

# AGENDA

**Thursday, July 14, 2016 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2016-71

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

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

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

1. Approval of Amendment No. 1 to the Intergovernmental Agreement No. 148674 with the State of Oregon, Department of Human Services, for the Operation of the JOBS Program – *Community Solutions*
2. Approval of a Grant Agreement from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the Rent Well Rapid Re-Housing Program – *Social Services*
3. Approval of a Grant Agreement from the U.S. Department of Housing and Urban Development, Continuum of Care Program for the Jackson Place Program to Provide Transitional Housing and Services for the Homeless – *Social Services*
4. Approval of a Grant Agreement from the U.S. Department of Housing and Urban Development, Continuum of Care Program for the HOPE Leasing Program for the Purpose of Providing Permanent Housing – *Social Services*

**B. Elected Officials**

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

**C. Juvenile Department**

1. Approval of a Grant Award as a Sub-Recipient for the University of Oregon's Restorative Justice in Schools Program for the Comprehensive School Safety Initiative

**III. DEVELOPMENT AGENCY**

1. Approval of a First Amendment to the Disposition and Development Agreement with La Noue Development LLC for real Property Acquisition

**IV. WATER ENVIRONMENT SERVICES**

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

1. Approval to Renew an Agreement to Furnish Engineering Services to Clackamas County Service District No.1, with Richwine Environmental, Inc. for Wastewater Process Engineering and Technical Assistance
2. Approval to Renew an Agreement to Furnish Engineering Services to Tri-City Service District with Richwine Environmental, Inc. for Wastewater Process Engineering and Technical Assistance

**V. COUNTY ADMINISTRATOR UPDATE**

**VI. COMMISSIONERS COMMUNICATION**

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

July 14, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment 1 to the Intergovernmental Agreement (IGA) No. 148674  
with the State of Oregon, Department of Human Services (DHS),  
for the Operation of the JOBS Program

<b>Purpose/Outcomes</b>	This IGA will continue the Job Opportunity and Basic Skills (JOBS) Program in the County
<b>Dollar Amount and Fiscal Impact</b>	The amended IGA is \$583,699. for a total revenue of \$1,455,230.
<b>Funding Source</b>	State of Oregon Department of Human Services. No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2016 and terminates on June 30, 2017
<b>Previous Board Action</b>	The original contract was approved by the Board of County Commissioners on July 23, 2009 - agenda item #072309-A7
<b>Strategic Plan Alignment</b>	Increases self-sufficiency for our clients and ensures safe, healthy and secure communities.
<b>Contact Person</b>	Lori Mack 503-655-8843
<b>Contract No.</b>	CSCC 7300

**BACKGROUND:**

Community Solutions for Clackamas County (CSCC) a division of Health Housing and Human Services Department request the approval of an amendment to the IGA with the with the State of Oregon DHS-Self Sufficiency program. CSCC will continue responsibility for service management to DHS referred clientele. Contract requirements include employment plan development; job preparation and placement; transition services; and self-sufficiency services. All contract services are to assist adult clients with employment placement.

The amendment provides \$583,699. revenue for FY 16/17. This agreement is effective July 1, 2016 and terminates on June 30, 2017. No County General Funds are involved. County Counsel last reviewed and approved the IGA on July 21, 2009.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

July 14, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Grant Agreement from the  
U.S. Department of Housing and Urban Development, Supportive Housing Program for the  
Rent Well Rapid Re-Housing Program

<b>Purpose/Outcomes</b>	To reduce housing barriers and provide rental assistance for permanent housing for homeless individuals and families
<b>Dollar Amount and Fiscal Impact</b>	\$113,421 Revenue
<b>Funding Source</b>	U.S. Department of Housing and Urban Development (HUD). The grant requires a 25% match of in-kind contribution which is met through Community Development Block Grant (CDBG) funds and in-kind services from area providers. No County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	July 1, 2016 through June 30, 2017
<b>Previous Board Action</b>	The previous agreement was approved by the board on August 28, 2014 (082814), amendment # 1 was approved by the board on June 11, 2015 (061115-A4). Approval to apply for this renewal agreement was approved by the board on October 22, 2015.
<b>Strategic Plan Alignment</b>	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Contract No.</b>	7859

**BACKGROUND:**

Social Services Division (SSD) of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development's Continuum of Care Program for the Rent Well Rapid Re-Housing program. The program is designed to reduce housing barriers and provide rental assistance for permanent housing for homeless individuals and families. These funds provide SSD with resources to provide rental assistance, rental education skills training classes, case management and supportive services to homeless participants. Up to 23 households will be assisted.

The value of this grant agreement is \$113,421. The agreement is effective July 1, 2016 through June 30, 2017. This agreement was reviewed and approved by County Counsel on June 28, 2016.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

**Tax ID No.: 93-6002286**

**CoC Program Grant Number: OR0177L0E071502(Rent Well RRH)**

**Effective Date: June 17, 2016**

**DUNS No.: 096992656**

CONTINUUM OF CARE PROGRAM  
Grant Agreement

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas Dept. Health, Housing & Human Svcs (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 *et seq.* (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those projects listed, and only in the amounts listed on a Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the

provisions of the Act and all requirements of the Rule;

2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

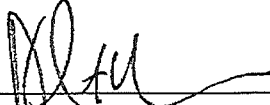
HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

BY:   
(Signature)

Doug Carlson, Director, Community Planning and Development  
(Typed Name and Title)

June 17, 2016  
(Date)

**RECIPIENT**

Clackamas Dept. Health, Housing & Human Svcs  
(Name of Organization)

BY: \_\_\_\_\_  
(Signature of Authorized Official)

Richard Swift, H3S Director  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)



July 14, 2016

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of a Grant Agreement from the  
 U.S. Department of Housing and Urban Development, Continuum of Care Program for the  
Jackson Place Program to provide Transitional Housing and Services for the Homeless

<b>Purpose/Outcomes</b>	To provide housing and support services for the Jackson Place Transitional Housing Program.
<b>Dollar Amount and Fiscal Impact</b>	\$62,013 Revenue
<b>Funding Source</b>	U.S. Department of Housing and Urban Development (HUD). The grant requires a 25% match of in-kind contribution which is met through Emergency Housing Account (EHA) State funds and in-kind services from area providers. This agreement partially funds one case management position. No County General Funds are involved.
<b>Duration</b>	July 1, 2016 through June 30, 2017
<b>Previous Board Action</b>	The previous agreement was approved by the board on July 18, 2013 (071813-A3); amendment # 2 was approved by the board on July 17, 2014 (071714-A3). The Approval to Apply was approved by Don Krupp.
<b>Strategic Plan Alignment</b>	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Contract No.</b>	7860

**BACKGROUND:**

Social Services Division of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development's Continuum of Care Program for the Jackson Place Program for the purpose of providing transitional housing for the homeless. This program provides housing in an apartment complex to homeless singles and couples for up to two years. Individuals also receive case management and support services to gain self-sufficiency and stable, long-term housing. A minimum of 6 households receive assistance each year.

The value of this grant agreement is \$62,013. The agreement is effective July 1, 2016 through June 30, 2017. This agreement was reviewed and approved by County Counsel on June 28, 2016.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
 Health, Housing & Human Services

*Healthy Families. Strong Communities.*

**Tax ID No.: 936002286**

**CoC Program Grant Number: OR0101L0E071508 (Jackson Place Transitional Housing)**

**Effective Date: June 21, 2016**

**DUNS No.: 096992656**

CONTINUUM OF CARE PROGRAM  
Grant Agreement

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas County Dept of Health, Housing & Human Services (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 *et seq.* (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those projects listed, and only in the amounts listed on a Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the

provisions of the Act and all requirements of the Rule;

2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

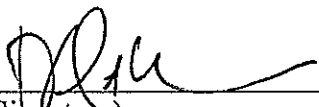
HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

BY:  \_\_\_\_\_  
(Signature)

Doug Carlson, Director, Community Planning and Development  
(Typed Name and Title)

June 21, 2016  
(Date)

**RECIPIENT**

Clackamas County Department of Health, Housing, and Human Services  
(Name of Organization)

BY: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

Tax ID No.: 936002286  
CoC Program Grant Number: OR0101L0E071508 (Jackson Place Trans Housing)  
Effective Date: June 21, 2016  
DUNS No.: 096992656

EXHIBIT 1  
SCOPE OF WORK for FY2015 COMPETITION

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds has not been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$62,013.00, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

**Project No. OR0101**  
**Performance Period: July 1, 2016 – June 30, 2017**

The obligation for this project shall be allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ _____
b. UFA costs	\$ _____
c. Acquisition	\$ _____
d. Rehabilitation	\$ _____
e. New construction	\$ _____
f. Leasing	\$ <u>15,688</u>
g. Rental assistance	\$ _____
(of which \$_____ is for short-term and medium-term rental assistance for persons at risk of homelessness)	
h. Supportive services	\$ <u>23,712</u>

i. Operating costs	\$ <u>18,583</u>
j. Homeless Management Information System	\$ _____
k. Administrative costs	\$ <u>4,030</u>
l. Relocation costs	\$ _____
m. Housing relocation and stabilization services	\$ _____

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
  
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
  
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

Tax ID No.: 936002286

CoC Program Grant Number: OR0101L0E071508 (Jackson Place Transitional Housing)

Effective Date: June 21, 2016

DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____	_____ %	_____

Not applicable.



July 14, 2016

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of a Grant Agreement from the  
 U.S. Department of Housing and Urban Development, Continuum of Care Program for the  
HOPE Leasing Program for the Purpose of Providing Permanent Housing

<b>Purpose/Outcomes</b>	To provide permanent housing and services for the homeless through the HOPE Leasing Program.
<b>Dollar Amount and Fiscal Impact</b>	\$212,089 Revenue
<b>Funding Source</b>	U.S. Department of Housing and Urban Development (HUD). The grant requires a 25% match of in-kind contribution which is met through Emergency Housing Account (EHA) funds and in-kind services from area providers. No County General Funds are involved.
<b>Duration</b>	July 1, 2016 through June 30, 2017
<b>Previous Board Action</b>	The previous agreement was approved by the board on July 18, 2013 (071813-A2, amendment # 2 was approved by the board on July 17, 2014 (071714-A4). Approval to Apply for this agreement was approved by Don Krupp.
<b>Strategic Plan Alignment</b>	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Contract No.</b>	7858

**BACKGROUND:**

Social Services Division of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development's Continuum of Care Program for the HOPE Leasing Program for the purpose of providing permanent housing. This program provides permanent housing by paying for housing deposits and rental assistance. Chronically homeless individuals receive support services, case management and housing with the use of these grant funds. A minimum of 15 households receive assistance each year.

The value of this grant agreement is \$212,089. The agreement is effective July 1, 2016 through June 30, 2017. This agreement was reviewed and approved by County Counsel on June 28, 2016.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
 Health, Housing & Human Services

*Healthy Families. Strong Communities.*

**Tax ID No.: 93-6002286**

**CoC Program Grant Number: OR0100L0E071508 (Hope Leasing Program)**

**Effective Date: June 17, 2016**

**DUNS No.: 096992656**

CONTINUUM OF CARE PROGRAM  
Grant Agreement

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas Dept. Health, Housing & Human Svcs] (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 *et seq.* (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those projects listed, and only in the amounts listed on a Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the

provisions of the Act and all requirements of the Rule;

2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

BY:   
\_\_\_\_\_  
(Signature)

Doug Carlson, Director, Community Planning and Development  
(Typed Name and Title)

June 17, 2016  
(Date)

**RECIPIENT**

Clackamas Dept. Health, Housing & Human Svcs  
(Name of Organization)

BY: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

DRAFT

Approval of Previous Business Meeting Minutes:

June 23, 2016

(draft minutes attached)

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

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

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

**Thursday, June 23, 2016 – 10:00 AM**

**Public Services Building**

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

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

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Ludlow announce the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item.

Chair Ludlow introduced Housing Authority Commissioner Paul Reynolds. He asked the Clerk to read the Housing Authority consent agenda by title, he then asked for a motion.

### **I. HOUSING AUTHORITY CONSENT AGENDA**

1. In the Matter of Writing off Uncollectible Accounts for the Fourth Quarter of FY 2016
2. Resolution 1913 Approving the Housing Authority of Clackamas County FY 2016/2017 Budget

#### **MOTION:**

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

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Reynolds: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 6-0.

Chari Ludlow announce the Board will Adjourn as the Housing Authority Board and re-convene as the Board of County Commissioners for the remainder of the meeting.

### **II. CITIZEN COMMUNICATION**

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

1. Jeff Reister, Woodburn – requesting changes to the home occupation permit regulations.

Jennifer Hughes stated this would require a code change and could be considered in the amendments being brought before the Board this Fall. The BCC will consider this request.

2. Les Poole, Gladstone – supports a gas tax for road funding.

~Board Discussion~

3. Jack Carlson, Oregon City – Opposes marijuana grow in his neighborhood.

4. Jerry Myra, Oregon City – Opposes marijuana grow in his neighborhood.

~Board Discussion~

5. Richard Langdon, Portland – comments regarding Commissioner Bernard.

6. Mack Woods, Canby – support of Veterans and comments regarding 4-day work week.

~Board Discussion~

**III. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCES**

1. Reading and Adoption of a Previously Approved Land Use Ordinance, ZDO-255, Legislative Text Amendment to the Clackamas County Comprehensive Plan and the SE 172<sup>nd</sup> Ave / 190<sup>th</sup> Drive Corridor Management Plan *Previously approved at the June 15, 2016 Land Use Hearing*

Nate Boderman, County Counsel presented the staff report.

Chair Ludlow asked for a motion to read by title only.

**MOTION:**

Commissioner Schrader: I move we read ZDO 255 by title only

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0. He asked the Clerk to read ZDO 255 by title only. Then asked for a motion to adopt.

**MOTION:**

Commissioner Smith: I move we Adopt Zoning & Development Ordinance-255, Legislative Text Amendment to amend Appendix A of the Clackamas County Comprehensive Plan and the SE 172<sup>nd</sup> Ave./190<sup>th</sup> Drive Corridor Management Plan as Previously Approve at the June 15, 2016 Land Use Hearing.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

2. Reading and Adoption of a Previously Approved Land Use Ordinance, ZDO-256, Legislative Map Amendment to Change the Land Use Plan Designation and Zoning for any Land Removed from the City of Damascus *Previously approved at the June 22, 2016 Land Use Hearing*

Nate Boderman, County Counsel presented the staff report.

*~Board Discussion~*

Chair Ludlow asked for a motion to read by title only.

**MOTION:**

Commissioner Savas: I move we read ZDO 256 by title only

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – the motion passes 5-0. He asked the Clerk to read ZDO 256 by title only. Then asked for a motion to adopt.



**MOTION:**

Commissioner Bernard: I move we Adopt Zoning & Development Ordinance-256, Legislative Map Amendment to Change the Land Use Plan Designation and Zoning for any Land Removed from the City of Damascus (unless such land is annexed by another city), as previously Approve at the June 22, 2016 Land Use Hearing.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

**IV. CONSENT AGENDA**

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

**MOTION:**

Commissioner Smith: I move we approve the consent agenda.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

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

1. Approval of a Revenue Agreement with Health Share of Oregon for Behavioral Health Services to Members Enrolled in the Oregon Health Plan (OHP) – *Health Centers*
2. Approval of a Renewal Professional Services Agreement with Passport to Languages for Interpretation Services at the Clackamas County Health Centers – *Health Centers*
3. Approval of a Grant Agreement with Legacy Health and the Health Centers Division for Support of the Construction of the Unity Health Center – *Health Centers*
4. Approval of an Intergovernmental Subrecipient Agreement with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
5. Approval of an Interagency Agreement with North Clackamas Parks and Recreation District/Milwaukie Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
6. Approval of an Intergovernmental Subrecipient Agreement with City of Oregon City/Pioneer Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
7. Approval of an Intergovernmental Subrecipient Agreement with City of Sandy/ Sandy Senior and Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
8. Approval of an Intergovernmental Subrecipient Agreement with the City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents – *Social Services*

9. Approval of Construction Contract with Subcom Excavation & Utilities, LLC for the North Cedar Street Improvements Project – *Housing & Community Development*

**B. Department of Transportation & Development**

1. Approval of Amendment No. 2 to the Intergovernmental Agreement TGM Grant No. 30687 with Oregon Department of Transportation to Develop the Villages at Mt Hood Pedestrian and Bikeway Implementation Plan
2. Approval of a Contract with Blue Line Transportation Co. Inc. for Liquid Asphalt - *Procurement*
3. Approval of a Contract with Western Emulsions, Inc. for Liquid Asphalt - *Procurement*
4. Approval of a Contract with Albina Holdings, Inc. for Liquid Asphalt - *Procurement*

**C. Elected Officials**

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

**D. Technology Services**

1. Approval of an ORMAP Intergovernmental Agreement Contract No. 3536-16 with the Oregon Department of Revenue for Digital GIS tax lot Conversion

**E. Business & Community Services**

1. Approval of a Revenue Intergovernmental Agreement with Oregon Department of Fish and Wildlife for Fish Monitoring at Spring Park Natural Area

**V. WATER ENVIRONMENT SERVICES**

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

1. Approval of an Amendment to an Intergovernmental Agreement between Clackamas County Service District No. 1 and Metro for the Rock Creek Confluence Restoration-Natural Areas Bond Measure Capital Grant Award
2. Approval of a Joint Funding Agreement between Clackamas County Service District No. 1 and the US Geological Survey for Johnson Creek Monitoring.
3. Approval of a Joint Funding Agreement between the Surface Water Management Agency of Clackamas County and the US Geological Survey for Tualatin River Monitoring.
4. Approval of a Joint Funding Agreement between Clackamas County Service District No. 1 and the US Geological Survey for Creek Flow Monitoring.

**VI. COUNTY ADMINISTRATOR UPDATE**

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

**VII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:57 AM**



**Christina L. McMahan**  
Director

**JUVENILE DEPARTMENT**

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

July 14, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Request for Approval to be a Sub-Recipient for the  
University of Oregon's Restorative Justice in Schools Program  
Grant Application Funded by the National Institute of Justice

<b>Purpose/ Outcomes</b>	If awarded, this grant will develop, implement and evaluate a restorative justice approach to discipline with in school settings to reduce suspensions and expulsions, strengthen positive school climate, increase graduation rates and decrease the school to prison pipeline.
<b>Dollar Amount and Fiscal Impact</b>	The total grant amount requested by University of Oregon (UO) is \$3,766,943; of which \$2,752,191 is proposed to be subcontracted, over four years, to Clackamas County Juvenile Department (CCJD) as a sub-recipient. Over the four year period, UO will receive \$996,535 to conduct its research; CCJD will subcontract \$2,449,040 to a private non-profit for direct services; and CCJD will retain \$321,368 to pay up to .25 FTE of a Restorative Justice Coordinator and indirect costs.
<b>Funding Source</b>	National Institute of Justice
<b>Duration</b>	January 1, 2017 through December 31, 2020
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Ensure safe, healthy, and secure communities. This grant will introduce restorative justice principles to reduce exclusionary school discipline to improve school safety and graduation rates; thereby support youth in making successful transitions to positive, contributing adults in their communities.
<b>Contact Person</b>	Mark McDonnell, Assistant Director – Juvenile Department – 503-655-8342 ext 7115 or Crystal Wright, ext. 7112

**BACKGROUND:**

The University of Oregon (UO) submitted a grant proposal on May 27, 2016 in response to the Fiscal Year (FY) 2016 Comprehensive School Safety Initiative. Clackamas County Juvenile Department (CCJD) is a partner and named sub-recipient of this grant. UO and CCJD have a history of collaboration, and will continue building on this successful relationship through proposed *Restorative Justice in Schools Program (RJSP)*, a rigorous research and evaluation project.

CCJD has been working with schools throughout the County to integrate restorative practices into the classroom to ultimately reduce and remove exclusionary school discipline policies.

There is evidence that the implementation and use of restorative practices decrease unnecessary suspensions and expulsions and increase student achievement, in particular among students of color and those with disabilities.

Three local schools districts, North Clackamas, Estacada and Canby, have agreed to partner with UO and CCJD to conduct the development, implementation and evaluation of the proposed project. Clackamas County Behavioral Health will also be partnering on this project.

Direct service delivery will be provided through a contract with a non-profit organization. Funding will support personnel at that non-profit agency, including 1 FTE for a RJSP Coordinator for 4 years; 3 FTE for Restorative Justice (RJ) Facilitators for years 1 through 4; and 3 FTE for FJ Facilitators for years 2 through 4. In addition, CCJD will retain funds to pay for .25 FTE for a Restorative Justice Program Coordinator who will oversee and administer the subcontract with the non-profit and the schools.

This project has been designed based on a model developed by CCJD, but due to the research and evaluation component of the project, the awarding agency, the National Institute of Justice, expects that the research partner will be the lead agency on the proposal, therefore UO applied for the grant, and CCJD is the sub-recipient.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the acceptance of potential funds by the Juvenile Department, as a sub-recipient, to be granted should University of Oregon's *Restorative Justice in Schools Program* receive an FY 2016 Comprehensive School Safety Initiative award.

Respectfully submitted,

A handwritten signature in cursive script that reads "Christina L. McMahan".

Christina L. McMahan, Director  
Juvenile Department

# Grant Application Lifecycle Form

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

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

**\*\* CONCEPTION \*\***

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

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

Lead Department: Juvenile Department Grant Renewal?  Yes  No

Name of Funding Opportunity: FY 2016 Comprehensive School Safety Initiative

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

Requestor Information (Name of staff person initiating form): Mark McDonnell

Requestor Contact Information: 503-655-8342 ext. 7115

Department Fiscal Representative: Crystal Wright

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

Brief Description of Project:

This is a research based grant focused on creating a replicable model to address/improve school safety and student academic progress. This initiative will be carried out through partnerships between researchers, educators, non-profits and the Clackamas County Juvenile Department (CCJD). The model uses a collaborative stakeholder approach to affect change in exclusionary school discipline policy by engaging school personnel in the use of restorative values and principles to create alternative discipline approaches to student behavior in school.

The University of Oregon (UO) as the research entity is the lead applicant for this proposal. CCJD is the named sub-recipient.

Name of Funding (Granting) Agency: US Department of Justice, Office of Justice Programs and the National Institute of Justice

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

<http://www.grants.gov/search-grants.html?agencyCode%3DUSSDOJ>

**OR**

Application Packet Attached:  Yes  No

Completed By: Mark McDonnell and Crystal Wright 7/5/2016  
Date

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

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

Competitive Grant  Non-Competing Grant/Renewal  Other Notification Date: 1/1/2017

CFDA(s), if applicable: 16.560

Announcement Date: 3/17/2016 Announcement/Opportunity #: \_\_\_\_\_

Grant Category/Title: FY 2016 Comprehensive School Safety Init Max Award Value: \$2,770,408 of \$3,766,943

Allows Indirect/Rate: Yes Match Requirement: No

Application Deadline: 5/27/2016 Other Deadlines: \_\_\_\_\_

Grant Start Date: 1/1/2017 Other Deadline Description: \_\_\_\_\_

Grant End Date: 12/31/2020

Completed By: Mark McDonnell

Pre-Application Meeting Schedule: Meetings began April 5, 2016

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

**Mission/Purpose:**

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

The grant proposal supports the County's strategic plan to "ensure safe, healthy and secure communities" and CCJD's mandate to serve the youth of the county. This initiative funds research to produce practical knowledge that can improve the safety of schools and students and that can be applied to schools and school districts throughout the nation.

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

A primary purpose of CCJD is to reduce risk factors and to increase protective factors. Research has shown that youth who are disconnected from school are more likely to penetrate the criminal justice system. School engagement promotes resiliency factors.

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

CCJD would be best suited because it exhibits an in-depth knowledge of restorative justice and the ability to support community partners, ensure quality control and adherence to protocols and procedures.

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

The objectives of this grant are to: 1) increase scientific knowledge about the root causes, characteristics, and consequences of school violence and other threats to school and student safety; 2) develop, support and rigorously evaluate school and student safety programs, practices and strategies; and 3) develop a comprehensive school safety framework based on the best available information, evidence and testing. These objectives will be met by training school staff and implementing RJ practices in a sustainable manner in the schools.

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

No. This project will be called Restorative Justice in Schools Program (RJSP) Modular Restorative Justice Program. The purpose of this project is to develop, implement and evaluate the use of restorative justice principles as the model for school disciplinary policy.

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required?

If no, can staff be hired within the grant timeframe?

CCJD employs Restorative Justice Coordinator who will work closely with research, non-profit and school staff .

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

The National Institute of Justice expects that close collaborations and partnerships are prominently featured in project proposals. This project will be a partnership between UO, CCJD, Clackamas County Behavioral Health, three Clackamas County school districts (North Clackamas, Estacada and Canby), and local non-profits. Data collection, monitoring, and evaluation will be completely independent and managed by the UO evaluation team. This team will work closely with the RJSP implementation teams on assessment protocols. CCJD will recruit, through a Request for Proposal (RFP) process, a non-profit agency for direct services.

3. If this is a pilot project, what is the plan for sunseting the program or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

The funding is for a research project to span four years. The program design and implementation is focused on training school personnel to deliver the restorative justice practices.

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

*a different program, etc.)?*

The funding is for a research project to span four years, and to build direct service capacity in schools. It is not a model

that requires on-going direct service delivery by CCJD

**Collaboration**

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

Clackamas County Behavioral Health will be collaborating on this project.

**Reporting Requirements**

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

The reporting requirements will be fulfilled by the Grantor agency, UO.

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

The reporting requirements will be fulfilled by the Grantor agency, UO.

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

As a sub-recipient, CCJD will report expenses and outcomes directly to UO. UO will then compile this information and report to the funding agency, National Institute for Justice.

**Fiscal**

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

The benefits to the county and its citizens far exceed the cost to administer the grant. CCJD will leverage nearly 8 times its administrative costs in the value of direct services provided in Clackamas County schools.

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

No other revenue sources are required.

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

There is no match requirement for this grant.

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

This is funding for a one-time project to be administered over a four year period.

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

Indirect costs are allowed. CCJD is electing to use the "de minimis" cost rate.


Program Approval:

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



**Section IV: Approvals**

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

		
	Date	Signature

**IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT, BY EMAIL OR BY COURIER, TO FINANCE. ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.**

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

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

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

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

BCC Agenda item #:  Date:

**OR**

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.  
Department: keep original with your grant file.**



**DAN JOHNSON**  
MANAGER

**DEVELOPMENT AGENCY**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

July 14, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a First Amendment to the Disposition and Development Agreement with  
La Noue Development, LLC for Real Property Acquisition

<b>Purpose/Outcomes</b>	This first amendment will extend the due diligence period 90 days from its current expiration of July 16, 2016
<b>Dollar Amount and Fiscal Impact</b>	The stipulated property sale at \$700,000 remains unchanged with this amendment.
<b>Funding Source</b>	Not Applicable. No funding considered as a part of this property transaction.
<b>Duration</b>	Conveyance of the property to occur within 30 days after the extended 90 day due diligence period
<b>Previous Board Action</b>	Board concurrence for the extension at Executive Session on June 21, 2016.
<b>Strategic Plan Alignment</b>	Grow a Vibrant Economy Build a Strong Infrastructure
<b>Contact Person</b>	Dan Johnson, Development Agency Manager 503.742.4325
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Development Agency has a Disposition and Development Agreement with La Noue Development, LLC, where Agency property will be sold to the Developer for redevelopment purposes upon certain conditions being met by both parties.

The Developer has requested an extension of the due diligence period for 90 days in order to allow for additional investigation of the site. No other modifications have been requested as part of this amendment and all other conditions in the Agreement will remain in full force and effect.

**RECOMMENDATION:**

Staff recommends the Board approve and sign the First Amendment to the Disposition and Development Agreement with La Noue Development, LLC in order to extend the due diligence period for 90 days .

Respectfully submitted,

Dan Johnson, Manager  
Development Agency

FIRST AMENDMENT  
TO DISPOSITION AND DEVELOPMENT AGREEMENT

This First Amendment to Disposition and Development Agreement (“**First Amendment**”) is made and entered into and is effective as of July \_\_\_\_\_, 2016, by and between the CLACKAMAS COUNTY DEVELOPMENT AGENCY, the Urban Renewal Agency of Clackamas County, a corporate body politic (the “Agency”), and LA NOUE DEVELOPMENT LLC, an Oregon limited liability company (the “Developer”). Terms not defined herein shall have the meaning ascribed to them in the Disposition and Development Agreement (defined below). Developer and Agency may be individually referred to as party and collectively as parties.

RECITALS

The parties entered into that certain Disposition and Development Agreement (“**DDA**”), dated February 18, 2016, the purpose of which is to effectuate the Clackamas Town Center Urban Renewal Plan (“**Plan**”) by providing for the disposition of certain real property and the development of the “Developer Improvements” on the “Property” by the Developer.

Pursuant to Section 3.3 of the DDA, The Developer must complete their Due Diligence within 120 days of the effective date of the Agreement.

Pursuant to Section 3.3 of the DDA, the Developer timely exercised the extension of the Due Diligence Period, which is set to expire July 16, 2016.

The Developer has not completed their due diligence and have requested an extension in order to complete the property evaluations necessary for the development to occur.

In order to allow additional time for the Developer to diligently complete their Due Diligence prior to expiration of that period, Agency and Developer desire to amend terms of the DDA and modify the Due Diligence Period.

Therefore, Agency and Developer agree to amend the DDA as follows:

**1. Developer’s Due Diligence; Due Diligence Period.** The Due Diligence Period, as defined in Section 3.3 of the DDA and in the Schedule of Performance, attached as Exhibit “D” of the DDA, shall be extended for an additional ninety (90) days after July 16, 2016. The Due Diligence Period, as extended by this First Amendment, will expire at 11:59 pm on October 14, 2016. The Due Diligence period shall not be subject to any additional extensions unless agreed to by all parties in writing.

**2. Counterparts.** This document may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**3. No Further Amendment.** Except as expressly amended herein, all the terms and conditions of the DDA shall remain in full force and effect. No other amendment or

modification of the DDA is intended or may be implied from the amendments set out in this Agreement.

*(signatures appear on the following page)*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

“AGENCY” CLACKAMAS COUNTY DEVELOPMENT AGENCY,  
A corporate body politic

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

“DEVELOPER” LA NOUE DEVELOPMENT, LLC, an Oregon Limited  
Liability Company

By: \_\_\_\_\_  
Mark La Noue, Manager

STATE OF OREGON )  
 ) ss.  
County of Clackamas )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a notary public in and for such state, personally appeared \_\_\_\_\_, personally known (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Chair of the Clackamas County Development Agency, a corporate body politic, and acknowledged to me that said Agency executed the within instrument.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a notary public in and for such state, personally appeared Mark La Noue, personally known (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the manager of La Noue Development LLC, and acknowledged to me that said company executed the within documents.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Renew an Agreement to Furnish Engineering Services to Clackamas  
County Service District No.1 and Richwine Environmental, Inc.  
for Wastewater Process Engineering and Technical Assistance

<b>Purpose/Outcomes</b>	Provide expertise in wastewater processing and technical services and extends the capabilities of existing staff for Clackamas County Service District No. 1 (“CCSD#1”).
<b>Dollar Amount and Fiscal Impact</b>	Funds for professional engineering services are budgeted in the FY2016-17 budget for CCSD#1 and will be allocated as specific needs are identified. The Agreement is for an amount not to exceed \$300,000 within any given fiscal year. The FY 2016-17 budget for this Agreement for CCSD#1 is \$113,682.
<b>Funding Source</b>	District Funds. No General Funds involved.
<b>Duration</b>	July 1, 2016 to June 30, 2017.
<b>Previous Board Action/Review</b>	Approval of an Agreement to Furnish Engineering Services for Wastewater Process Engineering and Technical Assistance – 070915 V. 1.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Supports planning and capital delivery in providing a comprehensive plan and infrastructure capacity required to support a minimum of 5 years of projected growth.</li> <li>2. Supports Clackamas County’s strategic goal of building a strong infrastructure.</li> </ol>
<b>Contact Person</b>	Greg Geist, Director – Water Environment Services – 503-742-4560

**BACKGROUND:**

On August 14<sup>th</sup>, 2014 the Clackamas County Board of Commissioners approved a one year agreement with the option to renew for up to four (4) years between Clackamas County Service District No.1, Tri-City Service District (“Districts”), and Richwine Environmental, Inc. (“REI”) for process engineering and technical support services. REI will supplement engineering staff for capital projects. The Districts have recently hired a Planning Engineer (Capital Program Manager) and will soon be recruiting for additional engineering positions, including a process engineer.

REI has the necessary experience in: wastewater treatment process engineering and plant operations; start-up of major wastewater treatment plant capital projects; permit negotiations and familiarity with current wastewater permitting requirements; conducting a facilities planning effort; ability to size and select equipment and advise on equipment layout; process engineering support, including coordination with facility operations staff; contract administration, startup support, contract closeout, and warranty work; review and synthesis of analytical data related to plant operations for regulatory compliance; review, analysis, research and recommendations of new methods and systems of operation to improve plant performance; planning and implementing training to plant operations staff.

Page: 2

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Districts' staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No.1, approve the renewal for one (1) year of the Agreement to Furnish Engineering Services with Richwine Environmental Inc. for Wastewater Process Engineering and Technical Assistance for an amount not to exceed \$300,000 in FY2016-17.

Respectfully submitted,

Greg Geist  
Director, Water Environment Services

Placed on the July 14, 2016 agenda by Purchasing.



**AMENDMENT #1 TO THE CONTRACT DOCUMENTS WITH RICHWINE ENVIRONMENTAL INC  
FOR WASTEWATER PROCESS ENGINEERING AND TECHNICAL ASSISTANCE**

This Amendment #1, when signed by **RICHWINE ENVIRONMENTAL INC** and the Board of County Commissioners, Acting as the Governing Body of Clackamas County Service District #1 and Tri-City Service District (Districts), will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the Contractor and Districts entered into those certain contract documents for the provision of services dated **JULY 9, 2015**, as may be amended;

WHEREAS, the Contractor and Districts desire to amend the Contract pursuant to this Amendment; and

NOW, THEREFORE, the Districts and the Contractor hereby agree that the Contracts are amended as follows:

**ADD**  
**RECITALS**

Renew the contract for one year from July 1, 2016 through June 30, 2017. This is the first of four renewals allowed under this contract.

**ARTICLE 1 – SERVICES OF THE ENGINEER**

Add the Scope of Work per Attachment “A”.

**ARTICLE 5 – PAYMENTS TO ENGINEER**

**5.1 Compensation**

The total annual renewed contract amount is on a time and materials basis and is not to exceed \$300,000.00.

**ARTICLE 6 – GENERAL CONDITIONS**

Add the following insurance language:

**6.4.4** The insurance, other than the Professional Liability, Workers Compensation, and Personal Automobile Liability, (if required) shall include the DISTRICTS, its agents, officers, commissioners and employees as an additional insured when and where required by written contract.

If the CONTRACTOR’s insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract the insurance, except that noted in the preceding paragraph, shall include the DISTRICTS, its agents, officers and employees as an additional insured. Proof of additional insured status must be provided upon request in the form of an endorsement listing the DISTRICTS, its agents, officers, commissioners and employees as an additional insured. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the DISTRICTS in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the DISTRICTS under this insurance. This policy(s) shall be primary insurance as respects to the DISTRICTS. Any insurance or self-insurance maintained by the DISTRICTS shall be excess and shall not contribute to it.

Add the following Tax Law Language:

**6.27 Laws, Regulations and Orders, and Tax Law Covenant**

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

**6.27.2** The CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Any violation shall entitle the COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract,

and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to the CONTRACTOR, in an amount equal to the COUNTY's setoff right, without penalty; and
- c. Initiation of an action of proceeding for damages, specific performance, declaratory or injunctive relief. The COUNTY shall be entitled to recover any and all damages suffered as the result of the CONTRACTOR's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and the COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**6.27.3.** The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316,317, and 318;
- b. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, to the CONTRACTOR's property, operations, receipts, or income, or to the CONTRACTOR's performance of or compensation for any work performed by the CONTRACTOR;
- c. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by the CONTRACTOR; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

## **CHANGE**

### **ARTICLE 6 – GENERAL CONDITIONS**

Amend the Termination Language to read as follows:

#### **6.1 Termination Language**

**6.1.1** This Contract may be terminated for the following reasons:

1. This Contract may be terminated at any time by mutual consent of the parties, or by DISTRICTS for convenience upon thirty (30) days' written notice to the CONTRACTOR;
2. The DISTRICTS may terminate this Contract effective upon delivery of notice to CONTRACTOR, or at such later date as may be established by the DISTRICTS if:
  - a. Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the DISTRICTS is prohibited from paying for such work from the planned funding source; or
  - b. Any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
3. This Contract may also be immediately terminated by the DISTRICTS for default (including breach of Contract) if:
  - a. The CONTRACTOR fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or
  - b. The CONTRACTOR fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger the performance of this Contract in accordance with its terms, and after receipt of notice from the DISTRICTS, fails to correct such failure within ten (10) business days;

4. If sufficient funds are not provided in future approved budgets of the DISTRICTS (or from applicable federal, state, or other sources) to permit the DISTRICTS in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, the DISTRICTS may terminate this Contract without further liability by giving the CONTRACTOR not less than thirty (30) days' notice.

<b>ORIGINAL CONTRACT AMOUNT</b>	<b>\$300,000.00</b>
<b>AMENDMENT #1</b>	<b>Renewal #1, Language Additions/Changes</b>
<b>TOTAL RENEWED</b>	<b>\$300,000.00</b>
<b>ANNUAL CONTRACT AMOUNT</b>	

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

Richwine Environmental Inc  
 16360 NW Paisley Drive  
 Beaverton, OR 97006

Clackamas County Board  
 of Commissioners Acting as the Governing Body of  
 the Clackamas County Service District No. 1 by:

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

\_\_\_\_\_  
 Chair

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

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

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

Clackamas County Board of Commissioners  
 Acting as the Governing Body of the Tri-City  
 Service District by:

613371-93  
 \_\_\_\_\_  
 Oregon Business Registry Number

\_\_\_\_\_  
 Chair

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

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

\_\_\_\_\_  
 Date

APPROVED AS TO FORM:

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

\_\_\_\_\_  
 Date



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Renew an Agreement to Furnish Engineering Services to Tri-City Service District and Richwine Environmental, Inc.  
for Wastewater Process Engineering and Technical Assistance

<b>Purpose/Outcomes</b>	Provide expertise in wastewater processing and technical services and extends the capabilities of existing staff for the Tri-City Service District No. 1 (“TCSD”).
<b>Dollar Amount and Fiscal Impact</b>	Funds for professional engineering services are budgeted in the FY2016-17 budget for TCSD and will be allocated as specific needs are identified. The Agreement is for an amount not to exceed \$300,000 within any given fiscal year. The FY 2016-17 budget for this Agreement is \$93,132.
<b>Funding Source</b>	District Funds. No General Funds involved.
<b>Duration</b>	July 1, 2016 to June 30, 2017.
<b>Previous Board Action/Review</b>	Approval of an Agreement to Furnish Engineering Services for Wastewater Process Engineering and Technical Assistance – 070915 V. 1.
<b>Strategic Plan Alignment</b>	1. Supports planning and capital delivery in providing a comprehensive plan and infrastructure capacity required to support a minimum of 5 years of projected growth. 2. Supports Clackamas County’s strategic goal of building a strong infrastructure.
<b>Contact Person</b>	Greg Geist, Director – Water Environment Services – 503-742-4560
<b>Contract No.</b>	N/A

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This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Districts' staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of the Tri-City Service District, approve the renewal for one (1) year of the Agreement to Furnish Engineering Services with Richwine Environmental Inc. for Wastewater Process Engineering and Technical Assistance for an amount not to exceed \$300,000 in FY2016-17.

Respectfully submitted,

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Director, Water Environment Services

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## **CHANGE**

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<b>AMENDMENT #1</b>	<b>Renewal #1, Language Additions/Changes</b>
<b>TOTAL RENEWED</b>	<b>\$300,000.00</b>
<b>ANNUAL CONTRACT AMOUNT</b>	

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

Richwine Environmental Inc  
 16360 NW Paisley Drive  
 Beaverton, OR 97006

Clackamas County Board  
 of Commissioners Acting as the Governing Body of  
 the Clackamas County Service District No. 1 by:

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

\_\_\_\_\_  
 Chair

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

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

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

Clackamas County Board of Commissioners  
 Acting as the Governing Body of the Tri-City  
 Service District by:

\_\_\_\_\_  
 613371-93

\_\_\_\_\_  
 Oregon Business Registry Number

\_\_\_\_\_  
 Chair

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

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

\_\_\_\_\_  
 Date

APPROVED AS TO FORM:

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

\_\_\_\_\_  
 Date