72) consecutive hours; and
 2. No more than four (4) sales are held in any twelve- (12) month period.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.035 Minimum Standards

- A. No person may operate as a Secondhand Dealer within Clackamas County unless the person maintains a fixed physical business location.
- B. Any Secondhand Dealer who holds a valid permit may not change the business name of the premises without notifying the Clackamas County Sheriff’s Office at least 30 days prior to the actual effective date of the name change.
- C. Dealers shall comply with all federal, state and local regulations.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.040 Application for Permit

- A. An application for Secondhand Dealer’s Permit shall set forth the following information:
 1. The name, business and residential address, business and residential telephone number, birth date, driver license information, including state of issue and license number and principal occupation of the applicant and any person who will be directly engaged or employed in the management or operation of the business or the proposed business;
 2. The name, address, telephone number, and electronic mail address of the business or proposed business and a description of the exact nature of the business to be operated;
 3. The web address of any and all web pages used to acquire or offer for sale regulated property on behalf of the Dealer, and any and all internet auction account names used to acquire or offer for sale regulated property on behalf of the Dealer;
 4. Written proof that the applicant and all principals of the business are at least 18 years of age;

5. Each principal's business occupation or employment for the five (5) years immediately preceding the date of application;
 6. The business license and permit history of the applicant in operating a business identical to or similar to those regulated by this chapter.
 7. A brief summary of the applicant's business history in Clackamas County or in any other city, county or state including:
 - a. The business license or permit history of the applicant; and
 - b. Whether the applicant has ever had any such license or permit revoked or suspended, the reasons therefor, and the business activity or occupation of the applicant subsequent to the suspension or revocation;
 8. The form of the business or proposed business, whether a sole proprietorship, partnership or corporation, etc., and
 - a. If a partnership, the names, birth dates, addresses, telephone numbers, principal occupations, along with all other information required of any individual applicant, for each partner, whether general, limited, or silent, and the respective ownership shares owned by each;
 - b. If a corporation, or limited liability company, the name, copies of the articles of incorporation and the corporate bylaws, and the names, addresses, birth dates, telephone numbers, and principal occupations, along with all other information required of any individual applicant, for every officer, director, and every shareholder owning more than five percent of the outstanding shares, and the number of shares held by each.
 9. If the applicant does not own the business premises, a true and complete copy of the executed lease (and the legal description of the premises to be permitted) must be attached to the application;
 10. All arrests and criminal convictions relating to fraud, deception, dishonesty or theft, or citations for violation of Secondhand Dealer ordinance or statutes of any city, county, or state of each principal and all natural persons enumerated in paragraphs 1 through 7 of this section; and
- B. New employees of dealers shall complete and submit the Secondhand Dealer personal history information as required in Section A of this Subsection. Employees may not acquire regulated property until all required information has been reviewed by the Sheriff's Office, unless the Dealer receives permission from the Sheriff's Office while those employees' background checks are being evaluated. The criteria used to review a new employee will be the same as those used in the review of an initial application in Section 8.03.050(B).

[Adopted by Ord. 02-2011, 9/15/11]

8.03.050 Issuance and Renewal of Permit

- A. Applications for Secondhand Dealer's Permit must be notarized, and shall be filed with the Sheriff and shall include payment of the required fee. Individual employee history forms containing the required information of each employee need not be notarized, but must be signed by the specific individual represented on the form.

- B. The Sheriff's Office shall conduct an investigation of the applicant and all principals and employees directly engaged in the management or operation of the business listed according to the requirements in Sections 8.03.040(A) and 8.03.040(B). The Sheriff shall issue such permit if no cause for denial as noted herein exists.
- C. The Sheriff shall deny an application for a Secondhand Dealer's Permit if:
 - 1. The applicant, or any other person who will be directly engaged in the management or operation of the business, or any person who owns a five percent or more interest in the business, has previously owned or operated a business regulated by this chapter or a similar ordinance or law of another city, county or state, and
 - a. the license and permit for the business has been revoked for cause which would be grounds for revocation pursuant to this chapter; or
 - b. The business has been found to constitute a public nuisance and abatement has been ordered; or
 - 2. Any person involved in the business has been convicted of any criminal offense related to fraud, deception, dishonesty or theft, or convicted of any violation of this chapter or laws of any city, county or state; or
 - 3. The operation as proposed by the applicant would not comply with all applicable requirements of statutes and local ordinances including, but not limited to: building, health, planning, zoning and fire chapters; or
 - 4. Any statement in the application is found to be false or any required information is withheld; or
 - 5. Evidence exists to support a finding that the location of the business for which the application has been filed has a history of violations of the provisions of this chapter; or
 - 6. The operation does not comply with applicable federal or state licensing requirements.
- D. Notwithstanding Section 8.03.050(B), the Sheriff may grant a permit despite the presence of one or more of the enumerated factors, if the applicant establishes to the Sheriff's satisfaction that:
 - 1. The behavior evidenced by such factor(s) is not likely to recur;
 - 2. The behavior evidenced by such factor(s) is remote in time; and
 - 3. The behavior evidenced by such factor(s) occurred under circumstances which diminish the seriousness of the factor as it relates to the purpose of this chapter.
- E. Secondhand Dealer's Permits shall be for a term of one year and shall expire on the anniversary of their issuance. The permits shall be nontransferable and shall be valid only for a single location. When the business location is to be changed, the permit holder shall provide the address of the new location in writing to the Sheriff for approval or disapproval at least 30 days prior to such change.
- F. All Secondhand Dealer's Permits shall be displayed on the business premises in a manner readily visible to patrons.
- G. The Sheriff's Office will have primary authority concerning the issuance of a permit. If an applicant for permit is denied, denied applicants will make their first appeal to the Clackamas County Hearings Officer. If denial of an application for permit is denied by the Hearings Officer, review shall be by writ of review as provided in ORS 34.010 to 34.100.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.060 Permit Fees

Every person engaged in conducting, carrying on or controlling a Secondhand Dealer's business shall:

- A. File an application as described in Section 8.03.050 and pay a nonrefundable fee as required by the Sheriff.
- B. For renewal of a Secondhand Dealer's Permit, file an application and pay a nonrefundable fee as required by the Sheriff.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.070 Additional Locations

- A. The holder of a valid Secondhand Dealer's Permit shall file with the Sheriff an application for a permit for each additional location, and shall pay a nonrefundable fee as required by the Sheriff.
- B. Permits issued for additional locations shall be subject to all the requirements of this chapter, and the term of any permit issued for an additional location shall expire on the same date as the initial permit.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.080 Reporting of Secondhand Dealer Regulated Property Transactions and Seller Identification

- A. Dealers shall provide to the Sheriff all required information listed for each regulated property transaction (not including sales). The Sheriff may designate the format of transfer of this information and may direct that it be communicated to the Clackamas County Sheriff's Office Pawn Shop Detail by means of mail, the internet or other computer media.
 - 1. In the event the Sheriff directs that the transaction information be transmitted via computer media, the Sheriff may also specify the system that will be utilized in order to ensure conformity among all dealers
 - 2. If, after establishing the format and requirements for the transmission of computerized reports of transactions, the Sheriff alters the required format; Dealers will be given at least sixty (60) days to comply with the new format requirements. If unable to implement the reporting system before the deadline, a Dealer must, prior to the deadline submit a written request to the Sheriff for additional time.
 - 3. Pawnbrokers are required to report only new transactions. Loan renewals and redemptions by the original client do not need to be reported as long as the property involved in the transaction has not left the store for any period of time.
- B. If paper forms are approved for use by the Sheriff's Office, the Sheriff will provide all Dealers with transaction report forms at cost until sixty (60) days after such time that the Sheriff directs a change in the reporting method. The Sheriff may specify the format (size, shape and color) of the transaction report form. The Sheriff may require that the

transaction report form include any information relating to the regulations of this chapter. Dealers may utilize their own forms, in lieu of those supplied by the Sheriff's Office, if the Sheriff has approved such forms. The Declaration of Proof of Ownership is considered to be included in references in this chapter to the transaction reports, as appropriate. Declaration of Proof of Ownership will be retained by the business and made available to law enforcement.

- C. When receiving regulated property, the Dealer must do all of the following except that Pawnbroker loan transactions are temporarily exempt from the requirements regarding copying acceptable identification, obtaining a thumbprint and completion of the Declaration of Proof of ownership until an electronic reporting system is implemented by the Sheriff's Office on October 31, 2011. If unable to comply before the deadline, a Pawnbroker must submit a written request for additional time to the Sheriff before the deadline. The requirements for a Dealer at the time of a transaction when receiving any regulated property are:
1. The Dealer must obtain acceptable photo identification from the seller or pledgor and verify that the photograph is a photograph matches the individual in the transaction.
 2. The Dealer must record the seller's current residential address, telephone number and thumbprint on the transaction report.
 3. The dealer must write on the transaction report a complete, legible and accurate description of the regulated property of sufficient detail to distinguish like objects one from the other. If an item is new, the Dealer must include the word "new" in the property description.
 - a. The Dealer must complete the transaction report in its entirety, and the individual completing the report must initial it.
 - b. Transaction reports must be completed in legible printed English.
 4. The Dealer must require the Seller to legibly complete the Declaration of Proof of Ownership except that no such Declaration of Proof of Ownership is required for pawn loans made in compliance with state law by licensed pawnbrokers.
 - a. In completing the Declaration of Proof of Ownership the Seller must, at the time of the transaction, certify in writing that the seller has the legal right to sell the property that is the subject of the transaction and is competent to do so, and that the property is not rented or leased.
 - b. The Dealer or Dealer's employee must place the identifiable print of the seller's right thumb (left if right is unavailable) in the thumbprint box on the Declaration of Proof of Ownership. Thumbprints and the information on the Declaration of Proof of Ownership may be produced using a digital format with prior approval of the process from the Sheriff.
 - c. When no Declaration of Proof of Ownership is required for pawn loan transactions, the Dealer or Dealer's employee shall verbally verify that the seller has the legal right to sell the property that is the subject of the transaction and is competent to do so, and that the property is not rented or leased, and enter that information in the transaction report.
 5. A Dealer may provide a description of any motor vehicle (including license number) identified as used in the delivery of regulated property and record the description and license number next to the seller's thumbprint.

6. Transaction reports are designed to assist in the investigation of the theft of property. Therefore, additional reporting for Dealers includes unregulated property that is identifiable with markings indicating apparent ownership.
 7. Dealers must take either a photograph or still video of each person selling or loaning on an item of regulated property or make a copy of the acceptable identification presented by the seller. Dealers must also take either a photograph or still video of each item of regulated property being sold or loaned. All information on the copy must be legible and may be made by photostatic copying, computerized scanning or any other photographic, electronic, digital or other process that preserves and retains an image ~~of the document~~, and which can be subsequently produced or reproduced for viewing of the image. If a photograph is taken, a print of the photograph must be referenced to the transaction report number. A video photograph (still) must be referenced by time and date and transaction report number to correspond to the regulated property accepted. Copied identification must be kept with the transaction report or shall be referenced to the transaction report number. The photograph or videotape ~~of~~ copied identification and item of regulated property must be kept by the Dealer for one year and must be provided to the Sheriff's Office upon request.
- D. Dealers must mail or deliver to the Sheriff's Office at the close of each business day the original of all transaction reports describing articles received during that business day.
- E. Dealers must retain at their business location a copy of all completed and voided transaction reports for a period of not less than one year from the date of acquisition. Any unused transaction reports must be available for inspection by the Sheriff's Office.
- [Adopted by Ord. 02-2011, 9/15/11]

8.03.090 Regulated Property Sale Limitations

- A. Regulated property is subject to the following limitations:
1. Holding Period: Regulated property acquired by any Dealer must be held for a period of thirty (30) full days from the date of acquisition. Pawnbroker loan transactions are exempt from the 30-day hold requirements of this section because of the redeemable nature of the loans and the holding requirements of ORS 726. However, if the loan is converted to a buy by the Pawnbroker within 30 days from the date of the pawn transaction, the difference between the original date of the pawn and the buy will count toward the 30-day hold requirement. All other provisions of this section remain in effect.
 2. Requirements of held property: All held property must remain in the same form as when received, must not be sold, dismantled, altered or otherwise disposed of, and must be kept separate and apart from all other property during the holding period to prevent theft or accidental sale, and to allow for identification and examination by the Sheriff's Office. Held property must be kept at the business location during this holding period so that it can be inspected during normal business hours as provided in Section 8.03.100.
 3. Held property requirements do not apply if:
 - a. the property is received by a Dealer from another Dealer (regulated by the Sheriff's Office or any other nearby police agency approved by the

Sheriff) who has already satisfied the holding requirements of this chapter, and the receiving Dealer records the original transaction report number on the transaction report completed for the new transaction.

- b. a customer, who originally purchased property from a Dealer, returns it with the original receipt.
- B. Upon reasonable belief that an item of regulated property is the subject of a crime, any peace officer may provide notice to any Dealer that a specifically described item of regulated property must be held in a separate Police Hold area for a period not to exceed thirty (30) days from the date of notification, and is subject to the (30) days upon notice provided to the Dealer that additional time is needed to determine whether a specific item of regulated property is the subject of a crime. The Dealer shall comply with the hold notice and notify the Sheriff's Office Pawn Shop Detail of the hold notice not later than five (5) calendar days from the day the notice was received, either by telephone, fax, email or in person. A Dealer must notify the Pawn Shop Detail of its intent to dispose of any item of regulated property under Police Hold at least ten (10) days prior to doing so. A Police Hold area must meet the following criteria:
 1. Located out of public view and access, and
 2. Marked "Police Hold", and
 3. Contains only items that have been put on Police Hold
- C. Any peace officer or Community Service Officer (unsworn peace officers employed by law enforcement agencies) who places a police hold on any property suspected of being the subject of a crime shall provide the Dealer with a DPSST number and a valid incident number.
- D. Upon probable cause that an item of regulated property is the subject of a crime, the Sheriff may take physical custody of the item or provide written notice to any Dealer to hold such property for a period of time to be determined by the Sheriff, not to exceed the statute of limitations for the crime being investigated. Any property placed on hold pursuant to this subsection is subject to the requirements of subsection (A)(2) above, and will be maintained in the Police Hold area unless seized or released by the Sheriff. Seizure of property will be carried out in accordance with ORS.
- E. If a Dealer acquires regulated property with serial numbers, personalized inscriptions or initials, or other identifying marks which have been destroyed or are illegible due to obvious normal use, the Dealer shall continue to hold the regulated property at the business location for a period of ninety (90) full days after acquisition. The Dealer must notify the Sheriff's Office by writing "90-day hold" next to the item on the transaction report or by an electronic means approved by the Sheriff's Office. The held property must conform to all the requirements of this section.
- F. If a peace officer seizes any property from a Dealer, the Dealer must notify the Sheriff's Office not later than five (5) calendar days from the day the seizure occurs. The Dealer must provide the name of police agency, the incident or case number, the name and DPSST number of the peace officer, the number of the receipt left for the seizure, and the seized property information. Notification to the Sheriff's Office may be given by telephone, fax, email or in person.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.095 Exceptions to Regulated Property Sale Limitations

- A. A Dealer is not required to obtain the seller's identification, photograph the seller, record the seller's thumbprint, or have the seller complete the Declaration of Proof of Ownership if the Dealer complies with the remaining requirements in Section 8.03.090 and if:
1. The item is acquired through consignment by a Dealer from a person who lives more than 150 miles from Clackamas County and the consigned property is mailed, shipped, or sent by courier to the Dealer.
 2. The item is acquired during a trade show. All items acquired during a trade show by a Dealer must be reported. At the time of the transaction, the Dealer must write on the transaction report a complete, legible and accurate description of the regulated property of sufficient detail to distinguish like objects one from the other. The Dealer must also record the name and date of the event and the address of the venue in the name, date, and address fields of the transaction report form. Items acquired during a trade show may be sold or traded during the trade show without being held. Items still in a Dealer's possession at the end of the show will be subject to the hold period requirement in effect for that Dealer's acquisitions of regulated property.
 3. The item is acquired from a business whose acquisitions of regulated property consists exclusively of donated items and/or purchases from a 501(c)(3) organization. The Dealer must record the name and location address of the business in the name and address fields of the transaction report form and the date of acquisition.
 4. The item is acquired through an internet transaction. The Dealer must record on the transaction report the seller's email address or seller's identification, the name of the internet website that listed the item, and the date of the acquisition.
 5. The item is acquired by the Dealer from a yard sale, garage sale, estate sale or swap meet. The Dealer must record on the transaction report the physical address of the sale location and the date of acquisition.
- Items acquired under subsection (A) must be held in compliance with the hold period requirement in effect for the Dealer's other acquisitions of regulated property.
- B. A Dealer is not required to obtain the seller's identification, photograph the seller, record the seller's thumbprint, nor have the seller complete the Declaration of Proof of Ownership if the Dealer complies with the remaining requirements in Section 8.03.090 and if the item is used, regulated property acquired from a licensed business. The Dealer must keep a receipt for the item from the licensed business that includes the licensed business' name and a description of the item. The receipt must be retained at the Dealer's business location for one year or until the item is sold, whichever is longer. The Dealer must record on the transaction report the name and location address of the business in the name and address fields of the transaction report form, and the date of the acquisition. The item does not have to be held.
- C. A Dealer is not required to make a copy of the acceptable identification obtained from the seller, photograph the seller, or record the seller's thumbprint if the Dealer complies with the following requirements:
1. Conducts each and every acquisition of regulated property by either:

- a. Not tendering payment to the seller for a minimum of fifteen (15) days after the regulated property is delivered to the Dealer; or
 - b. Offering in-store credit that must be used for merchandise only and not redeemed for cash; and
2. Holds each and every item of regulated property for a minimum of fifteen (15) days from the date of acquisition; and
 3. Complies with the remaining requirements set forth in the Section 8.03.090; and
 4. Notifies the Sheriff in writing that each and every acquisition of regulated property will be conducted by not tendering payment to the seller for a minimum of fifteen (15) days after the regulated property is delivered to the Dealer.
- D. A Dealer is not required to make a copy of the acceptable identification obtained from the seller, photograph the seller, or record the seller's thumbprint when the Dealer acquires an item of regulated property on consignment if the Dealer complies with the following requirements:
1. Does not tender payment to the consignor for a minimum of fifteen (15) days after the regulated property is delivered to the Dealer;
 2. Holds each and every item of consigned regulated property for a minimum of fifteen (15) days;
 3. Complies with the remaining requirements in Section 8.03.090.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.100 Tagging Regulated Property for Identification, Sheriff's Inspection

- A. Secondhand Dealer acquiring any regulated property shall affix to such property a tag upon which shall be written a unique number, in legible characters, which shall correspond to the number on the transaction report forms required by Section 8.03.080. After the holding period has expired, the transaction number must remain identifiable on the property until it is sold.
- B. After the applicable holding period has expired, hand tools, or items that are sold with other like items and have no identifiable numbers or markings need not remain tagged.
- C. After the applicable holding period has expired, items that are remanufactured need not remain tagged.
- D. Upon presentation of official identification, the Sheriff may seek permission to enter onto the business premises of any person with a Secondhand Dealer's Permit to ensure compliance with the provisions of this chapter. An inspection shall be for the limited purpose of inspecting any regulated property acquired by the dealer, held by the dealer pursuant to Section 8.03.090, or the records incident thereto. Such inspections shall occur only during normal business hours. The failure to grant permission to the Sheriff for inspection could result in a violation of this chapter.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.110 Prohibited Acts

- A. It shall be unlawful for any principal, employee or Dealer regulated by this chapter to:
1. Receive any property from any person known to the principal, employee or Dealer to be prohibited from selling by a court order or is under the age of eighteen (18) years,
 2. Receive property prohibited by this chapter. Items specifically prohibited from being acquired by Secondhand Dealers include:
 - a. Medications;
 - b. Gift cards, in-store credit cards, or activated phone cards;
 - c. Property with serial numbers, personalized inscriptions or initials or other identifying marks which appear to have been intentionally altered, obliterated, removed, or otherwise rendered illegible;
 - d. Any item that cannot be lawfully possessed pursuant to local, state, or federal law.
 3. Act as a Secondhand Dealer within Clackamas County without a valid Secondhand Dealer's Permit issued by the Sheriff.
 4. Fail to obtain acceptable identification from the person selling any regulated property;
 5. Fail to have the person selling any regulated property sign the transaction report form describing the article acquired;
 6. Fail to retain on the business premises a copy of the transaction report form describing the acquired regulated property for a period of one (1) year from the date of acquisition;
 7. Fail to mail or deliver to the Sheriff at the close of each business day the original and second copy of all transaction report forms and photographs describing regulated property acquired during that business day;
 8. Fail to include on transaction report forms all readily available information required by the form;
 9. Fail to withhold from sale any regulated property for the required holding period after acquisition;
 10. Fail, after acquiring regulated property, to retain the property on the business premises for the required holding period after its acquisition;
 11. Fail to allow inspection by the Sheriff of any regulated property being retained pursuant to this chapter;
 12. Fail to allow inspection by the Sheriff of any records required by this chapter;
 13. Fail to have affixed to any acquired regulated property, during the required holding period, a tag on which is written a number in legible characters which corresponds to the number on the transaction report form required by this chapter;
 14. Continue activities as a Secondhand Dealer after suspension or revocation of a permit.

- B. Any violation of Section 8.03.110(A) is a County Code violation punishable by a fine in an amount set by resolution of the Board of County Commissioners.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.120 Citation

- A. The Sheriff, upon learning of a violation of Section 8.03.110(A) may issue the Secondhand Dealer a citation. Such citation shall be delivered at the address listed on the permit application during regular business hours to a person who appears to be in charge.
- B. The citation shall list the nature of the violation, and the time and date of the citation. The citation shall also indicate the fine assessed for said violation, which is to be paid to the Sheriff, or appealed within ten (10) days from the date of delivery. Appeal may be taken under the Hearing Officer procedure outlined in Section 8.03.140.
- C. Nothing in this section shall affect the ability of the Sheriff to take any and all actions otherwise authorized to abate any violation.

D. In the event that fines and fees assessed are not paid in full per the guidelines set forth in this chapter, the county reserves the right to assign the debt for collection.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.130 Revocation or Suspension of Permit

- A. The Sheriff may revoke or suspend any permit issued pursuant to this chapter:
 - 1. For any cause which would be grounds for denial of a permit; or
 - 2. Upon a finding that any violation of the provisions of this chapter, federal, state or other local law has been committed and the violation is connected with the operation of the permitted business location so that the person in charge of the business location knew, or should reasonably have known, that such violations or offenses were permitted to occur at the location by the Dealer or any principal or employee engaged or employed in the management or operation of the business location; or
 - 3. If lawful inspection has been refused; or
 - 4. If the Secondhand Dealer's activities cause significant litter, noise, vandalism, vehicular or pedestrian traffic congestion or other locational problems in the area around the Dealer's premises; or
 - 5. If a fine assessed under this chapter has not been paid to the Sheriff or appealed under Section 8.03.140 within ten (10) days after the date of delivery of a citation; or
 - 6. If any statement contained in the application for the permit is found to have been false; or
 - 7. If any Secondhand Dealer fails to meet federal or state licensing requirements.
- B. The Sheriff shall give the permittee written notice of proposed revocation or suspension of any permit issued pursuant to this chapter by causing notice to be served upon the permit holder at the address listed on the permit application. Service of the notice shall be accomplished by either mailing the notice by certified mail, return receipt requested, or by service in the same manner as a summons served in an action at law. Refusal of the

service by the person whose permit is revoked or suspended shall be prima facie evidence of receipt of the notice. Service of the notice upon the person in charge of a business, during its hours of operation shall constitute prima facie evidence of notice to the person holding the permit to operate the business.

- C. Revocation or suspension shall be effective and final ten (10) days after the giving of such notice unless such revocation or suspension is appealed in accordance with Section 8.03.140.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.140 Appeals

- A. Appeals of violations of this chapter will be made to the County Hearings Officer pursuant to Chapter 2.07 of the County Code.
- B. Orders of the Hearings Officer:
 - 1. Every order adverse to a party to the proceeding shall be in writing or stated in the record and may be accompanied by an opinion.
 - 2. Findings of fact and conclusions of law shall accompany a final order. The findings of fact shall consist of a concise statement of the underlying facts supporting the Hearings Officer's order.
 - 3. The Hearings Officer shall notify the appellant and respondent of a final order by delivering or mailing a copy of the order and any accompanying findings and conclusions to the appellant and respondent or, if applicable, their attorney of record. The Hearings Officer shall issue a final order within fourteen (14) days from the conclusion of the hearing.
 - 4. The Hearings Officer shall file all final orders with the Clerk of the Board of County Commissioners. A final order shall become effective five (5) days after it is filed unless a party makes objections to the form of the order within five (5) days of filing and the Hearings Officer subsequently amends the final order.
- C. Enforcement of Hearings Officer Order:
 - 1. Fines and costs are payable upon receipt of the final order declaring the fine and costs. Fines and costs under this chapter are a debt owing to the Sheriff's Office and may be collected in the same manner as any other debt allowed by law.
 - 2. The Sheriff may institute appropriate suit or legal action, in law or equity, in any court of competent jurisdiction to enforce any order of the Hearings Officer, including, but not limited to, an action to obtain judgment for any fine or any assessment for costs imposed pursuant to Sections 8.03.110(B) or 8.03.140(G).
- D. Judicial Review of the final order of the Hearings Officer under this chapter shall be by writ of review as provided in ORS 34.010 – 34.100.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.150 Maintenance of Regulated Business Activity in Violation Declared a Nuisance, Abatement

Any business maintained in violation of the provisions of this chapter is hereby declared to be a public nuisance. The Sheriff is authorized to bring any action or suit to seek imposition of fines

for violation of this chapter or to abate such nuisance by seeking injunctive or other appropriate relief to:

- A. Cease all unlawful activities;
- B. Close the unlawful business establishment;
- C. Return property obtained through unlawful activities to the rightful owners; or
- D. Seek such other relief as may be appropriate.

[Adopted by Ord. 02-2011, 9/15/11]

July 1, 2021

Health Housing and Human Services
Clackamas County

Members of the Board:

Approval to execute a Short-term Revenue Sharing Agreement between Clackamas County and Metro Regional Government to receive revenues collected from Measure 26-210 starting July 1, 2021

Purpose/Outcomes	Requesting approval to execute a short-term Revenue Sharing Agreement between Clackamas County and Metro to ensure Clackamas County is eligible to receive measure revenues July 1, 2021.
Dollar Amount and Fiscal Impact	Clackamas County will receive 21.3% of income taxes collected for this measure. Measure 26-210 is projected to bring in \$32.2M for Clackamas County in FY21-22 with much of it coming in the 4 th quarter.
Funding Source	Metro Measure 26-210 – Supportive Housing Services (SHS)
Duration	July 1, 2021 until the SHS IGA between Metro and the County is fully executed.
Previous Board Action	April 13, 2021 – Approval of the Clackamas County Local Implementation Plan (LIP) Policy Session 6/30/21
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Counsel Review	June 10, 2021; Stephen Madkour
Contact Person	Rodney Cook, Interim Director of H3S, 503.650.5677
Contract No.	

BACKGROUND:

Health, Housing and Human Services Department (H3S), requests approval to execute a Short-Term Revenue Sharing Agreement between Metro and Clackamas County, Washington County and Multnomah County to ensure Clackamas County is eligible to receive any revenues from Measure 26-210 starting on July 1, 2021 until the full IGA between Metro and the tri-counties is fully executed.

This Revenue Agreement has been reviewed by Stephen Madkour, County Attorney for Clackamas County; Carrie Maclaren Attorney for Metro; Tom Carr, County Attorney for Washington County and Jenry Madkour, County Attorney for Multnomah County and will need to be signed by all attorneys plus a representative from Metro and Clackamas County.

IGA negotiations are underway but will not be executed by all parties by July 1, 2021. Although the anticipated funding may come in slower than originally forecasted, some funding has already been collected and continues to be collected. This agreement is the mechanism needed to allow funding collected and being collected to flow from Metro to Clackamas County without further delay.

RECOMMENDATION:

Staff recommends that the Board approve the Revenue Agreement between Metro and Clackamas County to ensure Clackamas County is eligible to receive revenues collected from measure 26-210

beginning on July 1, 2021 and that the Board authorize Commissioner Tootie Smith, Chair, to sign the Revenue Agreement on behalf of Clackamas County.

Respectfully submitted,



Rodney Cook, Interim Director
Health, Housing and Human Services

REVENUE SHARING AGREEMENT

This REVENUE SHARING AGREEMENT ("Agreement") is by and between Metro Regional Government, a municipal corporation of the state of Oregon ("Metro"); Clackamas County, a political subdivision of the state of Oregon ("Clackamas"); Multnomah County, a political subdivision of the state of Oregon ("Multnomah"); and Washington County, a political subdivision of the state of Oregon ("Washington"). Washington, Multnomah, and Clackamas each are a "County" and are collectively referred to as the "Counties"; all parties to the Agreement are a "Party" and they are collectively referred to as the "Parties".

Recitals

WHEREAS, on February 25, 2020, the Metro Council adopted Ordinance No. 20-1442, which imposed business and personal income taxes (the "Income Taxes") to fund a supportive housing services program based on its finding that areas within Metro's jurisdictional boundary (generally, the urbanized areas of Multnomah, Washington, and Clackamas counties) face a severe housing affordability and homelessness crisis that endangers the health and safety of thousands of Metro's unhoused neighbors; and

WHEREAS, also at the Metro Council meeting on February 25, 2020, the Metro Council adopted Resolution 20-5083, which referred Ordinance No. 20-1442 to voters within the Metro jurisdictional boundary for approval. The Multnomah County Elections Division designated Ordinance No. 20-1442 as Ballot Measure 26-210 (the "Measure"), and it was placed on the May 19, 2020, primary election ballot (within Metro's jurisdictional boundary); and

WHEREAS, On May 19, 2020, the Metro area voters approved the Measure, thereby approving Ordinance No. 20-1442; and

WHEREAS, the ballot title to the Measure "direct[ed] regional funding to local services agencies, require[d] community engagement to develop localized implementation plans[, and] ... [a]llocate[d] funds to counties by estimated revenue collected [from the Income Taxes] within each county ..."; and

WHEREAS, and as more specifically set forth below, the Agreement sets forth the Parties' understanding that Metro will allocate funding from the Income Taxes to the Counties to pay for supportive housing services consistent with each County's Metro-approved Local Implementation Plan to allow the Parties more time to work on a comprehensive intergovernmental agreement for the that funding (the "SHS IGA"); and

WHEREAS, the Parties have agreed to the Term, defined below, that provides them with additional time to negotiate their respective SHS IGAs, which they plan to collectively negotiate and execute, and, upon mutual agreement, may further extend the Term if additional time is required.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

Agreement

1. **Recitals Incorporated.** All of the foregoing Recitals are true and correct and are incorporated herein as part of the Agreement for all purposes.

2. **Effective Date; Term.** Upon approval by the Metro Council and the boards of commissioners for each of the Counties, the Agreement shall be effective on July 1, 2021 ("Effective Date"). The Agreement shall run from the Effective Date until the earlier of October 1, 2021, or full execution of a SHS IGA by a County, unless otherwise terminated by a Party as provided in **Section 5** (the "Term"). To avoid ambiguity, the Parties recognize that any particular County may fully execute its own SHS IGA with Metro before the other Counties do so and at any time. Upon a County fully executing its own SHS IGA with Metro (including approval of that IGA by both Metro Council and the county's board of commissioners), then the Term of this Agreement shall end with respect to that Party and that Party's obligations with respect to use of Income Taxes shall be fully captured in its SHS IGA.

3. **Obligation of Metro.** Commencing July 1, 2021, and quarterly during the Term or any extension thereof, Metro will allocate to the Counties the Program Funds, defined below, collected from the Income Taxes as follows: 21.3% to Clackamas County, 45.3% to Multnomah County, and 33.3% to Washington County. Metro may only allocate funding to a County that has a Metro-approved Local Implementation Plan. As described in more detail in **Section 4**, revenue from the Income Taxes allocated to the Counties under the Agreement shall only be used for supportive housing services consistent with the terms of that County's Metro-approved Local Implementation Plan and this Agreement.

As used herein, "Program Funds" means Income Tax revenue, minus Metro's administrative and collection costs, available to a County under the Agreement.

4. **Obligations of Counties.** The Counties shall use the funding received from Metro under the Agreement only for supportive housing services and as consistent with the terms of the Metro-approved Local Implementation Plan. The Counties agree that their use of the allocated Income Tax revenues also will be subject to the terms of the SHS IGA when it is executed by the Parties.

- a. **Spending On Initial SHS Costs.** Anticipating receipt of Income Taxes revenue, the Counties have incurred certain expenses and costs associated with providing supportive housing services and building administrative and staffing capacity to provide the supportive housing services consistent with Metro Code § 11.01.050 ("Initial Costs"). The Counties may pay for Initial Costs through transfers of funds, loans, or other forms of financing until sufficient Income Tax revenue is received by Metro and allocated to the Counties under the Agreement. By execution of this Agreement, Metro expressly agrees that the Counties may use funds received from Metro under this Agreement for repayment of Initial Costs. Metro further agrees that the Initial Costs shall not be considered a part of the Counties' existing supportive housing services program for purposes of the Measure's prohibition against displacement of funds currently provided.

5. **Termination.** The Agreement may be terminated: (a) at any time by mutual written agreement of the Parties; or (b) at any time after a Party has failed to cure a breach of the Agreement after receiving 30 days written notice from the non-breaching Party. To avoid ambiguity, a termination under subsection (b) of this section affects only the Party that has failed to cure a breach of the Agreement. The Agreement shall remain in place for all other Parties in the event of a breach by and termination of one Party. Unless

extended by written mutual agreement of the Parties, the Agreement shall terminate at the end of the Term.

6. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with regard to the matters set forth in it, and any prior negotiations and understandings between the Parties have been merged herein. This Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever, except by a writing signed by each Party, as provided in **Section 9**. The terms of this Agreement are contractual and not a mere recital.

7. **No Assignment; Successors; Third-Party Beneficiaries.** No Party may assign its interest in the Agreement to a third-party without the prior written consent of the other Parties. The Agreement shall be binding upon and inure to the benefit of the Parties hereto jointly and severally and the heirs, executors, representatives, successors, predecessors and assigns of each. This Agreement shall be enforceable only by each Party in its own right and shall not be enforceable by any person or entity. Nothing contained in this Agreement is intended to or shall confer any rights, benefits, remedies, or entitlements upon any person or entity other than the Parties.

8. **Mutual Preparation.** This Agreement, in all respects, shall be deemed and construed to have been prepared mutually and equally by all of the Parties. No uncertainty or ambiguity herein shall be construed against any Party.

9. **General.** Each Party represents and warrants that it has the power and authority to enter into and perform the Agreement. No modifications or amendment of this Agreement shall be binding unless contained in a writing signed by the Party to be bound thereby and no waiver, promise or representation by a Party shall be binding thereon unless contained in a signed writing. Except as otherwise provided above, the Agreement may only be amended or supplemented by a writing that: (a) is signed by a duly authorized representative of all Parties; (b) clearly recites the Parties' understanding and intent to amend the Agreement; and (c) clearly and with specificity describes the terms to be amended or supplemented. Any notice given hereunder must be in writing, which shall be deemed effective upon deposit in the U.S. mail, postage prepaid, if addressed to a Party at its address of record. If any part of this Agreement shall be deemed invalid, illegal, or unenforceable to any extent, the provision shall be construed to be enforceable to the fullest extent possible, and the remainder of the Agreement shall not be affected and shall be enforceable.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

REVENUE SHARING AGREEMENT
Signature Page

The Agreement may be executed in multiple counterparts and may be electronically signed. Any verified electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, admissibility, and enforceability. Any reproduction of the Agreement made by reliable means is considered an original.

Metro

Clackamas County

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Office of Metro Attorney Review:

Reviewed: CARRIE MACLAREN, ATTORNEY FOR METRO

Clackamas County Attorney Review:

Reviewed: STEPHEN MADKOUR, COUNTY ATTORNEY FOR CLACKAMAS COUNTY, OREGON

By: _____

Assistant Metro Attorney

By: _____

Assistant County Attorney

Date: _____

Date: _____

Multnomah County

Washington County

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Multnomah County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

Washington County Attorney Review:

Reviewed: TOM CARR, COUNTY ATTORNEY FOR WASHINGTON COUNTY, OREGON

By: _____

Assistant County Attorney

By: _____

Assistant County Attorney

Date: _____

Date: _____



July 1, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Amendment to an Intergovernmental Agreement with the
 State of Oregon Related to Funding for a Future County Courthouse

Purpose/Outcome	Approval of an amendment to an intergovernmental agreement with the State of Oregon related to the planning phase for a future county courthouse.
Dollar Amount and Fiscal Impact	No financial impact as a result of this amendment. The only purpose of this amendment is to extend the time in which the County has to complete the benchmarks set out in the Phase I agreement.
Funding Source	County staff anticipates that the future county courthouse will be funded using a combination of local funds from the County's general fund and matching funds from the State of Oregon.
Duration	The existing Phase 1 agreement will expire upon the completion of the benchmarks described in the agreement, which County staff anticipates will occur by June 30, 2022.
Previous Board Action/Review	Policy Sessions: 2/14/17, 10/17/17, 6/26/18, 9/18/18, 1/29/19, 3/19/19, 6/18/19, 10/22/19, 2/18/20, 7/7/20, 1/12/21, 4/21/21, and 5/5/21. Approval of IGA and amendments: 2/14/19, 6/25/19, 6/25/20, 7/9/20
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Ensure safe, healthy and secure communities
Contact Person	Gary Barth, (503) 754-2050

Project Background

For over 20 years Clackamas County has been planning, building, and consolidating relevant services to the County owned Red Soils Campus in Oregon City to provide a cohesive integrated public service center for citizens. A new Courthouse facility has been the center of that master plan since its inception.

The Oregon Courthouse Capital Construction Improvement Fund (OCCCIF) provides a path to assist the County with realizing this piece of the master plan. The OCCCIF is funded through the sale of bonds, the revenue from which may only be used for capital expenditures. In 2019, the County entered into two separate agreements with the State of Oregon to facilitate the receipt of OCCCIF proceeds to assist in the planning, design and construction of the Courthouse facility.

One of the two previous intergovernmental agreements approved by the Board in 2019 relates to Phase I of the project, which the parties intend to cover project planning activities and establishes a State reimbursement to the County of up to \$1.2 million for qualifying costs. The Fiscal Year 2017-2019 fund request was approved and is being used for the current planning efforts. The source of these funds is from the State General Fund.

The Phase I Funding Agreement specifies those costs that will be eligible for reimbursement, and establishes benchmarks that define the successful completion of Phase I of the project. The date to complete the benchmarks for Phase 1 was originally July 1, 2019. In June, 2019 and in June, 2020 the parties recognized that it was not going to be possible for the county to fulfill its obligations in the agreement and the agreement was extended twice to July 1, 2021.

Since that time the County has authorized, and the Oregon Judicial Department has endorsed, the use of a public-private partnership to deliver the project. As a result of this change, both the County and State recognize that certain aspects of their existing agreements will need to be amended in order to proceed. Accordingly, the parties recognized that they will need time beyond the July 1, 2021 deadline to finalize amendments to the agreements to ensure they are consistent with the public-private partnership structure. Accordingly, the parties have agreed to amend the Phase 1 agreement to extend time in which the County has to complete its obligation to July 1, 2022.

RECOMMENDATION

Staff respectfully recommends the Board approve the attached amendment to the Phase 1 intergovernmental agreement with the State of Oregon.

Sincerely,

Gary Barth
Courthouse Project Manager

AMENDMENT NO. 3

CLACKAMAS COUNTY COURTHOUSE PHASE I FUNDING AGREEMENT

This Amendment No. 3 (“Amendment”) to the Clackamas County Courthouse Funding Agreement – Phase I is made as of the 30th day of June, 2021 (the “Amendment Effective Date”) by and among the State of Oregon, acting by and through its Department of Administrative Services (“DAS”) and the Oregon Judicial Department (“OJD”) (together referred to as the “State”), and Clackamas County, Oregon (“County”). OJD, DAS and County are each referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. On February 28, 2019, the Parties entered into the Clackamas County Courthouse Funding Agreement – Phase I (“Original Agreement”).
- B. On June 27, 2019, the Parties entered into Amendment No. 1 to the Original Agreement to extend the Phase Completion Date.
- C. On June 30, 2020, the Parties entered into Amendment No. 2 to the Original Agreement to extend the Phase Completion Date and revise the requirements related to State Funds for Phase I during the extended period. The Original Agreement, Amendment No. 1, and Amendment No. 2 are collectively referred to as the “Phase I Agreement.”
- D. The Parties now desire to further amend the Phase I Agreement to further extend the Phase Completion Date and revise requirements related to State Funds for Phase I during this extended period.

AGREEMENT

In consideration of the above Recitals which are incorporated in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Any reference in the Phase I Agreement to the “Phase Completion Date” shall mean July 1, 2022.
2. Section 4(c) of the Phase I Agreement is deleted in its entirety and replaced with the following:

“(c) ‘Phase Completion Date’ means July 1, 2022 (or as may be extended by the written agreement of the parties.)”
3. Section 5 of the Phase I Agreement is deleted in its entirety and replaced with the following:

“(a) Subject to all the terms, conditions and limitations contained in this Section 5, the State of Oregon has agreed to contribute State Funds to the Project. The State Funds were available for expenditure for Phase I through a biennial appropriation by the Oregon State Legislature from the State’s General Fund through June 30, 2020.

- (b) If State Article XI-Q Bonds are authorized by the Oregon State Legislature, DAS after consultation with OJD, may request the State Treasurer to sell State Bonds in the 2021-23 biennium for Phase I but, as of the date of execution of this Amendment No. 3, the State has no present obligations of any kind to provide any funding after June 30, 2020 for the Project.
 - (c) If State Article XI-Q Bonds are authorized and issued in the 2021-23 biennium for the purpose of funding Phase I of the Project, the State will contribute the proceeds of such Bonds to Phase I costs.
 - (d) The Oregon Legislative Assembly may authorize additional funding for the Project but, as of the date of execution of Amendment No. 3, the State has no obligation of any kind to provide additional funding.
 - (e) The parties may enter into a Funding Agreement for Phase II subject to the provisions of Section 13 below.”
4. Except as provided in this Amendment, all other terms and conditions of the Phase I Agreement are still in full force and effect.
 5. This Amendment may be executed in two or more counterparts (by electronic signature, facsimile, or otherwise), each of which is an original and all of which when taken together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

[SIGNATURES FOLLOW ON NEXT TWO PAGES]

The State and the County, by execution of this Amendment, each hereby acknowledge each has read this Amendment, understands it and agrees to be bound by its terms and conditions. The Parties agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

**The State of Oregon,
acting by and through its Department of Administrative Services (DAS):**

Print Name: _____

Title: _____

Signature: _____

Date: _____

**The State of Oregon,
acting by and through its Judicial Department (OJD):**

Print Name: _____

Title: _____

Signature: _____

Date: _____

Approved as to Legal Sufficiency for the State:

By: _____
_____, Assistant Attorney General

Approved as to all provisions relating to the Department of Human Services, as Colocation Agency hereunder:

**The State of Oregon,
acting by and through its Department of Human Services (Colocation Agency):**

Print Name: _____

Title: _____

Signature: _____

Date: _____

Approved as to all provisions relating to the Office of Public Defense Services, as Colocation Agency hereunder:

**The State of Oregon,
acting by and through its Office of Public Defense Services (Colocation Agency):**

Print Name: _____

Title: _____

Signature: _____

Date: _____

Clackamas County, Oregon (County):

Print Name: _____

Title: _____

Signature: _____

Approved as to legal sufficiency for the County:

By: _____
_____, Assistant County Attorney



July 1, 2021

Board of County Commissioners
 Clackamas County
 Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) between
 North Clackamas Parks and Recreation District (NCPRD) and North Clackamas School
 District (NCSD) to provide Summer Enrichment Programs for Students

Purpose/Outcomes	Allows NCPRD to partner with NCSD to deliver summer enrichment programs to students with Summer Learning Grant funding.
Dollar Amount and Fiscal Impact	This IGA will provide up to \$237,311 of revenue in FY 21-22.
Funding Source	Anticipated revenue included in FY 21-22 NCPRD adopted budget for recreation services programming. No funds paid by NCPRD.
Duration	July 1, 2021 through September 30, 2021
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This partnership assists in providing program offerings that promote and enhance healthy and active lifestyles of our residents. 2. This agreement shows transparency in budget process, which aligns with the County strategic priority of Building Public Trust through Good Government.
Previous Board Action	None.
Counsel Review	<p>If item is a contract, including IGAs, leases, or other binding agreements, please put in the date of County Counsel Review and the initials of the attorney performing the review.</p> <ol style="list-style-type: none"> 1. 6/22/2021 2. JM
Procurement Review	<ol style="list-style-type: none"> 1. Was the item processed through Procurement? No 2. This is an IGA.
Contact Person	Kandi Ho, NCPRD <i>Acting Director</i> , 503-794-8001

BACKGROUND:

The North Clackamas Parks and Recreation District (NCPRD), a division of Business & Community Services, in partnership with North Clackamas School District (NCSD) would like to offer free summer enrichment programming for students in grades K-8 that attend NCSD. NCSD would pay NCPRD up to \$237,311 to cover all costs of programming.

NCPRD summer enrichment programming would include aquatic safety and fitness classes at the North Clackamas Aquatic Park and both full day and ½ day summer camps for students. NCPRD has proposed 48 aquatic classes with 16 of these offerings in Spanish and four weeks of full day camp with two bilingual camps and 13 half day camps with eight camps being bilingual and two in Spanish.

This is a great partnership that will allow NCPRD to provide free summer programming for youth with an extension to our Hispanic community utilizing interpreters and bilingual staff.

RECOMMENDATION:

Staff recommends the Board approve this IGA and sign the intergovernmental agreement.

ATTACHMENTS:

1. IGA with North Clackamas School District
2. Attachment A: Programming Provided
3. Attachment B: NCPRD Program Costs

Respectfully submitted,

Allegra Willhite

Allegra Willhite, Deputy Director

Business and Community Services



This agreement is between the **North Clackamas School District**, hereafter called **District**, and **North Clackamas Parks and Recreation District (NCPRD)**, hereafter called **Contractor**.

Administrators of this agreement are:

Contractor:

Administrator: Kandi Ho
Title: Acting Director
Organization: NCPRD
Address: 7300 SE Harmony Rd, Milwaukie, OR 97222
Phone: 503-794-8001
Fax: 503-794-8085
Email: KandiH@ncprd.com
Federal ID Number:

District:

Administrator: Natalie Whistler
Title: Director of Community Services
Address: 12400 SE Freeman Way,
Milwaukie, OR 97222
Phone: 503-353-6094
Email: whistlern@nclack.k12.or.us

1. Purpose

The purpose of this agreement is to provide programming and instruction for NCS D's summer enrichment program as outlined in Exhibit A.

2. Effective Date and Duration

This agreement shall become effective on the date all required signatures are obtained. Unless earlier terminated, amended or extended, this agreement shall expire when Contractor's completed performance has been accepted by District.

3. Statement of Work

The Statement of Work, including the delivery schedule for the work, is contained in **Exhibit A** attached hereto and by this reference made a part hereof.

4. Consideration

A. District agrees to pay Contractor, from available and authorized funds as provided in paragraph 8, the sum of up to **\$237,311.00** for accomplishing the work required by this agreement. The maximum, not-to-exceed compensation payable to Contractor under this agreement, which includes any allowable expenses, is \$237,311.00.

B. Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in **Exhibit A**.

5. Subcontracts

Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without District's prior written consent. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

6. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written amendment signed by the parties. The amendment shall be effective as of the date on which every party has signed the amendment and all requisite approvals are obtained. All amendments to this Agreement shall comply with applicable statutes and administrative rules.

7. Termination

A. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) calendar day's written notice. (continued on page 2)

B. The District may terminate this agreement effective upon delivery of written notice to the Contractor, or at such other date as may be established by the District under any of the following conditions:

1. If District funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement, or are no longer eligible for the funding proposed for payments authorized by this agreement.
3. If the Contractor fails to perform the work specified herein, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the District, fails to correct such failures within ten (10) days or such longer period as the District may authorize.

8. Funds Available and Authorized

The District certifies at the time the agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the District's current appropriation and limitation. Contractor understands and agrees that District's payment of amounts under this agreement attributable to work performed after the last date of the current biennium is contingent on District receiving appropriations, limitations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement. In the event the District fails to have sufficient appropriations, limitations, or other expenditure authority, District may terminate this agreement without penalty or liability to the District, effective upon the delivery of written notice to the Contractor, with no further liability to Contractor.

9. Access to Records

The District, and its duly authorized representatives shall have access to the books, documents, papers and records otherwise privileged under law of the Contractor which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcript.

10. Compliance with Applicable Law

Contractor will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) the Fair Labor Standards Act; (v) the Occupational Safety and Health Act of 1970; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

11. Sensitive Information

Except for information that is already a matter of public record, CONTRACTOR shall not publish or otherwise disclose, except to District or as otherwise required by law, any information or data obtained hereunder from private individuals, organizations, or public agencies in a publication wherein the information or data furnished by or about any particular person or establishment can be identified, except with the written consent of such person or establishment. Information concerning the business of the District, its financial affairs, and its relations with its clients and employees, as well as any other information that may be specifically classified as confidential by the District, shall be kept confidential. CONTRACTOR shall instruct its employees and subcontractors to keep such information confidential by using the same care and discretion that they use with similar information that the CONTRACTOR designates as confidential.

12. Alcohol/Drug/Firearm Policy

District prohibits the use of drugs, tobacco, alcohol, or firearms on District property.

13. Indemnification

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Contractor shall defend, indemnify, and hold District, its officers, agents, and employees harmless against all liability, loss, costs, or expenses, including attorney's fees, and against all claims, actions, or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the performance of this agreement or by conditions created thereby, or based

upon violation of any statute, ordinance, or regulation. This contractual indemnity provision does not abrogate common law or statutory law liability and indemnification to District, but is in addition to such common law or statutory law provisions.

14. Insurance

It is agreed to the extent permitted by law that Clackamas County's self-insurance and worker's compensation coverage, which covers NCPRD as Contractor, shall meet the obligations set forth under this Agreement.

15. Independent Contractor Status

This Contract is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between District and Contractor, but is rather an agreement between independent parties, these being District and Contractor.

16. Background Check Certification

Contractor shall ensure that employees and agents with the opportunity for direct, unsupervised contact with students have successfully passed a nationwide background check. Employees or agents convicted, or arrested without resolution, of the crimes listed in ORS 342.143(3)(a), constitutes failure of the background check. Contractor shall provide all employee information who may have direct unsupervised contact with students to District contact five (5) days before scheduled work is to begin in order for the District to conduct appropriate background checks.

Contractor must comply with all Senate Bill 155 requirements, including, but not limited to, providing District requested information for any of Contractor's employees, volunteers, or agents, who have the potential for unsupervised contact with District students, and providing requested information for new employees, volunteers, or agents before they begin work with District.

17. Force Majeure. District shall not be liable for any failure of or delay in performance for the period that such failure or delay is beyond the reasonable control of District materially affects the performance of any of its obligations under this agreement including but not limited to Acts of God, nationwide or global pandemics, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, or any other event similar to those enumerated above.

18. Merger Clause

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement. Both parties, by the signature below of its authorized representative, hereby acknowledges that s/he has read this agreement, understands it and agrees to be bound by its terms and conditions.

19. No Attorney Fees

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

SIGNATURES

North Clackamas School District


North Clackamas Parks and Recreation District (NCPRD)

Name: Kerensa Mauck

Name: _____

Title: Director of Business Operations

Title: _____

Signature: 

Signature: _____

Date: 6/22/21

Date: _____

EXHIBIT A – Statement of Work

District and NCPRD mutually express their agreement and common understanding as follows:

As outlined in Exhibit A with Attachments A and B.

Complete **Exhibit B**- ODE-SB 155 spreadsheet for any employees that may have unsupervised contact with NCSD students.

Exhibit A
INTERGOVERNMENTAL AGREEMENT BETWEEN:
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT AND
NORTH CLACKAMAS SCHOOL DISTRICT
FOR SUMMER LEARNING GRANT ENRICHMENT ADMINISTRATION

THIS AGREEMENT (this “Agreement”) is entered into and between North Clackamas Parks and Recreation District (“NCPRD”) and North Clackamas School District (“NCSD”).

NCPRD shall:

Provide registration, student verification and reporting to NCSD for all agreed upon summer enrichment programming.

Provide interpretive services for identified Spanish bilingual programming for NCSD Aquatic Safety and Fitness classes and summer enrichment camp opportunities.

Be reimbursed for NCSD students who have received scholarships or stated financial need that have previously enrolled in NCPRD 2021 summer camp programs prior to this agreement.

Provide Aquatic Safety and Fitness classes at the North Clackamas Aquatic Park in July and August. These programs consist of water safety, fitness, swim basics and recreational swim opportunities for NCSD students (with a responsible adult in the water with student), in a safe lifeguarded environment. 48 classes will be offered with 16 of these classes offered in Spanish. See attachment A for more specific class details.

Provide both full day and ½ day enrichment camp programming to NCSD students K-5th grade. These camps will provide fun recreational opportunities that explore, art, culture, dance, fitness, outdoor exploration and sports. Trained staff will engage youth to stimulate the mind and body in creative activities in a fun and encouraging environment. See attachment A for more specific class details.

NCPRD acknowledges that students will be in the care of NCPRD

NCSD shall:

Coordinate with NCPRD on communication and registration of NCPRD Summer Enrichment programming available to NCSD students by targeting minority groups (with a focus on creating an equitable outreach and registration process for our students and families) and to prioritize students who have been disproportionately impacted by the pandemic.

Assist with translation services of promotional materials and google form Translation Services.

Pay NCPRD for NCSD Summer Enrichment camp opportunities that are held from July 5 through September 2, 2021 per attachment B.

ATTACHMENT A
Programming Provided by NCPRD for NCS D Summer Enrichment

NCS D Aquatic Safety and Fitness at North Clackamas Aquatic Park

24 Individual classes will be offered for Saturday or Tuesday/Thursday programming. For eight weeks of classes, on Saturdays, from July 10-August 28, 120 students can participate, weekly. For eight weeks of classes, on Tuesdays/Thursdays, from July 13-September 2, 120 students can participate, weekly. An estimated 1,920 children will have opportunity to explore water safety.

NCS D Summer Fun Camps

Full-Day Camps: four weeks of full day summer camps that include arts, crafts and indoor and outdoor sports with trained staff in a fun and encouraging environment. Two camps will be bilingual (Spanish and English).

Half-Day camps: Thirteen camps will be offered from July-August 27, providing outdoor recreation, nature exploration, cheer, crafts, dance, and sports with trained staff in a fun and encouraging environment. Eight of these camps will be bilingual (Spanish and English) and two will be Spanish.

ATTACHMENT B
NCPRD Program Costs for NCSD Summer Enrichment

Scholarship reimbursement for NCSD students who are enrolled in NCPRD 2021 Summer Camps. Up to \$40,000

Aquatic Safety and Fitness Classes

8 weeks Saturday program 3 sessions	\$25,642
8 weeks Tuesday/Thursday program 3 sessions	\$51,284

Summer Fun Camps

4 Full Day	\$32,620
13 Half Day	\$75,565

Administrative Costs

Registration/Mktg/Program Oversight	\$7,320
Student Verification/Reporting	\$4,880

Total: \$237,311