

AGENDA

Thursday, September 15, 2016 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-90

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

1. Public Hearing on the Proposed 2017-2021 Assessment of Fair Housing Plan (Chuck Robbins, Community Development)

III. PUBLIC DISCUSSION ITEM *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

Board of County Commissioners

1. Resolution No. _____ Opposing the Passage of Measure 97 (BCC)

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

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement between Community Solutions for Clackamas County and State of Oregon Department of Energy for Weatherization Services – *Community Solutions*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement between Clackamas County and the City of Happy Valley for Solid Waste Management Services

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. County Counsel

1. Approval of a Bargain and Sale Deed Conveying an Interest in Certain Property Located in the Vicinity of SE Sunnyside Road and SE 105th Ave.

E. Business & Community Services

1. Board Order No. _____ Approving a Tax foreclosed Property for Declaration as Surplus and Established Minimum Bid Amount
2. Approval of a Memorandum of Agreement between Metro, City of Oregon City, and Clackamas County regarding management of the EPA Brownfields Grant

V. DEVELOPMENT AGENCY

1. Approval of a Cooperative Improvement Agreement with the Oregon Department of Transportation for the Otty Street Realignment Project

VI. WATER ENVIRONMENT SERVICES

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

1. Approval of a Settlement Agreement with Atlas Copco Compressors, LLC and the Tri-City Service District for Blower Replacement
2. Approval of a Settlement Agreement with Atlas Copco Compressors, LLC and Service District No. 1 for Blower Replacement
3. Approval of Amendment No. 1 and Renewals 4 and 5 to the Contract Documents with Portland Engineering, Inc. to Furnish Professional Services to the Tri-City Service District for the Instrumentation and Control systems Integrator of Record - *Procurement*
4. Approval of Amendment No. 1 and Renewals 4 and 5 to the Contract Documents with Portland Engineering, Inc. to Furnish Professional Services to Service District No. 1 for the Instrumentation and Control systems Integrator of Record - *Procurement*

VII. COUNTY ADMINISTRATOR UPDATE

VIII. 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

September 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Public Hearing on the Proposed 2017-2021 Assessment of Fair Housing Plan

| | |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Purpose/Outcomes | A Public Hearing before the Board of County Commissioners to accept testimony on the proposed 2017 – 2021 Assessment of Fair Housing plan. |
| Dollar Amount and Fiscal Impact | 600 hours of staff time to prepare and submit plan to HUD. |
| Funding Source | U.S. Department of Housing and Urban Development No County General Funds are involved. |
| Duration | Effective July 1, 2017 and terminates on June 30, 2021 |
| Previous Board Action | N/A |
| Strategic Plan Alignment | H3S – Sustainable and affordable housing County - Ensure safe, healthy and secure communities. |
| Contact Person | Chuck Robbins, Community Development Director - (503) 655-8591 |
| Contract No. | N/A |

BACKGROUND:

The Community Development Division of the Health, Housing & Human Services Division is requesting a public hearing on the proposed 2017-2021 Assessment of Fair Housing Plan. As a recipient of Federal Community Development Block Grant, HOME investment Partnerships Program, and Emergency Solutions Grant funds from the U.S. Department of Housing and Urban Development (HUD) the County is required to comply with Federal Fair Housing Regulations. Since 1996 the County has met these requirements by preparing an Analysis of Impediments to Fair Housing Choice.

On July 8, 2015 HUD finalized changes to the Affirmatively Furthering Fair Housing Rule requiring that recipients of HUD funding prepare a new plan; Assessment of Fair Housing Plan (AFH).

The AFH is intended to improve on the shortcomings of the original Analysis of Impediments by:

1. Increasing transparency by ensuring a robust public process for assessing fair housing planning and explicitly linking this input to public investment plans (e.g., Consolidated Plans, PHA Plans, and Capital Fund Plans).
2. Improving compliance by equipping grantees with a clear framework and mandating early HUD review of assessments of fair housing so that program participants will have greater security that they have met regulatory standards.

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3. Reducing data collection costs and make analysis easier by providing consistent national data and tools to assist in interpreting that data.
4. Synchronizing the assessment process with the investment planning process by requiring regular updates to assessments of fair housing that are linked to the consolidated and PHA planning cycles, linking fair housing goals to strategies, actions, and reporting on outcomes.

In addition to HUD's desire to refine and improve the planning process, the new regulations included 2 significant programmatic changes:

1. A completed AFH must be submitted by the Housing & Community Development Division (HCD), and a plan must be submitted by the Public Housing Agency - Housing Authority of Clackamas County (HACC); and
2. The completed plan(s) must be sent to HUD for their review 270 days prior to the start of the fiscal year which begins the 5-Year Consolidated Planning cycle. Approval of the plan is required before HUD will release any of the federal funds coming to HCD and HACC.

The schedule for submitting an AFH is tied to the date for submitting the 5-Year Consolidated Plan. Since Clackamas County's Consolidated Plan is due in May 2017, we are one of the first 22 jurisdictions in the County to prepare an AFH.

In preparing the Plan HUD has identified four nation-wide Fair Housing goals:

1. Reduce segregation, and build on the nation's increasing racial, geographic and economic diversity.
2. Eliminate racially and ethnically concentrated areas of poverty.
3. Reduce disparities in access to important community assets such as quality schools, job centers, and transit.
4. Narrow gaps that leave families with children, people with disabilities, and people of different races, colors, and national origins with more severe housing problems, aka., disproportionate housing needs.

In preparing the AFH a number of steps had to be taken. These include:

1. An assessment of past fair housing goals and objectives
2. Data analysis including
 - a. Demographic information
 - b. Levels of segregation and integration
 - c. Racially and ethnically concentrated areas of poverty
 - d. Disparities in access to opportunities
 - e. Disproportionate housing needs
 - f. Publically supported housing needs
3. Development of 5-Year Fair housing goals and priorities

Another major addition to the AFH process was the increased emphasis on collaboration. In reviewing the data and preparing Clackamas County's fair housing goals HCD coordinated a comprehensive public participation campaign. This included 10 public meetings, three separate surveys (community survey, a public housing resident survey and a Spanish language survey) and consultations with 23 community agencies.

Once all of the data was collected and analyzed the next step was the development of goals and priorities. This involved a series of meetings with a work group comprised of staff from HCD, HACC, H3S Administration, Social Services Division, Fair Council of Oregon and Legal Aid.

The Workgroup members reviewed past fair housing efforts, clarified the contributing factors in the jurisdiction and in the Portland metro region and discussed the HUD provided census maps and data. After review of the available data and discussion of local issues and concerns, Workgroup members agreed to the following goals in priority order:

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

The proposed AFH Plan is currently out for public comment until Friday, September 23rd.

This hearing will satisfy a U.S. Department of Housing and Urban Development (HUD) requirement that the public have an opportunity to review the information and goals in the proposed Assessment of Fair Housing Plan for Clackamas County. The hearing will consist of three parts:

- 1) A review of the process used to develop the AFH Plan and goals;
- 2) A review of the proposed AFH Plan and goals; and
- 3) An open discussion period during which citizens may testify on the proposed AFH Plan.

RECOMMENDATION:

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

- 1) Hold a Public Hearing to accept testimony on the proposed AFH plan;
- 2) Direct the Community Development Division staff to make any changes necessary as a result of the Board's consideration of testimony to the Proposed AFH plan, and prepare for Board approval the Final AFH plan and other materials necessary for submitting the AFH Plan to HUD by the October 4th due date; and
- 3) Place approval of the 2017 – 2021 Assessment of Fair Housing (AFH) Plan on the Board of County Commissioners' consent agenda for adoption at the September 29, 2016 meeting.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Clackamas County

2017 – 2021 Assessment of Fair Housing Report - DRAFT

Housing Authority of Clackamas County and

Housing and Community Development Division

Executive Summary

The Fair Housing Act was enacted in 1968. Recent changes to the Affirmatively Furthering Fair Housing Rule 24 CFR 5.150-5.180 were finalized by HUD on July 8, 2015. The 2016 Assessment of Fair Housing (AFH) in Clackamas County relied on census data provided by the U.S. Department of Housing and Urban Development (HUD), local information and community feedback through surveys and public meetings. The AFH was conducted jointly by the Housing Authority of Clackamas County and the Housing and Community Development Division.

HUD's newly developed AFH process has four nation-wide fair housing goals:

- 1) Reduce segregation, and build on the nation's increasing racial, geographic and economic diversity.
- 2) Eliminate racially and ethnically concentrated areas of poverty.
- 3) Reduce disparities in access to important community assets such as quality schools, job centers, and transit.
- 4) Narrow gaps that leave families with children, people with disabilities, and people of different races, colors, and national origins with more severe housing problems, aka., disproportionate housing needs.

The community participation process for selecting Clackamas County's fair housing goals included 10 public meetings, three separate surveys during April, May and June and consultations with 23 community agencies. A total of 310 people responded to a community survey, a public housing resident survey and a Spanish language survey. Some surveys were mailed to groups and all surveys were available on paper and online. A public notice was published in community newspapers notifying interested persons that a draft of the AFH document, AFH Goals and an executive summary was posted for 30-day comment period. The public notice also included an invitation to attend a public hearing on September 15th to provide testimony on the proposed AFH goals.

Insert summary of comments during 30 day comment period here.....

Community meeting discussions in April and May included a review of past fair housing goals, a review of some of the 2010 census data demographics provided by HUD, a comparison of county data to regional housing data and, a review of maps of the county areas that have high concentrations of minorities and concentrations low income households.

Contributing factors to the fair housing conditions were identified after a review of HUD data, comments during public meetings, community survey data and local housing data. Representatives of the Legal Aid Services of Oregon, the Fair Housing Council of Oregon, the Housing Authority of Clackamas County, the Social Services Division and the Housing and Community Development Division formed a work group to results of surveys, community meetings and HUD provided data to select the contributing factors listed below:

Contributing Factors to fair housing conditions listed in priority order include:

1. Lack of affordable, accessible housing in a range of unit sizes.
2. Availability of affordable units in a range of sizes.
3. Displacement of residents due to economic pressures.
4. Community Opposition.
5. Site selection policies, practices and decisions for publicly supported housing.
6. Lack of assistance for housing accessibility modifications.
7. Private Discrimination.
8. Lack of public fair housing enforcement.
9. Lack of resources for fair housing agencies and organizations.
10. Land Use and Zoning Laws.
11. Inaccessible sidewalks, pedestrian crossings, or other infrastructure.

The Contributing Factors listed above are similar to the fair housing choice impediments identified in 2012 which are listed here:

1. Violations of fair housing laws in renting and purchasing property
2. Lack of knowledge of fair housing laws, including confusion about ADA and fair housing laws
3. Patterns of disadvantage for minorities and other protected classes – location, income, education
4. Lack of suitable affordable (including subsidized) housing in general, and lack of choice by quality, accessibility, location, type of units and access to opportunities
5. Land use and other public policies may be barriers to developing affordable housing

The process of analysis to select the 2017-2021 AFH Goals for the jurisdiction was a series of meetings and discussions by the work group. Workgroup members reviewed past fair housing efforts, clarified the contributing factors in the jurisdiction and in the Portland metro region and discussed the HUD provided census maps and data. After review of the available data and discussion of what data was not available, work group members agreed to the following goals in priority order:

1. Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing.
2. Increase accessibility to affordable housing for persons with disabilities and single parent familial status households. (households with children under 18 yrs).

3. Improve access to housing and services for all protected classes.
4. Enforce Fair Housing laws and Increase public understanding of Fair Housing laws.
5. Coordinate Fair Housing Advocacy and Enforcement Efforts among regional partners
6. Ensure that all housing in Clackamas County is healthy and habitable.

These AFH goals will become part of planning and performance reporting documents for the Housing Authority and the Housing and Community Development Division for the 2017 through 2021 program years. These AFH goals are similar to fair housing goals selected in 2012 listed here:

Goal I: Fair housing laws are enforced

Goal II: People and agencies/institutions know about fair housing

Goal III: Integrative patterns are promoted

Goal IV: Fair housing is attained regionally

Goal V: All rental housing is habitable

Goal VI: Actions are guided by local and regional data

Since 2012 the significant changes that have impacted Clackamas County include a sharp increase in housing demand due to the number of new residents moving to the Portland metro area including Clackamas County. Another significant change has occurred in fair housing enforcement at the Oregon State Bureau of Labor and Industry (BOLI). BOLI legislative changes to the state law made Oregon state fair housing laws no longer substantially equivalent to federal fair housing laws. As a result HUD terminated its contract/partnership with BOLI as of April 3, 2016. This means that now all federal claims of fair housing violations will have to be filed directly with HUD. HUD has limited capacity to handle the additional workload. Fair Housing advocates are anticipating a backlog of complaints to be filed and investigated.

Add summary here after comment period and public hearing....

ASSESSMENT OF FAIR HOUSING PLAN
PUBLIC COMMENT AND
PUBLIC HEARING

The Draft 2017-2021 Assessment of Fair Housing (AFH) Plan consists of an assessment of the past, current and future efforts to improve housing access for all protected classes in Clackamas County. The AFH Plan includes a description of the community participation process, an assessment of past goals and action, an analysis of fair housing issues, and Clackamas County's 5-year fair housing goals and objectives.

The draft 2017-2021 AFH Plan will be posted on August 22 at this website: <http://www.clackamas.us/communitydevelopment/maps.html>. The public comment period on the plan will open on August 22, 2016. For additional information, or to submit comments, contact Mark Sirois at marksir@clackamas.us or Kevin Ko at the Clackamas County Community Development Division, (503) 655-5891, Public Services Building – Suite 245, 2051 Kaen Road, Oregon City, Oregon 97045. Comments will be accepted until 5:00 p.m., Friday, September 23, 2016.

The Clackamas County Board of County Commissioners will hold a
PUBLIC HEARING

At the Public Services Building
Hearings Room - 4th Floor, Room 409
2051 Kaen Road, Oregon City, Oregon
Thursday, September 15, 2016 at 6 P.M.

This hearing will provide an opportunity for people to discuss and testify on the Fair Housing goals listed in the draft 2017-2021 Assessment of Fair Housing Plan. The goals listed in the draft AFH Plan will be made part of Housing and Community Development and the Housing Authority of Clackamas County planning documents during the 2017 to 2021 program years.

The hearing will consist of three parts:

- 1) A review by the Housing and Community Development Director, Chuck Robbins, of the process of reviewing census data, community meetings, survey data and discussions to develop the draft goals;
- 2) A review of the draft AFH Plan goals; and
- 3) An open discussion period during which citizens may testify on the draft plan.

Reasonable accommodation will be provided for any individual with a disability

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

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

Clackamas County

2017 – 2021 Assessment of Fair Housing Report - DRAFT

Housing Authority of Clackamas County and Housing and Community Development Division



Visit www.hud.gov/fairhousing or call the HUD Hotline
1-800-669-9777 (English/Español) 1-800-927-9275 (TTY)



Fair Housing Council of Oregon Website: www.FHCO.org



Assessment of Fair Housing Tool

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I. Cover Sheet (This page will be completed before submission to HUD)

1. Submission date:
2. Submitter name: Clackamas County Housing and Community Development Division
3. Type of submission: Joint Submission
4. Type of program participant(s) Consolidated plan participant and PHA
5. For PHAs, Jurisdiction in which the program participant is located:
6. Submitter members (if applicable):
7. Sole or lead submitter contact information:
 - a. Name:
 - b. Title:
 - c. Department: Health, Housing and Human Services Department
Housing and Community Development Division
 - d. Street address: 2051 Kaen Road #245
 - e. City: Oregon City
 - f. State: Oregon
 - g. Zip code: 97045
8. Period covered by this assessment: July 1, 2017 to June 30, 2021
9. Initial, amended, or renewal AFH: Initial
10. To the best of its knowledge and belief, the statements and information contained herein are true, accurate, and complete and the program participant has developed this AFH in compliance with the requirements of 24 C.F.R. §§ 5.150-5.180 or comparable replacement regulations of the Department of Housing and Urban Development;
11. The program participant will take meaningful actions to further the goals identified in its AFH conducted in accordance with the requirements in §§ 5.150 through 5.180 and 24 C.F.R. §§ 91.225(a)(1), 91.325(a)(1), 91.425(a)(1), 570.487(b)(1), 570.601, 903.7(o), and 903.15(d), as applicable.

All Joint and Regional Participants are bound by the certification, except that some of the analysis, goals or priorities included in the AFH may only apply to an individual program participant as expressly stated in the AFH.

(Signature) (date)

(Signature) (date)

(Signature) (date)

12. Departmental acceptance or non-acceptance:

(Signature) (date)

II. Executive Summary

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Add summary here after comment period and public hearing....

III. Community Participation Process

1. **Describe outreach activities undertaken to encourage and broaden meaningful community participation in the AFH process, including the types of outreach activities and dates of public hearings or meetings. Identify media outlets used and include a description of efforts made to reach the public, including those representing populations that are typically underrepresented in the planning process such as persons who reside in areas identified as R/ECAPs, persons who are limited English proficient (LEP), and persons with disabilities. Briefly explain how these communications were designed to reach the broadest audience possible. For PHAs, identify your meetings with the Resident Advisory Board.**

The Assessment of Fair Housing survey in English and Spanish was developed in March 2016 by Housing and Community Development (HCD) staff with input

from the local HUD field office. The Community AFH online survey was open for 12 weeks from April 7 to June 30, 2016.

AFH Outreach was conducted to every County household through a fair housing article with English and Spanish explanation in the Citizen News distributed in April 2016. The article was in English and Spanish directing readers to the Housing and Community Development (HCD) website and a link to the survey. Citizen News is a quarterly newspaper-style publication that covers the news, events and issues in which Clackamas County is involved. Citizen News is distributed to 178,000 households in Clackamas County and is found online at www.Clackamas.us.

Housing Authority staff also developed a survey and distributed notices to all public housing residents and households with Housing Choice Vouchers (Section 8). HCD staff also contacted numerous community organizations (listed below) to solicit survey input and offer to meet with community groups.

2. Provide a list of organizations consulted during the community participation process.

HCD staff sent email solicitations to participate in the survey to the 75 member Citizen Participation list, the 100 member Continuum of Care list, the Housing Authority of Clackamas County residents, and to county and community Hispanic outreach workers. Paper surveys with postage paid return envelopes were also provided to Todos Juntos, Sandy Community Action, the Clackamas Service Center, National Alliance for mental Illness (NAMI), and the Disability Resource Advisory Council.

HCD staff contacted several community groups directly to inquire about presenting assessment of fair housing information, request that people take the survey and to solicit comments about fair housing in Clackamas County.

Groups contacted include:

- Adventist Health
- Aging and Disability Resource Center (ARDC)
- Antfarm
- Folktime
- Wichita Family Resources Center
- Housing Authority of Clackamas County
- Continuum of Care
- Clackamas Service Center
- The Canby Center
- The City of Canby
- Clackamas Womens Services
- National Alliance for Mental Illness (NAMI)
- Oregon Department of Human Services

- Office of Children and Families (Hispanic outreach coordinator)
- North Clackamas School District
- Familias en Accion (Families in Action)
- Todos Juntos
- Casa Verde farmer worker housing in Canby
- Disability Services Advisory Council (DSAC)
- Sandy Helping Hands
- Sandy Community Action Center
- Oregon Food Bank
- OHSPP Oregon Head Start

Outreach to Housing Authority of Clackamas County public housing residents and Housing Choice Voucher households included a survey specific to public housing residents and a meeting with the Resident Advisory Board. 133 public housing residents responded to the PHA survey.

A Notice of Comment Period and a Notice of Public Hearing was published on August 17 and 18, 2016 in the newspapers of record. The combined notice provided the website address and the date of the Public Hearing as September 15, 2016. The Draft AFH Plan was posted on the Community Development website on August 22, 2016 with a 30-day comment period ending on September 23, 2016.

Add more here on when the email notices were distributed and who was contacted/emailed.....

**3. How successful were the efforts at eliciting meaningful community participation?
If there was low participation, provide the reasons.**

The AFH Community Survey resulted in 171 responses with the largest resident groups being living in Oregon City (17.5%), 17% living in Milwaukie area, 17% living outside of Clackamas County and 8.2% living in the unincorporated Clackamas area between Milwaukie and Happy Valley. The respondent households were 39.2% 2 person households, 20% were in 1 person households, 17% had 3 persons in their households and 12.3% had 4 persons.

The Household income for 48% of respondents was below \$50,000 per year, 36.4% made less than 30,000 per year and 22.8% made less than \$15,000 per year. The racial makeup of respondents was 82.4% white, 3% Black, 2.4% Alaska Native/American Indian, 4.8% were more than 1 race and 5.5% identified as “Other”. 13.9% of respondents were Hispanic, 23.9% had a disabled household member and Female head of households were 44.6% of respondents.

The Housing Authority of Clackamas County (HACC) also conducted an online PHA survey and distributed paper surveys between 5/1/16 and 6/30/16. The PHA survey was sent to all Public Housing Residents, Scattered site residents and Housing Choice Vouchers which resulted in 133 responses. Most respondents lived in Milwaukie (32.8%), Clackamas (12.2%), Oregon City (19.85%) and 10.7% lived outside of Clackamas County. 64% of the household family size was 1 or 2 people. 13.7% had 3 people in the households, 12.21% had 4 people. 9% of respondents had 5-7 people in their household. The family income for 86 households was less than \$15,000 per year (65.6% of respondents). 36 households earned \$15,000 to \$29,000 per year (27.48%) and 7 households made 30 to 49,999 per year (5.34%).

The PHA survey respondent racial makeup was 81.6% white, 3.82% Black, 2.29% Asian, 1.53% Alaska Native/American Indian and, 9% listed their race as “more than 1” or other. 13.85% of respondents were Hispanic, 56.15% of households had a disabled family member and 81.68% were female-headed households.

10 Meetings attended in April and May:

- April 7 – Sandy Connect Luncheon – 25 people
- April 13 – HACC (PHA) Staff meeting – 30 people
- April 21 – Clackamas Service Center – 12 people
- May 10 – Adult Protective Services – 10 people
- May 11 – HACC (PHA) Resident Advisory Board – 20 people
- May 17 – Disability Services Advisory Council – 12 members
- May 19 – Casa Verde community meeting in Canby, Oregon – 10 people
- May 25 – Continuum of Care presentation – 40 members
- May 26 – Information and Referral meeting presentation – 30 people

4. Summarize all comments obtained in the community participation process. Include a summary of any comments or views not accepted and the reasons why.

Most people participating in community meetings wanted to know how to access more affordable housing. Attendees at Fair Housing presentations commented on the increasing demand for housing units and the overall lack of housing options for low-income and vulnerable populations. Most comments also encouraged the jurisdiction/County to build more affordable housing and more accessible housing.

Hispanic residents at Casa Verde in Canby which is located in an area of “High Concentration of ethnicity and low-income” households expressed satisfaction with their community and housing. Attendees stated that they had moved to the community for work and liked the safety of the community. Attendees said that their children were having success in school and wanted more community parks and activities for children.

Continuum of Care members commented that veterans should be included in any planning for new housing projects. Social services agency staff mentioned that many persons in affordable housing including Hispanic populations do not want to file complaints because they fear losing their housing.

During the May 11th meeting, Public Housing Resident Advisory Board (RAB) members expressed their desire for housing that is closer to services and good school services. Residents living in Oregon City expressed that more school services were available to them when they lived in a larger school district.

Providing an effective referral system for victims of housing discrimination or Fair Housing violations was the top ranked change requested by respondents of the Community AFH survey. Reducing discrimination in renting and/or purchasing a home was the second highest ranked suggested change. Reducing barriers to Fair Housing Choice due to zoning, land use ordinances, and other public policies was the third highest priority suggestion. Reducing concentrations of minorities and poverty by providing greater access to affordable housing for lower income persons, minorities throughout the County was 4th most important priority selected by respondents. Providing greater housing options by increasing the number, quality and location of housing that is affordable to low and very-low income households was the 5th most important change suggested.

Although the Spanish language survey had only 6 participants, comments included suggestions to build affordable housing throughout the county not just in low income neighborhoods.

Insert comments from Sept 15th public hearing...here....

IV. Assessment of Past Goals, Actions and Strategies

1. Indicate what fair housing goals were selected by program participant(s) in recent Analyses of Impediments, Assessments of Fair Housing, or other relevant planning documents:

a. Discuss what progress has been made toward their achievement;

Clackamas County's 2012 Analysis of Impediments (AI) to Fair Housing Choice identified five broad impediment areas. The impediment areas were identified based on analysis of existing data and broad public input. The impediment areas are also consistent with conclusions about areas of impediments to fair housing choice drawn in the Clackamas County 2005 AI and those identified in neighboring counties and cities.

The 2012 AI impediments and identification of goals reflect the complexity and the benefit of a regional approach to solutions.

6. Violations of fair housing laws in renting and purchasing property

7. Lack of knowledge of fair housing laws, including confusion about ADA and fair housing laws
8. Patterns of disadvantage for minorities and other protected classes – location, income, education
9. Lack of suitable affordable (including subsidized) housing in general, and lack of choice by quality, accessibility, location, type of units and access to opportunities
10. Land use and other public policies may be barriers to developing affordable housing

The Housing and Community Development Division (HCD) assembled a Fair Housing Partners group to identify goals and strategies to improve housing choices. HCD's Fair Housing local partners include; the cities, towns and hamlets in Clackamas County, Clackamas County Social Services Division (SSD), Housing Authority of Clackamas County (HACC), Clackamas County Department of Transportation and Development (DTD), the Fair Housing Council of Oregon (FHCO) and, Legal Aid Services of Oregon (LASO).

Six (6) fair housing goals were identified in preparation of the 2012 AI plan:

- Goal I: Fair housing laws are enforced
- Goal II: People and agencies/institutions know about fair housing
- Goal III: Integrative patterns are promoted
- Goal IV: Fair housing is attained regionally
- Goal V: All rental housing is habitable
- Goal VI: Actions are guided by local and regional data

- b. Discuss how you have been successful in achieving past goals, and/or how you have fallen short of achieving those goals (including potentially harmful unintended consequences); and**

Housing Rights and Resources Program (Goals 1 and 2):

HCD provides funding to operate a Housing Rights and Resources (HRR) program in Clackamas County. The HRR program provides information and referral services for persons seeking assistance with fair housing issues, information about affordable housing, homeless prevention services, landlord/tenant disputes rental assistance, and emergency housing needs.

The HRR program develops and distributes documents related to fair housing laws and issues, landlord/tenant disputes, and the eviction process, in English and various translations for use by non-English speakers. The HRR program also works with tenants and landlords to provide information and training on fair housing laws to avoid unlawful evictions. HRR program staff work with the social service agencies, in-house housing programs and shelters in Clackamas County to assure that clients with fair housing

questions are referred for information and assistance. Bilingual HRR staff provide fair housing information and services to Spanish speaking residents of Clackamas County.

The HRR program subcontracts with the Fair Housing Council of Oregon (FHCO) and Legal Aid Services of Oregon (LASO) to provide or secure fair housing services that includes:

- legal representation for persons whose housing rights have been violated,
- development of any additional fair housing collateral materials to be used to educate professionals in housing-related professions and,
- training sessions for professionals in housing-related arenas.

This program has been effective in achieving Goals I and II of the 2012 Analysis of Impediments.

Integrative Patterns are promoted (Goal III)

Since 2012 some progress has been made with local governments/communities regarding the need for a range of housing options for persons and families with a range of income levels, however, this goal has not yet been achieved. The County Housing and Community Development Division (HCD) has limited staffing and resources to promote integrative housing patterns in the 16 cities and towns in the jurisdiction. The County will continue to work with partners to explain the need for a range of housing options particularly for elderly and disabled persons living on fixed incomes.

The potentially harmful unintended consequences for lack of progress on this goal has been that communities have not had the housing options available for their residents and as such residents needed to move to find housing.

All rental housing is habitable (Goal V)

This goal was not achieved. The County considered the feasibility of establishing a habitability standard in multi-family housing units over a certain number of units similar to a neighboring jurisdiction's rental housing habitability standard. This initiative has since been dropped by County due to lack of funding, lack of support from the general public and other priorities such as roads, current housing demands and the current rapid growth of new housing market. The areas identified as having "High Concentrations" of low-income persons and ethnicities do contain a large number of rental units and mobile home parks.

The potentially harmful unintended consequences for not attaining this goal has been the possibility of low-income and vulnerable populations living in substandard or unhealthy housing due to lack of housing availability and lack of resources to address rental unit habitability issues. This goal has been re-examined and added to the next 5 year plan.

REGIONAL EFFORTS (Goals 4 and 6)

Clackamas County meets quarterly with regional partners to coordinate fair housing efforts, data collection, training and events. Regional partners include: Multnomah County, Washington County, Clark County (WA), City of Portland, City of Gresham, and the City of Beaverton.

Regional partners intend to move to a regional Analysis of Impediments to Fair Housing study and regional data collection in order to plan more effective training events and strategies to reduce housing discrimination and increase housing choice for residents in the Portland metropolitan area housing market. Regional partners also hope to align their fair housing efforts with the public housing authorities plans to increase access to housing.

Some of the strategies suggested in the Clackamas County 2012 AI such as coordinating fair housing education and training efforts have been adopted by the Regional Fair Housing Partners group.

The potentially harmful unintended consequences for not attaining this Integration goal has been the possibility of low-income, protected classes and, vulnerable populations limited access to housing choices in the Portland metro area. Limitations may be due to varying levels of information and training in different communities based on different contract requirements, different expectations and different types of services provided.

c. Discuss any additional policies, actions, or steps that you could take to achieve past goals, or mitigate the problems you have experienced.

Clackamas County staff meet quarterly with regional partners on an in-formal basis to coordinate fair housing efforts, data collection, training and events. Regional partners include: the State of Oregon, Multnomah County, Washington County, Clark County (WA), Clackamas County, City of Portland, City of Gresham, and the City of Beaverton.

Regional partners intend to move to a regional Assessment of Fair Housing and regional data collection in order to plan more effective training events and strategies to reduce housing discrimination and increase housing choice for residents in the Portland metropolitan area housing market. Regional partners also hope to align their fair housing efforts with the public housing authority plans to increase access to housing.

Some of the strategies suggested in the Clackamas County 2012 AI such as coordinating fair housing education and training efforts have been adopted by the Regional Fair Housing Partners group. Clackamas County will continue to coordinate with state and regional partners to strengthen fair housing education and enforcement efforts. The Fair Housing Council of Oregon (FHCO) will continue as a key organization in our regional fair housing education and enforcement efforts.

d. Discuss how the experience of program participant(s) with past goals has influenced the selection of current goals.

The Clackamas County jurisdiction has a continued need for fair housing information and training for tenants and landlords as the tenants and landlords transition in an out of residential properties. The jurisdiction and regional partners acknowledge that the Portland metro area is one housing market and that our efforts must be coordinated in order to be effective. Our regional fair housing organization is the Fair Housing Council of Oregon (FHCO). The organization continues to expand and improve on its training and services. A recent Oregon state law now forbidding discrimination by income source (Section 8) has provided a new opportunity for FHCO to promote fair housing and educate the area landlords and property managers.

Fair Housing Education, Training and enforcement will continue as a goal for our jurisdiction and the region. Fair Housing Education is an ongoing process for both tenants and landlords. Recent data on the types of complaints processed by FHCO indicate that persons with disabilities have filed 46% of all complaints. This complaint data indicated that persons with disabilities specifically need to be included in our Fair Housing goals.

The jurisdiction will continue to work with tenants, property managers and landlords to clarify rights and responsibilities of both renters and landlords. The jurisdiction will continue to support the efforts of the Fair Housing Council of Oregon to promote fair housing and to clarify the state and federal fair housing laws for the general public.

The jurisdiction will also continue to work with regional partners to provide coordinated training and enforcement of fair housing laws. Regional partners will continue to support the Fair Housing Council of Oregon to collect and report on housing discrimination issues as well as conduct fair housing testing.

V. Fair Housing Analysis

A. Demographic Summary

1. Describe demographic patterns in the jurisdiction and region, and describe trends over time (since 1990).

A review of HUD Table 1 data indicates that Clackamas County's population demographics compared to the Portland metro region represented in the HUD Tables as the Census Bureau Statistical Area (CBSA) reveals that in 2010 Clackamas County was 8% more white than the region, about 3% less Hispanic, 2% less Black, 4% less foreign born and 2.7% less LEP than the Portland metro region.

As shown in Table 2, the population of less than 300,000 people in Clackamas County in 1990 was 95% White, less than 1% Black, 2.5% were Hispanic, 4% were foreign born and less than 2% were of Limited English Proficiency (LEP). About 62% of the 1990 population was between the ages of 18 and 64. The Portland metro region in 1990 was just over 1.5 million people 90% of which were white, 3.3% were Hispanic, 2.6% Black, 5.8% were foreign born and 3% were LEP. In 1990,

Clackamas County's population was more white by 5%, with fewer foreign born (1.8% less) and fewer LEP (1% less) than the Portland metro region.

The 2010 census results show that in twenty years, Clackamas County has increased the overall population by 65,000 people. The County has become less white (85%), more Hispanic (from 2% to 7.7%), the percentage of foreign born persons has double from 4.1% to 8.4% and the percentage of LEP persons has more than doubled from 1.8% to 4.5%. The Black population has remained below 1% of Clackamas County since 1990. During the same 20-year period the Portland metro region has seen a population increase of 630,000 to a total of over 2.1 million people. The white population in the Portland metro region decreased from 90% to 76% while the Black population remained at 2.7%. The Portland CBSA regional Hispanic population increased by just under 200,000 people from 3.3% to 10.8% of the population. The foreign born population increased from 5.8% to 12.6% and the LEP population increased to over 160,000 people from 3% to 7.2% of the population in the Portland CBSA region.

Persons with disabilities are represented proportionally in Clackamas County in comparison to the Portland CBSA according to HUD Table 1. Persons with hearing difficulties are 4% of the County while represented regionally at 3.69%. Persons with vision difficulties are 1.6% of the County while regionally the percentage is 1.99. Persons with cognitive difficulty are 4.6% of the County while the region has 5.27% with cognitive difficulty. Persons with ambulatory difficulty in the County are 6.1% of the population while 5.99% of the region has ambulatory difficulty. Persons with self-care difficulty are 2.56% of the County and 2.47% of the region. Persons with independent living difficulty are 4.1% of the County and 4.35% of the region. The examination of the HUD Table 1 by disability type reveals that there is no significant difference between the County and the Portland CBSA region by any particular disability type.

2. Describe the location of homeowners and renters in the jurisdiction and region, and describe trends over time.

Most of the 16 cities and towns in Clackamas County are primarily comprised of homeowners in single family homes with some areas zoned for multi-family or mixed use housing developments. The unincorporated portions of Clackamas County that are in urban areas are also mostly comprised of single family homes. Most of the jurisdiction's multi-family housing renter-occupied properties are located in the Northwest corner of Clackamas County neighboring on the City of Portland to the North and Washington County cities of Beaverton and Tigard to the west.

Clackamas County has 16 cities and towns that are primarily comprised single family homes and large un-incorporated areas that are considered urban areas. The area known as Jennings Lodge/Oak Grove is an un-incorporated area that is estimated to contain a population of 36,000 people. Based on 2007-2011 CHAS data, 69% (108,137 units) of the residential properties in Clackamas County are 1 unit detached

structures. 4% of residential properties are single unit attached structures. 4% are in 2-4 unit structures, 10% (15,289 units) are in 5-19 unit structures and 7% (11,174 units) of residential properties are in developments of 20 or more units. Mobile homes, boats, Recreational Vehicles and vans are 4% of residential properties.

Areas zoned as High Density Residential (HDR) are located in areas that have also been identified as having concentrations of poverty and ethnicity.

A review of single and multi-family housing building permits from January 2006 to June 2016 reveals that 3,435 permits were issued for single family homes throughout the jurisdiction while 220 permits were issued for multi-family homes of duplexes, 3 or 4 family unit developments and developments with 5 or more units. 47.7% of the multi-family permits (105 permits) were issued in the Clackamas zip code which is an area South of Happy Valley, east of Hwy 205 and north of the Clackamas River. 11.4% of multi-family permits (25 permits) were issued in Molalla and another 11.4% (25 permits) were issued in Milwaukie.

Of the 3,435 single family permits issued in ten years, 16.51% were issued in the Clackamas zip code (567 permits). 408 permits were issued in Oak Grove/Jennings lodge zip code (11.9% of single family permits). Oregon City had 298 permits issued or 8.68% of the total, Canby had 282 permits issued 8.21% of the total and, Molalla had 246 permits issued 7.16% of all single family permits. The communities with over 100 single family permits each included: Sandy (187), Estacada (167), Boring (146), Happy Valley (125), West Linn (109), and Damascus (110). The housing permits data provided by the county transportation and planning department.

Regionally, as detailed in Metro's Equitable Report January 2016 most of the housing units since 1998 have been built in urban centers of Portland, Hillsboro, Beaverton and Tigard.

B. General Issues

i. Segregation/Integration

1. Analysis

a. Describe and compare segregation levels in the jurisdiction and region. Identify the racial/ethnic groups that experience the highest levels of segregation.

Table 3 Racial/Ethnic Dissimilarity Trends demonstrates that the segregation levels for all races and ethnicities in Clackamas County have remained low over the 20-year period between 1990 and 2010. Any dissimilarity level that is below 40 represents a low level of segregation. Dissimilarity levels between 40 and 54 represent a moderate level of segregation and levels over 55 indicate a high level of segregation. The highest level of segregation is between Asian or Pacific Islanders and Whites at 39.65. The second highest level of segregation is between Blacks

and Whites at 35.35. The third highest level of segregation is between Hispanic and Whites at 31.03.

In the Portland metro region the Black population had a high level of segregation at 63.52 in 1990. All other races and ethnicities in the Portland metro region had low levels of segregation in 1990. Dissimilarity trends between 1990 and 2010 on Table 3 indicate that the segregation in Clackamas County has remained low for all ethnicities and races at levels less than 40. The highest level of segregation in 1990 was between Blacks and Whites at 29.56. This level of segregation has increased to 35.35 but has been surpassed by the segregation level between Asians or Pacific Islanders and Whites with a level of 39.65.

b. Explain how these segregation levels have changed over time (since 1990).

Dissimilarity trends between 1990 and 2010 on Table 3 indicate that the segregation in Clackamas County has remained low for all ethnicities and races at levels less than 40. The dissimilarity index levels in Clackamas County appear to have an upward trend. The dissimilarity between Non-white and White persons has almost doubled from 13.49 in 1990 to 26.23 in 2010. In the region the same index has only increased by 3 points from 28.76 in 1990 to 31.79 in 2010. The index between Black and white persons has moved from 29.56 in 1990, dropped to 25.5 in 2000 then back up to 35.35 in 2010. In the region the index has dropped from 63.52 in 1990 to 48.59 in 2010. The dissimilarity between Hispanics and Whites has almost doubled between 18.82 in 1990 to 31.03 in 2010. In the region the Hispanic/White index has increased from 25.72 in 1990 to 37.13 in 2010. The Hispanic population has increased as a percentage of the County population to 7.73% and as a percentage of the region increased to 10.86%.

c. Identify areas with relatively high segregation and integration by race/ethnicity, national origin, or LEP group, and indicate the predominant groups living in each area.

HUD data for this AFH analysis has not identified any HUD-defined RE/CAP areas in the Clackamas County jurisdiction. HUD Maps and Data indicate that Clackamas County has a low level of segregation compared to the region. Clackamas County Housing and Community Development Division has identified six (6) census tracts that have “High Concentrations” of poverty and ethnicity. Census tracts 212.00, 216.01, 216.02, 222.01, 229.04, 229.07 and 9800 are clustered in 4 populated areas including Oak Grove, North Clackamas, Canby and, the Hwy 212 and Hwy 205 intersection. The concentrations of ethnicity are Hispanic in all of the census tracts identified as having concentrations. Census tract 9800 is located in a national forest populated by less than 300 people. Clackamas County also identified an area of higher Asian concentration in Happy Valley but this area was not identified as a low income area.

- d. **Consider and describe the location of owner and renter occupied housing in determining whether such housing is located in segregated or integrated areas.**

The HUD data reveals that segregation is low throughout Clackamas County. The six census tracts that were identified as having “High Concentrations” of poverty and ethnicity are clustered in 3 communities. The areas of concentrated poverty and ethnicity do contain areas that are zoned high density residential and contain large multifamily housing developments. The City of Canby although having two census tracts that are considered concentrations of low-income households and ethnicity also contains a census tract that is a high concentration of Hispanic ethnicity that is not identified as low income.

- e. **Discuss how patterns of segregation have changed over time (since 1990).**

Between 1990 and 2015 Clackamas County has experienced population growth of approximately 100,000 people. The Hispanic population has quadrupled from 7,000 to over 30,000 people. The North Clackamas County area neighboring on the City of Portland has consistently remained low income due to the numerous low-rent houses, apartments, trailer parks and older single family housing units along the 82nd Avenue/highway 213 corridor. This area is considered a concentrated area of poverty and ethnicity however many resources have been applied to the area and the area has employment options, transportation and services.

The Clackamas County jurisdiction has had low segregation levels since 1990 as indicated in HUD Table 3 and continues to have segregation levels that are considered low by the Table 3 Racial/Ethnic Dissimilarity Trends index.

- f. **Discuss whether there are any demographic trends, policies, or practices that could lead to higher segregation in the jurisdiction in the future.**

Urbanized areas contain land that is zoned high density residential (HDR) where multi-family housing projects can be built. The limited number of areas zoned as high density may further concentrate poverty however these areas are also considered high opportunity areas due to the proximity to employment options, public transit options, services and schools.

Increasing cost of housing in the Portland metropolitan area will continue to make it difficult for low-income persons to purchase homes in the jurisdiction and the region. Low-income persons may be limited to living in rental properties and limited to living in multi-family housing unless more areas of the county jurisdiction are re-zoned to allow for more high density residential units and other types of housing, including specialized housing, shared housing ownership options and smaller single family lot sizes.

Economic segregation may be occurring in the jurisdiction. The communities of Lake Oswego, West Linn and Happy Valley are regularly mentioned as the highest income communities in the state. The average value of owner-occupied homes when these communities are aggregated is \$415,567 while the average value of owner-occupied homes in the jurisdiction is \$297,983, a difference of over \$100,000. When the high income community data is removed, the average home value drops further to \$258,789.

The average household income in 2014 dollars was \$89,538 for these three communities combined while the average household income for the jurisdiction was \$20,000 less at \$68,005 per year. When the census income data from these high income communities is removed from the county data the average household income drops to \$60,827 almost \$30,000 less than the average income of the 3 high income communities combined. The jurisdiction's poverty rate also increases from 9.6% to 11% when the income data from the 3 high income communities is removed from the county data. The poverty rate in these 3 communities combined is 5.63% which about half the rate of the county poverty rate of 11% with these high income communities removed.

2. Additional Information

- a. Beyond the HUD-provided data, provide additional relevant information, if any, about segregation in the jurisdiction and region affecting groups with other protected characteristics.**

The State of Oregon and City of Portland has a history of segregation of African Americans (Blacks) and Japanese Americans. The City of Portland had segregated Blacks to North or Northeast Portland before 1960. During World War II (1940s) Japanese Americans were required to live in Federal Internment Camps in Oregon, Washington, Idaho and California. Many families lost their personal assets and were not able to quickly regain their assets after being released from Internment Camps.

The jurisdiction's Asian population is the most segregated based on HUD Table 3 with the Low Segregation rate of 39.65 (almost in the Moderate Segregation range of 40 to 54). It may be that the jurisdiction has a city that is attracting Asian home buyers. Census data examination of the City of Happy Valley has a total 2010 population estimate of 14,252 and a 2015 estimate of 18,493 people or a 29.8% increase. The Happy Valley median household income (in 2014 dollars), 2010-2014 is \$100,438 which is well above the jurisdiction's area median income of \$73,500.

In 2010 Happy Valley had a white population of 76.2%, an Asian population of 17.5% (2,494 people), a Hispanic or Latino population of 4% and, a population with 15.5% foreign born persons. If the 2010 Asian % is applied the 2015 population estimate of 18,243, number of Asian persons in Happy Valley is 3,236 which would represent 17.2% of all Asians in the jurisdiction living in this community.

Total jurisdiction 2010 Asian population of 14,485 (3.84% of total) 17.2% living in Happy Valley which may explain the jurisdiction Asian segregation rate of 39.65.

Source: <https://www.census.gov/quickfacts/table/PST045215/4132050>

b. The program participant may also describe other information relevant to its assessment of segregation, including activities such as place-based investments and mobility options for protected class groups.

The jurisdiction has no place based investments and mobility options for specific protected class groups other than for persons who live in public housing or have a Housing Choice Voucher who are trying to move. The jurisdiction does have the Clackamas County Development Agency that oversees 4 urban renewal areas in un-incorporated Clackamas County. The urban renewal area plans are designed to increase jobs, improve economic vitality and, improve opportunities for development and re-development. The 4 urban renewal areas are Government Camp, the Clackamas Industrial Area, the Clackamas Town Center Area and the North Clackamas Renewal Area. The Clackamas Town Center Area and the North Clackamas Renewal Area are located either within or adjacent to areas that are identified as “High Concentrations” of ethnicity and low-mod income households.

3. Contributing Factors of Segregation

Consider the listed factors and any other factors affecting the jurisdiction and region. Identify factors that significantly create, contribute to, perpetuate, or increase the severity of segregation.

- Community Opposition
- Displacement of residents due to economic pressures
- Lack of community revitalization strategies
- Lack of private investments in specific neighborhoods
- Lack of public investments in specific neighborhoods, including services or amenities
- Lack of regional cooperation
- Land use and zoning laws
- Lending Discrimination
- **Location and type of affordable housing**
- Occupancy codes and restrictions
- **Private discrimination**
- Other

Segregation in Clackamas County remains low based on the census HUD provided tables and maps. The areas that have high concentrations of both low-income and ethnicity appear to be

located where the cost of rental housing has remained lower (location and type of affordable housing). Affordable housing units are also located in areas that do not have concentrations of poverty or ethnicity. Each of the high concentration areas contains multi-family housing and mobile home parks. The North Clackamas Area has received a consistent public investment (community revitalization funds) in infrastructure and public facilities in an effort to improve this un-incorporated urban area. Low-income families live where they can afford to live. Based on discrimination complaint data, private discrimination continues to occur in the jurisdiction and the region.

Some economic segregation may be occurring as low-income persons are push out of high rent high income communities in the jurisdiction.

ii. R/ECAPs

1. Analysis

a. Identify any R/ECAPs or groupings of R/ECAP tracts within the jurisdiction.

HUD data including Maps 1, 3, 4 and Table 4 for this AFH analysis has not identified any HUD-defined RE/CAP areas in the Clackamas County jurisdiction.

Clackamas County has 218 Census Tract Block Groups. Of those 218 block groups, ten percent (10%) or 22 block groups have a population that is more than 56% low and moderate income (LMI).

According to the Census Bureau 7.7% of Clackamas County residents identified their ethnicity as Hispanic or Latino in the 2010 census.

2010 Census data on ethnicity of County residents indicates that of the more populated cities, Canby and Molalla had the highest percentages of Hispanic/Latino residents (21% and 14% respectively). Among the cities with populations above 10,000 people, Canby, Happy Valley and Wilsonville had greater than 20% minority populations.

Clackamas County Housing and Community Development Division reviewed both race and ethnic information from the 2010 Census Bureau to determine minority ranking. The 22 block groups with the highest minority ranking represent 10 percent of all the block groups in Clackamas County.

Nine (9) block groups rank in the top 22 for both minority and LMI, and represent the block groups with the highest concentrations (HC) of poverty and minorities. Five (5) of the high LMI concentration (HC) block groups are located in the North Clackamas Area along HWY 205. One (1) of the HC block groups is in Milwaukie and two (2) of the HC block groups are in Canby. A total of 13, 855 people live in these areas of High Concentrations (HC) of minority and low income persons.

b. Which protected classes disproportionately reside in R/ECAPs compared to the jurisdiction and region?

HUD Maps 1, 3, 4 and Table 4 indicate that Clackamas County has no HUD identified R/ECAP areas. In the region, 10,587 households live in RE/CAP areas. HUD Table 4 regional data reveals that Hispanic households are 53.64% of all households in regional RE/CAP areas, white-non-Hispanic households are 34.83%, Asian or Pacific Islander households are 4.36%, Black households are 3.69% and Native American and Other, Non-Hispanic households are less than 1%. In comparison with the jurisdiction of Clackamas County “High Concentration” areas, 70.30% are white, non-Hispanic households, 21.40% are Hispanic households and all others are less than 3% of the total “High Concentrations” households.

Mexico is the #1 country of origin for 26% of families living in regional R/ECAPS, 2.45% are from Guatemala, 1.89% are from the Ukraine, 1.1% from Laos and all other countries of origin being less than 1% per country.

c. Describe how R/ECAPs have changed over time (since 1990).

Clackamas County has no HUD identified R/ECAP areas. One of the regional R/ECAP areas is located within the city boundaries of Portland in the North Portland area, an area that has been a historically Black neighborhood although the current R/ECAP data has only 3.69% Black or 391 people living in R/ECAP areas. The R/ECAP areas in Portland have remained mostly occupied by Black families. The second R/ECAP area is located south of Main Street in the City of Hillsboro and contains a concentration of Hispanic persons. HUD Table 4 with R/ECAP demographics indicates that 5,679 persons of Hispanic ethnicity representing 53% of all persons live in the R/ECAPs. HUD Maps 1, 2, 3 for 1990 and 2000 demonstrate that regional R/ECAPS in the region have disappeared in North Portland and moved to NE Portland within the City of Portland however in the City of Hillsboro which had no R/ECAP areas until 2010. The City of Beaverton has experienced a dramatic population growth in the last 20 years. The Clackamas County jurisdiction has had no HUD identified R/ECAPs in the past and has no R/ECAPs based on current HUD data.

2. Additional Information

- a. Beyond the HUD-provided data, provide additional relevant information, if any, about R/ECAPs in the jurisdiction and region affecting groups with other protected characteristics.**

The jurisdiction of Clackamas County has no HUD identified R/ECAP areas.

The regional cities of Hillsboro and Portland contain R/ECAP areas. R/ECAP areas in Portland have moved east within city limits in the last 20 years but have remained mostly occupied by African American/Black families. Hillsboro had no R/ECAP areas until 2010 but now has a R/ECAP area populated mostly by Hispanic families. HUD Table 4 details that a total population of 10,587 people reside in the RE/CAP areas. 53.6% of the total

population or 5,679 people are Hispanic and 3,687 people or 34.83% of the regional R/ECAP population is white, non-Hispanic. 4.36% of the total population is Asian or Pacific Islander and 3.69% of the RE/CAP population is Black, non-Hispanic.

- b. The program participant may also describe other information relevant to its assessment of R/ECAPs, including activities such as place-based investments and mobility options for protected class groups.**

Clackamas County has no HUD identified R/ECAP areas. The jurisdiction of Clackamas County has been investing in areas identified as having High Concentrations of ethnicity and low-income persons particularly in the North Clackamas Area since 1980.

The Clackamas Town Center Area was formed in 1980 contains one area considered a high concentration of low-income households and ethnicity (Hispanic). The Clackamas Town Center area is the region's fastest growing business center. In the last 30 years many high quality office, retail and multifamily projects have been built. Long-term success depends on achieving a balance of access and amenities that attract residents, businesses and future development. The biggest challenges have been funding transportation projects and providing enough parks, open space and public places.

A group of local business leaders, government officials and community members, the Clackamas Regional Center Working Group, was asked by the Board of County Commissioners to evaluate potential projects in the district and recommend which projects to implement. The Working Group developed a work program that prioritized projects and presented it to the Commission for consideration including several transportation infrastructure projects to improve economic development and employment opportunities for area residents.

The North Clackamas Renewal Area (NCRA) formed in 2006 has established neighborhoods that are among the more affordable places to live in the County, but there are long-term infrastructure problems that need to be resolved. The current NCRA plan includes projects in a number of areas to improve the livability of the area, including:

- public utilities
- public parks and open spaces
- public buildings and facilities
- street, curb and sidewalk improvements
- streetscape and neighborhood beautification
- preservation and rehabilitation of housing and commercial property

- development and redevelopment of housing and commercial property

3. Contributing Factors of R/ECAPs

Consider the listed factors and any other factors affecting the jurisdiction and region. Identify factors that significantly create, contribute to, perpetuate, or increase the severity of R/ECAPs.

- Community Opposition
- Deteriorated and abandoned properties
- **Displacement of residents due to economic pressures**
- Lack of community revitalization strategies
- Lack of private investments in specific neighborhoods
- Lack of public investments in specific neighborhoods, including services or amenities
- Lack of regional cooperation
- **Land use and zoning laws**
- Location and type of affordable housing
- Occupancy codes and restrictions
- **Private discrimination**
- Other

Clackamas County has no HUD identified R/ECAP areas. Regionally, gentrification, land use and zoning laws and private discrimination continue to put pressure on protected classes and vulnerable populations' ability to choose housing that is affordable and in high opportunity areas. Gentrification caused by the high demand for housing in the region and in the jurisdiction is causing displacement of low-income persons including protected classes of residents due to economic pressures. Land use and zoning laws prevent multi-family affordable housing units from being built in many areas where communities have been traditionally single family homes.

The region has a new R/ECAP area in 2010 in the City of Hillsboro which has grown dramatically in 20 years. The Hillsboro R/ECAP areas has a large Hispanic population. R/ECAP areas in north Portland have been populated by African American/Black families however these areas have now gentrified resulting in a new R/ECAP area in Northeast Portland which is also populated by a majority of Black families. As the largest city in our region, the City of Portland's 2012 Fair Housing plan will have an impact on the housing market in the region and in the jurisdiction.

The City of Portland's plan has 7 action areas:

1. End Discrimination in Rental Housing
2. Create a Fair Housing Advocacy Committee
3. Strengthen Public Awareness of Fair Housing Laws
4. Improve Access to Housing Opportunity
5. Expand Fair Housing testing
6. Expand the Supply of Accessible, Affordable Homes
7. Mitigate the unintended Consequences of Gentrification.

iii. Disparities in Access to Opportunity

1. Analysis

a. Educational Opportunities

- i. Describe any disparities in access to proficient schools based on race/ethnicity, national origin, and family status.**

Clackamas County contains ten (10) school districts. Although Clackamas County is considered an “urban” county there are five (5) large rural area school districts including Molalla River School District (SD), Colton SD, Canby SD, Estacada SD and the Oregon Trail SD. The five school districts in “urban” areas are Gladstone SD, Lake Oswego SD, West Linn SD, North Clackamas SD and Oregon City SD. The cities of West Linn and Lake Oswego are considered to be the wealthiest communities in Oregon with well-funded school programs. HUD Map 9 indicates that schools on West Linn and Lake Oswego west of the Willamette River have higher school proficiency indices than schools east of the Willamette River. The City of Happy Valley is also considered a high-income community however Happy Valley is served by the North Clackamas School District which contains two areas that are “High Concentrations” of Hispanic ethnicity and low-income populations.

School proficiency measurements are based on test scores of 4th grade students. A review of HUD Table 12 reveals that the Clackamas County total population school proficiency index has all races above 55 with a high of 68.03 for Asian or Pacific Islanders and the Hispanic index at 55.62. Regionally the highest proficiency indicator is 52.61 for Asian or Pacific Islanders with a low of 36.19 for the Black population and the Hispanic index at 40.13. All races have higher proficiency in Clackamas County than in the region.

For the population living below the poverty line all races have higher proficiency in Clackamas than the region. The lowest school proficiency index is 48.08 for the Black population in Clackamas County which is above the index regionally for the Black population below the poverty line at 32.04. The Hispanic population proficiency is 56.42 in Clackamas County and 36.30 in the region.

- ii. Describe the relationship between the residency patterns of racial/ethnic, national origin, and family status groups and their proximity to proficient schools.**

As indicated by the higher proficiency by all races in Clackamas County than all races in the region, all races including those living below the federal poverty line have access to proficient schools. Map 9 also shows that all races in Clackamas County live in close proximity to proficient schools.

- iii. Describe how school-related policies, such as school enrollment policies, affect a student’s ability to attend a proficient school. Which protected class groups are least successful in accessing proficient schools?**

As stated above, all races in Clackamas County above and below the poverty line have higher performance indices than all races regionally. Although a survey of school-related policies was not conducted for this analysis, based on Table 12 measurements the Black population below the federal poverty line scores lowest in school proficiency at 48.08, Native Americans are the next lowest scoring race at 53.39. The Black population which is less than 1% of the total jurisdiction population scores 62.08 which is better than the Hispanic population scoring 55.62. Based on the Table 12 School Proficiency Index scores, it appears that all protected classes are able to access proficient schools in the jurisdiction.

b. Employment Opportunities

i. Describe any disparities in access to jobs and labor markets by protected class groups.

The Labor Market Engagement Index provides a measure of the unemployment rate, labor force participation rate and the percent of the population age 25 and above with at least a bachelor's degree, by neighborhood. The Labor Market Index in Table 12 for the total population demonstrates slightly better labor market engagement in the jurisdiction than in the region for all protected classes but not for white households. Black households have a jurisdictional index of 55.73 while in the region the index is 54.33. Hispanic households have a jurisdictional index of 49.99 while the regional index is 47.74. Asian or Pacific Islander households have a jurisdictional index of 66.21 and a regional index of 61.12. Native American, non-Hispanic households have a jurisdictional index of 50.62 and a regional index of 48.94. White, non-Hispanic households have a jurisdictional Labor Market Index of 55.61 and a regional index of 57.05.

For households below the poverty line, protected class households also all have a higher Labor Market Index in the jurisdiction than in the region by 3 to 7 points. White households below the poverty line score almost equally between the jurisdictional index of 50.63 and the regional index of 50.65.

The Jobs Proximity Index in Table 12 for the total population demonstrates slightly better proximity to jobs in the jurisdiction than in the region for all protected classes and white households. Black households have a jurisdictional index of 55.81 while in the region the index is 51.50. Hispanic households have a jurisdictional index of 55.44 while the regional index is 51.38. Asian or Pacific Islander households have a jurisdictional index of 48.99 and a regional index of 45.61. Native American, non-Hispanic households have a jurisdictional index of 50.93 and a regional index of 50.21. White, non-Hispanic households have a jurisdictional Jobs Proximity Index of 48.74 and a regional index of 47.93.

The Job Proximity Index for households below the poverty line white, non-Hispanic and Native American, Non-Hispanic households have a lower index in the jurisdiction than in the region. The protected classes of Black, Hispanic and Asian households have higher jurisdictional indices.

ii. How does a person’s place of residence affect their ability to obtain a job?

Distance from a potential employer can limit options for persons applying for jobs. Reliable transportation in the form of a personal vehicle or reliable public transit options often is a determining factor as to whether a person will apply for a job at all. Travel time to work using a personal vehicle or public transportation requires time and money. For low income families less time and money directly impacts the quality of life for all family members.

iii. Which racial/ethnic, national origin, or family status groups are least successful in accessing employment?

The Table 12 Jobs Proximity Index jurisdictional scores reveal that in the total population, white, non-Hispanic persons have the lowest job proximity index of 48.74. Asian or Pacific Islander persons have the next lowest index of 48.99. Regionally, the job proximity index for white, non-Hispanic persons is lower at 47.93 and for Asian Pacific Islander persons the index is 45.61. Based on the Table 12 Jobs Proximity Index scores, it appears that all protected classes are able to access jobs at a higher rate in the jurisdiction than in the region, except for Asian or Pacific Islanders who score 48.99 in the jurisdiction but only 45.61 in the region. Interestingly, Asian or Pacific Islanders living below the federal poverty line have greater proximity to jobs regionally at 54.09 than the same class in the region at only 46.53. The opposite appears to be true for the Native American, non-Hispanic below poverty population that scores 52.10 on a regional basis but only 48.73 in the jurisdiction. It appears that the Native American population living below the poverty level score about the same as white, non-Hispanic in the total population of the jurisdiction at 48.74.

c. Transportation Opportunities

i. Describe any disparities in access to transportation based on place of residence, cost, or other transportation related factors.

The Low Transportation Cost Index in HUD Table 12 measures cost of transport and proximity to public transportation by neighborhood. The higher the index the lower the cost. The Transit Trips Index measures how often low-income families in a neighborhood use public transportation. The higher the index the more likely residents of a neighborhood will access public transportation.

In Clackamas County urban areas, Metro oversees the regional transportation systems including: the public bus services, light rail lines, street cars and the Port of Portland airport and ship yards. Clackamas County’s rural areas have limited transportation services due to the lower population in general. A majority of the population lives in urban areas and a minority of the population lives in more rural areas.

A review of the Clackamas County jurisdiction Table 12 Low Transportation Cost Index for the total population indicates that white, non-Hispanic households have the lowest index (highest cost) at 46.26. Of the population below the poverty line, white, non-Hispanic households have the highest transportation costs and the lowest index of 49.88.

Native American, non-Hispanic households have the next lowest index (highest cost) at 47.01. Maps 12 and 13 confirm that households that are closer to urban areas and the associated transit options have lower transportation costs.

The Transit Index tells a slightly different story. The Native American, non-Hispanic households have the lowest transit index (less likely to use) at 67.55, white households at 68.07, Hispanic households at 72.38, Asians or Pacific Islander households at 72.49 and, Black, non-Hispanic households at (most likely to use) 74.04. It appears that whites are least likely to use public transit and Black households are most likely to use public transit in the jurisdiction.

The population below the poverty line in the jurisdiction, maintains the pattern of whites least likely to use transit having the lowest score at 69.83, however Hispanic households are most likely to use transit. The second group least likely to use transit are Black, non-Hispanic households at 71.03, then Native American households at 71.19 and Asian or Pacific Islander households at 74.16.

In the region, the population below poverty the group least likely to use transit continues to be the white, non-Hispanic households at 78.41. The second least likely to use transit are Hispanic households at 81.92, third, Asian or Pacific Islander households at a score of 82.37, fourth least likely are Native America, non-Hispanic households. Black, non-Hispanic households are most likely to use transit with a score of 85.01.

ii. Which racial/ethnic, national origin or family status groups are most affected by the lack of a reliable, affordable transportation connection between their place of residence and opportunities?

White, non-Hispanic households have the lowest Low Transportation Cost index (highest cost) at 46.26 which is lower in the jurisdiction than the regional index of 53.63 for white households. Native American, non-Hispanic households have the next lowest index (highest cost) at 47.01 with a regional measure of 54.56. The population of Asian or Pacific Islanders are at 50.19 in the jurisdiction and 58.51 regionally. Hispanic households are at 51.04 in the jurisdiction and 58.43 in the region. Black non-Hispanic households have the highest index (lowest cost) with a 54.44 index, having lowest cost transportation in both the jurisdiction and in the region at 64.05.

For population below the poverty line, white, non-Hispanic have the lowest score (highest cost) at 49.88 in the jurisdiction and 59.18 in the region. The next lowest index (highest cost) is the Black, non-Hispanic population at 53.10 in the jurisdiction and 67.10 in the region. The Asian or Pacific Islanders population has a higher transportation cost in the jurisdiction than in the region with an index of 54.28 in the jurisdiction and 62.68 in the region. Hispanic households below poverty have the lowest cost (highest index) with a 56.79 in the jurisdiction and 61.67 in the region.

The combination of Transit Index and Low Transportation Cost Index indicates that white, Non-Hispanic and Native American, non-Hispanic households have the lowest

scores and would be most impacted by a lack of a reliable, affordable transportation connection between their place of residence and opportunities in both the jurisdiction and the region.

For the population below poverty, Black, non-Hispanic and white, non-Hispanic households in the jurisdiction have the lowest scores and would be most impacted by a lack of a reliable, affordable transportation connection between their place of residence and opportunities. In the region, white, non-Hispanic and Hispanic households score lowest and would be most impacted by a lack of transportation options.

iii. Describe how the jurisdiction's and region's policies, such as public transportation routes or transportation systems designed for use personal vehicles, affect the ability of protected class groups to access transportation.

The Jurisdiction does well in urbanized areas since Metro (a regional planning body) plans transportation services for the Oregon side of the region (the region contains 2 counties in Washington state). Six transits systems operate within the jurisdiction. Two rural communities in the jurisdiction (City of Sandy and City of Canby) operate their own small bus services to connect residents to the larger transportation services. The Clackamas County Transportation Consortium includes 9 senior centers plus the Transportation Reaching People program. The jurisdiction also has a Medicaid medical transportation program as well as private providers: taxis, medical transportation contractors and, transportation services offered by facilities.

The jurisdiction's Clackamas County Social Services Division operates several transportation programs, and, through a partnership called the Clackamas County Transportation Consortium, provides coordination and funding for transportation needs at the ten senior and community centers operating in Clackamas County.

1. The Transportation Reaching People (TRP) Program serves Clackamas County seniors and people with disabilities who need transportation to medical appointments, personal business, and shopping. Door to door transportation is provided by volunteer drivers using their private auto. TRP staff drive wheelchair accessible vans. The goal of the program is to assist individuals by promoting independent living and preventing unnecessary institutionalization.

2. The Ride Together program empowers riders to recruit their own volunteer drivers (i.e. family, neighbors, and friends) and, as an incentive, the drivers are reimbursed for their mileage costs. This program allows customers to schedule their rides directly with their drivers at times that work for both parties.

3. The Catch-A-Ride (CAR) Program serves Clackamas County residents referred by partner agencies who need transportation to employment related services, school, and workshops. The goal of the program is to assist individuals by promoting self-sufficiency and reduce the need for public assistance.

4. The Travel Trainer (TT) Program teaches Clackamas County residents on how to use public transportation. The main goal of the program is to empower residents to use public transit to gain and retain their employment.

d. Low Poverty Exposure Opportunities

i. Describe any disparities in exposure to poverty by protected class groups.

The Low Poverty Index in HUD Table 12 uses rates of family poverty by household (based on the federal poverty line) to measure exposure to poverty by neighborhood. A higher score generally indicates less exposure to poverty at the neighborhood level. In the Clackamas County jurisdiction, Hispanic households have the most exposure to poverty based on the lowest index score of 55.29, followed by Native American, non-Hispanic households with a score of 59.63. The next protected class with the 3rd highest exposure to poverty is the Black, non-Hispanic class with a score of 60.97. White, non-Hispanic households have the 4th highest exposure to poverty with a score of 64.60. Asian or Pacific Islander households have the least exposure to poverty in the jurisdiction with a score of 70.65. The same order of highest to lowest is maintained for the population living below poverty in the jurisdiction: Native American, non-Hispanic (40.51), Hispanic (44.08), Black (54.78), White (57.09) and Asian or Pacific Islander (63.98) populations with the least exposure to poverty.

ii. What role does a person’s place of residence play in their exposure to poverty?

Map 14 is limited in demonstrating the role of residency in exposure to poverty. Large rural tracks of land in Clackamas County that are darker on the map indicate that people living in rural areas are more exposed to poverty. However, areas that have been identified as having “High Concentrations” of ethnicity and poverty are located in urbanized areas with large housing developments, apartments and manufactured housing/trailer parks. Clackamas County contains no R/ECAPs areas.

iii. Which racial/ethnic, national origin or family status groups are most affected by these poverty indicators?

In the region, Black, non-Hispanic households have the most exposure to poverty reflected in the lowest total population index of 41.25 followed by Hispanic households with 43.14. For the population below poverty, Native American, non-Hispanic households have the most exposure to poverty with a score of 32.63 followed by Black households with an index score of 33.43. The white, non-Hispanic population and the Asian or Pacific Islander, non-Hispanic have the least exposure to poverty with scores of 56.42 and 56.13 respectively. The white, non-Hispanic and Asian populations below the

poverty also have the least exposure to poverty with index scores of 45.52 and 43.73, respectively.

In the Clackamas County jurisdiction, Hispanic households have the most exposure to poverty based on the lowest index score of 55.29, followed by Native American, non-Hispanic households with a score of 59.63. The next protected class with the 3rd highest exposure to poverty is the Black, non-Hispanic class with a score of 60.97. White, non-Hispanic households have the 4th highest exposure to poverty with a score of 64.60. Asian or Pacific Islander households have the least exposure to poverty in the jurisdiction with a score of 70.65.

iv. Describe how the jurisdiction’s and region’s policies affect the ability of protected class groups to access low poverty areas.

Clackamas County has identified areas with “high concentrations” of Hispanic ethnicity and low moderate income. The jurisdiction has also compiled opportunity maps that indicate that the areas of high concentration are located within or next to areas of opportunity. There are some local areas that do not support the building of multi-family housing developments or affordable housing developments. The lack of availability of affordable and accessible housing units in these communities may affect the ability of protected class groups to access low poverty areas. However, other protected groups with high incomes are able to buy into these communities of most expensive homes.

e. Environmentally Healthy Neighborhood Opportunities

i. Describe any disparities in access to environmentally healthy neighborhoods by protected class groups.

The environmental health index listed in HUD Table 12 indicates the health of a neighborhood based on exposure to air pollution. The Environmental Health Index measures exposure based on EPA estimates of air quality carcinogenic, respiratory and neurological toxins by neighborhood. Map 15 shows residency patterns of racial/ethnic and national origin groups and families with children overlaid by shading showing the level of exposure to environmental health hazards for the jurisdiction and the region. The higher the Environmental Health Index indicates a better environmental health level or less exposure to toxins harmful to human health.

Clackamas County populations may have more exposure to air pollution the closer they are to urban areas and highways. Most of the population, industry and highways are in the northwest corner of the jurisdiction/county.

ii. Which racial/ethnic, national origin or family status groups have the least access to environmentally healthy neighborhoods?

In the Clackamas County jurisdiction, Asian or Pacific Islander populations have the lowest index at 9.69 followed by Black, non-Hispanic households at 9.99, however the same protected classes that live below the poverty line have better access to health environments at 11.16 and 19.26 respectively. Native American, non-Hispanic households have the best level of environmental health at 19.39 in the jurisdiction followed by white, non-Hispanic households at 17.82 and Hispanic households at 16.89.

All protected class households and white, non-Hispanic households in the jurisdiction have higher (better) environmental Health indices than the same classes in the region.

f. Patterns in Disparities in Access to Opportunity

- i. Identify and discuss any overarching patterns of access to opportunity and exposure to adverse community factors based on race/ethnicity, national origin or familial status. Identify areas that experience an aggregate of poor access to opportunity and high exposure to adverse factors. Include how these patterns compare to patterns of segregation and R/ECAPs.**

The jurisdiction has no identifiable overarching patterns of access to opportunity and exposure to adverse community factors based on race/ethnicity, national origin or familial status. The jurisdiction has no readily identifiable areas that experience an aggregate of poor access to opportunity and high exposure to adverse factors. The jurisdiction has no HUD identified R/ECAPs and no protected classes that are either Moderately Segregated or Highly Segregated. Areas that are identified as having “high concentrations” of ethnicity and concentrations of low to moderate income households are located either within or in close proximity to areas of high opportunity including transportation services, jobs and proficient schools.

All protected class households and white, non-Hispanic households in the jurisdiction have higher (better) environmental Health indices than the same classes in the region.

2. Additional Information

- a. Beyond the HUD-provided data, provide additional relevant information, if any, about disparities in access to opportunity in the jurisdiction and region affecting groups with other protected characteristics.**

The Clackamas County jurisdiction has identified “Transportation Disadvantaged Populations” in the process of developing a Transportation System Plan Update 2035. One of the Transportation System Plan Update objectives was to identify existing gaps and deficiencies in the transportation system including missing connections in sidewalks, bicycle paths, roadway conditions and densely populated areas without transit service. Goal 5 of the Transportation System Plan Update is to provide an equitable transportation system.

Regionally, the Healthy Columbia Willamette Collaborative is a large public private collaborative comprised of 15 hospitals, four local public health departments, and two Coordinated Care Organizations in Clackamas, Multnomah, and Washington counties in Oregon and Clark County, Washington. It is one of the most complex collaborations in the country convened to conduct a community health needs assessment. It includes four counties in two states; three sectors--hospitals, public health departments, and Medicaid payers; large hospital systems and community hospitals; and urban and rural populations.

A regional community health needs assessment that was conducted in Summer 2013 informed by the following sources across Clark County, Washington, and Clackamas, Multnomah, and Washington counties in Oregon: 38,000 participants in community engagement projects conducted since 2009; 202 community members participating in 14 community listening sessions; 126 interviews and surveys with community health stakeholders; and more than 100 population-health indicators in each of the four counties. The second community health needs assessment will be completed in July 2016. This assessment will include the health indicators involved in the first assessment and will be expanded to examine social determinants of health, as well as hospital and Coordinated Care Organization data. Community engagement activities will be expanded to include a community survey in addition to community listening sessions and stakeholder interviews. Website: <https://multco.us/healthy-columbia-willamette-collaborative/reports>

- b. The program participant may also describe other information relevant to its assessment of disparities in access to opportunity, including any activities aimed at improving access to opportunities for areas that may lack such access, or in promoting access to opportunity (e.g., proficient schools, employment opportunities, and transportation).**

The Clackamas County jurisdiction has identified “Transportation Disadvantaged Populations” in the process of developing a Transportation System Plan Update 2035. Transportation Disadvantaged Populations are defined as “groups of people who have historically had unmet transportation needs or have experienced disproportionate negative impacts from the transportation system such as the elderly, youth, low income, and low vehicle ownership populations, and those living within 500 feet of a freeway or highway.”

Each of the High Concentration of ethnicity and low-income areas identified by the jurisdiction are included as areas that contain “Transportation Disadvantaged Populations” that will be considered in future county jurisdiction transportation planning and projects.

3. Contributing Factors of Disparities in Access to Opportunity

Consider the listed factors and any other factors affecting the jurisdiction and region. Identify factors that significantly create, contribute to, perpetuate, or increase the severity of disparities in access to opportunity.

- Access to financial services
- The availability, type, frequency, and reliability of public transportation
- Lack of private investments in specific neighborhoods
- Lack of public investments in specific neighborhoods, including services or amenities
- **Lack of regional cooperation**
- **Land use and zoning laws**
- Lending Discrimination
- Location of employers
- Location of environmental health hazards
- Location of proficient schools and school assignment policies
- Location and type of affordable housing
- Occupancy codes and restrictions
- Private discrimination
- Other

The only Contributing Factors of Disparities in Access to Opportunity for protected classes may be the general lack of affordable housing for low income households in the jurisdiction and in the region. The Lack of Regional Cooperation on affordable housing and the Land Use Zoning laws may be the contributing factor to the lack of affordable housing options thereby limiting access to opportunity. The rapid increase in housing demand in the private housing market will continue to gentrify some low income neighborhoods and push low-income families further from high opportunity areas.

A recent regional Metro Housing Equity 2016 Report detailed the lack of affordable housing units referenced as “missing middle” housing units. “There are currently approximately 30,000 income-restricted units of housing regulated to remain affordable to households making less than 60 percent of median income, and approximately 73,000 units of market-rate housing that are affordable at this level (although rising rents will cause this number to diminish) in the four-county metro region. With over 185,000 households making less than 60 percent of median income, that leaves a shortage of more than 80,000 units of affordable housing.” *Metro Opportunities and challenges for equitable housing, January 2016* website: oregonmetro.gov/equitablehousing.

iv. Disproportionate Housing Needs

1. Analysis

- a. **Which groups (by race/ethnicity and family status) experience higher rates of housing cost burden, overcrowding, or substandard housing when compared to other groups? Which groups also experience higher rates of severe housing burdens when compared to other groups?**

In the jurisdiction, 76.92% of Hispanic households are experiencing any of the 4 housing problems, the Other, non-Hispanic group has 58.33% rate, the average for the jurisdiction is 43.98%, the white, non-Hispanic group has a 42.56% rate and the Asian or Pacific Islander group has a 38.10% rate of housing problems. The Black, non-Hispanic and Native American, non-Hispanic group have no measure (0%) for this index. **The data in HUD Tables 9 and 10 indicates that** the 76.92% rate is based on 50 households of a total of 65 of the Hispanic households in this group. The second highest group with a 58.33% rate is the Other, non-Hispanic low income households in the jurisdiction that experience housing problems although the 58.33% represents only 14 households of 24 total households in this race/ethnicity group.

Severe Housing Problems for the jurisdiction are highest among the Other, non-Hispanic group which appears to be the same 14 households of 24 total households (58.33%) as reported in the less severe housing problems section of Table 9. The group with the second highest Severe Housing Problem is the Hispanic group with 53.85% or 35 of 65 total households reporting Severe Housing Problems.

In the region, the group with the highest rate of reported housing problems is the Hispanic group with 58.75%, the second highest group is the Black, non-Hispanic group with 55.34% reporting housing problems. The same 2 groups report the highest severe housing problems with a rate of 36.32% for Hispanic households and a rate of 34.05% for Black, non-Hispanic households. In the region the third highest rate of housing problems and severe housing problems is the Native American, non-Hispanic households group with a rate of 46.24% with any of 4 housing problem and a rate of 24.13% reporting severe housing problems. The average in the region is 39.89 for housing problems and 19.66 for severe housing problems.

- b. **Which areas in the jurisdiction and region experience the greatest housing burdens? Which of these areas align with segregated areas, integrated areas, or R/ECAPs and what are the predominant race/ethnicity or national origin groups in such areas?**

HUD Maps 7 and 8 for the jurisdiction reveal that the region is mostly populated by white households. As state earlier, a majority of the jurisdiction's population resides in the northwestern corner of the county which is shaded mostly light (less housing burden) on Maps 7 and 8. The darkest areas representing those areas with the highest housing burden are located on the eastern side of the county which include a national park and national forest land that is sparsely populated. The five most predominant races with housing burdens by national origin are persons from Mexico, China, Canada, Vietnam and Ukraine. According to HUD Table 1, persons from Mexico are

2.57% of the jurisdiction's population, China 0.48%, Canada 0.42%, Vietnam 0.40% and Ukraine 0.38% of the jurisdiction.

- c. **Compare the needs of families with children for housing units with two, and three or more bedrooms with the available existing housing stock in each category of publicly supported housing.**

HUD Table 9 indicates that 49.76% of family households in the jurisdiction with housing problems have less than 5 people and 40% of households have no children. In the region, 33.03% of family households with housing problems have less than 5 people, 54.20% have more than 5 people and 46.75% of households with problems have no children.

Publicly Supported Housing Table 11 indicates that in Public Housing units, 41.73% of households have children. Of all public housing units, 29.70% of the units are 2 bedroom and 35.53% of the units are 3 or more bedrooms in size.

Table 11 also shows that Project-based Section 8 units are 31.36% occupied by households with children. Section 8 units are comprised of 34.46% 2 bedroom units and 8.19% 3 or more bedroom units.

The Other multi-family units listed in Table 11 show that less than 1% of households have children and all units are 0-1 bedrooms.

Table 11 also shows that of all the HCV program participating households, 39.07% have children. HCV households rent family size units at a rate of 27.07% for units of 3 or more bedrooms and 44.27% of households rent 2 bedroom units.

- d. **Describe the differences in rates of renter and owner occupied housing by race/ethnicity in the jurisdiction and region.**

The jurisdiction has no current data on the rates of renter and owner occupied housing by race/ethnicity. The U.S. Census Bureau Quickfacts website has an Owner occupied (2010-2014) housing unit rate of 68.5% for Clackamas County. The remainder of the households 31.5% ($100\% - 68.5 = 31.5\%$) could be considered renter occupied households unless those households are living in institutions or elsewhere. According to HUD Table 5 there were a total of 157,887 housing units in the jurisdiction in 2010. 31.5% of 157,887 equals 49,734 housing units occupied by renters.

2. Additional Information

- a. **Beyond the HUD-provided data, provide additional relevant information, if any, about disproportionate housing needs in the jurisdiction and region affecting groups with other protected characteristics.**

The State of Oregon Housing and Community Services (OHCS) published a housing needs Assessment in 2013 using various sources of data including American Community Survey data. The OHCS Housing Needs for Clackamas County identified that 44 housing units were needed for persons in need of drug and alcohol rehabilitation, 169 units were needed for persons who are chronically mentally ill, 85 units were needed for persons who have a developmental disability, 78 units for persons who are physically disabled, 891 units were needed for elderly persons, 248 units were needed for frail elderly persons, 8 units were needed for persons with HIV/AIDS and, 143 units were needed for farm workers. Source: www.oregon.gov/OHCS/ISD/RA/housing-profiles/counties/Clackamas

- b. **The program participant may also describe other information relevant to its assessment of disproportionate housing needs. For PHAs, such information may include a PHA's overriding housing needs analysis.**

The PHA housing needs analysis is based on the Housing Authority of Clackamas County (HACC) public housing Waiting List data from the 2015 Annual Plan. 4,109 Households requested Housing Choice Vouchers and Public Housing. 86% of households (3,528 households) were extremely low income households with incomes of less than 30% of the Area Median Income. 28% of households on the wait list had a disabled family member. 28% of households on the wait list (754 households) were requesting a one-bedroom unit, 21% requested a two-bedroom unit, 862 households or 32% requested a three bedroom unit and, 20% requested a unit with at least 4 bedrooms.

3. Contributing Factors of Disproportionate Housing Needs

Consider the listed factors and any other factors affecting the jurisdiction and region. Identify factors that significantly create, contribute to, perpetuate, or increase the severity of disproportionate housing needs.

- **The availability of affordable units in a range of sizes**
- **Displacement of residents due to economic pressures**
- Lack of private investments in specific neighborhoods
- Lack of public investments in specific neighborhoods, including services or amenities
- Land use and zoning laws
- Lending Discrimination
- Other

The only Contributing Factors of Disparities in Access to Opportunity for protected classes may be the general lack of affordable housing for low income households in the jurisdiction and in the region. The Lack of Regional Cooperation on affordable housing and the Land Use Zoning laws may be the contributing factor to the lack of affordable housing options thereby limiting access to opportunity. The rapid increasing in housing demand in the private housing market will continue to gentrify

some low income neighborhoods and push low-income families further from high opportunity areas.

A recent regional Metro Housing Equity 2016 Report detailed the lack of affordable housing units referenced as “missing middle” housing units. “There are currently approximately 30,000 income-restricted units of housing regulated to remain affordable to households making less than 60 percent of median income, and approximately 73,000 units of market-rate housing that are affordable at this level (although rising rents will cause this number to diminish) in the four-county metro region. With over 185,000 households making less than 60 percent of median income, that leaves a shortage of more than 80,000 units of affordable housing.” *Metro Opportunities and challenges for equitable housing, January 2016* website: oregonmetro.gov/equitablehousing.

C. Publicly Supported Housing Analysis

1. Analysis

a. Publicly Supported Housing Demographics

- i. **Are certain racial/ethnic groups more likely to be residing in one category of publicly supported housing than other categories (public housing, project-based Section 8, Other HUD Multifamily Assisted developments, and Housing Choice Voucher (HCV))?**

A review of 2010 Census HUD Table 6 data indicated that the Black population residing in Public Housing (4.43%) and using the Housing Choice Voucher (3.71%) program at more than 4 times the Black percentage of the general population (0.74%). The Black population appears to be over represented in Public Housing and in the HCV programs yet under-represented in the Project Based Section 8 program (0.30%) and the Other Multifamily Programs (0.0%).

The Hispanic population in Public Housing (5.78%), Project-Based Section 8 (4.14%) and the HCV program (4.76%) is at least 2% below the current Hispanic population in the jurisdiction (7.73%). The Other Multifamily publicly supported housing has less than 1% Hispanic participation. The Hispanic population appears to be under-represented in Publicly Supported Housing however this may be due to the rapid growth of this population from 2.54% in 1990 to 7.73% in 2010.

The Asian population in Clackamas County was 3.84% of the general population. Public Housing units are occupied by 1.16% Asians, Project-Based Section 8 have 2.66% and Other Multifamily and HCV program were less than 1% (0.96 and 0.63) Asian. This data reflects that the Asian population is underrepresented in Publicly Supported Housing.

Table 7 has no data on R/ECAP areas since no R/ECAPS have been identified in Clackamas County.

- ii. Compare the demographics, in terms of protected class, of residents of each category of publicly supported housing (public housing, project-based Section 8, Other HUD Multifamily Assisted developments, and HCV) to the population in general, and persons who meet the income eligibility requirements for the relevant category of publicly supported housing. Include in the comparison, a description of whether there is a higher or lower proportion of groups based on protected class.**

As stated above, the Black population appears to be over represented in Public Housing and in the HCV programs yet under-represented in the Project Based Section 8 program (0.30%) and the Other Multifamily Programs (0.0%). Table 6 has no income data in regarding the Black population.

The Hispanic population appears to be over-represented in the very low income category as 19.23% of the 0-30% of AMI category compared to 7.73 % of the general population. This over-representation may be due to the recent PHA requirements to offer any new PHA vouchers to extremely low-income persons.

The Asian population has no representation in the 0-30% AMI eligibility category, 3.28% in the 0-50% AMI eligibility category and 4.76% in the 080% AMI eligibility category. Since the Census data indicated that 3.84% of the jurisdiction is Asian, it appears that Asians are over represented in the 0-80% AMI eligibility category.

b. Publicly Supported Housing Location and Occupancy

- i. Describe patterns in the geographic location of publicly supported housing by program category (public housing, project-based Section 8, Other HUD Multifamily Assisted developments, HCV, and LIHTC) in relation to previously discussed segregated areas and R/ECAPs.**

Clackamas County has no HUD identified R/ECAP areas and low segregation according to HUD Table 3. Maps 5 and 6 indicate that publicly supported housing in all categories is distributed throughout the populated areas of the county.

Areas that have been identified as High Concentrations of ethnicity and poverty also include both private market and publicly supported multi-family housing units. There are no discernable patterns between segregated areas, R/ECAP areas or areas of High Concentrations of ethnicity/poverty and the location of publically supported housing.

- ii. Describe patterns in the geographic location for publicly supported housing that primarily serves families with children, elderly persons, or persons**

with disabilities in relation to previously discussed segregated areas or R/ECAPs?

Clackamas County has no HUD identified R/ECAP areas and low segregation according to Table 3. Maps 5 and 6 indicate that publicly supported housing in all categories is distributed throughout the populated areas of the county jurisdiction and the region. The communities of Lake Oswego, West Linn and Happy Valley have been difficult for public housing residents to move to build affordable housing units in due to some community opposition to affordable housing. Another factor affecting the difficulty of moving to these communities has been the higher rent levels than other areas according to some the Public Housing residents, Section 8 voucher holders and affordable housing developers. However, Section 8 Housing Choice Voucher are currently renting units in these communities.

iii. How does the demographic composition of occupants of publicly supported housing in R/ECAPS compare to the demographic composition of occupants of publicly supported housing outside of R/ECAPs?

Table 7 has no data on R/ECAP areas since no R/ECAPS have been identified in Clackamas County.

Table 7 data on Non R/ECAP area Demographics indicates that all the data is equal to the data of the publically supported housing since no areas of the jurisdiction are R/ECAP.

A tally of the demographic data on the four (4) locally identified areas of High Concentrations indicate that High Concentration areas are over-represented by the Hispanic population with 21.40% Hispanic, 70.3% White, 1.6% Black, 3% Asian and 3% Other non-white. These areas were identified as high concentrations (more than 20%) due to the over-representation of the Hispanic population which is only 8% of the general population in the jurisdiction.

iv. (A) Do any developments of public housing, properties converted under the RAD, and LIHTC developments have a significantly different demographic composition, in terms of protected class, than other developments of the same category? Describe how these developments differ.

A review of HUD Table 8 Public Housing Race/Ethnicity indicated that there are some differences among the composition of protected class households in public housing units.

The Housing Authority of Clackamas County (HACC) maintains five (5) Public Housing (PH) developments. One of the developments, Hillside Manor, has no children, 93% of the residents are white, 5% are Black, 2% Hispanic and no Asians. In the four (4) other HACC Public Housing developments the range of the white population is from 87 to 82%. The Hispanic population ranges from 11% to 2% with 2 developments

having well above the jurisdictional Hispanic population of 7.73%. Oregon City View Manor has a Hispanic population of 9% and Clackamas County HA (scattered sites) has a population of 11% Hispanic. The Clackamas Heights PH has a Black population of 9% which is well above (10 times) the jurisdictional Black population of 0.74%.

The twelve (12) Project-Based Section 8 Developments in the jurisdiction have a White population range of 100 to 77%, a Hispanic population range of 0 to 15%, an Asian population range of 0 to 11% and only three developments have a Black population of 2 to 3%. The 28 one-bedroom units at Hollyfield Village for elderly and disabled persons has a 100% white population. The 31 family units at Seneca Terrace has an 11% Asian population. The Ridings Terrace I and II (34 family units) has a population of 11% and 15% Hispanic families.

The seven (7) Other Multi-family developments, have a white population range of 100% to 86%, no Black population, a Hispanic population range of 0 to 7% and an Asian population range of 0 to 5%. Two (2) developments Meadowlark and Creekside Woods have a 100% white population although these demographics may have changed in the 5 years since the census data was collected for 2010. However these units may have relatively low resident turnover since Meadowlark is housing for seriously mental ill persons and Creekside Woods is senior housing.

(B) Provide additional relevant information, if any, about occupancy, by protected class, in other types of publicly supported housing.

No additional relevant data.

- v. **Compare the demographics of occupants of developments, for each category of publicly supported housing (public housing, project-based Section 8, Other HUD Multifamily Assisted developments, properties converted under RAD, and LIHTC) to the demographic composition of the areas in which they are located. Describe whether developments that are primarily occupied by one race/ethnicity are located in areas occupied largely by the same race/ethnicity. Describe any differences for housing that primarily serves families with children, elderly persons, or persons with disabilities.**

Public Housing units are located in the Oregon City and in the City of Milwaukie and Housing Choice Voucher participants are located throughout the county. The race and ethnicity percentages for Housing Choice Vouchers match with the race/ethnicity percentages in the county. 82% of the voucher households have children. The data in HUD table 8 is rounded to the nearest whole number percentage which may have some effect on the following analysis.

When comparing the race/ethnicity data at the Oregon City View Manor public housing units to data in the census tract, there are fewer white persons by 7%, more Black persons by 4.5%, more Hispanic persons by 4.19% and fewer Asian persons by 0.19%. Families with children are 43% of all housings at the Oregon City View Manor.

Comparing the race/ethnicity data at Hillside Manor units to data in the census tract (in Milwaukie), there are more white persons by 6.85%, more Black persons by 2.95%, fewer Hispanic persons by 3.98% and fewer Asian persons by 1.61%. Hillside Manor has no households with children and no Asian households.

Hillside Park has 27% of households with children and is located next to Hillside Manor. Comparing the race/ethnicity data at Hillside Park to data in the census tract, there are more white persons by 0.85%, more Black persons by 2.95%, fewer Hispanic persons by 1.98% and fewer Asian persons by 0.61%.

The Clackamas Heights public housing units are located in Oregon City. Comparing the race/ethnicity data at Clackamas Heights to data in the census tract, there are fewer white persons by 3.98%, more Black persons by 8.51%, fewer Hispanic persons by 1.81% and fewer Asian persons by 0.19%.

There are 12 Project Based Section 8 developments listed in HUD Table 8. The Our Apartment development has no data listed which may be due to the Section 8 contract expiring in 2012. Five of the Section 8 projects; Iko So, Carriage Court, 300 Main, Hollyfield Village and Cascade Meadows are senior housing units with no children. The remaining six are for low-income families.

Ridings Terrace I and II are in Molalla with 85% and 54% of households having children. Ridings Terrace I has 0.86% more white persons than the census tract, no black persons and only 0.36% in the census tract, 2.19% less Hispanic persons than in the census tract and no Asian persons and 0.73% in the census tract. Ridings Terrace II has 6.17% less white persons than the census tract, no Black persons and only 0.36% in the census tract, 1.81% more Hispanic persons than in the census tract and no Asian persons with 0.73% in the census tract.

Rosewood Terrace and Oregon City Terrace are both in Oregon City with 73% and 62% of households with children. Rosewood has 5.24% more white persons than in the census tract, no Black persons, no Asian persons and the same percentage of Hispanic persons as in the census tract (8% and 7.96%). Oregon City Terrace has 0.76% less white persons than the census tract, 1.64% more Black persons, 0.96% less Hispanic persons and 1.06% more Asian persons than the census tract.

The Willamalane apartments are in Milwaukie with 42% of households having children. Willamalane has 11.88% more white persons than the census tract, 1.72% more Black persons, 7.28% less Hispanic persons than the census tract and no Asian persons with 2.02% in the census tract.

Seneca Terrace is also in Milwaukie with 69% of households having children. Seneca has 10.78% more white persons than the census tract, no Black persons with 1.81% in the tract, 11.27% less Hispanic persons than in the tract and 7.89% more Asian persons than in the tract.

Only one of the seven (7) Other Multi-family housing developments listed in HUD Table 8 is for families: Charleston Apartments in Wilsonville. Three are for seniors only:

Whispering Pines in Estacada, Oakridge Apartments in Lake Oswego and Creekside Woods in Wilsonville. The remaining three are for mentally ill and seriously mentally ill persons: Meadowlark Apartments and Oakridge Apartments in Oregon City and Renaissance Court in Wilsonville.

The Charleston Apartments have 14% of households with children and only white and Hispanic persons, no Black or Asian persons. The Charleston has 3.52% more white persons than in the census tract, 1.89% less Hispanic persons than in the tract, no Black persons with 0.68% in the tract and no Asian persons with 3.81% in the tract.

The data compared between the housing occupied and the census tracts is from the 2010 census data which at the time of this analysis is 5 years out of date. The actual demographics may be changed.

c. Disparities in Access to Opportunity

- i. Describe any disparities in access to opportunity for residents of publicly supported housing, including within different program categories (public housing, project-based Section 8, Other HUD Multifamily Assisted Developments, HCV, and LIHTC) and between types (housing primarily serving families with children, elderly persons, and persons with disabilities) of publicly supported housing.**

Publically supported housing is located throughout the jurisdiction. As state earlier, the jurisdiction has no readily identifiable areas that experience poor access to opportunity and high exposure to adverse factors. The jurisdiction has no HUD identified R/ECAPs and no protected classes that are either Moderately Segregated or Highly Segregated. Areas that are identified as having “high concentrations” of ethnicity and concentrations of low to moderate income households are located either within or in close proximity to areas of high opportunity including transportation services, jobs and proficient schools.

A review of HUD Table 12 indicates that all protected class households and white, non-Hispanic households in the jurisdiction including residents of publically supported housing have higher (better) access to opportunity than the same classes in the region.

2. Additional Information

- a. Beyond the HUD-provided data, provide additional relevant information, if any, about publicly supported housing in the jurisdiction and region, particularly information about groups with other protected characteristics and about housing not captured in the HUD-provided data.**

The region and jurisdiction is experiencing an increase in demand for housing due to an influx of new residents. By some estimates over 100,000 people are moving to the

Portland Metro area every year. This current demand for housing is causing rapid rent increases and forcing low-income households to look for housing in other parts of the region including Clackamas County. A regional report: the Metro Housing Equity 2016 Report concluded that there is currently a shortage of 80,000 “missing middle” housing units in the region: “There are currently approximately 30,000 income-restricted units of housing regulated to remain affordable to households making less than 60 percent of median income, and approximately 73,000 units of market-rate housing that are affordable at this level (although rising rents will cause this number to diminish) in the four-county metro region. With over 185,000 households making less than 60 percent of median income, that leaves a shortage of more than 80,000 units of affordable housing.”

- b. The program participant may also describe other information relevant to its assessment of publicly supported housing. Information may include relevant programs, actions, or activities, such as tenant self-sufficiency, place-based investments, or mobility programs.**

HACC does provide mobility counseling in the form of an educational video and pamphlets. HACC requires all clients to participate in this counseling whenever moving. This training is offered during our Orientation classes.

HACC does allow exception payment standards for families with disabilities called Reasonable Accommodation Payment Standards and allows families with disabilities to use a rent standard at 120% of the FMR which is 20% higher than the regular payment standard. HACC used to provide an exception payment standard for West Linn and Lake Oswego, but after 3 years and no changes in the leasing in these areas, HACC discontinued this program.

In an effort to increase the stock of affordable housing in areas of opportunity, HACC has opened Request for Proposals to encourage development by offering Project Based Vouchers (PBVs) and financial support for development. The most recent proposal resulted in 60 new units constructed with 21 Project Based Vouchers. HACC also provided PBVs to an affordable housing project to sustain it as affordable.

HACC continues to increase the number of participating landlords by dispelling misconceptions about Section 8 through Quarterly free Landlord Trainings. HACC landlord training events have had an average of 60 landlords attending per session.

An HACC Section 8 Program Manager provides outreach and training at local Landlord Associations and offers training and guidance on renting to Section 8 families.

The HACC website has a Landlord education page which includes videos on Fair Housing protections for Section 8 families.

HACC has recently been awarded \$25,000 from Meyer Memorial Trust to start a Deposit Assistance loan program to help families get into housing that would otherwise experience a barrier as they could not afford the Deposit in the area they desire.

3. Contributing Factors-of Publicly Supported Housing Location and Occupancy

Consider the listed factors and any other factors affecting the jurisdiction and region. Identify factors that significantly create, contribute to, perpetuate, or increase the severity of fair housing issues related to publicly supported housing, including Segregation, RECAPs, Disparities in Access to Opportunity, and Disproportionate Housing Needs. For each contributing factor that is significant, note which fair housing issue(s) the selected contributing factor relates to.

- Admissions and occupancy policies and procedures, including preferences in publicly supported housing
- **Land use and zoning laws #1**
- **Community opposition #3**
- Impediments to mobility
- Lack of private investment in specific neighborhoods
- Lack of public investment in specific neighborhoods, including services and amenities
- Lack of regional cooperation
- Occupancy codes and restrictions
- Quality of affordable housing information programs
- **Siting selection policies, practices and decisions for publicly supported housing, including discretionary aspects of Qualified Allocation Plans and other programs**
- **Source of income discrimination#2**
- Other

Clackamas County has no HUD identified RE/CAP areas and low segregation according to Table 3. Maps 5 and 6 indicate that publicly supported housing in all categories is distributed throughout the populated areas of the county. The County and the Portland Metro region are currently experiencing a housing crisis due to high demands for housing units. The current high housing demand is increasing the cost of purchasing homes and increasing the cost of rental housing.

Fair Housing Issues and Contributing Factors:

1. Siting selection policies, practices and decisions for publicly supported housing, including discretionary aspects of Qualified Allocation Plans and other programs. Placement of new public housing developments. Oregon's Housing and Community Services administers the low Income Housing Tax Credit (LIHTC) program. In the Clackamas County jurisdiction there is only one census tract that is considered either a

Qualified Census Tract (QCT) or a Difficult Development Area (DDA). The QCT and the DDA designations allow for more tax credits to be included (up to 30% more) in the project which increases the financial viability of those housing projects. Without more qualified census tracts for LIHTC credits the jurisdiction will continue to struggle with financing options for affordable housing projects. The one Qualified Census Tract in the jurisdiction is located in North Clackamas which is an area of high concentration of ethnicity and low-income households.

2. Land Use and Zoning Laws. Multi-family housing developments are typically restricted to areas in each community and throughout the jurisdiction that are zoned as high or medium density residential. Communities have many requirements for multifamily housing including: amenities such as onsite parking, fire access, buildings that “match” the character of the neighborhood and traffic impact studies, etc. All these requirements of multifamily housing projects increase the initial cost and result in housing that expensive to build and maintain. The state of Oregon has a land use plan (Goal 10) that requires all communities to allocate land for multifamily developments however some communities are more compliant than others. Housing advocates are beginning to challenge communities to meet the Goal 10 requirements.

3. Source of income discrimination, Segregation: Public housing residents report much difficulty in finding affordable rental units in general and in some communities in particular. 20% of all complaints filed with the Fair Housing Council of Oregon from July 1, 2014 to June 30, 2015 were in relation to Source of Income. The Fair Housing Council of Oregon continues process complaints regarding source of income discrimination. The Oregon State legislature recently passed legislation that landlords and property managers could not discriminate against persons with Section 8 or Housing Choice Vouchers as a source of rent, however, violations may still occur.

4. Community Opposition, segregation to specialized multifamily housing: some communities are resistant to change, particularly those communities that are primarily single family home communities with very few multifamily housing developments. More public relations and advocacy will need to occur in these communities to demonstrate the benefits of a range of housing choices for all residents in each community, particularly persons with disabilities, elderly persons and persons with diverse ethnic backgrounds. Respondents to the AFH community survey continue to express opposition to “Section 8 housing” due to fears that affordable housing somehow degrades the value of neighborhoods.

The public housing in the jurisdiction and in the region is competing with private market housing for land and for tax base dollars to each community. So far private single family housing is winning because homeowners bring property tax revenue to each community. Multifamily housing that is affordable to low-income tenants is typically run by a non-profit does not create much tax revenue other than the initial cost of building permits and system development charges. The jurisdiction is also continuing to encourage siting

multifamily developments in high opportunity areas encouraging density in areas such as the Clackamas Town Center and in North Clackamas.

D. Disability and Access Analysis

1. Population Profile

- a. How are persons with disabilities geographically dispersed or concentrated in the jurisdiction and region, including R/ECAPs and other segregated areas identified in previous sections?**

Map 16 by disability type reveals that persons with disabilities live throughout the jurisdiction with no particular concentration areas. In the region, concentrations of persons with disabilities appear to be in urban centers including the cities of Portland, Beaverton and Vancouver, Washington.

Table 13 Disability by type presents data that persons with disabilities in the jurisdiction as a percentage of the population are similar to the percentages in the region. Persons with hearing difficulty are 4% of the jurisdiction and 3.69% of the region, Vision difficulty 1.64/1.99, Cognitive difficulty 4.64/5.27, Ambulatory difficulty 6.10/5.99, Self-care difficulty 2.56/2.47 and Independent living difficulty 4.11/4.35%. The difference between the jurisdiction and the region for each type of disability is never more than 0.63%.

- b. Describe whether these geographic patterns vary for persons with each type of disability or for persons with disabilities in different age ranges.**

Map 16 by disability type reveals that persons with disabilities live throughout the jurisdiction with no particular concentration areas. In the region, concentrations of persons with disabilities appear to be in densely populated urban centers including the cities of Portland, Beaverton and Vancouver, Washington.

2. Housing Accessibility

- a. Describe whether the jurisdiction and region have sufficient affordable, accessible housing in a range of unit sizes.**

HUD has provided no data for this question at the time of this analysis. Map 5 reveals that Publicly Supported Housing is distributed throughout the region and in populated areas of the jurisdiction. A regional housing equity report has concluded that the Portland metro region has a shortage of 80,000 affordable housing units.

- b. Describe the areas where affordable accessible housing units are located. Do they align with R/ECAPs or other areas that are segregated?**

HUD has not provided any data for this question at the time of this analysis. The jurisdiction has no HUD identified R/ECAPs. Areas that have been identified by the

jurisdiction as having “High Concentrations” of ethnic and low-income persons are located in populated areas that include several multi-family housing developments and manufactured housing parks.

c. To what extent are persons with different disabilities able to access and live in the different categories of publicly supported housing?

Table 15 indicates that persons with disabilities are able to access publicly supported housing in the jurisdiction and in the region. In Public Housing 34.77% of residents in the jurisdiction have a disability while 34.55% of residents in the region for a minimal difference of 0.22%. Projected based Section 8 - 29.38/29.97% a difference of 0.59%. In other multi-family housing 32.71/34.86% a difference of 2.15%. In the Housing Choice Voucher (HVC) program 26.2/32.23% a 6.03% difference. In the region, Other Multi-family housing has 2.15% more persons with disabilities than the jurisdiction and in the HCV program the region has 6.03% more persons with disabilities participating. The region may have more people who transition in and out of publicly supported housing than in the jurisdiction which has a more stable population. The November 2014 wait list for HACC public housing units in the jurisdiction had over 6,000 households requesting access to housing. 29% or 1,796 households included someone with a disability.

3. Integration of Persons with Disabilities Living in Institutions and Other Segregated Settings

a. To what extent do persons with disabilities in or from the jurisdiction or region reside in segregated or integrated settings?

HUD Map 5 reveals that Publicly Supported Housing is distributed through the region and in populated areas of the jurisdiction. Based on the limited data it appears that persons with disabilities are resided in integrated areas of the jurisdiction and the region.

The Clackamas County jurisdiction was home to a state mental health hospital that closed in 1995. Twenty-three years after the closing of Oregon's Dammasch State Hospital, a celebration was held to acknowledge the creation of new housing for persons with mental illness at the site of the former mental institution. The Villebois Community in Wilsonville has integrated 73 units of housing for the seriously mentally ill into a diverse village of 7,000 people. Most of the homes in this housing development have been built, rented and/or sold to private owners.

Source:

http://www.oregonlive.com/wilsonville/index.ssf/2013/10/wilsonvilles_villebois_com_muni.html

The jurisdiction's Housing Authority owns and manages: 10 group homes for persons with developmental disabilities; 2 triplexes for persons with developmental disabilities; 4 group homes for persons with psychiatric disabilities; and a 21-unit apartment house for persons with psychiatric disabilities.

b. Describe the range of options for persons with disabilities to access affordable housing and supportive services.

The range of affordable housing options for persons with disabilities is limited based on the lack of availability of affordable housing units in general in the jurisdiction and the region. A recent regional Metro Housing Equity 2016 Report detailed the lack of affordable housing units referenced as “missing middle” housing units. “There are currently approximately 30,000 income-restricted units of housing regulated to remain affordable to households making less than 60 percent of median income, and approximately 73,000 units of market-rate housing that are affordable at this level (although rising rents will cause this number to diminish) in the four-county metro region. With over 185,000 households making less than 60 percent of median income, that leaves a shortage of more than 80,000 units of affordable housing.” *Metro Opportunities and challenges for equitable housing, January 2016* website: oregonmetro.gov/equitablehousing.

4. Disparities in Access to Opportunity

a. To what extent are persons with disabilities able to access the following? Identify major barriers faced concerning:

- i. Government services and facilities
- ii. Public infrastructure (e.g., sidewalks, pedestrian crossings, pedestrian signals)
- iii. Transportation
- iv. Proficient schools and educational programs
- v. Jobs

HUD is unable to provide data for this disability-related data for the jurisdiction or for the region.

b. Describe the processes that exist in the jurisdiction and region for persons with disabilities to request and obtain reasonable accommodations and accessibility modifications to address the barriers discussed above.

In the jurisdiction, persons with disabilities who face an access barrier can contact the particular public entity by phone or email to request an accommodation to access the jurisdiction’s 16 government services, facilities and infrastructure. An inventory of all 16 government processes to request access to services, facilities and infrastructure is not currently available. The Clackamas County jurisdiction’s 2 primary buildings where services are offered and public meetings occur, was audited by HUD for accessibility in 2010. The buildings and entrances were found to have a few accessibility issues including ramp slopes, height of service counters and bathroom stall grab bars and height of elevator buttons. These issues have been corrected accordingly.

Transportation services in the region are offered by TriMet which provides bus, light rail and commuter rail transit services in the Portland, Oregon, metro area. Each of the buses, light rail and commuter rail cars have individual accessibility features. More information is available here: <https://trimet.org/access/index.htm>, <https://trimet.org>, CUSTOMER SERVICE 503-238-7433. The jurisdiction has some city and county operated transportation services which are accessible to persons with disabilities.

Proficient schools and educational programs. The process for requesting and obtaining reasonable accommodations to proficient schools, educational programs may vary by school district. The jurisdiction has 10 public school districts which are serviced by the Clackamas Service District office: website: <https://www.clackesd.org/>.

The state Civil Rights Division (CRD), part of Oregon's Bureau of Labor and Industries (BOLI), is tasked with defending the rights of all Oregonians to equal opportunity in employment, housing, public accommodations and career schools. The investigators, managers and support staff that make up CRD are a crucial part of BOLI's mission: to protect employment rights, advance employment opportunities, and protect access to housing and public accommodations free from discrimination.

Oregon Bureau of Labor and Industry (BOLI) website: <http://www.oregon.gov/BOLI/CRD/>

- c. Describe any difficulties in achieving homeownership experienced by persons with disabilities and by persons with different types of disabilities.**

No data on difficulties in achieving home ownership by persons with disabilities is available for this question at this time.

5. Disproportionate Housing Needs

- a. Describe any disproportionate housing needs experienced by persons with disabilities and by persons with certain types of disabilities.**

HUD Tables 9, 10 and 11 and HUD Maps 7 and 8 detail disproportionate housing needs in the jurisdiction and the region however the data is not specific to persons with disabilities. Housing staff in the jurisdiction conclude that disproportionate housing needs are experienced by persons with certain types of disabilities in the jurisdiction and the region at a similar rate to all low income persons in the jurisdiction and region. The greatest contributing factor is the general lack of affordable and accessible housing units for persons with disabilities and low-income households.

6. Additional Information

- a. Beyond the HUD-provided data, provide additional relevant information, if any, about disability and access issues in the jurisdiction and region affecting groups with other protected characteristics.**

The Clackamas County Development Disabilities Program provides case management services, to 2,165 developmentally disabled persons in the jurisdiction. County staff guide persons with disabilities to resources and services that support the person, based on assessed needs and types of services requested. County staff may also assist persons with disabilities to enter into Foster Care or Group Home if needed. Some of the 2,165 people may receive their case management from one of the five Support Service Brokerages that operate in the jurisdiction.

Of the persons served by the County Developmental Disabilities program, 16.4% are Hispanic, Hispanic-Mexican or Other Hispanic, 2.1% are Asian and 1.5% are Black. 77.3% of the total developmentally disabled persons provided with services are white.

b. The program participant may also describe other information relevant to its assessment of disability and access issues.

No other relevant data assessment of disability and access issues is available for this question at this time.

7. Disability and Access Issues Contributing Factors

Consider the listed factors and any other factors affecting the jurisdiction and region. Identify factors that significantly create, contribute to, perpetuate, or increase the severity of disability and access issues and the fair housing issues, which are Segregation, RECAPs, Disparities in Access to Opportunity, and Disproportionate Housing Needs. For each contributing factor, note which fair housing issue(s) the selected contributing factor relates to.

- Access to proficient schools for persons with disabilities
- Access to publicly supported housing for persons with disabilities
- Access to transportation for persons with disabilities
- Inaccessible government facilities or services
- **Inaccessible sidewalks, pedestrian crossings, or other infrastructure**
- Lack of affordable in-home or community-based supportive services
- **Lack of affordable, accessible housing in range of unit sizes**
- Lack of affordable, integrated housing for individuals who need supportive services
- Lack of assistance for housing accessibility modifications
- Lack of assistance for transitioning from institutional settings to integrated housing
- Land use and zoning laws
- Lending Discrimination
- Location of accessible housing
- Occupancy codes and restrictions
- Regulatory barriers to providing housing and supportive services for persons with disabilities
- State or local laws, policies, or practices that discourage individuals with disabilities from being placed in or living in apartments, family homes, and other integrated settings

- Other

The greatest contributing factor for persons with disabilities and access to housing is the overall lack of affordable, accessible housing in range of unit sizes. As referenced earlier in this assessment, a housing equity report found that the housing availability shortfall was over 80,000 housing units in the region.

The second greatest contributing factor is a lack of access to publicly supported housing for persons with disabilities due to the lack of available units. This factor is detailed in the PHA November 2014 waiting list of over 6,000 households with 29% of households including a person with a disability.

The third contributing factor is Inaccessible sidewalks, pedestrian crossings, or other infrastructure in rural and low-income communities in the jurisdiction due to a lack of resources for sidewalks, pedestrian crossings and public infrastructure facilities. Clackamas County does fund some infrastructure projects including installation of accessible sidewalks in low-income rural areas in the jurisdiction on a limited basis. Cities in urban areas of the jurisdiction are also re-building streets and sidewalks to include accessible sidewalks and crosswalks.

E. Fair Housing Enforcement, Outreach Capacity, and Resources Analysis

- 1. List and summarize any of the following that have not been resolved: a charge or letter of finding from HUD concerning a violation of a civil rights-related law, a cause determination from a substantially equivalent state or local fair housing agency concerning a violation of a state or local fair housing law, a letter of findings issued by or lawsuit filed or joined by the Department of Justice alleging a pattern or practice or systemic violation of a fair housing or civil rights law, or a claim under the False Claims Act related to fair housing, nondiscrimination, or civil rights generally, including an alleged failure to affirmatively further fair housing.**

The jurisdiction has no unresolved HUD civil rights violations, no letters of findings, claims or lawsuits by the Department of Justice and no False Claims Act allegations.

- 2. Describe any state or local fair housing laws. What characteristics are protected under each law?**

The jurisdiction (unincorporated Clackamas County) has housing policies but not specific fair housing ordinances. The Clackamas County Comprehensive Plan (Comp Plan) updated in 2015 identified a number of housing issues including a forecast that 26 percent of the new dwelling units built in the next 20 years in the County, and 32 percent of the new units built in the northwest urban area, will be multifamily. Another housing issue identified in the Comp Plan was a Lack of affordable housing continues to be a problem,

especially severe for households headed by the young, elderly, single parents, or handicapped individuals. A third housing issue identified for the County was a shortage of special living environments for the developmentally disabled and chronically mentally ill persons.

The Comp Plan's Chapter 6 contains Housing polices on: 6.A. Housing Choice Policies, 6.B. Affordable Housing Policies, Neighborhood Quality Policies, 6.D. Urban Infill Policies, 6.E. Multifamily Residential Policies, 6.F. Common-Wall Units Policies, 6.G. Manufactured Dwelling Policies and, 6.H. Density Bonus Policy. These polices are in effect in unincorporated areas of Clackamas County only. In some cases the County sets policy for a particular community. In other cases the city in the jurisdiction sets fair housing, housing and land use policies.

The Lake Oswego City Code Chapter 34.22.060 listed protected classes including: Race, Color, Religion, National Origin, Sex, Familial Status, Mental or Physical Disability, Source of Income, Marital Status, Sexual Orientation and, Gender Identity.

In the region, the cities of Beaverton (City Code Chapter 5.16.015) and Portland (City Code Chapter 23.01), Hillsboro (City Code Chapter 9.34.005), Multnomah County (Co. Code 15.340) list the federally protected classes and Mental or Physical Disability, Source of Income, Marital Status, Sexual Orientation and, Gender Identity.

Oregon State (ORS 659A-145 &421) protected classes include: all federally classes, marital status, source of income, sexual orientation including gender identity, and domestic violence victims.

3. Identify any local and regional agencies and organizations that provide fair housing information, outreach, and enforcement, including their capacity and the resources available to them.

Clackamas County Social Services Division (SSD) has been operating a Housing Rights and Resources (HRR) fair housing program for the last 10 years. The Housing Rights and Resources program serves over 2,000 people per year with housing information and referral.

The HRR program provides bilingual staff to offer fair housing services to Spanish speaking residents of Clackamas County including assisting clients with filing HUD discrimination complaint forms and information to landlords regarding their rights and obligations under the fair housing law. These services are also available to those speaking other languages with translation through the Language Line.

HRR program staff conduct a minimum of four training sessions with social service housing providers in Clackamas County (the jurisdiction). Program staff work closely with the social service agencies, housing programs and homeless shelters in Clackamas County to assure that clients with fair housing problems are referred for information and assistance.

HRR program staff also provide; technical assistance to agencies in the area of fair housing laws and regulations, housing counseling, and information and referral; publicize the fair housing program to the community; provide training on Reasonable Accommodations under the Fair Housing Law for individuals with disabilities, landlords, and other housing providers; and, coordinate with the fair housing programs in Multnomah and Washington Counties on regional education and planning efforts, as well as on individual fair housing cases.

Here is one story: A young mother called HRR with questions about moving fees. She had been living with her family in a second story apartment when one of her children was diagnosed with a disability. The family felt that moving to a ground floor unit would be necessary in order to keep their child safe at home. They offered documentation of their child's medical issues to the property manager which was refused. The family then submitted a request for a reasonable accommodation to allow them to move to a vacant ground floor unit. The request was ignored, but the property manager told them they could begin a brand new application for that unit. Paying new screening fees and deposits for the new application was a big expenses for this young family. HRR staff discussed options with the family who decided they would like a referral to Legal Aid so they could talk with a lawyer about how best to proceed.

The HRR program also works with the Fair Housing Council of Oregon and Legal Aid Services of Oregon to promote fair housing and conduct landlord and tenant training on the fair housing laws. The HRR program staff maintain an ongoing working relationship with the State of Oregon Civil Rights Division, U.S. Department of Housing and Urban Development, and Oregon Legal Services Corporation in order to promote fair housing rights.

Fair Housing Council of Oregon website: <http://fhco.org/>

The Fair Housing Council of Oregon (FHCO) is a state-wide civil rights organization whose mission is to eliminate housing discrimination through access to enforcement and education. FHCO is a non-profit corporation, not a governmental agency.

Legal Aid Services of Oregon website: <http://lasoregon.org/>

Legal Aid Services of Oregon (LASO) is a non-profit organization that provides representation on civil cases including housing complaint cases, like repair issues, housing discrimination, and help with government housing programs for low-income clients throughout Oregon. Legal Aid Services of Oregon has field offices located in Albany, Bend, Klamath Falls, Newport, Pendleton, Portland, Salem, and Roseburg. Services for farm workers are available through our offices in Woodburn, Hillsboro and Pendleton. In addition, the Native American Program provides state-wide services and representation on Native American issues. The Central Administrative office for the program is located in Portland.

Oregon Bureau of Labor and Industry (BOLI) website: <http://www.oregon.gov/BOLI/CRD/>

The state Civil Rights Division (CRD), part of Oregon's Bureau of Labor and Industries (BOLI), is tasked with defending the rights of all Oregonians to equal opportunity in employment, housing, public accommodations and career schools. The investigators, managers and support staff that make up CRD are a crucial part of BOLI's mission: to protect employment rights, advance employment opportunities, and protect access to housing and public accommodations free from discrimination.

4. Additional Information

- a. Provide additional relevant information, if any, about fair housing enforcement, outreach capacity, and resources in the jurisdiction and region.**

The jurisdiction's and the region's primary source for fair housing advocacy and education resources is the Fair Housing Council of Oregon (FHCO), a private non-profit organization. The Fair Housing Council has contracts with HUD and regional partners to conduct training and advocacy. Regional partners are coordinating fair housing efforts with FHCO.

The Fair Housing Council does not have the authority to enforce fair housing laws. FHCO was filing complaints with Oregon Bureau of Labor and Industries (BOLI) for both state and federal claims under the Fair Housing Act as Oregon state fair housing laws were substantially equivalent to federal fair housing law. Therefore HUD and BOLI had entered into a partnership contract whereby HUD would send any complaints claiming federal law violations to BOLI and/or BOLI could accept these same complaints directly. So filing with BOLI was the same as filing with HUD. However, a year ago BOLI was able to get the legislature to change one word in the state law (from "shall" to "may") which made Oregon state fair housing laws no longer substantially equivalent to federal fair housing laws. As a result HUD terminated its contract/partnership with BOLI as of April 3, 2016. This means that now all federal claims of fair housing violations will have to be filed directly with HUD. HUD has limited capacity to handle the additional workload. Therefore we are anticipating a backlog of complaints to be filed and investigated. This presents a potential barrier to a reasonable length of time for the resolution of complaints, and therefore justice for complainants. BOLI is still the agency to file state claims of fair housing discrimination.

- b. The program participant may also include information relevant to programs, actions, or activities to promote fair housing outcomes and capacity.**

In 2012, budget cuts within Legal Aid Services of Oregon (LASO) and Oregon Law Center (OLC) lead to the closure of an office in Clackamas County and to a 20% reduction in staff positions statewide. Since then, the poverty population in Oregon has risen. In the five county region that LASO Portland Regional Office serves, which now includes Clackamas County, over 200,000 people meet LASO

income guidelines. Approximately 36,000 people are living in poverty in Clackamas County and are eligible for LASO legal help. Additionally, there is a higher and increasing rate of poverty among the Latino population in Oregon. In Clackamas County, according to the 2011-13 American Community Survey, the number of Latino residents living in poverty was at 18%, a number double that of whites in Clackamas County.

A third of LASO client requests for legal assistance is related to housing. LASO is unable to meet the need. A shortage of affordable housing in Clackamas County has an impact on all populations we serve, but is particularly acute in vulnerable populations such as limited English Proficient Population (LEP), communities of color, persons with disabilities and other protected groups. Tenants are fearful of requesting repairs due to the risk of losing their housing. As a result, severe habitability issues are left unchecked.

In order to try to meet the overwhelming need for legal services, LASO provides a range of legal services from individualized advice to full representation in a limited action, eviction defense or longer term affirmative cases filed in court. LASO is limited from litigating all of the cases that have merit or meet our priorities from lack of resources and adequate staffing to meet the need. Accordingly, LASO must choose strategically which of those cases with merit will have a larger impact on the communities we serve. In essence, we try to get more bang for our buck.

The Housing Rights and Resources program (HRR) referrals provide an essential channel of clients with housing complaints. In 2015-16, LASO PRO received hundreds of HRR referrals. About 75% of the HRRP-funded cases were closed with advice after consultation. Approximately 25% were closed after full representation of the HRR funded cases are what LASO defines as full representation – a case litigated in court, an administrative proceeding, a negotiated settlement or limited action.

LASO PRO places an emphasis on litigating affirmative fair housing cases and/or habitability cases with larger landlords that prey on or whose practices have an effect on vulnerable populations. Civil legal services is an essential component to fair housing enforcement the goals of affirmatively furthering fair housing. To increase the level of impact to larger populations, the ratio of intake and advice to full representation needs to shift so that LASO can litigate more priority cases to more effectively address housing problems in Clackamas County. Additional litigation requires increased attorney staff and other resources.

The regional FHCO recently hired a new executive director with experience in land use issues. Allan Lazo started as the new Executive Director of the Fair Housing Council of Oregon on May 4, 2016. Allan's past experience includes serving on the

Gresham Planning Commission (a local city) and working with FHCO on fair housing education and outreach.

FHCO also is continuing to increase its capacity in providing technical assistance in the area of Affirmatively Furthering Fair Housing (AFFH). AFFH is a technical area of the federal Fair Housing Act that has the potential to positively impact systemic issues related to housing opportunities, such as land use decisions by local jurisdictions that may disparately impact members of protected classes.

5. Fair Housing Enforcement, Outreach Capacity, and Resources Contributing Factors

Consider the listed factors and any other factors affecting the jurisdiction and region. Identify factors that significantly create, contribute to, perpetuate, or increase the severity of fair housing enforcement, outreach capacity, and resources and the fair housing issues, which are Segregation, RECAPs, Disparities in Access to Opportunity, and Disproportionate Housing Needs. For each significant contributing factor, note which fair housing issue(s) the selected contributing factor impacts.

- Lack of local private fair housing outreach and enforcement
- **Lack of local public fair housing enforcement (2)**
- **Lack of resources for fair housing agencies and organizations (1)**
- Lack of state or local fair housing laws
- Unresolved violations of fair housing or civil rights law
- Other

1. Lack of resources for fair housing agencies and organizations: Regionally FHCO is funded by HUD for advocacy and education. Each jurisdiction in the region contracts with FHCO to conduct training. Only \$10,000 in the jurisdiction is expended for landlord and tenant training. The jurisdiction has no funding for audit testing and as such no good data on the extent of fair housing violations. FHCO gets over 2000 calls per year regarding potential discrimination and violations of the fair housing laws. Nationally only 10% of violations are ever reported therefore perhaps as many as 90% of violations are never reported. The Fair Housing Council of Oregon has no authority to enforce fair housing laws.

2. Lack of local public fair housing enforcement. In 2016, HUD terminated its contract with BOLI because BOLI changed Oregon state law to make it no longer substantially equivalent to federal law. Therefore all federal complaints of housing discrimination must now be filed with HUD instead of BOLI. HUD has not yet increased HUD capacity to handle the increased workload. There is currently no state, county or local government agency to enforce federal fair housing laws. BOLI still has the authority and capacity to enforce violations of state fair housing laws.

FHCO a private, non-profit that does education and outreach. Any other requested activities would have to be fee-for-service. FHCO is not and never has been an enforcement agency in the sense that it has the power to hold a respondent liable for not following the law or legally forcing a resolution to a complaint. FHCO has been a civil rights organization that advocates for victims of fair housing discrimination. FHCO also does advocacy for victims of fair housing complaints.

If FHCO is unsuccessful in resolving the matter informally for the complainant, FHCO will frequently draft administrative complaints and represent complainants in the administrative process. FHCO also files complaints as FHCO for purposes of enforcing fair housing laws. In many cases FHCO has been able to find a private attorney to take a case where the administrative agency has found substantial evidence of discrimination.

VI. Fair Housing Goals and Priorities

- 1. For each fair housing issue, prioritize the identified contributing factors. Justify the prioritization of the contributing factors that will be addressed by the goals set below in Question 2. Give the highest priority to those factors that limit or deny fair housing choice or access to opportunity, or negatively impact fair housing or civil rights compliance.**

The Contributing Factors listed below are listed in order of priority with #1 being the highest priority and #11 being the lowest priority.

1. Lack of affordable, accessible housing in a range of unit sizes. The jurisdiction and the region is currently in a rapid population growth after an economic slow period. The rapid population growth is bringing an estimated 100,000 people per year to the region, which is increasing the demand for housing units to own or rent. Low income households and protected classes are directly impacted by the increased housing demand. The waiting list for public housing in the jurisdiction was more than 6000 households in 2014. A 2015 regional Housing Equity Report found that the region has a shortage of 80,000 units of affordable housing. The majority of resident feedback during community meetings was that most people liked where they lived, however, many people including persons with disabilities felt that it was very difficult to find another affordable unit should they want to move. Though current state law provides a mechanism to ensure that a certain percentage of new development is reserved for low-income tenants (known as “inclusionary housing” or “inclusionary zoning”), this jurisdiction has not yet enacted or implemented this structure.

Habitable housing is healthy housing free of leaks, mold and pests. Unhealthy rental housing is poorly maintained and generally occupied by low-income vulnerable populations. The critical shortage of affordable rental housing units in the jurisdiction and, the law allowing no cause evictions, makes tenants fearful of requesting repairs due to risk losing their housing from retaliation and eviction. Housing survey respondents and comments during community meetings exposed that vulnerable populations including fair-housing protected groups such as people of color, families with children and persons with disability are forced to live in unhealthy conditions because no other housing is available to them.

2. Availability of affordable units in a ranges of sizes: The wait list for public housing assistance was more than 6,000 households in 2014. The 2016 public housing wait list was more than 4,000 households requesting assistance. The current housing market has a vacancy rate of less than 2% which is causing rents to increase monthly in some cases. Apartment buildings are being purchased and remodeled to increase rent revenue while many people are being given “no cause” evictions. The largest city in the region, Portland, Oregon has proposed enacting a 3-month eviction/rent increase moratorium to provide renters time to find new units or adjust to the rent increase.

3. Displacement of residents due to economic pressures: The city of Portland declared a homeless housing emergency in October 2015 to increase efforts to find solutions to homelessness and the housing shortage crisis. The high demand for private market housing has increased rent levels by 300% in some cases. Under current law, private landlords can evict residents without a reason (“no-cause eviction”) and this type of eviction frequently masks unlawful eviction that is retaliatory or discriminatory. There is no legal mechanism for stabilization of rents in Oregon. Evicted residents in urban areas close to jobs, schools and services are being pushed out to suburban areas to find affordable rental units, however, less than 5% of housing units are available to rent. Evicted residents in urban areas close to jobs, schools and services are being pushed out to suburban areas to find affordable rental units, however, less than 2% of housing units are available to rent. The end result is a concentration of poverty and minority households outside areas of high public investments. In some instances, lower-income minority households are being displaced out of one jurisdiction and into specific areas of adjacent jurisdictions that lack the social and physical amenities of their prior homes.

4. Community opposition: Affordable housing projects when proposed often face community opposition to affordable “housing projects” that bring “poor people” into a neighborhood. Many homeowners are concerned that “Section 8” housing and other affordable housing units will degrade property values in expensive neighborhoods. Low-income and protected classes that currently live in these communities would directly benefit from new affordable housing units. Oftentimes, multi-family units may only be constructed where the land has been zoned as high or medium density residential. Community Opposition is institutionalized by smaller communities with city councils and land use planning boards that write zoning and land use ordinances which prohibit or allow new multi-family and affordable housing projects. These zoning and land use ordinances may further concentrate poverty or segregate low-income people out of communities.

5. Site selection policies, practices and decisions for publicly supported housing, including discretionary aspects of Qualified Allocation Plans and other programs. Oregon’s Housing and Community Services administers the low Income Housing Tax Credit (LIHTC) program. In Clackamas County, there is only one census tract that is considered either a Qualified Census Tract (QCT) or a Difficult Development Area (DDA). The QCT and the DDA designations allow for more tax credits to be included (up to 30% more) in the project, which increases the financial viability of those housing projects. Without more qualified census tracts for LIHTC credits the jurisdiction will continue to struggle with financing options for affordable housing projects and perpetuate concentrations of poverty.

Additional concern is the lack of reliable data on the minority households within the LIHTC housing. HUD provided data (Table 8) is 5 years out of date at the time of this report. As a result, it is very difficult to track whether or not minority households that qualify for LIHTC are actually adequately represented in the tenant population or if there are additional barriers in the housing application and screening process that may violate fair housing laws. Lastly, because of community opposition to “subsidized” housing, the majority of LIHTC that are built restrict the tenant population to seniors. This type of housing is found most often in the higher income, predominantly white communities with the most social and physical amenities (transportation, access to good schools/grocery stores) while “subsidized” housing for minority families are often located outside of such areas of high opportunity.

6. Lack of assistance for housing accessibility modifications: The Clackamas County jurisdiction operates one program with limited funding to assist low-income households with accessibility modifications to their homes. The Housing Access Grant provides small grants to approximately 20 households per year. This program could be expanded to serve more low-income families. Persons with disabilities surveyed and interviewed during community participation meetings expressed their need for more units of affordable and accessible units to increase housing choice.

7. Private discrimination: Private discrimination in the housing rental market continues to affect housing choice for vulnerable populations and protected classes in the region and the jurisdiction. The Fair Housing Council complaint data for the jurisdiction from July 1, 2014 to June 30, 2015 had 92 complaints. The Housing Rights and Resources (HRR) program assisted over 800 households to understand their rights and responsibilities as tenants. 80 households had potential discrimination cases. Private discrimination also occurs frequently with persons who have a criminal history which is a barrier to accessing housing. Private discrimination for a criminal history is one of the collateral “down stream” impacts of the racial and ethnic disparities in our local criminal justice system. A recently released report of data from Multnomah County found African-Americans were four times more likely to be stopped, arrested, charged and sentenced more harshly than their white counterparts despite their relatively low presence in our communities. This discrimination is having a disparate impact on African American and Hispanic men and their families. HUD has begun providing training to fair housing organizations and housing providers to consider additional screening criteria to prevent a disparate impact in these populations seeking access to housing in the region and the jurisdiction.

Private discrimination may also occur when requests for repairs are ignored by property managers. Habitable housing is healthy housing free of leaks, mold and pests. Unhealthy rental housing is poorly maintained and generally occupied by low-income vulnerable populations. The critical shortage of affordable rental housing units in the jurisdiction makes tenants fearful of requesting repairs due to risk losing their housing from retaliation and eviction.

Private discrimination may also occur when tenants are evicted for “no cause” which is legal in the region and the jurisdiction although a few cities in the jurisdiction have or are considering enacting 90-day notice requirements for large rent increases or eviction notices. The increase in the number of “no cause” evictions may also be a result of the economic pressures faced by investors and

property owners in a high demand housing market such as the current Portland metro area housing market.

8. Lack of public fair housing enforcement: The jurisdiction has no public agency to enforce fair housing. In the region and the state, there are 2 only enforcement agencies: HUD and the Oregon Bureau of Labor and Industry (BOLI). Recently, HUD withdrew federal funds from BOLI because of a recent change in state law that eliminated BOLI's legal capacity to enforce federal fair housing laws. Although BOLI technically has the authority to enforce the state fair housing laws, BOLI has reduced the number of cases the agency is willing to enforce due to funding limitations.

In 2012, budget cuts within Legal Aid Services of Oregon (LASO) and Oregon Law Center (OLC) lead to the closure of an office in Clackamas County and to a 20% reduction in staff positions statewide. In the five county region that LASO Portland Regional Office serves, which now includes Clackamas County, over 200,000 people meet LASO income guidelines. Approximately 36,000 people are living in poverty in Clackamas County and are eligible for legal help. Additionally, there is a higher and increasing rate of poverty among the Latino population in Oregon. In Clackamas County, according to the 2011-13 American Community Survey, the number of Latino residents living in poverty was at 18%, a number double that of whites in Clackamas County.

9. Lack of resources for fair housing agencies and organizations: The jurisdiction has one program to assist low-income persons with housing information and referral. Potential housing discrimination complaints are directed to the Legal Aid Services of Oregon, the Fair Housing Council of Oregon and/or the Oregon Bureau of labor and Industry for investigation and possible legal action. The Fair Housing Council of Oregon has no office in the jurisdiction. The Legal Aid Services of Oregon recently closed an office in the jurisdiction due to lack of funding. The Oregon Bureau of labor and Industry is no longer conducting housing discrimination legal actions and is no longer recognized by HUD as equivalent to HUD for enforcement actions.

10. Land Use and Zoning Laws: Multi-family housing developments are typically restricted to areas that are zoned as high or medium density residential in each community and throughout the jurisdiction. Communities have many requirements for multifamily housing including: amenities such as onsite parking, fire access, buildings that "match" the character of the neighborhood and traffic

impact studies, etc. All these requirements of multifamily housing projects increase the initial cost and result in affordable housing that is expensive to build and maintain. The State of Oregon has a land use plan (Goal 10) that requires all communities to allocate land for multifamily developments however some communities are more compliant than others. State and regional housing advocates are beginning to challenge communities to meet the Goal 10 requirements to provide land for multi-family housing developments. In 2015 Housing Land Advocates joined the Coalition for Affordable and Safe Housing to repeal Oregon’s ban on inclusionary zoning, and allow Oregon communities access to this important tool for creating affordable housing in areas of opportunity. In 2015 the repeal was narrowly defeated in the legislature. (<https://housinglandadvocates.org/resources/land-use-and-housing/inclusionary-zoning-in-oregon/>)

11. Inaccessible sidewalks, pedestrian crossings, or other infrastructure:

Persons with mobility disabilities continue to face barriers in their communities. Rural communities and low-income urban areas lack resources to build sidewalks, pedestrian crossings and other accessible infrastructure for persons with disabilities. The jurisdiction does fund some infrastructure projects in these low-income rural areas on a limited basis. Cities in urban areas of the jurisdiction are also re-building streets and sidewalks to include accessible sidewalks and crosswalks.

2. **For each fair housing issue with significant contributing factors identified in Question 1, set one or more goals. Explain how each goal is designed to overcome the identified contributing factor and related fair housing issue(s). For goals designed to overcome more than one fair housing issue, explain how the goal will overcome each issue and the related contributing factors. For each goal, identify metrics and milestones for determining what fair housing results will be achieved, and indicate the timeframe for achievement.**

| <u>Goal 1</u> | <u>Contributing Factors</u> | <u>Fair Housing Issues</u> | <u>Metrics, Milestones, and Timeframe for Achievement</u> | <u>Responsible Program Participant(s)</u> |
|---------------|-----------------------------|----------------------------|-----------------------------------------------------------|-------------------------------------------|
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| <p>Enforce Fair Housing laws and Increase public understanding of Fair Housing laws.</p> | <p>Private Discrimination</p> <p>Lack of local private fair housing enforcement</p> <p>Lack of local public fair housing enforcement</p> <p>Lack of resources for fair housing agencies and organizations</p> <p>Community Opposition</p> | <p>Source of Income discrimination</p> <p>Discrimination</p> <p>Segregation</p> <p>Disparities in access to housing.</p> | <p>Annually, at least 400 landlords and renters will receive information on fair housing laws and training on rights and responsibilities of tenants and landlords.</p> <p>(2000 people over 5 years.)</p> <p>The number of potential discrimination referrals to Legal Aid and Fair Housing Council by Housing Rights and Resources program will be compiled and reported to HUD in CAPER reports.</p> | <p>HACC Landlord training.</p> <p>Housing Rights and Resources sponsored fair training events.</p> <p>H3S RentWell tenant education program.</p> <p>Fair Housing Council of Oregon.</p> <p>Legal Aid Services of Oregon.</p> |
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Discussion: Private discrimination in access to housing continues to occur in the jurisdiction and the region. Clackamas County has the Housing Rights and Resources (HRR) Program to increase public awareness about fair housing and to provide tenants and landlords information about their rights and responsibilities in fair housing. When staff determine that a potential housing discrimination has occurred a referral is made to Legal Aid or to Fair Housing Council for further exploration. Between July 1, 2015 and June 30, 2016, more than 2000 people called this program for housing information. More than 800 callers were assisted with rights and responsibilities information. 80 of the callers were calling with a specific discrimination issue which was clarified by HRR staff and as appropriate, callers were referred to Legal Aid Services of Oregon. The HRR program serves a vital function to screen appropriate cases to Legal Aid services. The jurisdiction will explore funding and partnership options to expand these services.

The H3S RentWell program provides tenant education to help clients accept responsibility for rental histories, build skills needed to become good renters, and build skills to overcome individual barriers to permanent housing. RentWell services also

include a rental assistance fund to assist landlords with eligible damages and to help clients with application fees, security deposits, cleaning deposits, moving expenses and other expenses to access rental housing.

The Housing Authority of Clackamas County (HACC) works with landlords to understand the Housing Choice Voucher program and to encourage landlords to accept Housing Choice Vouchers.

The jurisdiction’s Fair Housing Council of Oregon (FHCO) complaint data collected from July 1, 2014 to June 30, 2015 resulted in 92 discrimination complaints. 46% of complaints were about accommodations for persons with either a mental or physical disability. 20% of households believed they had been discriminated against due to their family status. 11% of the complaint households believed they were discriminated against due to their national origin. 9% of households listed their source of income as a basis for discrimination and 5% believed they were discriminated against due to their race. Other complaints filed were in relation to discrimination due to domestic violence, marital status, sex and, sexual orientation.

The state Civil Rights Division, part of Oregon's Bureau of Labor and Industries (BOLI), is tasked with defending the rights of all Oregonians to equal opportunity in employment, housing, public accommodations and career schools. However, a year ago a legislative change made Oregon state fair housing laws no longer substantially equivalent to federal fair housing laws. As a result HUD terminated its contract/partnership with BOLI as of April 3, 2016 and now all federal claims of fair housing violations will have to be filed directly with HUD. This change in how complaints are filed presents a potential barrier to a reasonable length of time for the resolution of complaints, and therefore justice for complainants.

The 2016 Oregon State Impediments to Fair Housing Choice report Finding #2 was that Discrimination against protected classes persists statewide.

| <u>Goal 2</u> | <u>Contributing Factors</u> | <u>Fair Housing Issues</u> | <u>Metrics, Milestones, and Timeframe for Achievement</u> | <u>Responsible Program Participant(s)</u> |
|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-------------------------------------------|
| Improve access to housing and services for all protected classes with a focus on LEP populations. | Lack of affordable, accessible housing in a range of unit sizes. Lack of Assistance for | Disparities in access to housing. Disparities in access to opportunity | By 2018, provide information to housing programs in 2 additional languages for the Housing | All (jurisdiction) County Departments |

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| | <p>housing accessibility modifications.</p> | <p>Disproportionate housing needs.</p> | <p>Rehabilitation program.</p> <p>By 2019 establish written policy on assisting persons with sensory impairments to access H3S housing programs and services.</p> <p>(hearing and vision)</p> <p>By 2020 the County will include a standard for the use of translation and interpretation services in the Title VI plan.</p> <p>By 2019 revise all public housing admissions criteria with respect to tenants with criminal records to align with HUD Guidance issued in April 2016.</p> <p>By 2018, provide jurisdictional support for state legislative policy changes to enact</p> | <p>HACC and H3S housing programs</p> |
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| | | | “banning the box” for all housing in Oregon. | |
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Discussion: Race and National Origin are protected classes. Both the Hispanic population and the LEP population (a subset of the National Origin protected class) is growing in the region and in the jurisdiction. The jurisdiction plans to provide more information about housing programs directly to LEP populations in additional languages including Russian and Chinese.

The Housing Authority of Clackamas County (HACC) currently has forms in both Spanish and Russian as well as an interpreter service and services for hearing impaired applicants for housing assistance.

The jurisdiction will identify persons in protected classes who have the greatest need for housing and services. Persons with disabilities in our jurisdiction have limited housing options due to the lack of affordable accessible housing units. The H3S Housing Rehabilitation program helps low-income persons with disabilities to remain in their homes and have and have more access to opportunities in their communities due to increased mobility in their homes. The H3S HOME program funds a limited number of affordable housing units that are generally part of larger housing developments. The H3S Social Services Division operates a number of homeless housing programs.

H3S housing programs are currently lacking materials and training to assist persons with sensory impairments (hearing and vision) who request access to housing programs. The 2016 Oregon State Impediments to Fair Housing Choice report Finding #1 was that Persons with Disabilities face widespread barriers to housing choice statewide.

Clackamas County intends to improve access to public housing and County services such as parks, water, social services, health care, mental health services and juvenile services. The County is currently developing a Title VI Plan to clarify language services for LEP populations.

Criminal history records frequently present a barrier to accessing housing. This discrimination is having a disparate impact on African American and Hispanic men and their families. Private discrimination for a criminal history is one of the collateral “down stream” impacts of the racial and ethnic disparities in our local criminal justice system. HUD has begun providing training to fair housing organizations and housing providers to consider additional screening criteria to prevent a disparate impact in these populations seeking access to housing in the region and the jurisdiction.

The jurisdiction will ensure that all public housing admissions criteria are updated to align with the 2016 HUD Guidance on criminal history records to be considered during the housing application process. The jurisdiction will also support state legislative initiatives to ensure that all housing admissions criteria does not automatically disqualify

persons who have criminal history records from eligibility for both private and publically supported housing.

| <u>Goal 3</u> | <u>Contributing Factors</u> | <u>Fair Housing Issues</u> | <u>Metrics, Milestones, and Timeframe for Achievement</u> | <u>Responsible Program Participant(s)</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <p>Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing.</p> | <p>Lack of affordable, accessible housing in a range of unit sizes.</p> <p>Community Opposition</p> <p>Displacement of residents due to economic pressures</p> <p>Land Use and Zoning Laws</p> | <p>Disproportionate housing needs.</p> <p>Disparities in Access to Opportunity</p> | <p>Construct 500 new units of affordable (rent restricted units) housing over the next 5 years in areas of high opportunity.</p> <p>By 2018 the jurisdiction will adopt a Strategic Housing Plan.</p> | <p>H3S and HACC</p> <p>(Jurisdiction and public housing agency)</p> |

Discussion: More affordable and accessible housing in our jurisdiction will directly benefit low-income households, vulnerable populations and protected classes. Affordable housing units once completed will include eligibility requirements for low income and disabled persons. Affordable housing development organizations will be required to reach out to protected classes and vulnerable low income populations in the jurisdiction.

A recent regional Metro Housing Equity 2016 Report detailed the lack of affordable housing units referenced as “missing middle” housing units. “There are currently approximately 30,000 income-restricted units of housing regulated to remain affordable to households making less than 60 percent of median income, and approximately 73,000 units of market-rate housing that are affordable at this level (although rising rents will cause this number to diminish) in the four-county metro region. With over 185,000 households making less than 60 percent of median income, that leaves a shortage of more than 80,000 units of affordable housing.” ...

The areas identified as having high concentrations of ethnicity and low income households are also areas that have high concentrations of multi-family housing rental

units which are zoned for medium and high density residential uses. A Strategic Housing Plan will guide jurisdiction efforts to efficiently get more units built and occupied by low-income households and members of protected classes.

A jurisdiction Strategic Housing Plan will include:

- Conducting a study local zoning codes as to whether “up-zoning” in particular neighborhoods would affirmatively further fair housing as well as potential strategies to enact Inclusionary Zoning ordinances pursuant to Oregon HB1533 in 2016.
- A study of segregation in the jurisdiction using current census data including demographics by community and relationship to school quality will be included in the Strategic Housing Plan.
- An affordable housing dispersal plan to de-concentrate areas of high concentrations of ethnicity and poverty areas by developing new rent restricted housing units in communities that currently have less multi-family housing units. Any new rent restricted housing units will be build either in or close proximity to areas of opportunity.
- An exploration of possible tenant protections from “no cause” evictions due to economic pressures on private housing in unincorporated areas of the jurisdiction.
- Discussion on how to establish, allocate and fund a Housing Trust Fund to provide additional resources for affordable housing in the jurisdiction.
- An exploration of options to establish and fund a land trust to increase available land for affordable housing developments in the jurisdiction.

| <u>Goal 4</u> | <u>Contributing Factors</u> | <u>Fair Housing Issues</u> | <u>Metrics, Milestones, and Timeframe for Achievement</u> | <u>Responsible Program Participant(s)</u> |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Increase accessibility to affordable housing for persons with disabilities and single parent households. | Discrimination Availability of affordable units in a ranges of sizes Lack of available accessible units. | Disparities in access to housing Disproportionate housing needs. | By 2018 begin collecting data on persons with disabilities access to home ownership and rental units in | H3S Housing Programs and HACC |

| | | | | |
|--|-----------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | Displacement of residents due to economic pressures | | the jurisdiction. Beginning in 2017 promote the availability of any new affordable housing units directly to persons with disabilities and female headed households. | |
|--|-----------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

Discussion: Persons with disabilities feel they have limited housing choices, can't find affordable accessible units, housing market demands increasing rents, complaint data indicates that 46% of fair housing complaints in the jurisdiction are regarding reasonable accommodation requests for physical and mental illnesses.

Persons with Disparate Housing Needs will be assisted with the increase in availability of affordable housing units through marketing of any new affordable housing units directly to persons with disabilities and advocacy organizations.

The jurisdiction will direct efforts to familial status households with the greatest need for housing and services. Single parent familial status households struggle to find affordable 2 and 3 bedroom units. Female-headed households with children (Single mothers) are far more likely to live in poverty than other household types. 25.4% of Female Head of Household families have income at or below poverty according to a County 2014 Poverty Report.

| <u>Goal 5</u> | <u>Contributing Factors</u> | <u>Fair Housing Issues</u> | <u>Metrics, Milestones, and Timeframe for Achievement</u> | <u>Responsible Program Participant(s)</u> |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| Coordinate Fair Housing Advocacy and Enforcement Efforts among regional partners | Private discrimination Lack of local private fair housing enforcement Lack of resources for fair housing | Segregation Disparities in access to housing Disparities in Access to Opportunity | By 2019 each jurisdiction in the region will have at least 1 shared goal. By 2020 produce a bi-annual regional fair housing report. By 2020 distribute the regional fair housing report to | H3S and HACC staff Fair Housing Council of Oregon |

| | | | | |
|--|----------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------|--|
| | agencies and organizations Discrimination Lack of affordable, accessible housing in a range of unit sizes. | | all regional governments and housing authorities. | |
|--|----------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------|--|

Discussion: The Clackamas County jurisdiction is located in the south east corner of the Portland Vancouver Metropolitan Statistical area also known as the U.S. Census Bureau Core-based Statistical Area. Region partners continue to coordinate efforts to promote and expand fair housing laws and improve housing choice for all protected classes. Regional partners are coordinating efforts with the Fair Housing Council of Oregon to collect discrimination complaint data for examination and dissemination to local jurisdictions. Improve data collection will boost efforts to make the public more aware of the persistent discrimination that occurs in the private rental housing market.

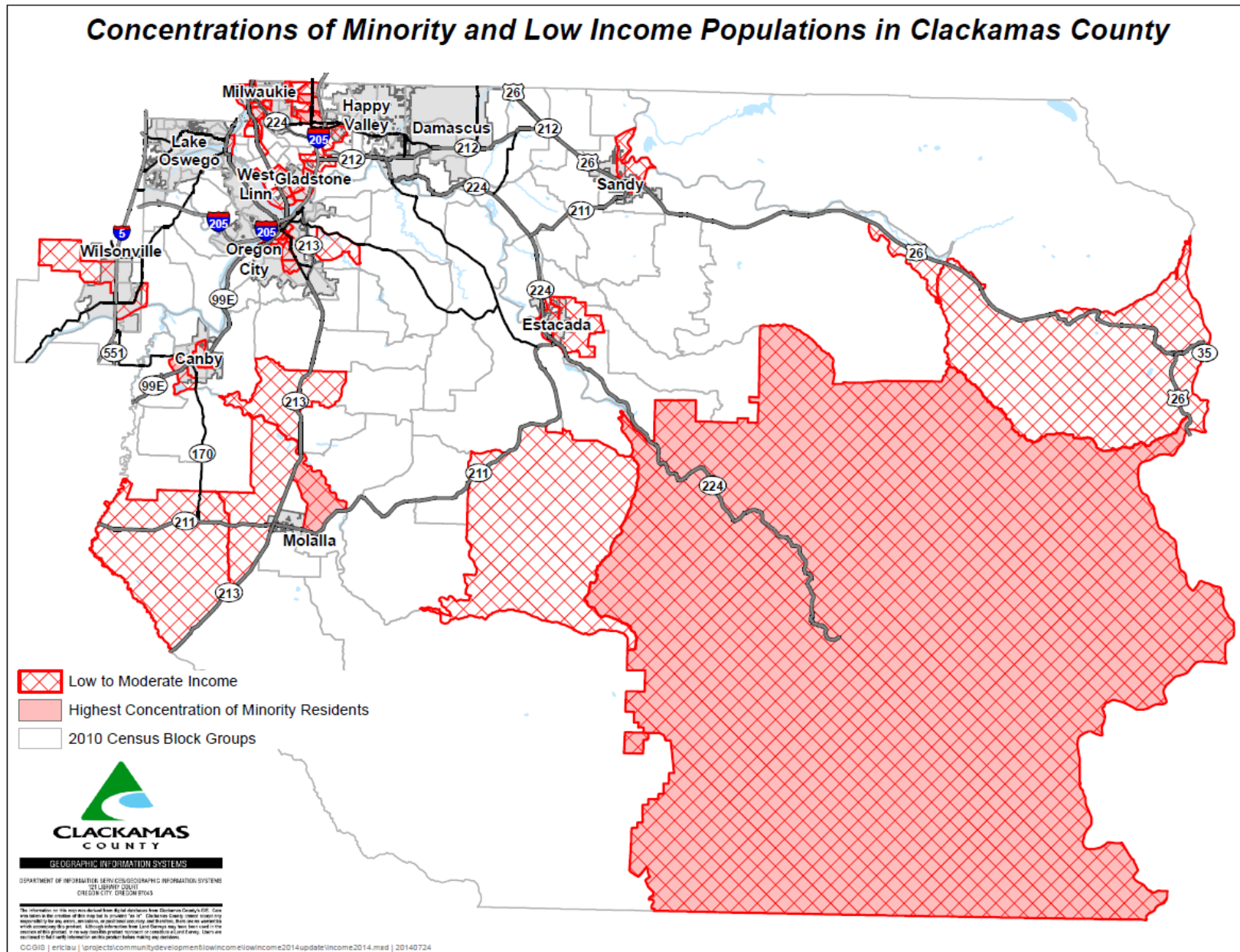
The jurisdiction does participate with regional partners to coordinate fair housing training events and advocacy efforts on an informal basis. Regional partners are supporting efforts by the Fair Housing Council of Oregon to expand resources, strengthen advocacy efforts and promote the benefits of fair housing for all communities. The housing market in the Portland Metro region also contains part of southwest Washington state including the City of Vancouver and Clark County. Part of the coordination effort includes data collection and dissemination of housing discrimination data.

As listed in the 2012 Analysis of Impediments to Fair Housing (Goal VI) local and regional data must guide planning efforts by; 1. Maintaining County data on violations and potential violations of fair housing laws and use to promote fair housing and to conduct fair housing training/education; 2. Coordinating with Housing Authority of Clackamas County to include annual reporting of wait list and housing recipients and; 3. Working with regional partners to identify and integrate additional available data in local and regional fair housing planning




| <u>Goal 6</u> | <u>Contributing Factors</u> | <u>Fair Housing Issues</u> | <u>Metrics, Milestones, and Timeframe for Achievement</u> | <u>Responsible Program Participant(s)</u> |
|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------|
| Ensure that all housing in Clackamas County is healthy and habitable. | Lack of affordable, accessible housing in a range of unit sizes. Availability of affordable units in a ranges of sizes. | Segregation Disparities in access to housing | Jurisdiction/County Adoption of a Habitability building code by 2020. | H3S Housing Staff and HACC |

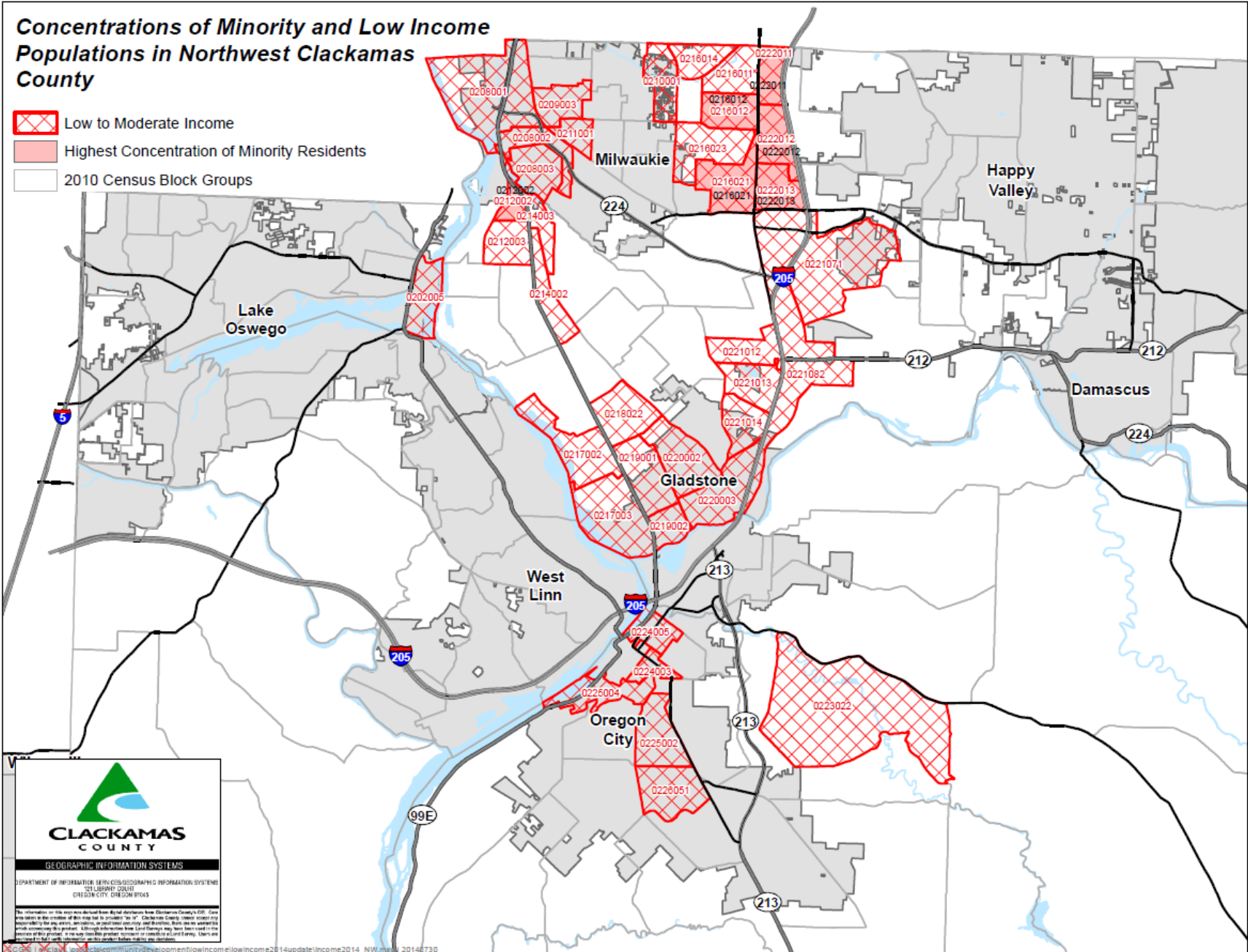

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| | | | | |
| <p>Discussion: The critical shortage of affordable rental housing units in the jurisdiction and the region, as well as the existence legal “no cause” evictions, makes tenants fearful of requesting repairs due to the risk of losing their housing from retaliation and eviction. Housing survey respondents and comments during community meetings exposed that vulnerable populations including fair-housing protected groups such as people of color, families with children and persons with disability are forced to live in unhealthy conditions including unaddressed vermin infestations and leaky roofs or leaky plumbing which causes mold and mildew in their rented homes because they cannot afford better housing. These sub-standard housing units further burden low-income and vulnerable populations with potentially chronic health conditions that may limit their access to opportunity in school and at work.</p> <p>An enforceable residential rental maintenance standard would provide one mechanism to assure rental housing quality by requiring landlords timely to repair rental units. The state of Oregon’s residential rental habitability statute, ORS 90.320, requires landlords to maintain premises in a habitable condition but the state law relies entirely upon private enforcement in court and low-income residents have very little access to legal representation to enforce their rights. Thus, the adoption of a housing inspection program to enforce residential rental maintenance standards would both alleviate potentially severe public health problems and affirmatively further fair housing.</p> <p>The neighboring jurisdictions of Portland and Gresham have adopted similar residential property maintenance codes to assure rental housing is healthy and safe for low-income renters.</p> | | | | |

APPENDIX A - MAPS



Concentrations of Minority and Low Income Populations in Northwest Clackamas County

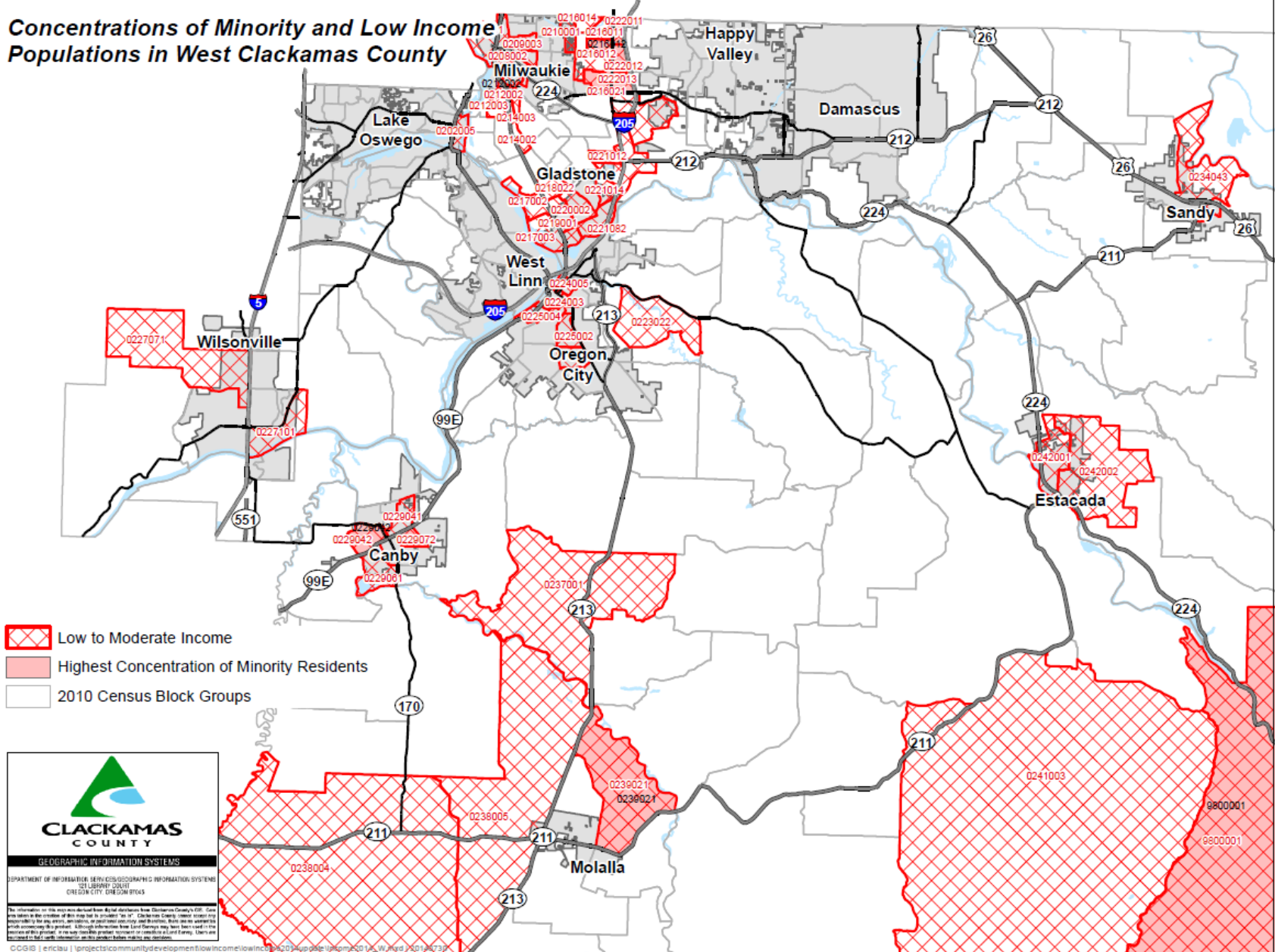
-  Low to Moderate Income
-  Highest Concentration of Minority Residents
-  2010 Census Block Groups

CLACKAMAS COUNTY
 GEOGRAPHIC INFORMATION SYSTEMS
 DEPARTMENT OF INFORMATION SERVICES/GEOGRAPHIC INFORMATION SYSTEMS
 221 GORBY COURT
 OREGON CITY, OREGON 97046

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Concentrations of Minority and Low Income Populations in West Clackamas County



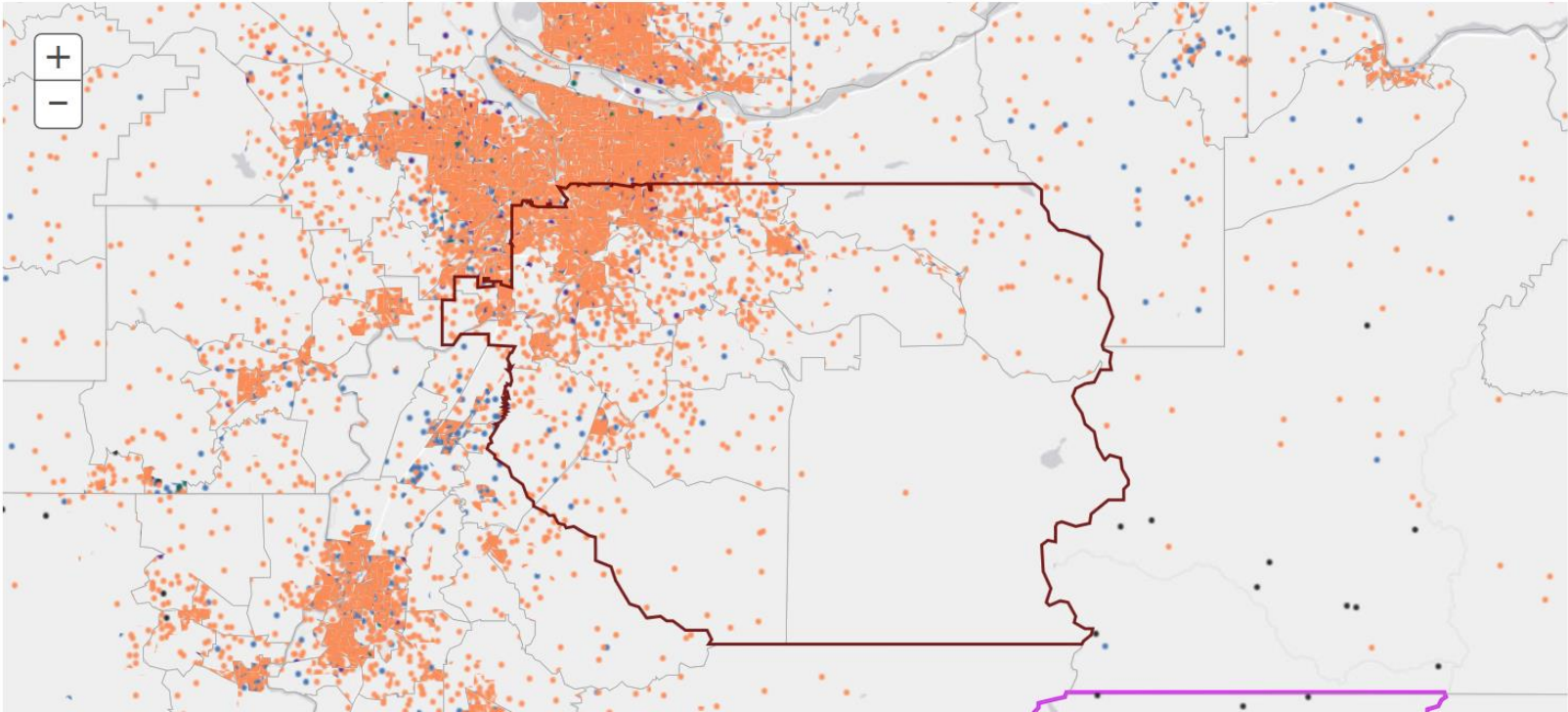
CLACKAMAS COUNTY
 GEOGRAPHIC INFORMATION SYSTEMS
 DEPARTMENT OF INFORMATION SERVICES/GEOGRAPHIC INFORMATION SYSTEMS
 211 LIBRARY COURT
 OREGON CITY, OREGON 97003

The information on this map was derived from the 2010 decennial census. Clackamas County, Oregon. Data was taken in the summer of 2010 and is provided "as is". Clackamas County, Oregon reserves the right to modify the map, or portions of the map, and its content, without notice or liability. Clackamas County, Oregon is not responsible for any errors or omissions, or for any consequences arising from the use of the information on this map. Clackamas County, Oregon is not responsible for any damages, including consequential damages, arising from the use of the information on this map. Clackamas County, Oregon is not responsible for any damages, including consequential damages, arising from the use of the information on this map. Clackamas County, Oregon is not responsible for any damages, including consequential damages, arising from the use of the information on this map.

Map 1 - Race/Ethnicity (Race/Ethnicity)

Current race/ethnicity dot density map for Jurisdiction and Region with R/ECAPs

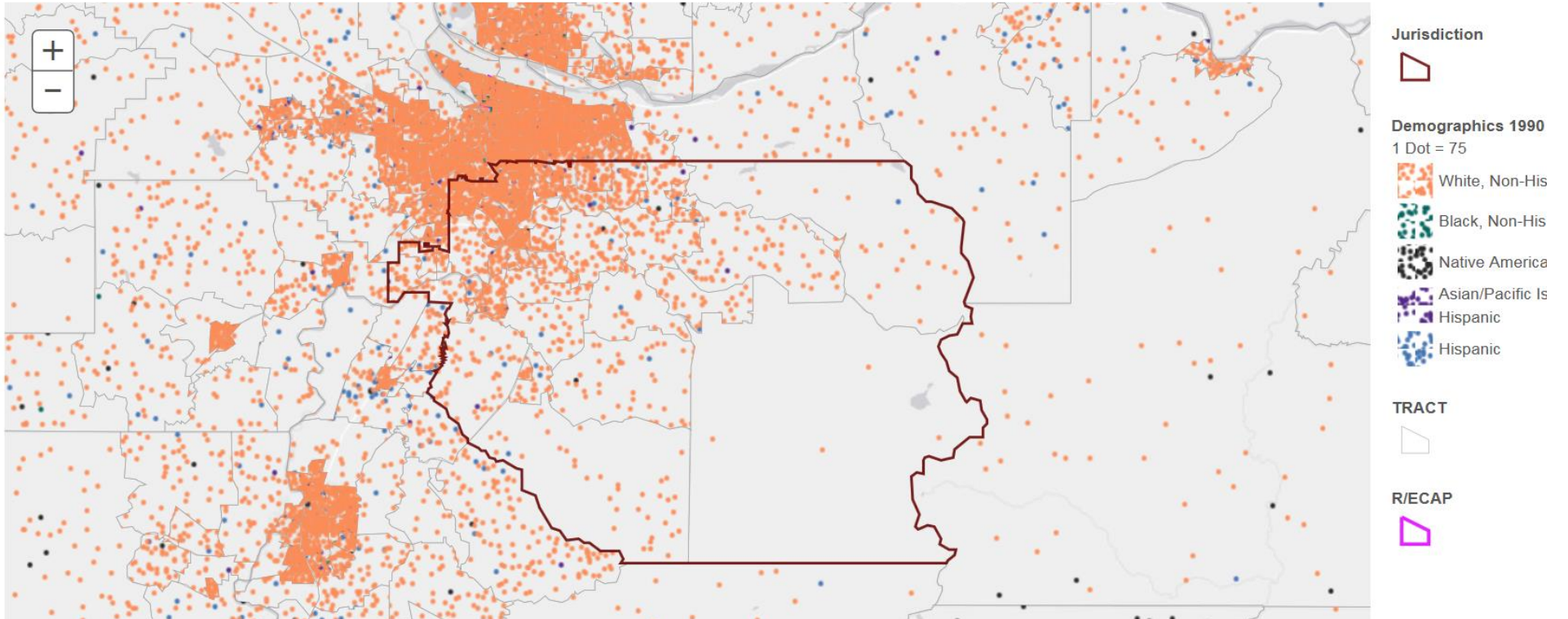
Clackamas County, OR (419005) Jurisdiction



Map 2 - Race/Ethnicity Trends (Race/Ethnicity Trends, 1990)

Past race/ethnicity dot density map for Jurisdiction and Region with R/ECAPs

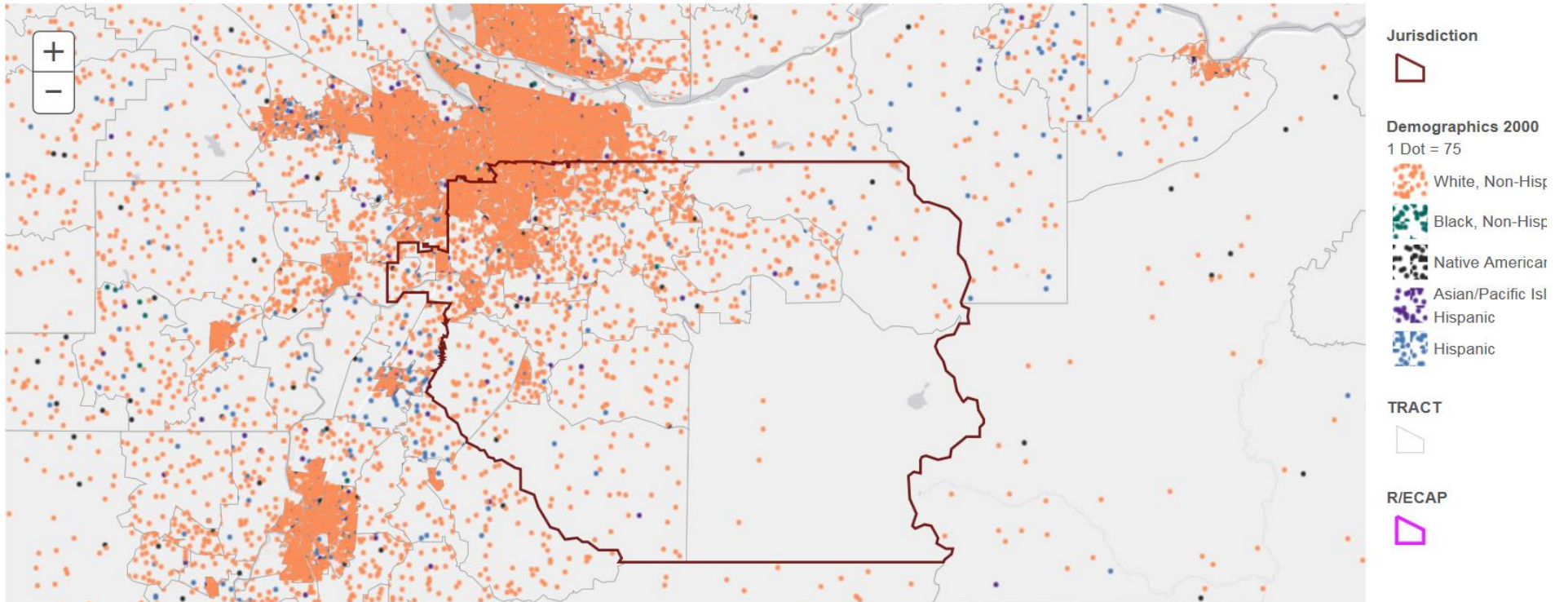
Clackamas County, OR (419005) Jurisdiction



Map 2 - Race/Ethnicity Trends (Race/Ethnicity Trends, 2000)

Past race/ethnicity dot density map for Jurisdiction and Region with R/ECAPs

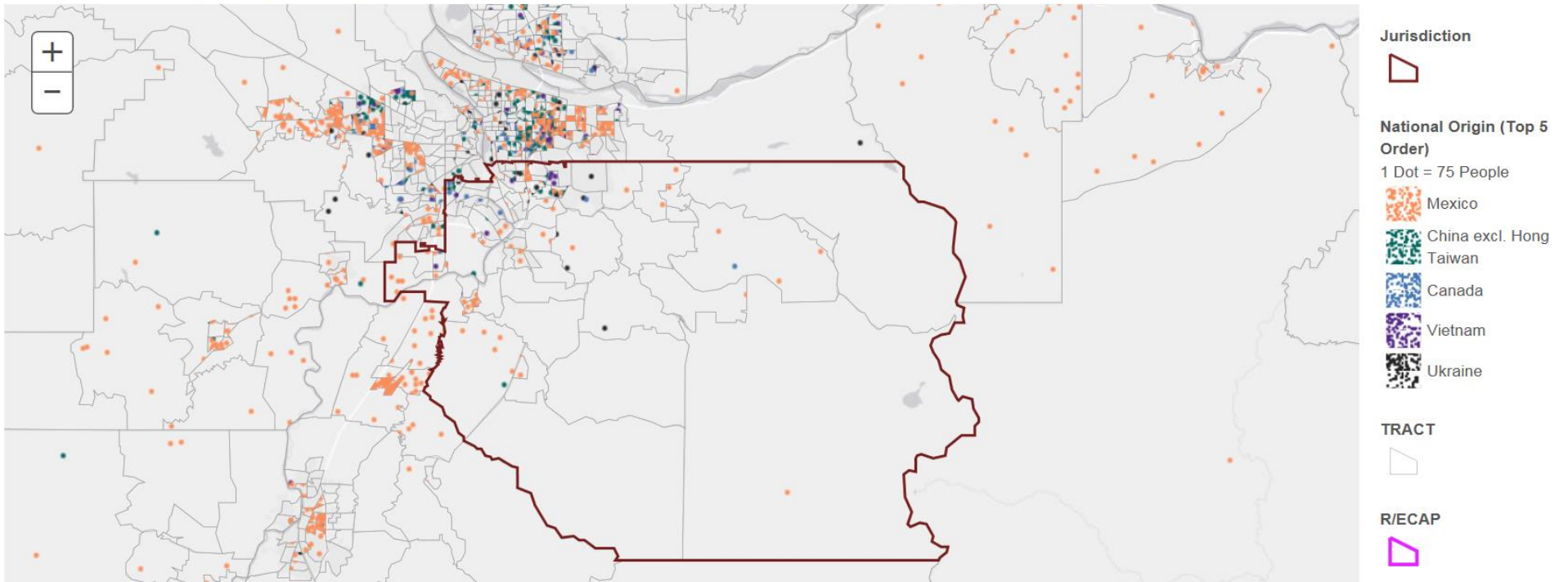
Clackamas County, OR (419005) Jurisdiction



Map 3 - National Origin (National Origin)

Current national origin (5 most populous) dot density map for Jurisdiction and Region with R/ECAPs

Clackamas County, OR (419005) Jurisdiction

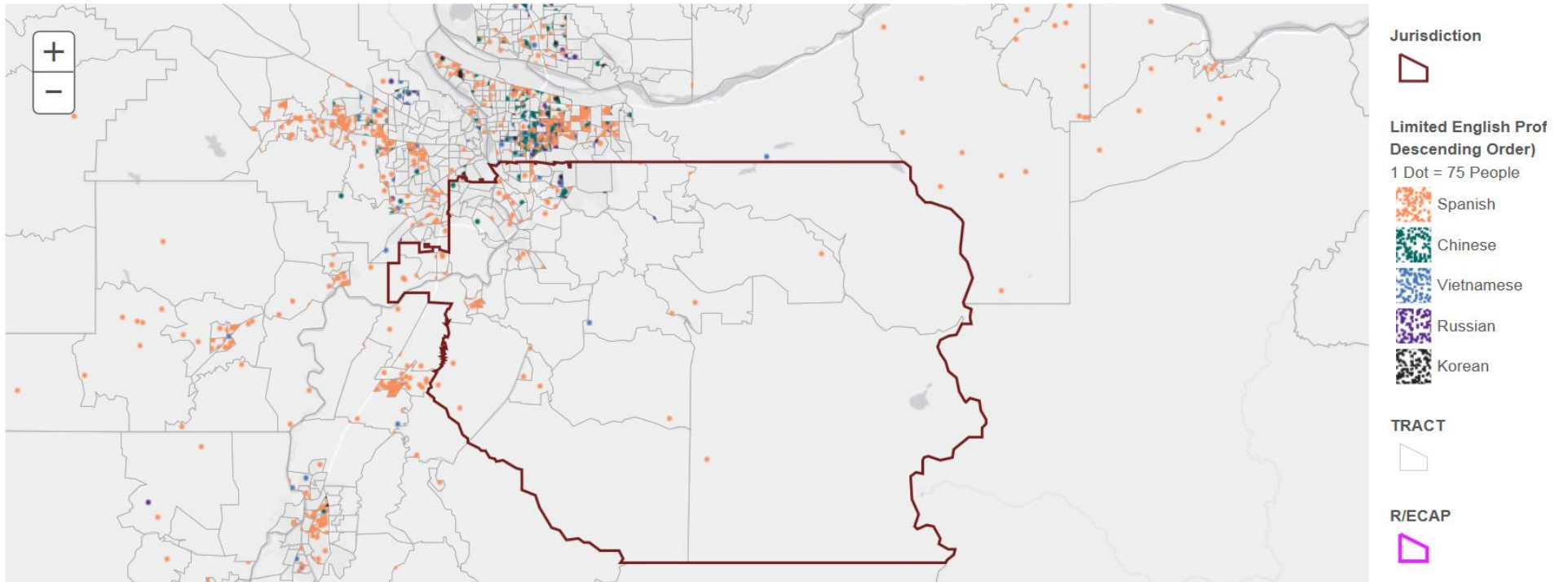


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Map 4 - LEP (Limited English Proficiency)

LEP persons (5 most commonly used languages) for Jurisdiction and Region with R/ECAPs

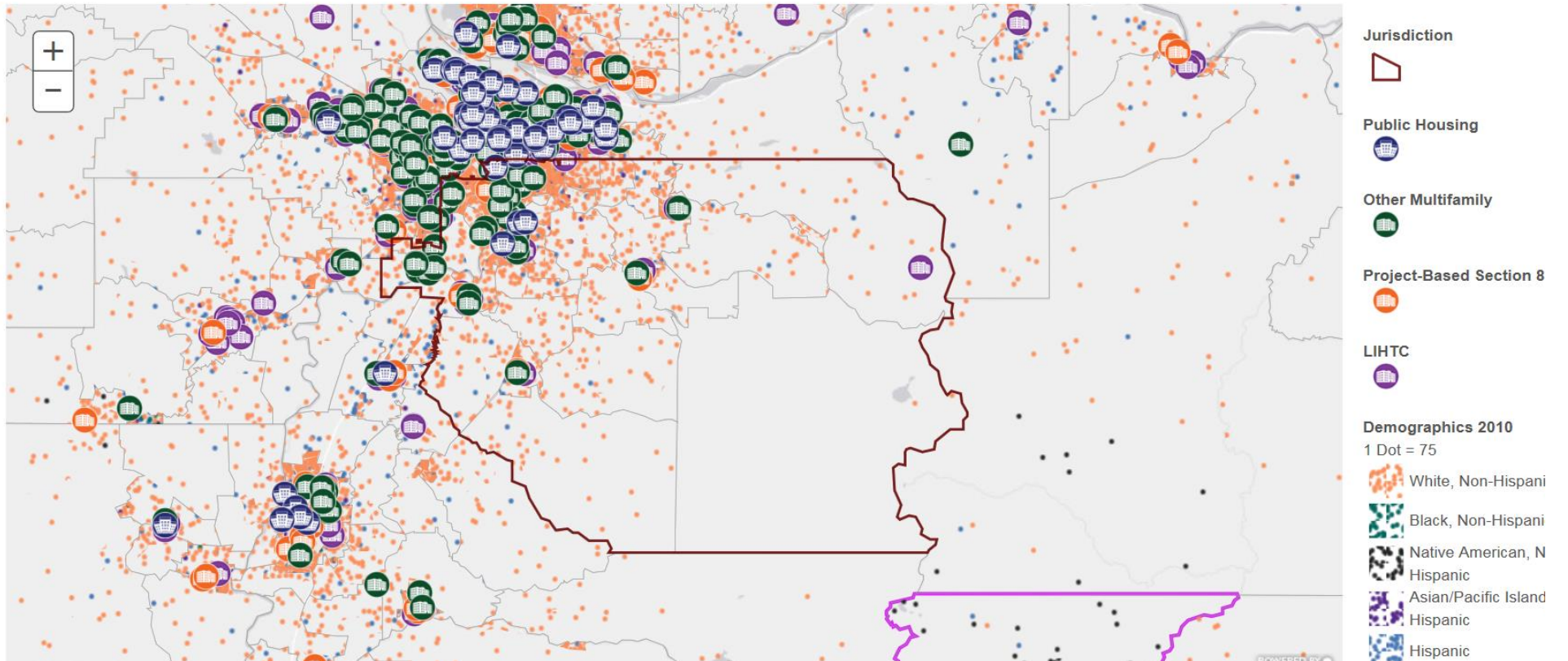
Clackamas County, OR (419005) Jurisdiction



In Clackamas County in 2010 LEP is 4.54% of the population, LEP the Metro Portland Region (CBSA) is 7.23% of the population.

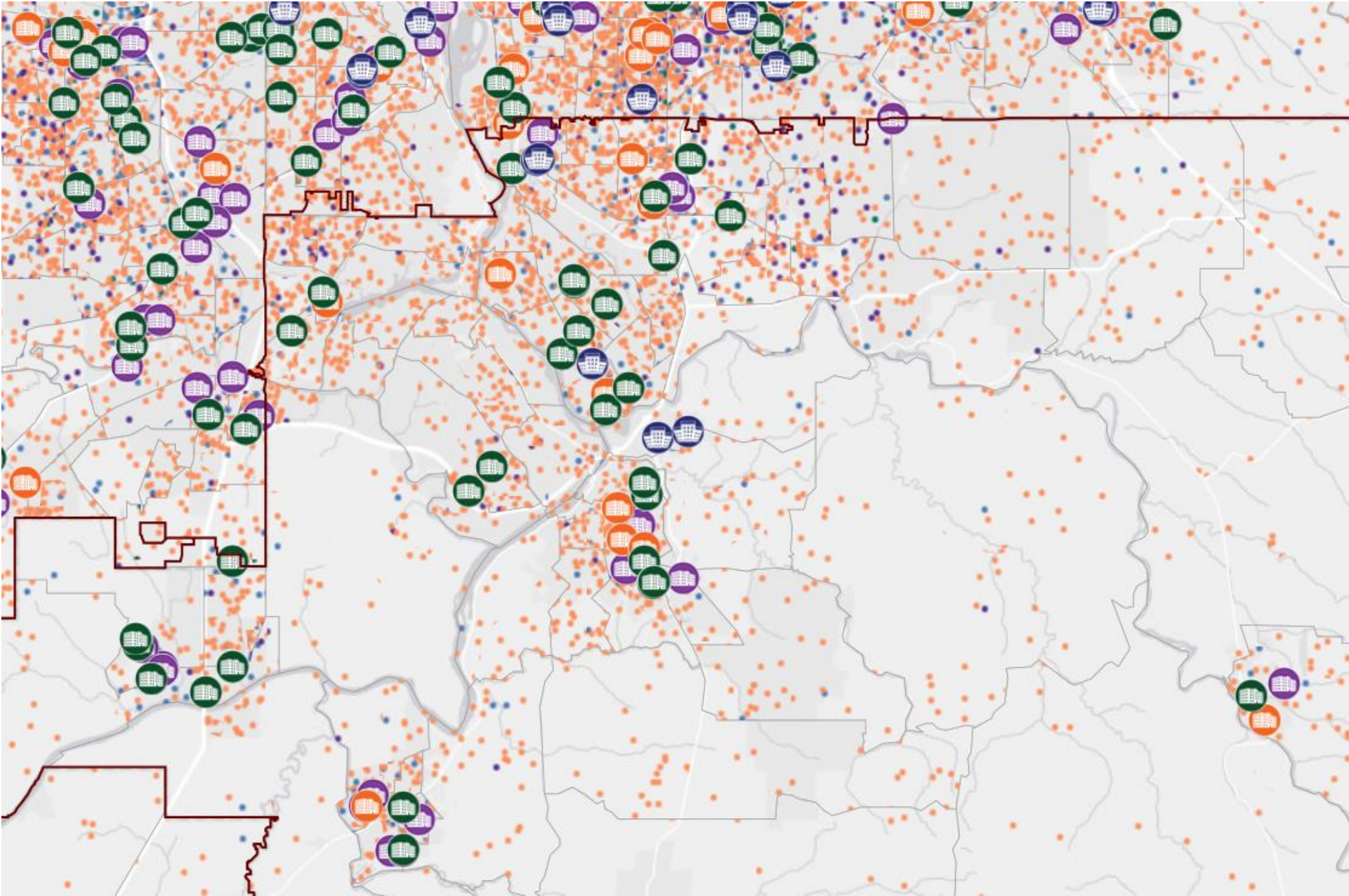
Map 5 - Publicly Supported Housing and Race/Ethnicity (Publicly Supported Housing and Race/Eth

Public Housing, Project-Based Section 8, Other Multifamily, and LIHTC locations mapped with race/ethnicity dot density map with R/ECAPs, distinguishing categories of publicly supported housing in Clackamas County, OR (419005) Jurisdiction



Locations of publicly supported housing throughout the region.

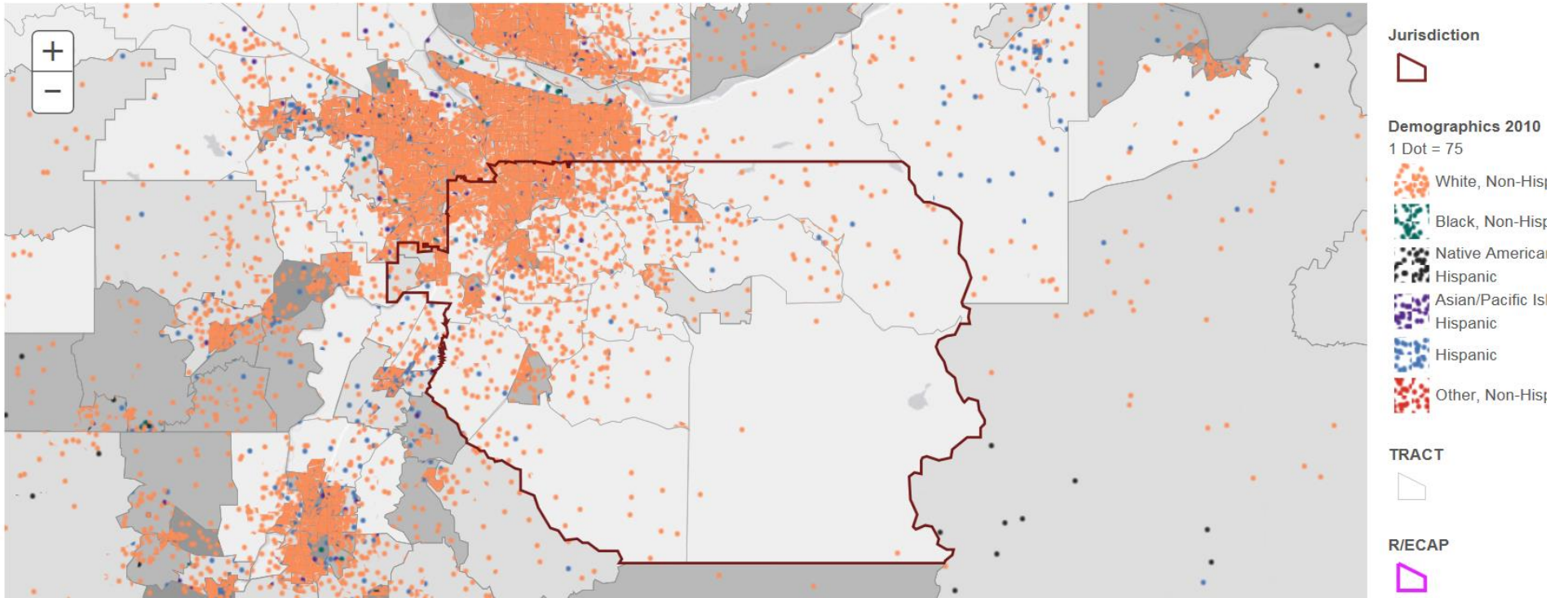
MAP 5 Zoom – Clackamas County - Northwest County



Map 6 - Housing Choice Vouchers and Race/Ethnicity (Housing Choice Vouchers and Race/Ethn

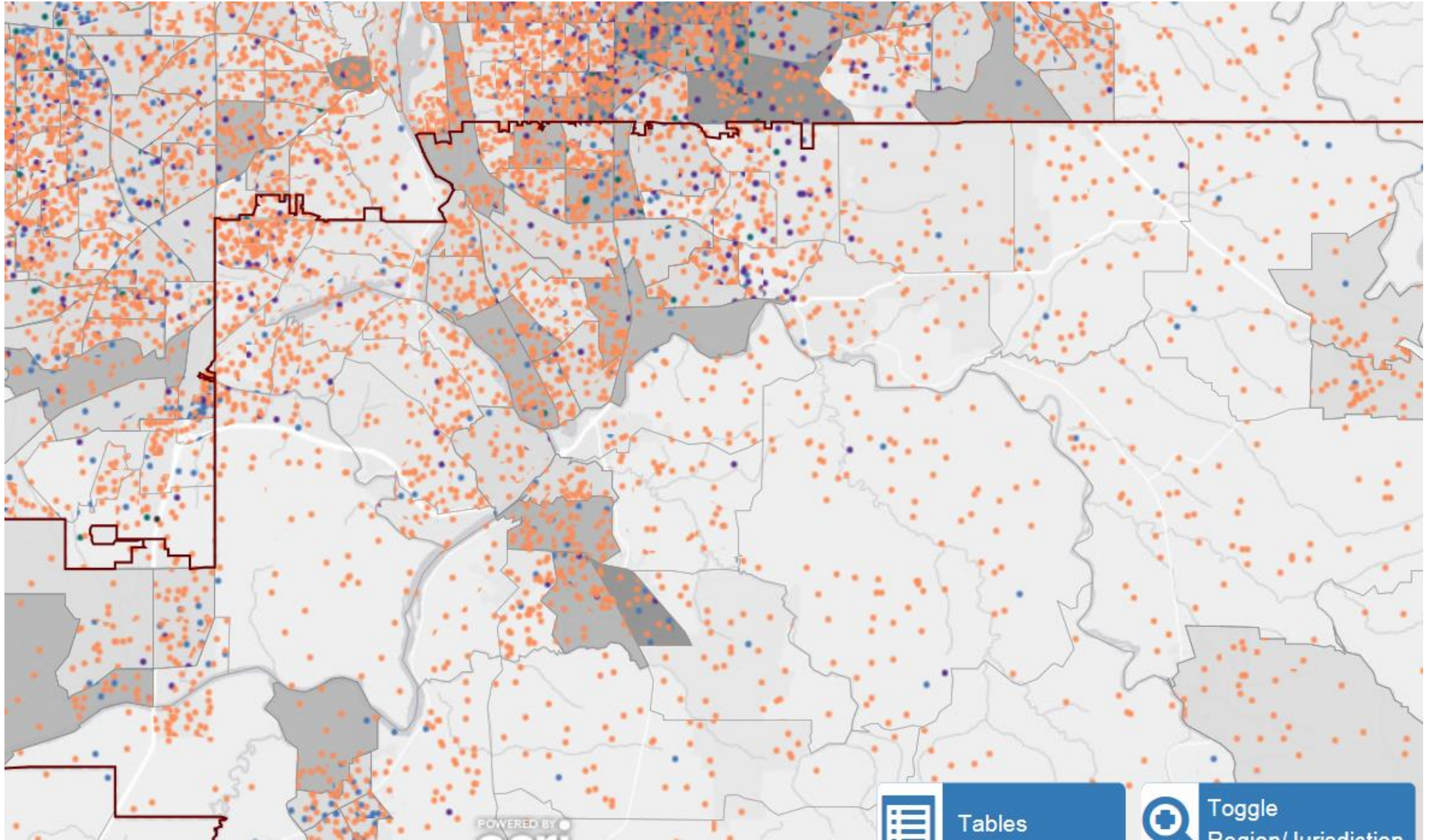
Housing Choice Voucher map with race/ethnicity dot density map and R/ECAPs

Clackamas County, OR (419005) Jurisdiction



Darker areas have higher concentrations of Voucher Units

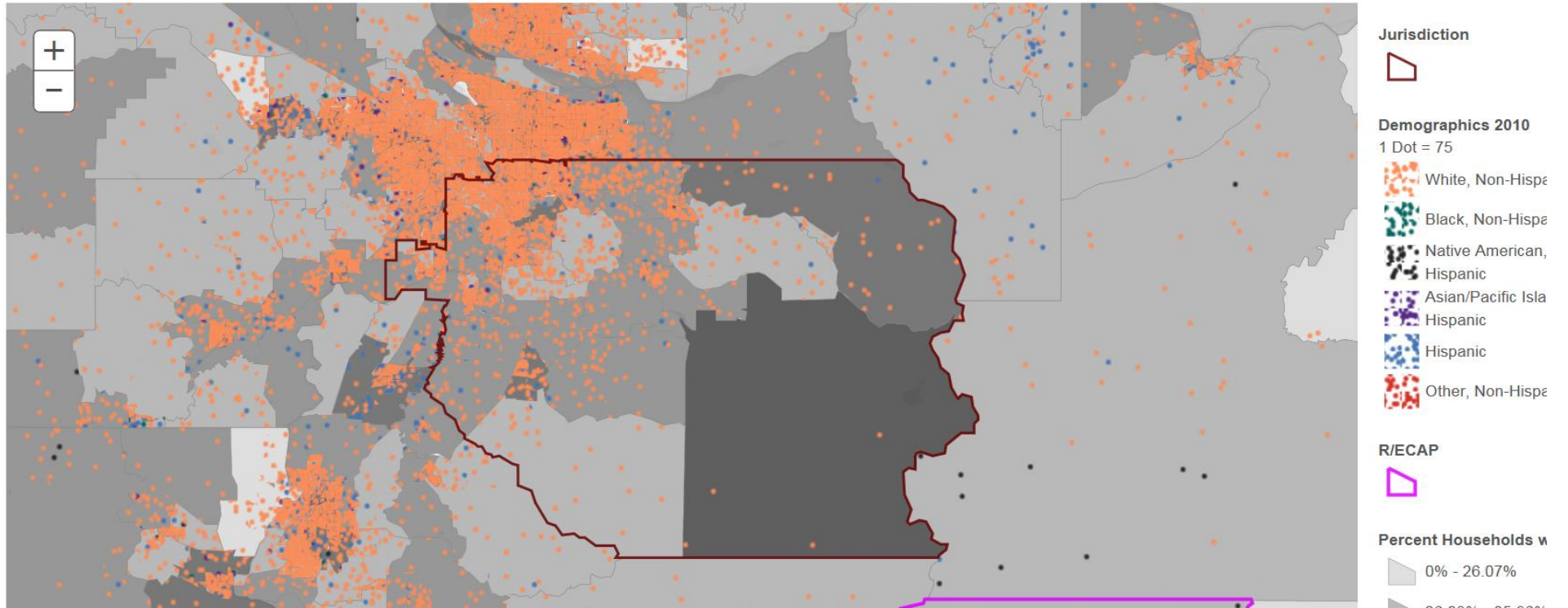
Map 6 ZOOM – Clackamas County Northwest County



Map 7 - Housing Burden and Race/Ethnicity (Housing Burden and Race/Ethnicity)

Households experiencing one or more housing burdens in Jurisdiction and Region with R/ECAPs and race/ethnicity dot density

Clackamas County, OR (419005) Jurisdiction



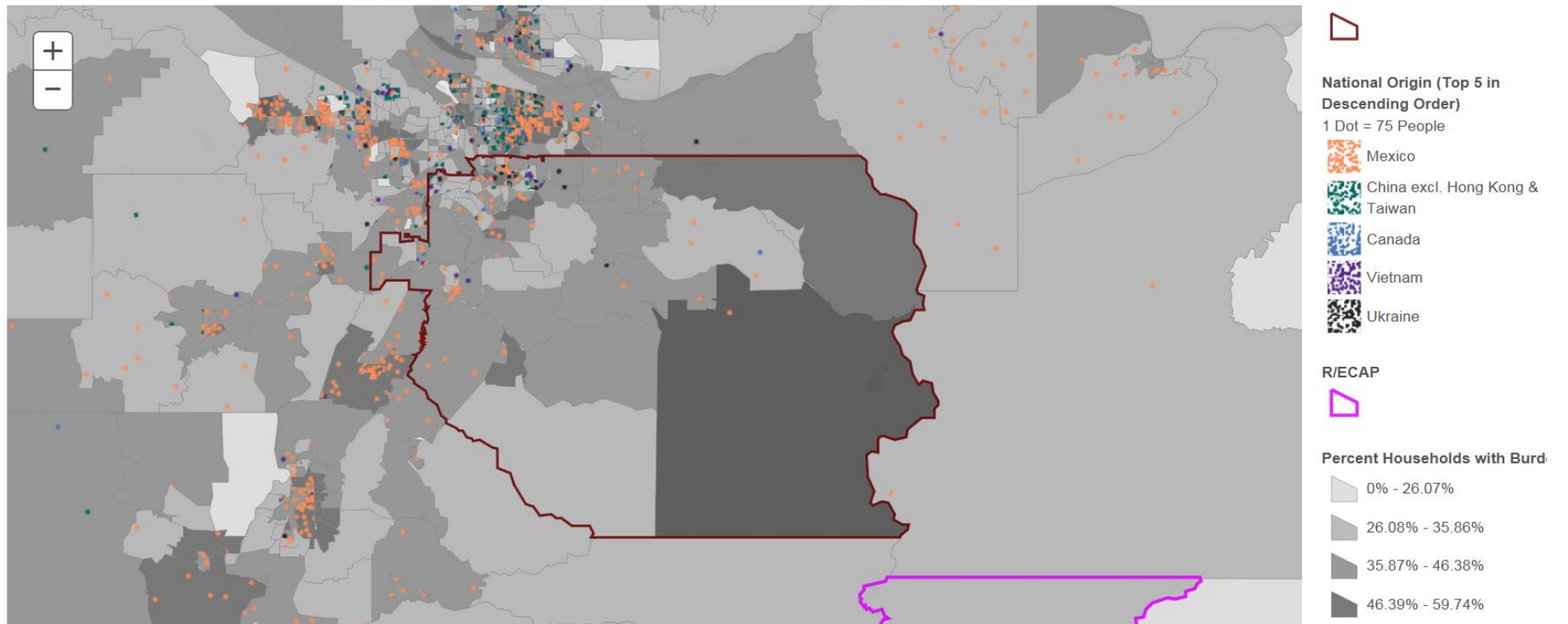
Darker shaded areas have higher percentages of households with housing burdens.

Lighter areas have less housing burdens

Map 8 - Housing Burden and National Origin (Housing Burden and National Origin)

Households experiencing one or more housing burdens in Jurisdiction and Region with R/ECAPs and national origin dot density

Clackamas County, OR (419005) Jurisdiction

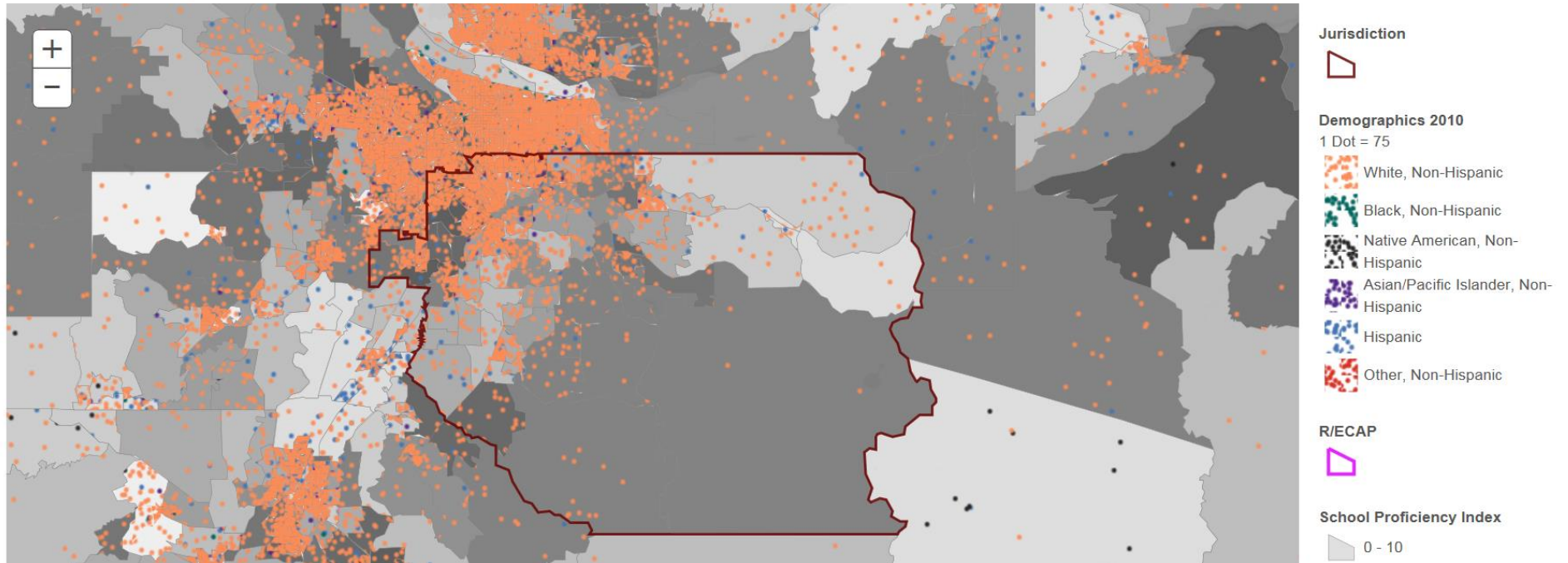


The darker shaded areas have higher housing burdens

Map 9 - Demographics and School Proficiency (School Proficiency and Race/Ethnicity)

School Proficiency Index for Jurisdiction and Region with race/ethnicity, national origin, family status, and R/ECAPs

Clackamas County, OR (419005) Jurisdiction



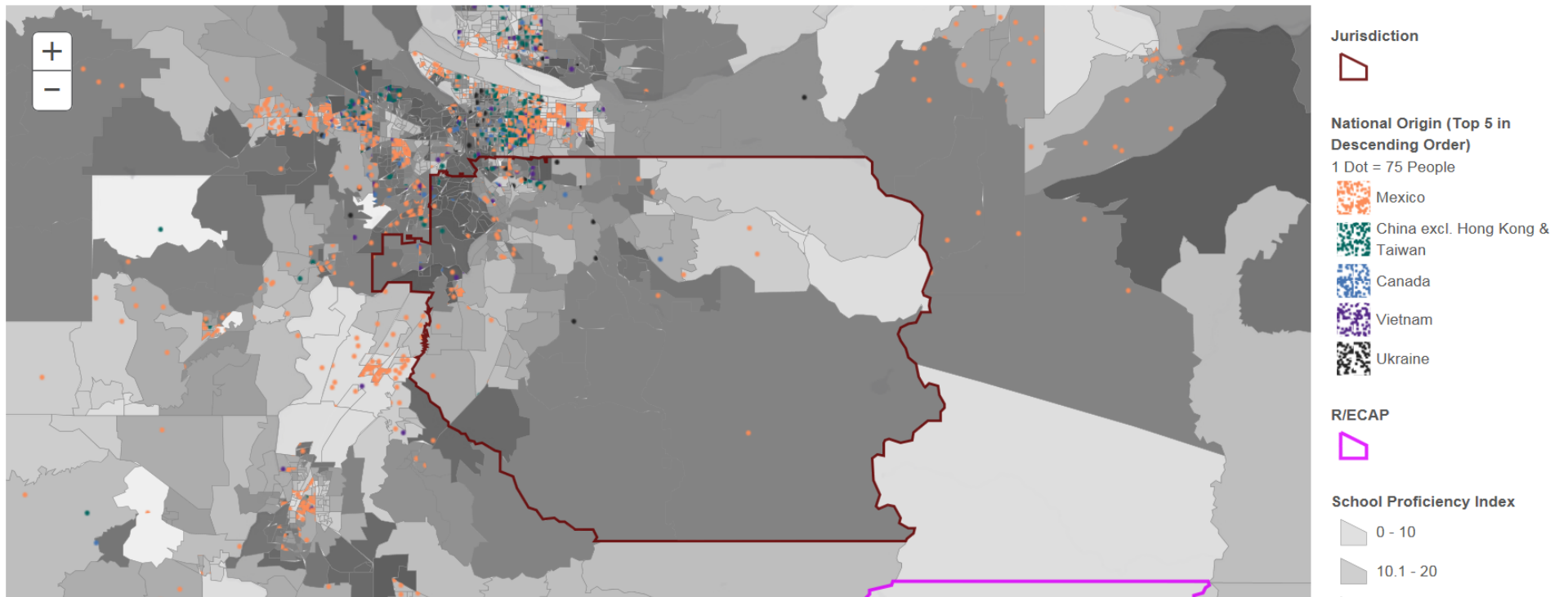
Darker areas have higher school proficiency

School proficiency is based on testing of 4th grade students

Map 9 - Demographics and School Proficiency (School Proficiency and National Origin)

School Proficiency Index for Jurisdiction and Region with race/ethnicity, national origin, family status, and R/ECAPs

Clackamas County, OR (419005) Jurisdiction



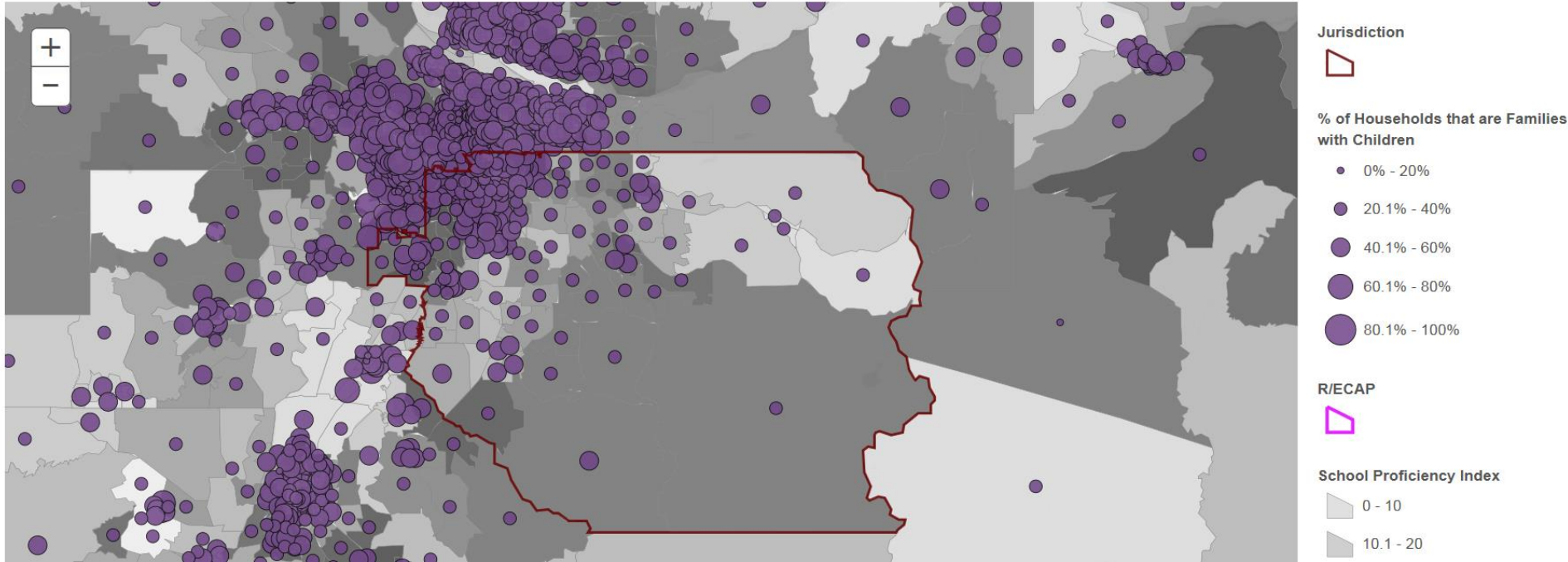
Darker areas have more proficient schools. Lighter areas have less proficient schools.

School proficiency is based on testing of 4th grade students

Map 9 - Demographics and School Proficiency (School Proficiency and Family Status)

School Proficiency Index for Jurisdiction and Region with race/ethnicity, national origin, family status, and R/ECAPs

Clackamas County, OR (419005) Jurisdiction



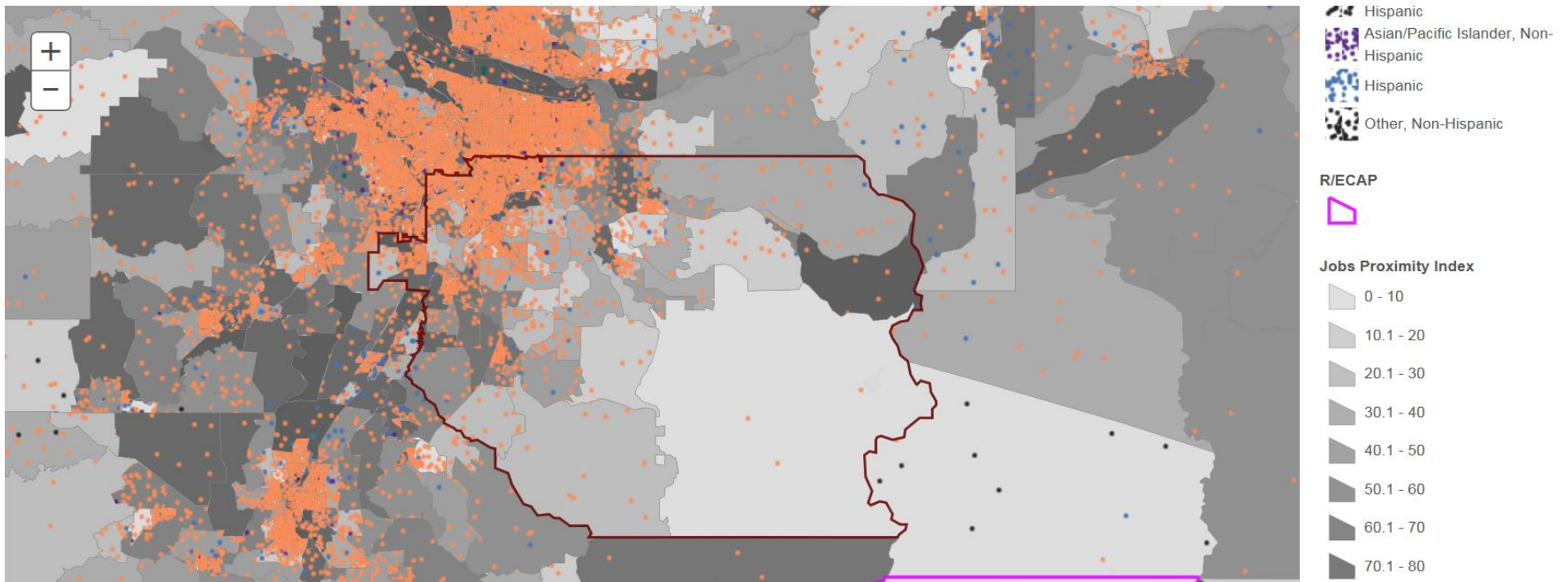
Darker areas have better school proficiency

School proficiency is based on testing of 4th grade students

Map 10 - Demographics and Job Proximity (Job Proximity and Race/Ethnicity)

Jobs Proximity Index for Jurisdiction and Region with race/ethnicity, national origin, family status and R/ECAPs

Clackamas County, OR (419005) Jurisdiction



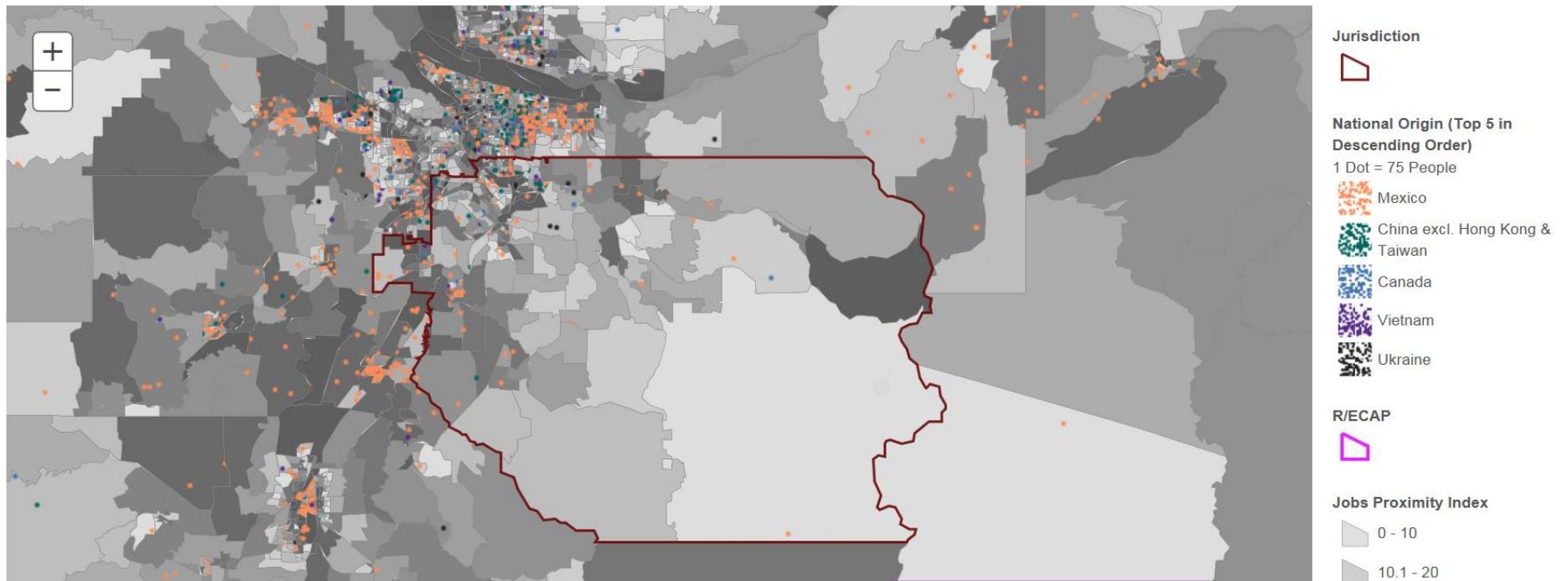
Darker areas have greater market engagement (closer proximity to jobs). Lighter areas have lower market engagement.

Market engagement is proximity to all job locations in the CBSA

Map 10 - Demographics and Job Proximity (Job Proximity and National Origin)

Jobs Proximity Index for Jurisdiction and Region with race/ethnicity, national origin, family status and R/ECAPs

Clackamas County, OR (419005) Jurisdiction



Darker areas have greater market engagement (closer proximity to jobs).

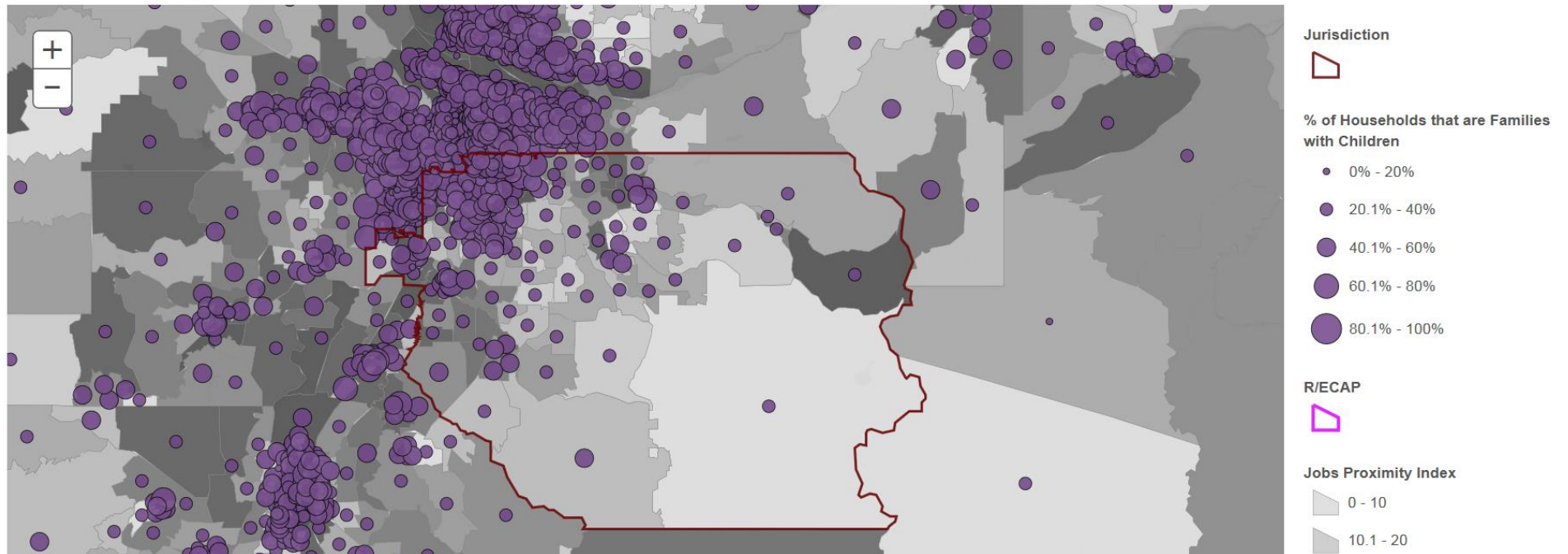
Lighter areas have lower market engagement.

Market engagement is proximity to all job locations in the CBSA

Map 10 - Demographics and Job Proximity (Job Proximity and Family Status)

Jobs Proximity Index for Jurisdiction and Region with race/ethnicity, national origin, family status and R/ECAPs

Clackamas County, OR (419005) Jurisdiction



Darker areas have greater market engagement (closer proximity to jobs).

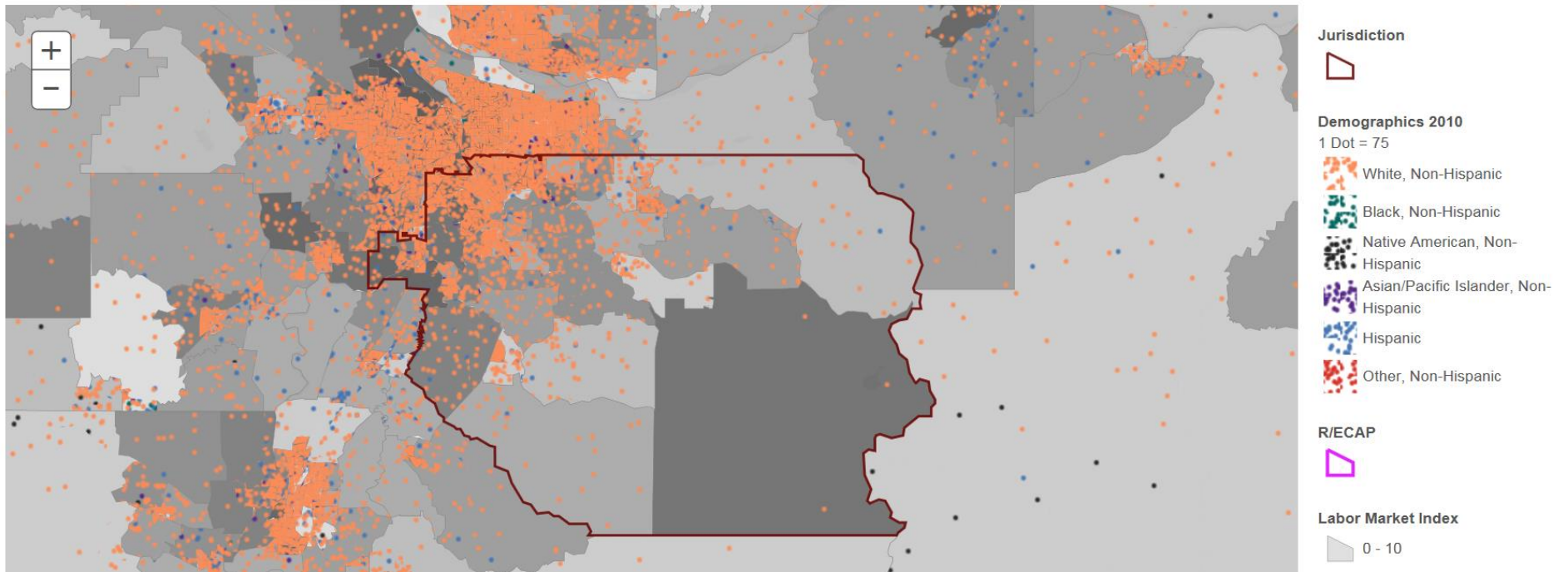
Lighter areas have lower market engagement.

Market engagement is proximity to all job locations in the CBSA

Map 11 - Demographics and Labor Market (Labor Market and Race/Ethnicity)

Labor Engagement Index with race/ethnicity, national origin, family status and R/ECAPs

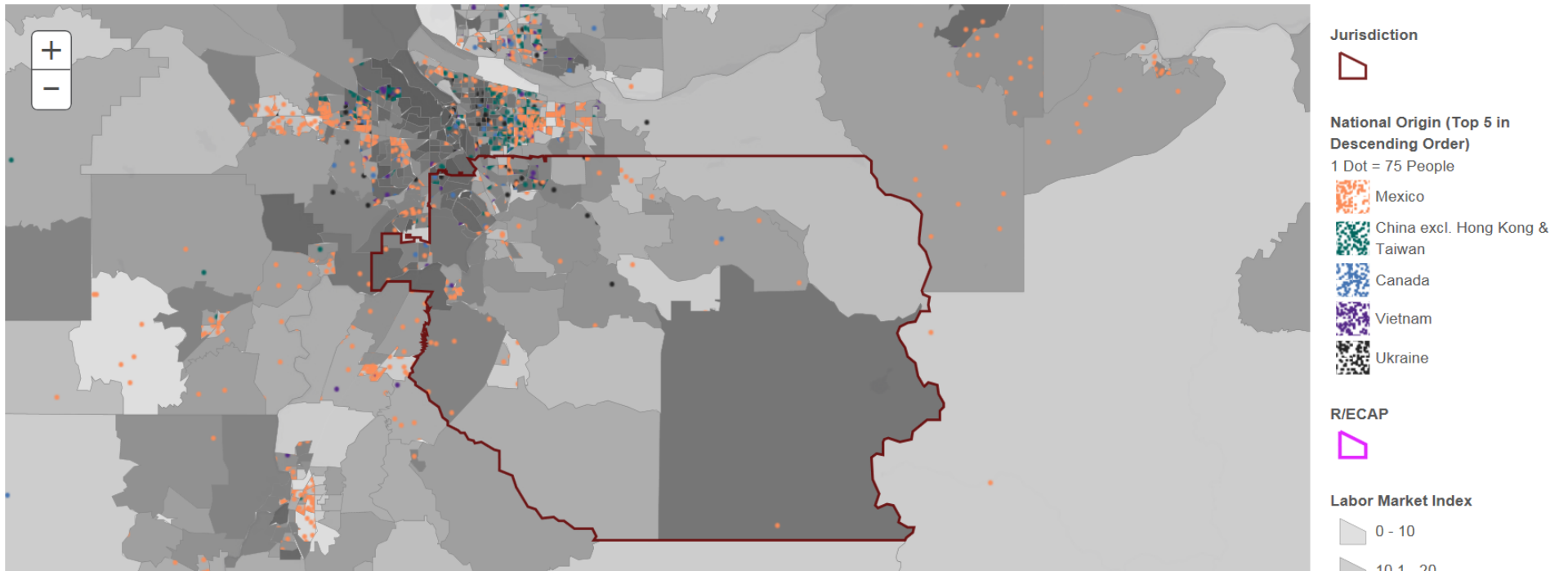
Clackamas County, OR (419005) Jurisdiction



Map 11 - Demographics and Labor Market (Labor Market and National Origin)

Labor Engagement Index with race/ethnicity, national origin, family status and R/ECAPs

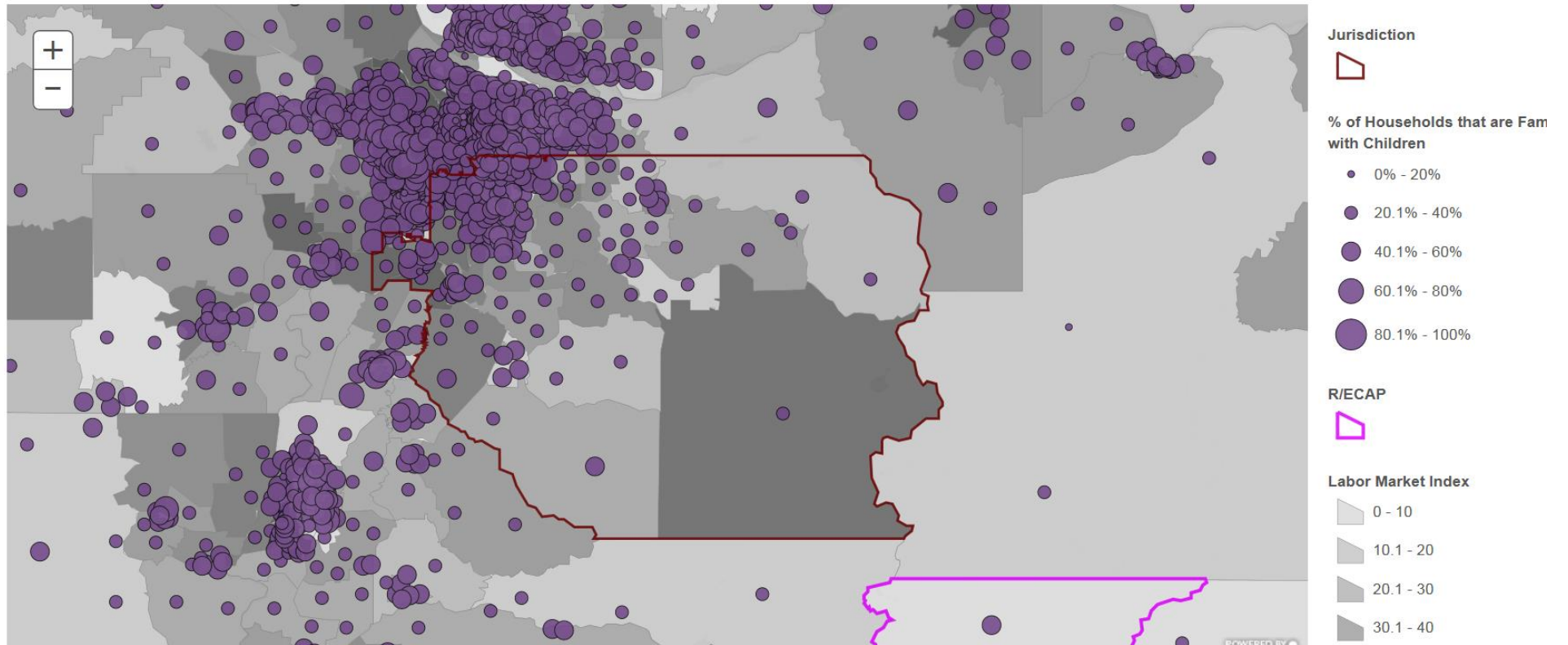
Clackamas County, OR (419005) Jurisdiction



Map 11 - Demographics and Labor Market (Labor Market and Family Status)

Labor Engagement Index with race/ethnicity, national origin, family status and R/ECAPs

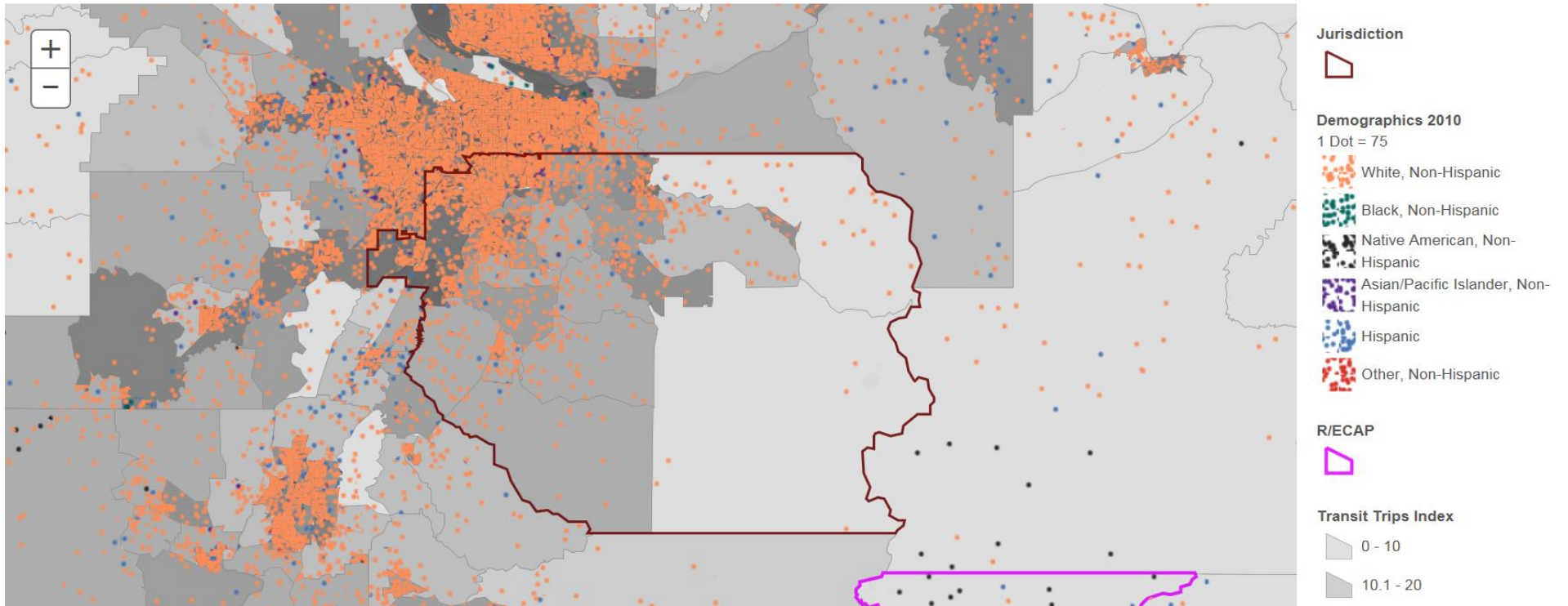
Clackamas County, OR (419005) Jurisdiction



Map 12 - Demographics and Transit Trips (Transit Trips and Race/Ethnicity)

Transit Trips Index for Jurisdiction and Region with race/ethnicity, national origin, family status and R/ECAPs

Clackamas County, OR (419005) Jurisdiction

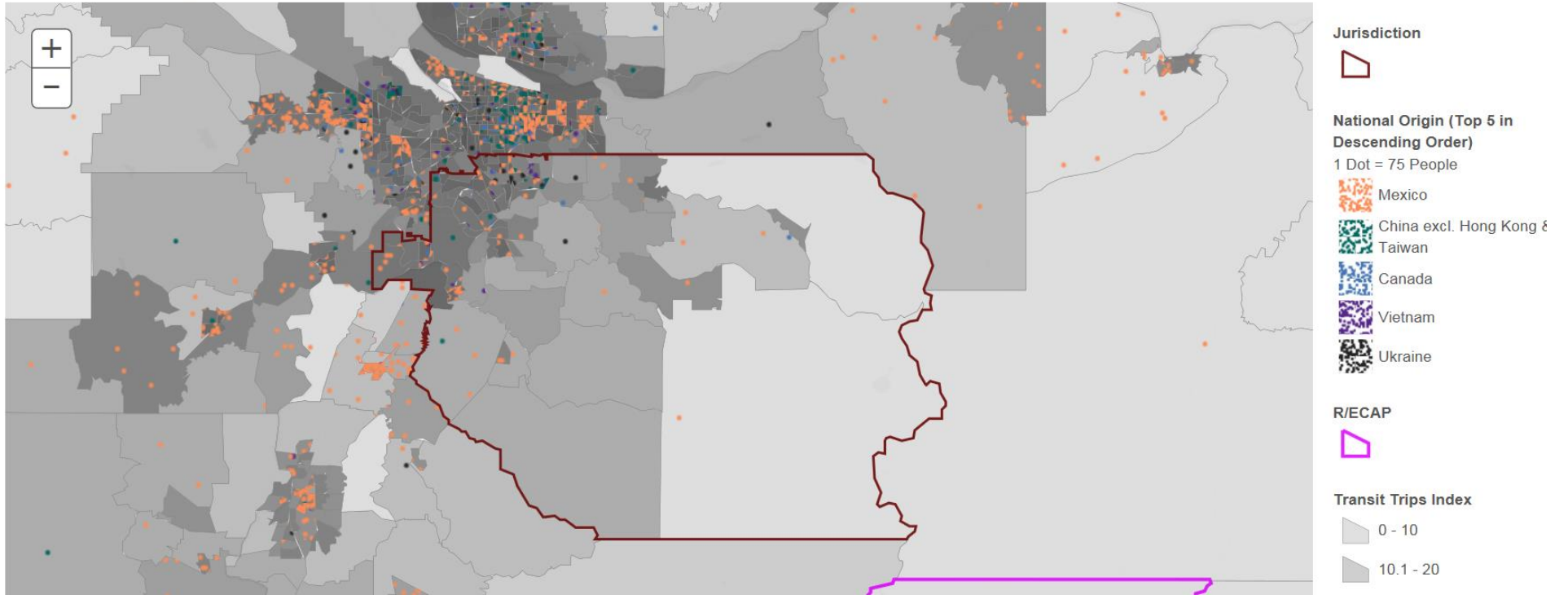


Darker areas have greater access to transit

Map 12 - Demographics and Transit Trips (Transit Trips and National Origin)

Transit Trips Index for Jurisdiction and Region with race/ethnicity, national origin, family status and R/ECAPs

Clackamas County, OR (419005) Jurisdiction

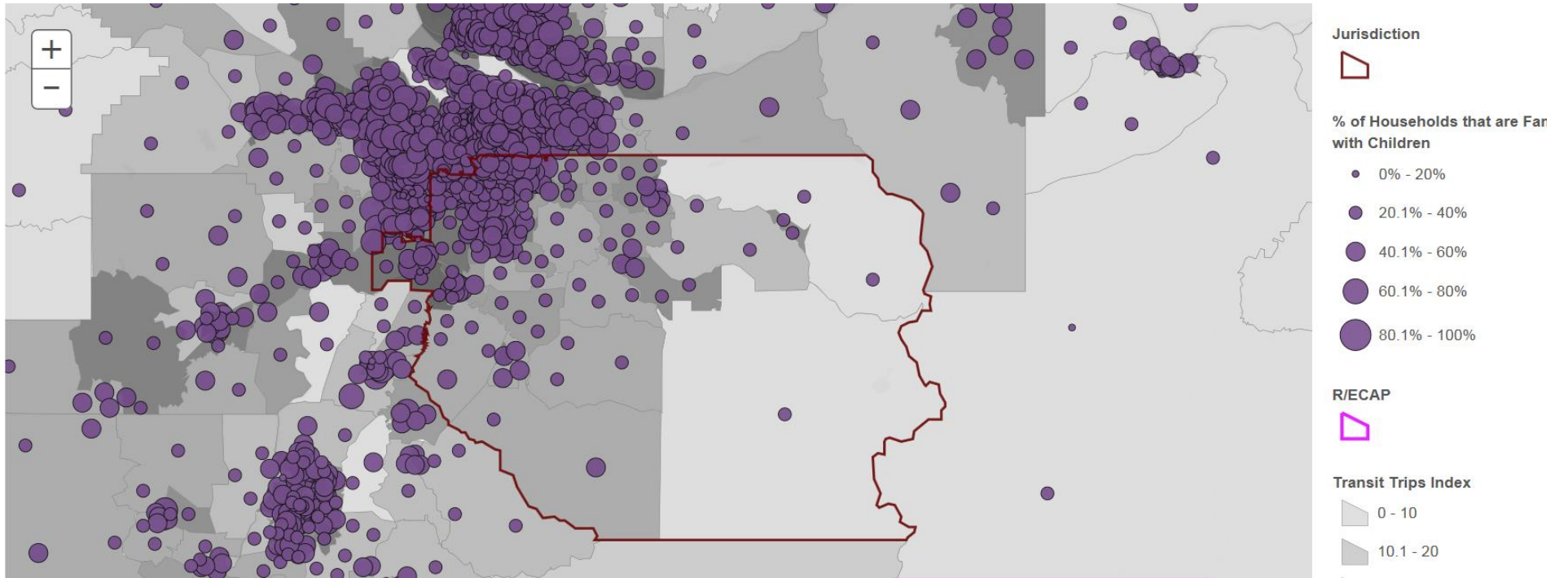


Darker areas have greater access to transit

Map 12 - Demographics and Transit Trips (Transit Trips and Family Status)

Transit Trips Index for Jurisdiction and Region with race/ethnicity, national origin, family status and R/ECAPs

Clackamas County, OR (419005) Jurisdiction

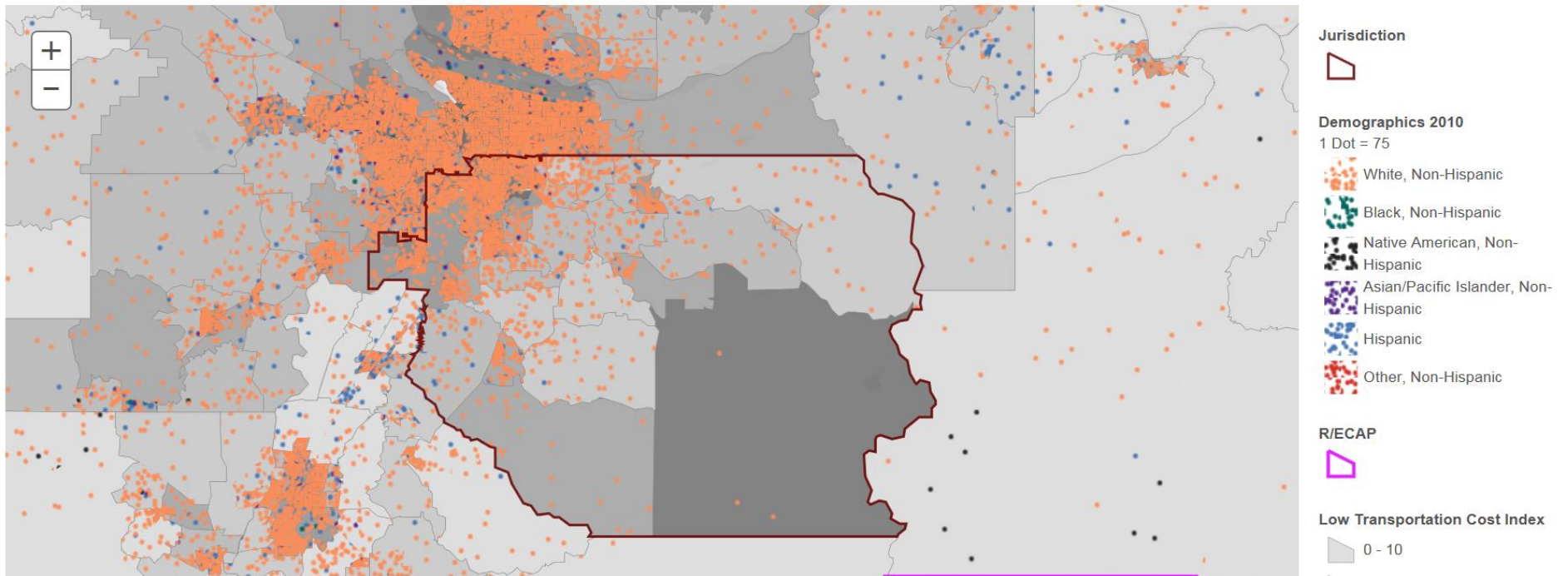


Darker areas have greater access to transit opportunities

Map 13 - Demographics and Low Transportation Cost (Low Transportation Cost and Race/Ethnicity)

Low Transportation Cost Index with race/ethnicity, national origin, family status and R/ECAPs

Clackamas County, OR (419005) Jurisdiction

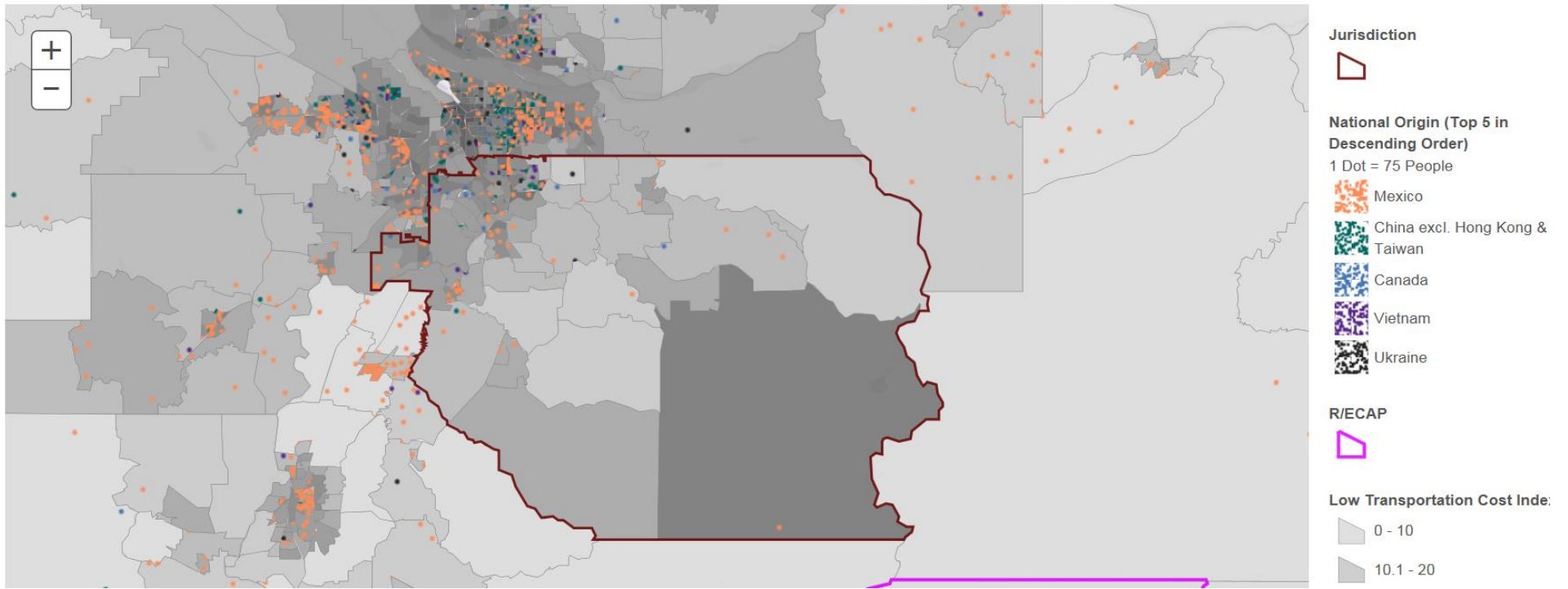


Darker shading indicates higher transportation costs

Map 13 - Demographics and Low Transportation Cost (Low Transportation Cost and National Origin)

Low Transportation Cost with race/ethnicity, national origin, family status and R/ECAPs

Clackamas County, OR (419005) Jurisdiction

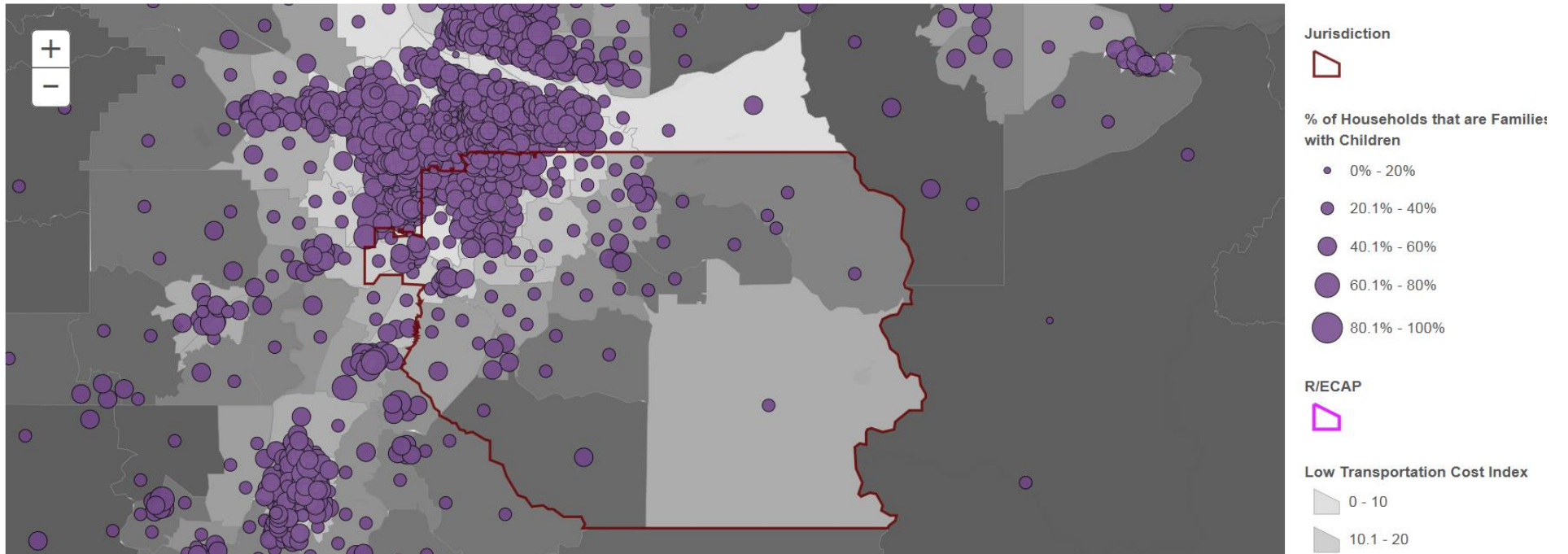


Darker shading indicates higher transportation costs

Map 13 - Demographics and Low Transportation Cost (Low Transportation Cost and Family Status)

Low Transportation Cost Index with race/ethnicity, national origin, family status and R/ECAPs

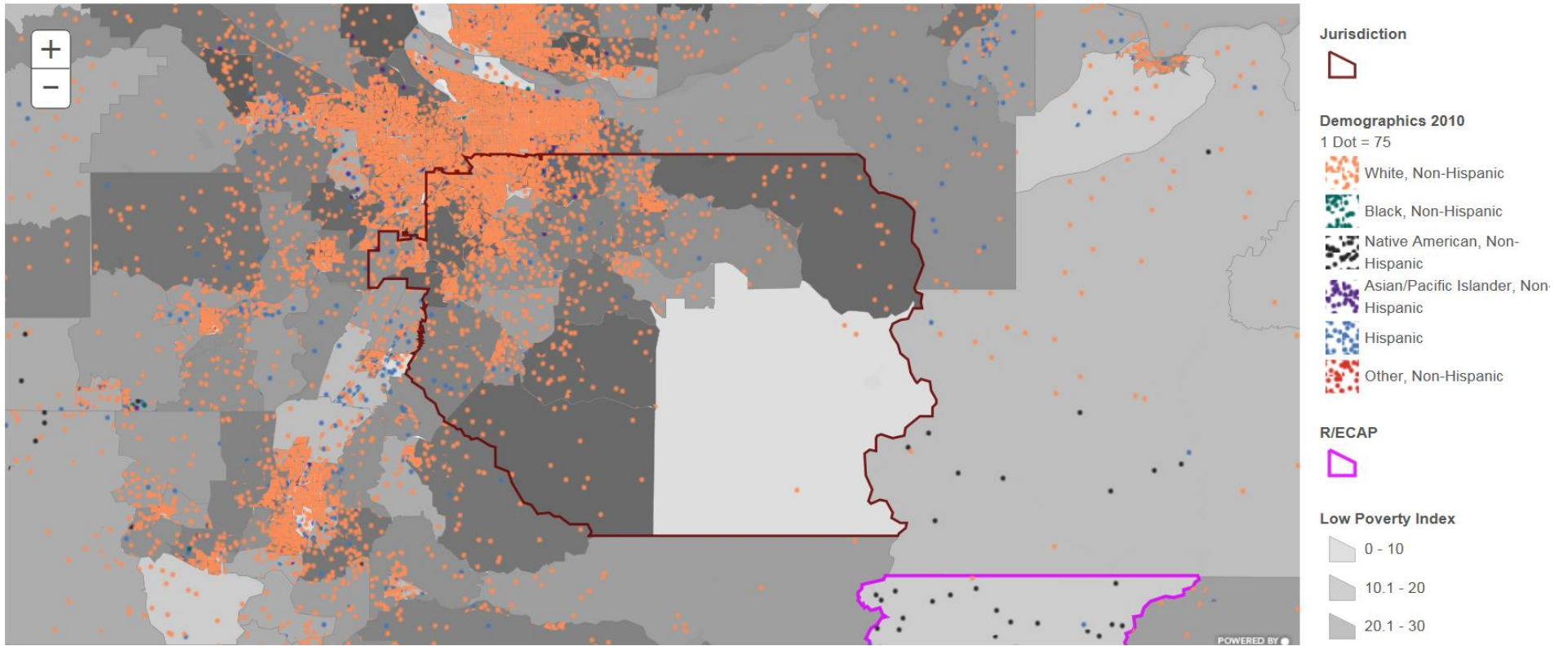
Clackamas County, OR (419005) Jurisdiction



Map 14 - Demographics and Poverty (Poverty and Race/Ethnicity)

Low Poverty Index with race/ethnicity, national origin, family status and R/ECAPs

Clackamas County, OR (419005) Jurisdiction

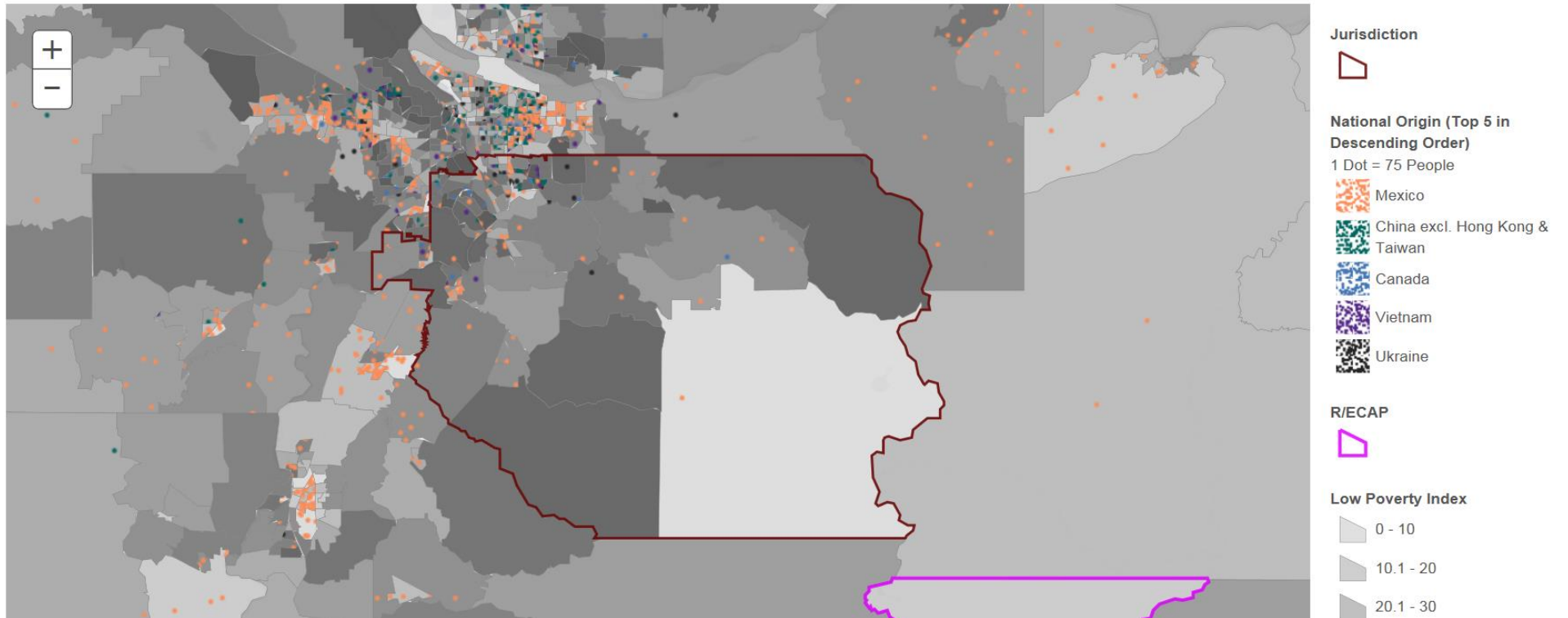


Darker areas indicate a higher likelihood of living in poverty

Map 14 - Demographics and Poverty (Poverty and National Origin)

Low Poverty Index with race/ethnicity, national origin, family status and R/ECAPs

Clackamas County, OR (419005) Jurisdiction

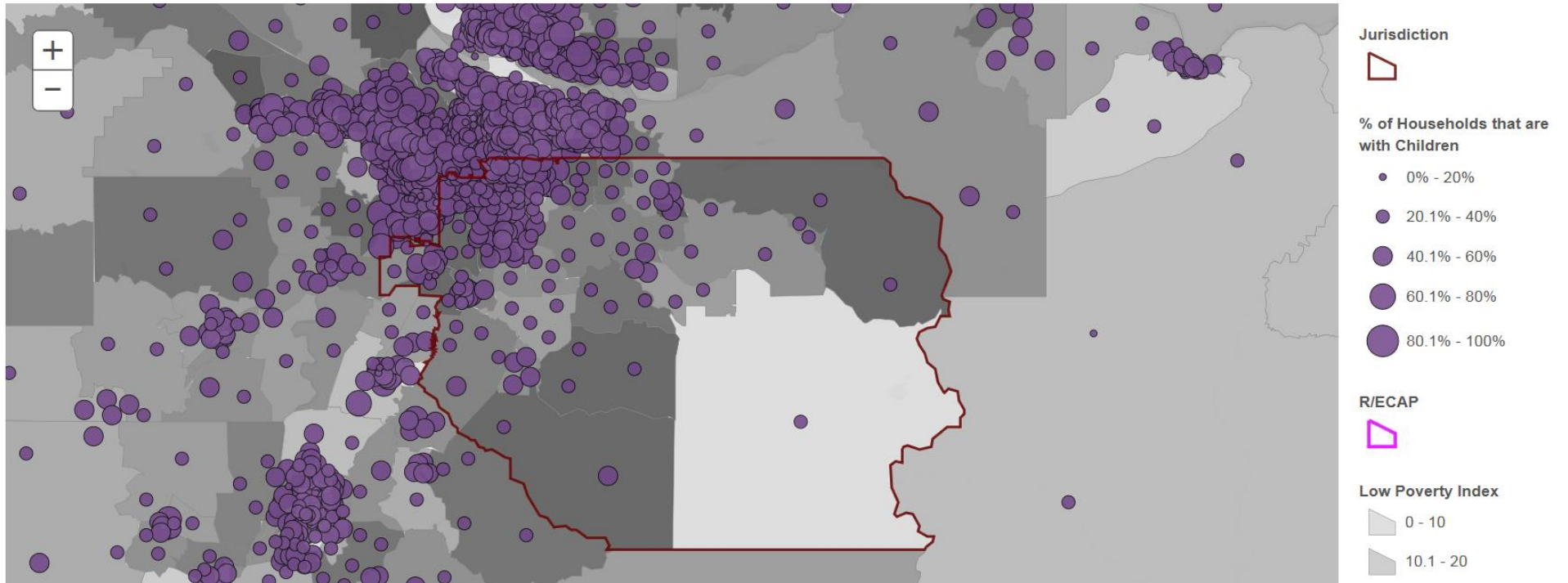


Darker areas indicate a higher likelihood of living in poverty

Map 14 - Demographics and Poverty (Poverty and Family Status)

Low Poverty Index with race/ethnicity, national origin, family status and R/ECAPs

Clackamas County, OR (419005) Jurisdiction

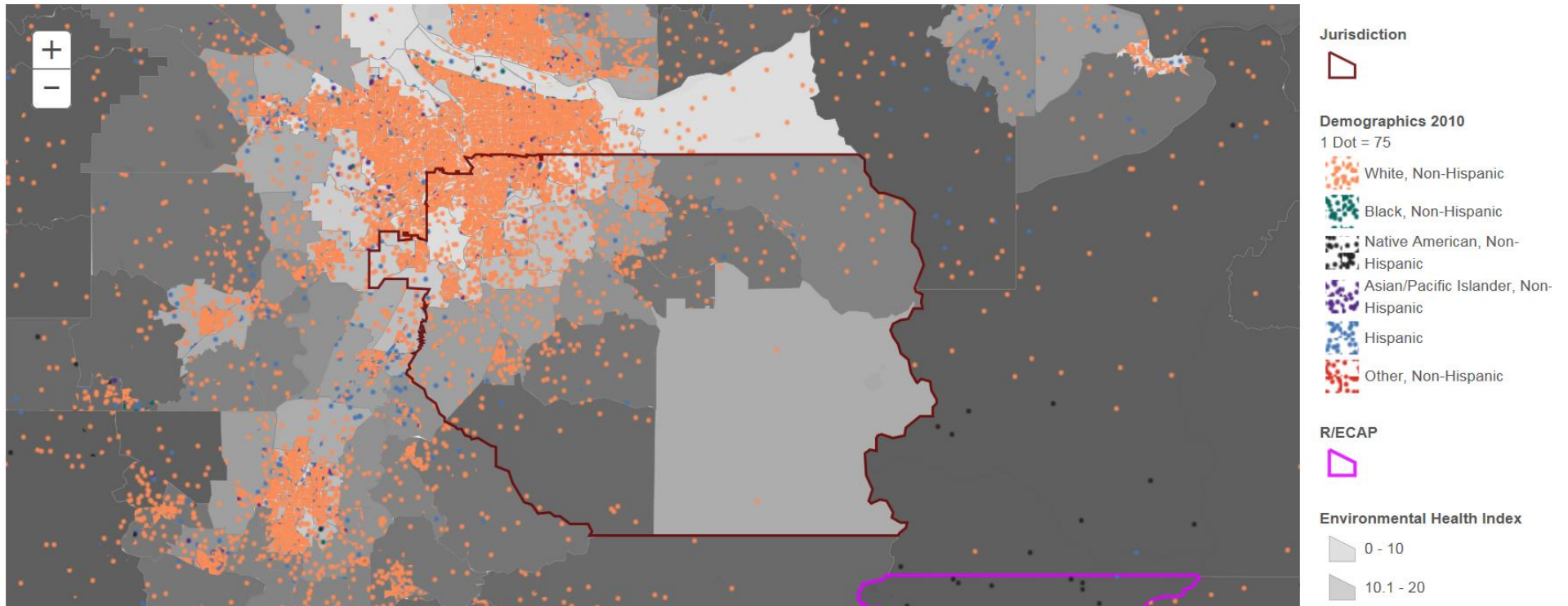


Darker areas indicate a higher likelihood of living in poverty

Map 15 - Demographics and Environmental Health (Environmental Health and Race/Ethnicity)

Environmental Health Index with race/ethnicity, national origin, family status and R/ECAPs

Clackamas County, OR (419005) Jurisdiction

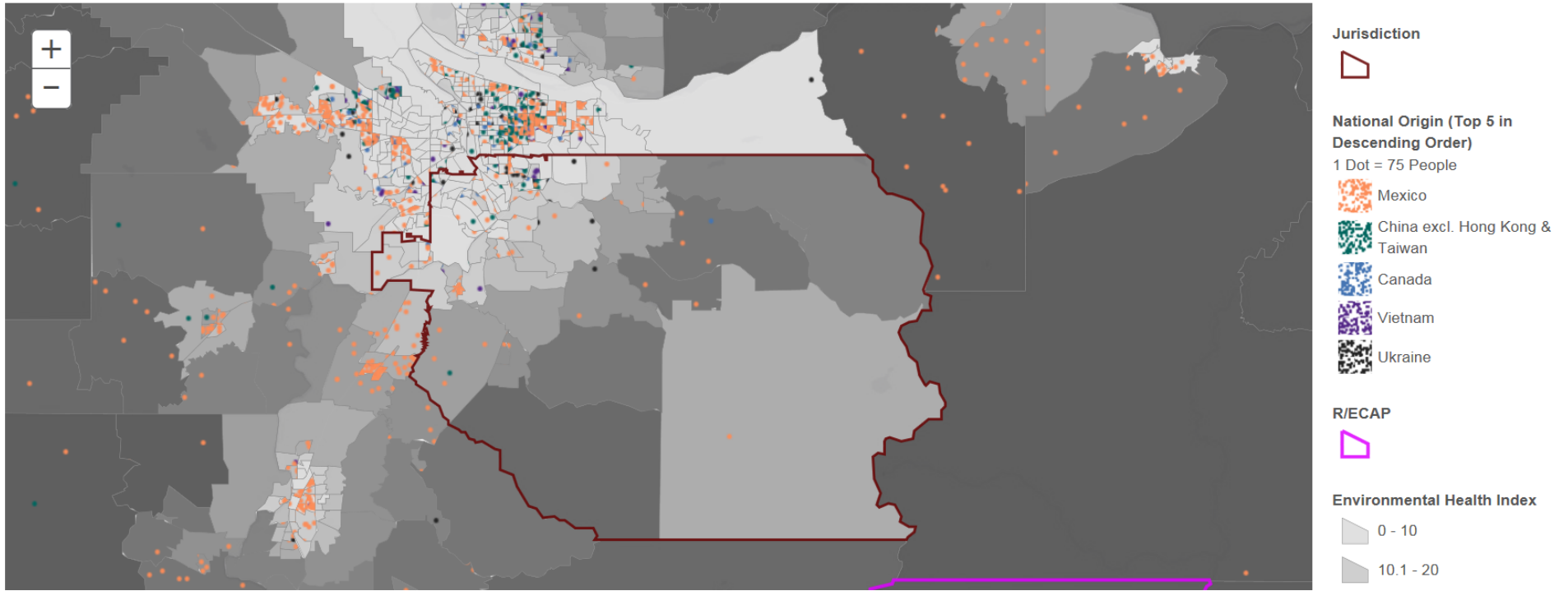


Environmental Health index based on air quality only. Darker areas have less exposure to air pollution.

Map 15 - Demographics and Environmental Health (Environmental Health and National Origin)

Environmental Health Index with race/ethnicity, national origin, family status and R/ECAPs

Clackamas County, OR (419005) Jurisdiction

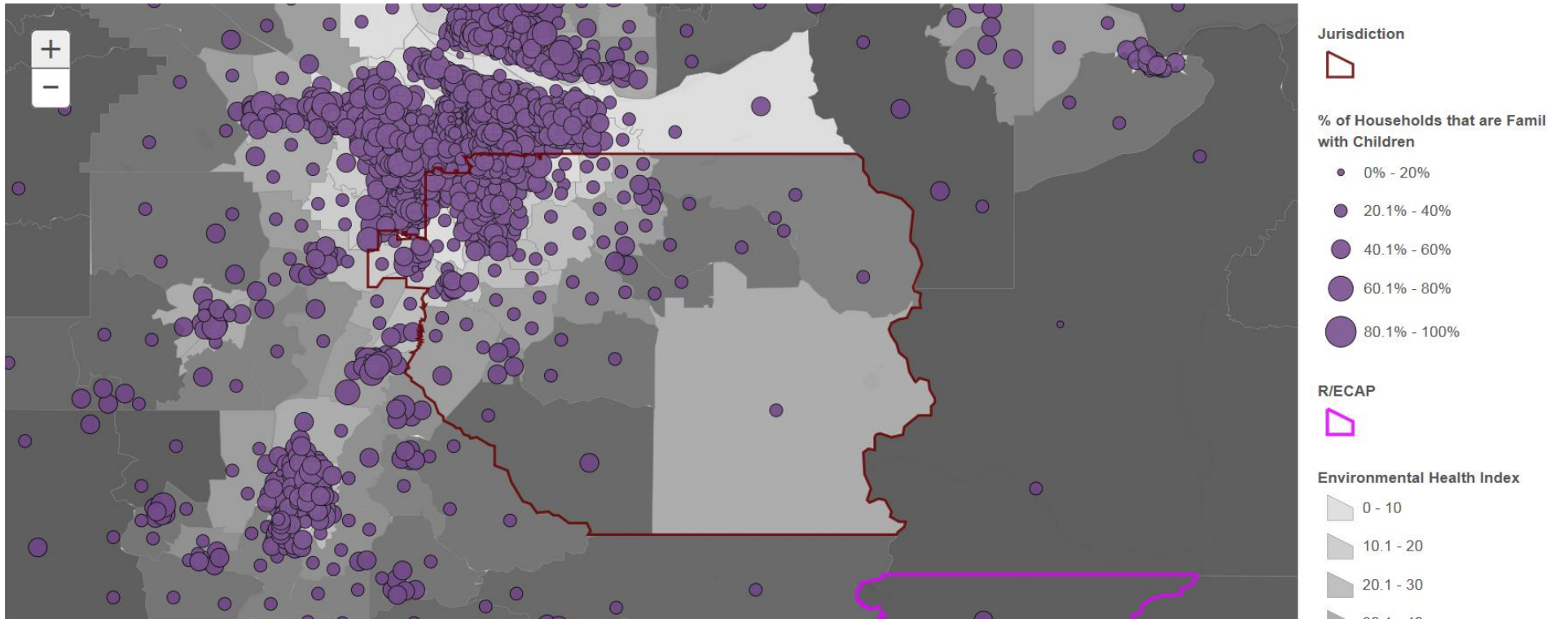


Environmental Health index based on air quality only. Darker areas have less exposure to air pollution.

Map 15 - Demographics and Environmental Health (Environmental Health and Family Status)

Environmental Health Index with race/ethnicity, national origin, family status and R/ECAPs

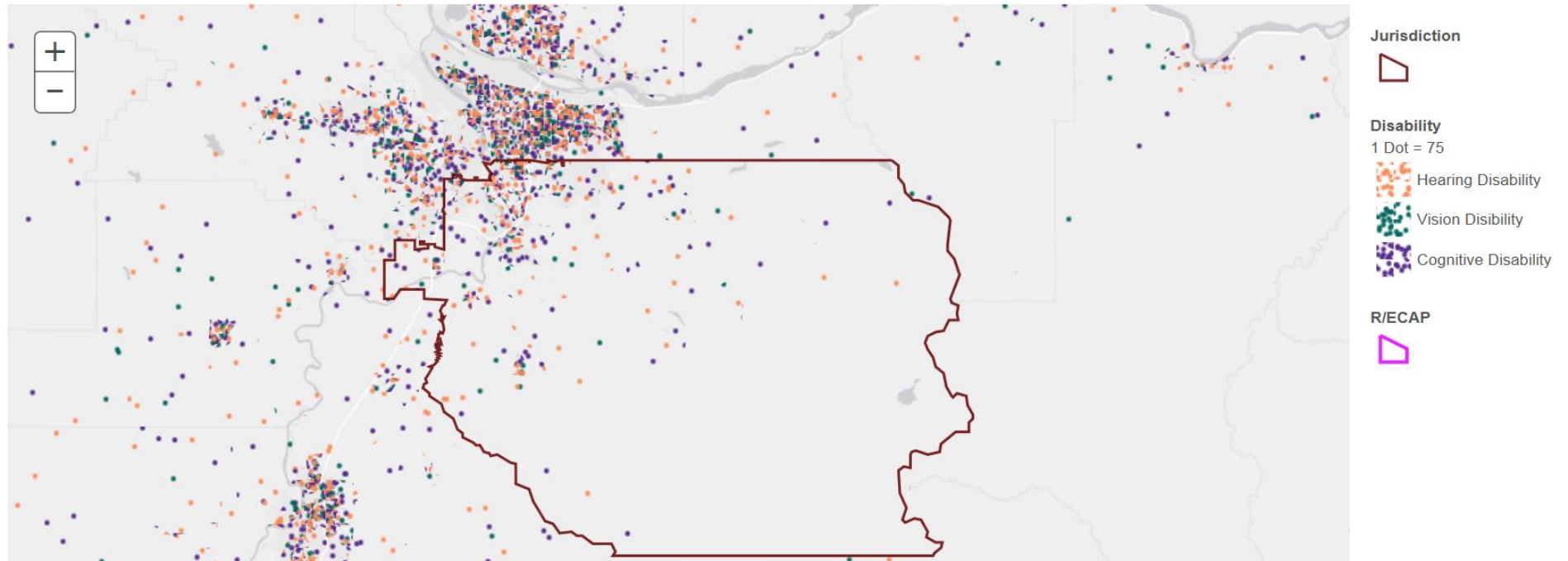
Clackamas County, OR (419005) Jurisdiction



Environmental Health Index: Darker areas have less exposure to air pollution.

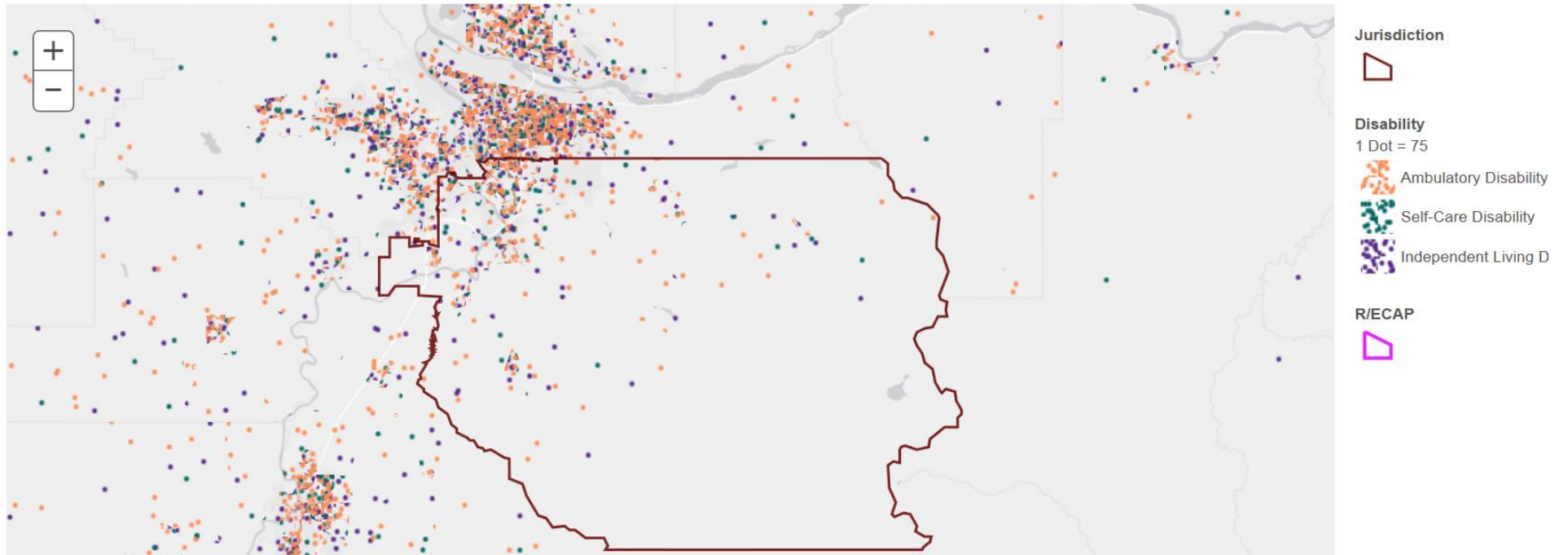
Map 16 - Disability by Type (Hearing, Vision and Cognitive Disability)

Dot density map of the population of persons with disabilities by persons with vision, hearing, cognitive, ambulatory, self-care, and independent living difficulties with R/ECAPs for Jurisdiction Clackamas County, OR (419005) Jurisdiction



Map 16 - Disability by Type (Ambulatory, Self-Care and Independent Living Disability)

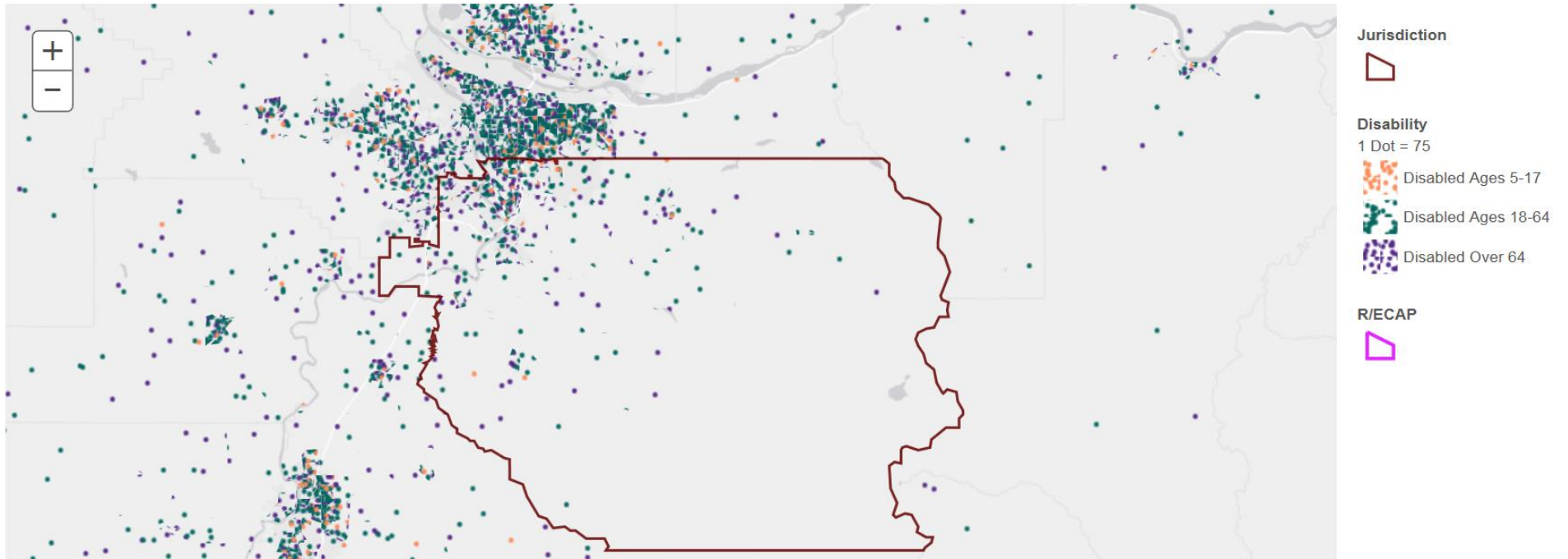
Dot density map of the population of persons with disabilities by persons with vision, hearing, cognitive, ambulatory, self-care, and independent living difficulties with R/ECAPs for Jurisdiction Clackamas County, OR (419005) Jurisdiction



Map 17 - Disability by Age Group (Disability by Age Group)

All persons with disabilities by age range (5-17)(18-64)(65+) with R/ECAPs

Clackamas County, OR (419005) Jurisdiction



Green dots represent disabled persons age 18 to 64

Table 1 - Demographics

| | (Clackamas County, OR CDBG, HOME, ESG) Jurisdiction | | (Portland-Vancouver-Hillsboro, OR-WA CBSA) Region | |
|------------------------------------------|------------------------------------------------------------|------------|----------------------------------------------------------|-------------|
| Race/Ethnicity | # | % | # | % |
| White, Non-Hispanic | 319,048 | 84.48 | 1,698,126 | 76.29 |
| Black, Non-Hispanic | 2,790 | 0.74 | 60,589 | 2.72 |
| Hispanic | 29,197 | 7.73 | 241,844 | 10.86 |
| Asian or Pacific Islander, Non-Hispanic | 14,485 | 3.84 | 135,485 | 6.09 |
| Native American, Non-Hispanic | 2,347 | 0.62 | 15,408 | 0.69 |
| Other, Non-Hispanic | 446 | 0.12 | 3,730 | 0.17 |
| National Origin | Country | | Country | |
| #1 country of origin | Mexico | 9,232 2.57 | Mexico | 81,996 3.68 |
| #2 country of origin | China excl. Hong Kong & Taiwan | 1,704 0.48 | Vietnam | 22,576 1.01 |
| #3 country of origin | Canada | 1,493 0.42 | Ukraine | 14,261 0.64 |
| #4 country of origin | Vietnam | 1,449 0.40 | China excl. Hong Kong & Taiw | 12,828 0.58 |
| #5 country of origin | Ukraine | 1,361 0.38 | Canada | 10,400 0.47 |
| #6 country of origin | Korea | 1,156 0.32 | India | 10,150 0.46 |
| #7 country of origin | Philippines | 1,044 0.29 | Korea | 9,743 0.44 |
| #8 country of origin | Russia | 978 0.27 | Philippines | 9,286 0.42 |
| #9 country of origin | Germany | 950 0.26 | Russia | 8,811 0.40 |
| #10 country of origin | India | 601 0.17 | Germany | 5,855 0.26 |
| Limited English Proficiency (LEP) | Language | | Language | |
| Language | # | % | # | % |
| #1 LEP Language | Spanish | 8,408 2.45 | Spanish | 78,496 3.53 |
| #2 LEP Language | Chinese | 1,282 0.37 | Vietnamese | 17,009 0.76 |
| #3 LEP Language | Vietnamese | 1,102 0.32 | Russian | 12,474 0.56 |
| #4 LEP Language | Russian | 820 0.24 | Chinese | 11,762 0.53 |
| #5 LEP Language | Korean | 624 0.18 | Other Slavic langua | 5,243 0.24 |
| #6 LEP Language | Other Slavic Language | 502 0.15 | Korean | 4,689 0.21 |
| #7 LEP Language | Arabic | 380 0.11 | Africanlang | 3,191 0.14 |
| #8 LEP Language | French | 263 0.08 | Other Indo-European | 3,189 0.14 |
| #9 LEP Language | Persian | 233 0.07 | Other Asian languag | 2,919 0.13 |
| #10 LEP Language | German | 176 0.05 | Japanese | 2,780 0.12 |
| Disability Type | # | % | # | % |
| Hearing difficulty | 14,405 | 4.00 | 77,629 | 3.69 |
| Vision difficulty | 5,906 | 1.64 | 41,906 | 1.99 |
| Cognitive difficulty | 16,721 | 4.64 | 110,762 | 5.27 |
| Ambulatory difficulty | 21,985 | 6.10 | 125,867 | 5.99 |

| | | | | |
|-------------------------------|---------|-------|-----------|-------|
| Self-care difficulty | 9,217 | 2.56 | 51,875 | 2.47 |
| Independent living difficulty | 14,826 | 4.11 | 91,404 | 4.35 |
| Sex | | | | |
| Male | 185,692 | 49.17 | 1,099,122 | 49.38 |
| Female | 191,952 | 50.83 | 1,126,887 | 50.62 |
| Age | | | | |
| Under 18 | 89,436 | 23.68 | 527,233 | 23.69 |
| 18-64 | 236,665 | 62.67 | 1,446,558 | 64.98 |
| 65+ | 51,543 | 13.65 | 252,218 | 11.33 |
| Family Type | | | | |
| Families with children | 43,819 | 43.24 | 256,004 | 46.46 |

Note 1: All % represent a share of the total population within the jurisdiction or region, except family type, which is out of total families.

Note 2: 10 most populous places of birth and languages at the jurisdiction level may not be the same as the 10 most populous at the Region level, and are thus labeled separately.

Note 3: Data Sources: Decennial Census; ACS

Note 4: Refer to the Data Documentation for details (www.hudexchange.info).

Table 2 - Demographic Trends

| | (Clackamas County, OR CDBG, HOME, ESG) Jurisdiction | | | | | | (Portland-Vancouver-Hillsboro, OR-WA CBSA) Region | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|----------|-------------|----------|-------------|----------|----------------------------------------------------------|----------|-------------|----------|-------------|----------|
| | 1990 | | 2000 | | 2010 | | 1990 | | 2000 | | 2010 | |
| Race/Ethnicity | # | % | # | % | # | % | # | % | # | % | # | % |
| White, Non-Hispanic | 266,495 | 94.61 | 303,615 | 89.07 | 319,048 | 84.48 | 1,366,608 | 89.68 | 1,573,518 | 81.61 | 1,698,126 | 76.29 |
| Black, Non-Hispanic | 1,093 | 0.39 | 3,222 | 0.95 | 2,790 | 0.74 | 40,508 | 2.66 | 61,331 | 3.18 | 60,589 | 2.72 |
| Hispanic | 7,148 | 2.54 | 16,840 | 4.94 | 29,197 | 7.73 | 50,495 | 3.31 | 142,752 | 7.40 | 241,844 | 10.86 |
| Asian or Pacific Islander, Non-Hispanic | 4,782 | 1.70 | 11,334 | 3.32 | 14,485 | 3.84 | 50,832 | 3.34 | 110,788 | 5.75 | 135,485 | 6.09 |
| Native American, Non-Hispanic | 1,789 | 0.64 | 4,473 | 1.31 | 2,347 | 0.62 | 12,813 | 0.84 | 28,874 | 1.50 | 15,408 | 0.69 |
| National Origin | | | | | | | | | | | | |
| Foreign-born | 11,611 | 4.12 | 24,378 | 7.15 | 31,984 | 8.42 | 88,168 | 5.79 | 208,423 | 10.81 | 281,081 | 12.63 |
| LEP | | | | | | | | | | | | |
| Limited English Proficiency | 5,104 | 1.81 | 13,148 | 3.86 | 17,239 | 4.54 | 46,263 | 3.04 | 128,392 | 6.66 | 161,051 | 7.23 |
| Sex | | | | | | | | | | | | |
| Male | 138,285 | 49.10 | 168,701 | 49.50 | 185,692 | 49.17 | 746,461 | 48.99 | 956,567 | 49.62 | 1,099,122 | 49.38 |
| Female | 143,343 | 50.90 | 172,134 | 50.50 | 191,952 | 50.83 | 777,175 | 51.01 | 971,314 | 50.38 | 1,126,887 | 50.62 |
| Age | | | | | | | | | | | | |
| Under 18 | 75,243 | 26.72 | 91,429 | 26.83 | 89,436 | 23.68 | 392,607 | 25.77 | 503,722 | 26.13 | 527,233 | 23.69 |
| 18-64 | 174,256 | 61.87 | 211,712 | 62.12 | 236,665 | 62.67 | 948,677 | 62.26 | 1,224,312 | 63.51 | 1,446,558 | 64.98 |
| 65+ | 32,129 | 11.41 | 37,694 | 11.06 | 51,543 | 13.65 | 182,352 | 11.97 | 199,847 | 10.37 | 252,218 | 11.33 |
| Family Type | | | | | | | | | | | | |
| Families with children | 36,228 | 46.31 | 34,894 | 47.19 | 43,819 | 43.24 | 187,192 | 46.80 | 202,898 | 49.34 | 256,004 | 46.46 |
| <p>Note 1: All % represent a share of the total population within the jurisdiction or region for that year, except family type, which is out of total families.</p> <p>Note 2: Data Sources: Decennial Census; ACS</p> <p>Note 3: Refer to the Data Documentation for details (www.hudexchange.info).</p> | | | | | | | | | | | | |

Table 3 - Racial/Ethnic Dissimilarity Trends

| | (Clackamas County, OR CDBG, HOME, ESG) Jurisdiction | | | (Portland-Vancouver-Hillsboro, OR-WA CBSA) Region | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-------------|-------------|----------------------------------------------------------|-------------|-------------|
| Racial/Ethnic Dissimilarity Index | 1990 | 2000 | 2010 | 1990 | 2000 | 2010 |
| Non-White/White | 13.49 | 18.96 | 26.23 | 28.76 | 27.82 | 31.79 |
| Black/White | 29.56 | 25.50 | 35.35 | 63.52 | 47.49 | 48.59 |
| Hispanic/White | 18.82 | 27.34 | 31.03 | 25.72 | 34.24 | 37.13 |
| Asian or Pacific Islander/White | 25.16 | 28.65 | 39.65 | 31.31 | 31.87 | 38.00 |
| <p>Note 1: Data Sources: Decennial Census</p> <p>Note 2: Refer to the Data Documentation for details (www.hudexchange.info).</p> | | | | | | |

Dissimilarity index: range from 0 to 100

| Values | Description |
|--------|----------------------|
| <40 | Low Segregation |
| 40-54 | Moderate Segregation |
| >55 | High Segregation |

Table 4 - R/ECAP Demographics

| | (Clackamas County, OR CDBG, HOME, ESG) Jurisdiction | | | (Portland-Vancouver-Hillsboro, OR-WA CBSA) Region | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|----------|----------|----------------------------------------------------------|----------|----------|
| R/ECAP Race/Ethnicity | | # | % | | # | % |
| Total Population in R/ECAPs | | | | | 10,587 | - |
| White, Non-Hispanic | | | | | 3,687 | 34.83 |
| Black, Non-Hispanic | | | | | 391 | 3.69 |
| Hispanic | | | | | 5,679 | 53.64 |
| Asian or Pacific Islander, Non-Hispanic | | | | | 462 | 4.36 |
| Native American, Non-Hispanic | | | | | 69 | 0.65 |
| Other, Non-Hispanic | | | | | 25 | 0.24 |
| R/ECAP Family Type | | | | | | |
| Total Families in R/ECAPs | | | | | 2,259 | - |
| Families with children | | | | | 1,422 | 62.95 |
| R/ECAP National Origin | | | | | | |
| | Country | | | Country | | |
| Total Population in R/ECAPs | | 0 | - | | 10,587 | - |
| #1 country of origin | Null | 0 | 0.00 | Mexico | 2,770 | 26.16 |
| #2 country of origin | Null | 0 | 0.00 | Guatemala | 259 | 2.45 |
| #3 country of origin | Null | 0 | 0.00 | Ukraine | 200 | 1.89 |
| #4 country of origin | Null | 0 | 0.00 | Laos | 116 | 1.1 |
| #5 country of origin | Null | 0 | 0.00 | Vietnam | 105 | 0.99 |
| #6 country of origin | Null | 0 | 0.00 | Russia | 100 | 0.94 |
| #7 country of origin | Null | 0 | 0.00 | Other Eastern Europe | 56 | 0.53 |
| #8 country of origin | Null | 0 | 0.00 | Romania | 49 | 0.46 |
| #9 country of origin | Null | 0 | 0.00 | Ecuador | 41 | 0.39 |
| #10 country of origin | Null | 0 | 0.00 | Thailand | 41 | 0.39 |
| <p>Note 1: 10 most populous groups at the jurisdiction level may not be the same as the 10 most populous at the Region level, and are thus labeled separately.</p> <p>Note 2: Data Sources: Decennial Census; ACS</p> <p>Note 3: Refer to the Data Documentation for details (www.hudexchange.info).</p> | | | | | | |

Table 5 - Publicly Supported Housing Units by Program Category

| | (Clackamas County, OR CDBG, HOME, ESG) Jurisdiction | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|----------|
| Housing Units | # | % |
| Total housing units | 157,887 | - |
| Public Housing | 548 | 0.35 |
| Project-based Section 8 | 390 | 0.25 |
| Other Multifamily | 222 | 0.14 |
| HCV Program | 1,627 | 1.03 |
| <p>Note 1: Data Sources: Decennial Census; APSH</p> <p><u>Note 2: Refer to the Data Documentation for details (www.hudexchange.info).</u></p> | | |

Table 6 - Publicly Supported Housing Residents by Race/Ethnicity

| (Clackamas County, OR CDBG, HOME, ESG) Jurisdiction | Race/Ethnicity | | | | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------|--------------|----------|-----------------|----------|----------------------------------|----------|
| | White | | Black | | Hispanic | | Asian or Pacific Islander | |
| | # | % | # | % | # | % | # | % |
| Housing Type | | | | | | | | |
| Public Housing | 456 | 87.86 | 23 | 4.43 | 30 | 5.78 | 6 | 1.16 |
| Project-Based Section 8 | 312 | 92.31 | 1 | 0.30 | 14 | 4.14 | 9 | 2.66 |
| Other Multifamily | 204 | 98.08 | 0 | 0.00 | 2 | 0.96 | 2 | 0.96 |
| HCV Program | 1,268 | 88.80 | 53 | 3.71 | 68 | 4.76 | 9 | 0.63 |
| 0-30% of AMI | 95 | 73.08 | 0 | 0.00 | 25 | 19.23 | 0 | 0.00 |
| 0-50% of AMI | 220 | 72.13 | 0 | 0.00 | 25 | 8.20 | 10 | 3.28 |
| 0-80% of AMI | 395 | 75.24 | 0 | 0.00 | 50 | 9.52 | 25 | 4.76 |
| (Clackamas County, OR CDBG, HON | 319,048 | 84.48 | 2,790 | 0.74 | 29,197 | 7.73 | 14,485 | 3.84 |
| <p>Note 1: Data Sources: Decennial Census; APSH; CHAS</p> <p>Note 2: #s presented are numbers of households not individuals.</p> <p>Note 3: Refer to the Data Documentation for details (www.hudexchange.info).</p> | | | | | | | | |

Table 7 - R/ECAP and Non-R/ECAP Demographics by Publicly Supported Housing Program Category

| (Clackamas County, OR CDBG, HOME, ESG) Jurisdiction | Total # units (occupied) | % Elderly | % with a disability* | % White | % Black | % Hispanic | % Asian or Pacific Islander | % Families with children |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------------|-----------------------------|----------------|----------------|-------------------|------------------------------------|---------------------------------|
| Public Housing | | | | | | | | |
| R/ECAP tracts | | | | | | | | |
| Non R/ECAP tracts | 530 | 22.18 | 34.77 | 87.86 | 4.43 | 5.78 | 1.16 | 41.73 |
| Project-based Section 8 | | | | | | | | |
| R/ECAP tracts | | | | | | | | |
| Non R/ECAP tracts | 361 | 38.98 | 29.38 | 92.31 | 0.30 | 4.14 | 2.66 | 31.36 |
| Other HUD Multifamily | | | | | | | | |
| R/ECAP tracts | | | | | | | | |
| Non R/ECAP tracts | 218 | 72.43 | 32.71 | 98.08 | 0.00 | 0.96 | 0.96 | |
| HCV Program | | | | | | | | |
| R/ECAP tracts | | | | | | | | |
| Non R/ECAP tracts | 1,534 | 22.13 | 26.13 | 88.81 | 3.71 | 4.76 | 0.63 | 39.07 |
| <p>Note 1: Disability information is often reported for heads of household or spouse/co-head only. Here, the data reflect information on all members of the household.</p> <p>Note 2: Data Sources: APSH</p> <p>Note 3: Refer to the Data Documentation for details (www.hudexchange.info).</p> | | | | | | | | |

NO DATA SINCE
 CLACKAMAS COUNTY HAS NO R/ECAPS
 Racial and Ethnically Concentrated Areas of Poverty

Table 8 - Demographics of Publicly Supported Housing Developments, by Program Category

Public Housing

| (Clackamas County, OR CDBG, HOME, ESG) Jurisdiction | | Public Housing Race/Ethnicity (%) | | Public Housing Households with Children (%) | | | |
|------------------------------------------------------------|----------|------------------------------------------|------|----------------------------------------------------|----|--------------------------|-------------------|
| Developments | | | | HUD Provided Data | | Census Tract Data | Difference |
| Hillside Manor | White | 93 | 1 | 93 | 0 | 86.15% | 6.85 |
| DATA UPDATED BY HACC | Black | 4 | | 5 | | 2.05% | 2.95 |
| | Hispanic | 4 | | 2 | | 5.98% | 3.98 |
| | Asian | 0 | | 0 | | 1.61% | |
| Scattered Sites | White | 92.0 | 72.5 | 82 | 82 | 82.96% | |
| Clackamas County | Black | 2.2 | | 1 | | 0.68% | |
| | Hispanic | 11.6 | | 11 | | 11.07% | |
| | Asian | 5.1 | | 4 | | 1.39% | |
| Oregon City View Manor | White | 92.9 | 44.9 | 83 | 43 | 89.97% | |
| | Black | 5.1 | | 5 | | 0.49% | |
| | Hispanic | 7.1 | | 9 | | 4.81% | |
| | Asian | 3.1 | | 1 | | 1.19% | |
| Clackamas Heights | White | 85.3 | 46.3 | 86 | 42 | 89.97% | 3.97 |
| | Black | 11.6 | | 9 | | 0.49% | 8.51 |
| | Hispanic | 3.2 | | 3 | | 4.81% | 1.81 |
| | Asian | 3.2 | | 1 | | 1.19% | |
| Hillside Park | White | 87.6 | 27.8 | 87 | 27 | 86.15% | 0.85 |
| | Black | 8.2 | | 6 | | 2.05% | 3.95 |
| | Hispanic | 4.1 | | 4 | | 5.98% | 1.98 |
| | Asian | 1.0 | | 1 | | 1.61% | |

Project-Based Section 8

| (Clackamas County, OR CDBG, HOME, ESG) Jurisdiction | | Project-Based Race/Ethnicity (%) | Project-Based Households with Children (%) | | |
|--------------------------------------------------------------------|----------|---------------------------------------------|-----------------------------------------------------------|--------|---------------|
| Developments | | Census Tract Data | | | |
| Ikoi So Terrace | White | 94 | 0 | 84.32% | Seniors |
| Oak Grove | Black | 0 | | 0.83% | |
| | Hispanic | 0 | | 9.21% | |
| | Asian | 6 | | 1.84% | |
| Ridings Terrace I | White | 84 | 85 | 83.14% | Families |
| Molalla | Black | 0 | | 0.36% | |
| | Hispanic | 11 | | 13.19% | |
| | Asian | 0 | | 0.73% | |
| Rosewood Terrace | White | 92 | 73 | 86.76% | Families 5.24 |
| Oregon City | Black | 0 | | 0.36% | |
| | Hispanic | 8 | | 7.96% | |
| | Asian | 0 | | 0.94% | |
| Oregon City Terrace | White | 86 | 62 | 86.76% | Families 0.76 |
| Oregon City | Black | 2 | | 0.36% | 1.64 |
| | Hispanic | 7 | | 7.96% | 0.96 |
| | Asian | 2 | | 0.94% | 1.06 |
| Ridings Terrace II | White | 77 | 54 | 83.14% | Families 6.17 |
| Molalla | Black | 0 | | 0.36% | |
| | Hispanic | 15 | | 13.19% | 1.81 |
| | Asian | 0 | | 0.73% | |
| Carriage Court | White | 97 | 0 | 74.13% | Seniors |
| Canby | Black | 0 | | 0.25% | |
| | Hispanic | 3 | | 21.21% | |
| | Asian | 0 | | 1.08% | |
| Willamalane | White | 90 | 42 | 78.12% | Families 11.9 |
| Milwaukie | Black | 3 | | 1.28% | 1.72 |
| | Hispanic | 7 | | 14.28% | |
| | Asian | 0 | | 2.02% | |
| 300 Main | White | 96 | 0 | 90.61% | Seniors |
| Estacada | Black | 0 | | 0.42% | |
| | Hispanic | 4 | | 5.43% | |

| | | | | | |
|--------------------------|----------|-----|----|--------|---------------------------------|
| | Asian | 0 | | 0.92% | |
| Seneca Terrace | White | 86 | 69 | 75.22% | Families 10.8 |
| Milwaukie | Black | 0 | | 1.81% | |
| | Hispanic | 4 | | 15.27% | 11.3 |
| | Asian | 11 | | 3.11% | 7.89 |
| Hollyfield Village | White | 100 | 0 | 89.92% | Disabled Seniors |
| Lake Oswego | Black | 0 | | 0.39% | |
| | Hispanic | 0 | | 3.70% | |
| | Asian | 0 | | 3.49% | |
| Our Apartment | White | 0 | 0 | 86.76% | Section 8 contract expired 2012 |
| Oregon City "Otter Lane" | Black | 0 | | 0.36% | |
| | Hispanic | 0 | | 7.96% | |
| | Asian | 0 | | 0.94% | |
| Cascade Meadows | White | 85 | 0 | 72.78% | Seniors |
| Milwaukie | Black | 3 | | 1.85% | |
| | Hispanic | 3 | | 17.02% | |
| | Asian | 7 | | 3.33% | |

Other HUD Multifamily Assisted Housing

(Clackamas County,
OR CDBG, HOME,
ESG) Jurisdiction

| Developments | Other Multifamily Race/Ethnicity (%) | Other Multifamily Households with Children (%) | | Census Tract Data | |
|--------------------------|--------------------------------------|------------------------------------------------|----|-------------------|----------|
| | | | | | |
| Charleston Apartments | White | 86 | 14 | 82.48% | MultiFam |
| Wilsonville | Black | 0 | | 0.68% | |
| | Hispanic | 7 | | 8.89% | |
| | Asian | 0 | | 3.81% | |
| Whispering Pines | White | 97 | 0 | 90.61% | Seniors |
| Estacada | Black | 0 | | 0.42% | |
| | Hispanic | 2 | | 5.43% | |
| | Asian | 2 | | 0.92% | |
| Oakridge Park Apartments | White | 95 | 0 | 82.93% | Seniors |
| Lake Oswego | Black | 0 | | 0.95% | |

| | | | | | |
|----------------------------------------|----------|-----|---|--------|----------------|
| | Hispanic | 0 | | 5.57% | |
| | Asian | 2 | | 6.52% | |
| Meadowlark Apartments Oregon City | White | 100 | 0 | 86.88% | SMI housing |
| | Black | 0 | | 0.76% | |
| | Hispanic | 0 | | 7.28% | |
| | Asian | 0 | | 1.89% | |
| Fisher Ridge Apartments Oregon City | White | 94 | 0 | 89.57% | MI housing 811 |
| | Black | 0 | | 0.40% | |
| | Hispanic | 6 | | 5.27% | |
| | Asian | 0 | | 0.93% | |
| Renaissance Court Wilsonville | White | 95 | 0 | 82.48% | SMI housing |
| | Black | 0 | | 0.68% | |
| | Hispanic | 0 | | 8.89% | |
| | Asian | 5 | | 3.81% | |
| Creekside Woods Wilsonville | White | 100 | 0 | 75.53% | Seniors |
| | Black | 0 | | 0.86% | |
| | Hispanic | 0 | | 13.74% | |
| | Asian | 0 | | 6.34% | |

Note 1: For LIHTC properties, this information will be supplied by local knowledge.

Note 2: Percentages may not add to 100 due to rounding error.

Note 3: Data Sources: APSH

Note 4: Refer to the Data Documentation for details (www.hudexchange.info).

Table 9 - Demographics of Households with Disproportionate Housing Needs

| Disproportionate Housing Needs | (Clackamas County, OR CDBG, HOME, ESG) Jurisdiction | | | (Portland-Vancouver-Hillsboro, OR-WA CBSA) Region | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------|------------------------|---------------------------------------------------|----------------|------------------------|
| | # with problems | # households | % with problems | # with problems | # households | % with problems |
| Households experiencing any of 4 housing problems* | | | | | | |
| Race/Ethnicity | | | | | | |
| White, Non-Hispanic | 615 | 1,445 | 42.56 | 268,029 | 715,194 | 37.48 |
| Black, Non-Hispanic | 0 | 15 | 0.00 | 12,342 | 22,301 | 55.34 |
| Hispanic | 50 | 65 | 76.92 | 34,699 | 59,059 | 58.75 |
| Asian or Pacific Islander, Non-Hispanic | 40 | 105 | 38.10 | 19,085 | 44,019 | 43.36 |
| Native American, Non-Hispanic | 0 | 4 | 0.00 | 2,271 | 4,911 | 46.24 |
| Other, Non-Hispanic | 14 | 24 | 58.33 | 8,479 | 19,078 | 44.44 |
| <i>Total</i> | <i>730</i> | <i>1,660</i> | <i>43.98</i> | <i>344,890</i> | <i>864,545</i> | <i>39.89</i> |
| Household Type and Size | | | | | | |
| Family households, <5 people | 410 | 824 | 49.76 | 156,520 | 473,864 | 33.03 |
| Family households, 5+ people | 0 | 44 | 0.00 | 41,790 | 77,100 | 54.20 |
| Non-family households | 320 | 800 | 40.00 | 146,600 | 313,590 | 46.75 |
| Households experiencing any of 4 Severe Housing Problems** | # with severe problems | # households | % with severe problems | # with severe problems | # households | % with severe problems |
| Race/Ethnicity | | | | | | |
| White, Non-Hispanic | 205 | 1,445 | 14.19 | 125,408 | 715,194 | 17.53 |
| Black, Non-Hispanic | 0 | 15 | 0.00 | 7,594 | 22,301 | 34.05 |
| Hispanic | 35 | 65 | 53.85 | 21,449 | 59,059 | 36.32 |
| Asian or Pacific Islander, Non-Hispanic | 25 | 105 | 23.81 | 9,940 | 44,019 | 22.58 |
| Native American, Non-Hispanic | 0 | 4 | 0.00 | 1,185 | 4,911 | 24.13 |
| Other, Non-Hispanic | 14 | 24 | 58.33 | 4,435 | 19,078 | 23.25 |
| <i>Total</i> | <i>275</i> | <i>1,660</i> | <i>16.57</i> | <i>169,990</i> | <i>864,545</i> | <i>19.66</i> |
| <p>Note 1: The four housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%. The four severe housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 50%.</p> <p>Note 2: All % represent a share of the total population within the jurisdiction or region, except household type and size, which is out of total households.</p> <p>Note 3: Data Sources: CHAS</p> <p>Note 4: Refer to the Data Documentation for details (www.hudexchange.info).</p> | | | | | | |

Table 10 - Demographics of Households with Severe Housing Cost Burden

| Households with Severe Housing Cost Burden* | (Clackamas County, OR CDBG, HOME, ESG) Jurisdiction | | | (Portland-Vancouver-Hillsboro, OR-WA CBSA) Region | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------|---------------------------|---------------------------------------------------|----------------|---------------------------|
| | # with severe cost burden | # households | % with severe cost burden | # with severe cost burden | # households | % with severe cost burden |
| Race/Ethnicity | | | | | | |
| White, Non-Hispanic | 185 | 1,445 | 12.80 | 110,900 | 715,194 | 15.51 |
| Black, Non-Hispanic | 0 | 15 | 0.00 | 6,685 | 22,301 | 29.98 |
| Hispanic | 35 | 65 | 53.85 | 13,605 | 59,059 | 23.04 |
| Asian or Pacific Islander, Non-Hispanic | 25 | 105 | 23.81 | 7,613 | 44,019 | 17.29 |
| Native American, Non-Hispanic | 0 | 4 | 0.00 | 1,044 | 4,911 | 21.26 |
| Other, Non-Hispanic | 10 | 24 | 41.67 | 3,844 | 19,078 | 20.15 |
| <i>Total</i> | <i>255</i> | <i>1,660</i> | <i>15.36</i> | <i>143,691</i> | <i>864,545</i> | <i>16.62</i> |
| Household Type and Size | | | | | | |
| Family households, <5 people | 130 | 824 | 15.78 | 60,868 | 473,864 | 12.85 |
| Family households, 5+ people | 0 | 44 | 0.00 | 10,314 | 77,100 | 13.38 |
| Non-family households | 125 | 800 | 15.63 | 72,519 | 313,590 | 23.13 |
| <p>Note 1: Severe housing cost burden is defined as greater than 50% of income.</p> <p>Note 2: All % represent a share of the total population within the jurisdiction or region, except household type and size, which is out of total households.</p> <p>Note 3: The # households is the denominator for the % with problems, and may differ from the # households for the table on severe housing problems.</p> <p>Note 4: Data Sources: CHAS</p> <p>Note 5: Refer to the Data Documentation for details (www.hudexchange.info).</p> | | | | | | |

Table 11 - Publicly Supported Housing by Program Category: Units by Number of Bedrooms and Number of Children

| | (Clackamas County, OR CDBG, HOME, ESG) Jurisdiction | | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--------|-------------------------------------|-------|--------------------------------------|-------|-----------------------------|-------|
| | Households in 0- 1 Bedroom Units | | Households in 2 Bedroom Units | | Households in 3+ Bedroom Units | | Households with Children | |
| Housing Type | # | % | # | % | # | % | # | % |
| Public Housing | 180 | 33.83 | 158 | 29.70 | 189 | 35.53 | 222 | 41.73 |
| Project-Based Section 8 | 195 | 55.08 | 122 | 34.46 | 29 | 8.19 | 111 | 31.36 |
| Other Multifamily | 214 | 100.00 | 0 | 0.00 | 0 | 0.00 | 1 | 0.47 |
| HCV Program | 367 | 24.47 | 664 | 44.27 | 406 | 27.07 | 586 | 39.07 |
| Note 1: Data Sources: APSH | | | | | | | | |
| Note 2: Refer to the Data Documentation for details (www.hudexchange.info). | | | | | | | | |

Table 12 - Opportunity Indicators, by Race/Ethnicity

| (Clackamas County, OR CDBG, HOME, ESG) Jurisdiction | Low Poverty Index | School Proficiency Index | Labor Market Index | Transit Index | Low Transportation Cost Index | Jobs Proximity Index | Environmental Health Index |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------|---------------------------|----------------------|--------------------------------------|-----------------------------|-----------------------------------|
| Total Population | | | | | | | |
| White, Non-Hispanic | 64.60 | 60.93 | 55.61 | 68.07 | 46.26 | 48.74 | 17.82 |
| Black, Non-Hispanic | 60.97 | 62.08 | 55.73 | 74.04 | 54.44 | 55.81 | 9.99 |
| Hispanic | 55.29 | 55.62 | 49.99 | 72.38 | 51.40 | 55.44 | 16.89 |
| Asian or Pacific Islander, Non-Hispanic | 70.65 | 68.03 | 66.21 | 72.49 | 50.19 | 48.99 | 9.69 |
| Native American, Non-Hispanic | 59.63 | 56.15 | 49.58 | 67.55 | 47.01 | 50.93 | 19.39 |
| Population below federal poverty line | | | | | | | |
| White, Non-Hispanic | 57.09 | 57.93 | 50.63 | 69.83 | 49.88 | 50.61 | 16.49 |
| Black, Non-Hispanic | 54.78 | 48.08 | 54.33 | 71.03 | 53.10 | 57.87 | 19.26 |
| Hispanic | 44.08 | 56.42 | 46.40 | 76.49 | 56.79 | 55.48 | 14.42 |
| Asian or Pacific Islander, Non-Hispanic | 63.98 | 65.66 | 60.89 | 74.16 | 54.28 | 54.09 | 11.16 |
| Native American, Non-Hispanic | 40.51 | 53.39 | 50.52 | 71.19 | 55.89 | 48.73 | 15.12 |
| (Portland-Vancouver-Hillsboro, OR-WA CBSA) Region | | | | | | | |
| Total Population | | | | | | | |
| White, Non-Hispanic | 56.42 | 51.77 | 57.05 | 74.73 | 53.63 | 47.93 | 15.25 |
| Black, Non-Hispanic | 41.25 | 36.91 | 54.12 | 83.02 | 64.05 | 51.50 | 4.53 |
| Hispanic | 43.14 | 40.13 | 47.74 | 79.51 | 58.43 | 51.38 | 10.20 |
| Asian or Pacific Islander, Non-Hispanic | 56.13 | 52.61 | 61.12 | 80.66 | 58.51 | 45.61 | 7.06 |
| Native American, Non-Hispanic | 47.91 | 44.43 | 48.94 | 74.39 | 54.56 | 50.21 | 17.87 |
| Population below federal poverty line | | | | | | | |
| White, Non-Hispanic | 45.52 | 46.99 | 50.65 | 78.41 | 59.18 | 52.10 | 12.64 |
| Black, Non-Hispanic | 33.43 | 32.04 | 51.55 | 85.01 | 67.10 | 52.17 | 2.27 |
| Hispanic | 33.76 | 36.30 | 41.76 | 81.92 | 61.67 | 52.89 | 8.76 |
| Asian or Pacific Islander, Non-Hispanic | 43.73 | 45.84 | 54.70 | 82.37 | 62.68 | 46.53 | 3.55 |
| Native American, Non-Hispanic | 32.63 | 33.79 | 43.02 | 83.22 | 64.12 | 52.10 | 7.78 |
| Note 1: Data Sources: Decennial Census; ACS; Great Schools; Common Core of Data; SABINS; LAI; LEHD; NATA | | | | | | | |
| Note 2: Refer to the Data Documentation for details (www.hudexchange.info). | | | | | | | |

Low Poverty Index: The higher the score, the less exposure to poverty in a neighborhood.

School Proficiency Index: The higher the score, the higher the school system quality is in a neighborhood.

Labor Market Engagement Index: The higher the score, the higher the labor force participation and human capital in a neighborhood.

Low Transportation Cost Index: The higher the index, the lower the cost of transportation in that neighborhood.

Transit Trips Index: The higher the transit trips index, the more likely residents in that neighborhood utilize public transit.

Environmental Health index: The higher the index value, the less exposure to (air pollution) toxins harmful to human health.

Protected Classes Index: values documenting the extent to which members of different racial or ethnic groups have access to particular opportunity indicators. The Tool provides a weighted average for a given characteristic.

Table 13 - Disability by Type

| | (Clackamas County, OR CDBG, HOME, ESG) Jurisdiction | | (Portland-Vancouver-Hillsboro, OR-WA CBSA) Region | |
|-------------------------------|------------------------------------------------------------|----------|----------------------------------------------------------|----------|
| Disability Type | # | % | # | % |
| Hearing difficulty | 14,405 | 4.00 | 77,629 | 3.69 |
| Vision difficulty | 5,906 | 1.64 | 41,906 | 1.99 |
| Cognitive difficulty | 16,721 | 4.64 | 110,762 | 5.27 |
| Ambulatory difficulty | 21,985 | 6.10 | 125,867 | 5.99 |
| Self-care difficulty | 9,217 | 2.56 | 51,875 | 2.47 |
| Independent living difficulty | 14,826 | 4.11 | 91,404 | 4.35 |

Note 1: All % represent a share of the total population within the jurisdiction or region.

Note 2: Data Sources: ACS

[Note 3: Refer to the Data Documentation for details \(www.hudexchange.info\).](http://www.hudexchange.info)

Table 14 - Disability by Age Group

| | (Clackamas County, OR CDBG, HOME, ESG) Jurisdiction | | (Portland-Vancouver-Hillsboro, OR-WA CBSA) Region | |
|----------------------------------------|------------------------------------------------------------|----------|----------------------------------------------------------|----------|
| Age of People with Disabilities | # | % | # | % |
| age 5-17 with Disabilities | 3,478 | 0.97 | 19,655 | 0.94 |
| age 18-64 with Disabilities | 21,334 | 5.92 | 143,543 | 6.83 |
| age 65+ with Disabilities | 18,738 | 5.20 | 96,754 | 4.61 |

Note 1: All % represent a share of the total population within the jurisdiction or region.

Note 2: Data Sources: ACS

Note 3: Refer to the Data Documentation for details (www.hudexchange.info).

Table 15 - Disability by Publicly Supported Housing Program Category

| (Clackamas County, OR CDBG, HOME, ESG) Jurisdiction | People with a Disability* | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------|
| | # | % |
| Public Housing | 185 | 34.77 |
| Project-Based Section 8 | 104 | 29.38 |
| Other Multifamily | 70 | 32.71 |
| HCV Program | 393 | 26.20 |
| (Portland-Vancouver-Hillsboro, OR-WA CBSA) Region | | |
| Public Housing | 1,010 | 34.35 |
| Project-Based Section 8 | 1,482 | 29.97 |
| Other Multifamily | 418 | 34.86 |
| HCV Program | 5,557 | 32.23 |
| <p>Note 1: The definition of "disability" used by the Census Bureau may not be comparable to reporting requirements under HUD programs.</p> <p>Note 2: Data Sources: ACS</p> <p>Note 3: Refer to the Data Documentation for details (www.hudexchange.info).</p> | | |

DRAFT

**A Resolution Opposing the
Passage of Measure 97**

Resolution No.

WHEREAS, sponsors of Measure 97, a proposed 2.5 percent gross receipts tax on corporations with total Oregon sales in excess of \$25 million a year, have submitted sufficient signatures to qualify the measure for the 2016 General Election ballot in Oregon; and

WHEREAS, the nonpartisan Legislative Revenue Office (LRO) has closely analyzed Measure 97 and estimated that it will generate more than \$6 billion in new state tax revenues in each of the next three state budget cycles; and

WHEREAS, LRO's analysis concluded that two-thirds of the increased corporate taxes will ultimately be paid by Oregon consumers in higher prices for everyday items such as; food, fuel, prescription drugs, healthcare, utilities, telephone and insurance.

WHEREAS, there is no plan for how the \$6 billion revenue would be spent, but the economic effects are clear – the projected loss of the more 38,000 private sector jobs and higher consumer prices averaging more than \$600 a year regressively burdening all Oregonians, but especially those least able to afford those higher costs.

WHEREAS, Consumption taxes tend to have a more muted effect on economic activity compared to taxes on income and property which more directly affect the net returns to capital and labor. If Measure 97 becomes law, it will dampen income, employment and population growth of the next 5 years.

NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby Resolve as follows:

We believe that new state revenue measures are best developed, discussed, debated and enacted by the Oregon Legislative Assembly and not ballot measure drafted by special interest groups; and

We believe that the passing of Measure 97 will create disadvantages and the potential impact of higher costs on particular industries (ie. Manufacturing) and will negatively impact their competitiveness with respect to out-of-state companies; and

We support improvements in state revenue to fund education, transportation and other priorities, but believe the economic consequences of Measure 97's passage would be too damaging to our county, cities and to all of their residents; and

We oppose the passage of Measure 97. This resolution is effective immediately upon adoption.

Adopted this _____ day of September, 2016.

John Ludlow, Chair

Recording Secretary

September 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) Between
Community Solutions for Clackamas County and State of Oregon Department of Energy for
Weatherization Services

| | |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Purpose/Outcomes | This IGA will reimburse the Clackamas County Weatherization Program for cost effective energy conservation measures installed in qualified dwellings. |
| Dollar Amount and Fiscal Impact | The IGA total is \$25,000 revenue |
| Funding Source | State of Oregon Department of Energy. No County General Funds are involved. |
| Duration | Effective July 1, 2016 and terminates on June 30, 2017 |
| Previous Board Action | The original contract was approved by the Board of County Commissioners on July 16, 2009 - agenda item #071609-III1 |
| Strategic Plan Alignment | 1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities |
| Contact Person | Jacque Meier 503-650-3339 |
| Contract No. | CSCC |

BACKGROUND:

Community Solutions for Clackamas County (CSCC) a division of Health Housing and Human Services Department request the approval of an IGA with the State of Oregon Department of Energy to reimburse the Clackamas County Weatherization Program for cost effective energy conservation measures installed in qualified dwellings. Upon eligibility determination, an energy audit will be performed to determine eligible energy saving measures to be installed. These measures may include insulation, house tightening measures, installation of flame retention burners, window replacement, and furnace repair or replacement.

This IGA was reviewed and approved by County Counsel on August 29, 2016.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Intergovernmental Grant Agreement
State Home Oil Weatherization
ODOEIGA 16-025

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Energy ("Agency") and Community Solutions for Clackamas County ("Local Government"), each a "Party" and, together, the "Parties."

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

The purpose of the State Home Oil Weatherization (SHOW) Program is to serve eligible Oregon households that heat with oil, propane, kerosene, butane or wood by providing rebates to install energy saving measures. This Grant Agreement provides funding to local government to support low-income households with weatherization and energy conservation measures for eligible recipients.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2016, or the date of the last signature, whichever occurs last ("Effective Date"), and terminates on June 30, 2017, unless terminated earlier in accordance with Section 16. Notwithstanding the Agreement's Effective Date, Local Government's obligations under this Agreement shall become effective on July 1, 2016.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 AGENCY'S AUTHORIZED REPRESENTATIVE IS:

Deby Davis, RETC Lead Worker
625 Marion St, NE
Salem, OR 97301
(503) 378-8351 Office
(503) 373-7806 Fax
deby.s.davis@state.or.us

4.2 LOCAL GOVERNMENT'S AUTHORIZED REPRESENTATIVE IS:

Jacque Meier
146 Molalla Ave
Oregon City, OR 97045
(503) 655-8840 Office
jacquemei@co.clackamas.or.us

4.3 A PARTY MAY DESIGNATE A NEW AUTHORIZED REPRESENTATIVE BY WRITTEN NOTICE TO THE OTHER PARTY.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1 LOCAL GOVERNMENT SHALL PERFORM THE WORK SET FORTH ON EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.
- 5.2 AGENCY SHALL PAY LOCAL GOVERNMENT AS DESCRIBED IN SECTION 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

Agency shall reimburse Local Government, up to but not in excess of \$25,000.00 for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of Local Government under this Agreement. Payment will be made monthly, for work performed to Agency's satisfaction during the prior month, after submission of a satisfactory reimbursement request.

SECTION 7: RECOVERY OF OVERPAYMENTS

If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 8: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI Section 7 of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 9: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

- 9.1 Local Government is a county duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 9.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 9.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;

- 9.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 9.5 Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government

SECTION 10: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State or Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 11: OWNERSHIP OF WORK PRODUCT

11.1 As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 11.1.1 "Local Government Intellectual Property" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.
- 11.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than Local Government or Agency.
- 11.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein,

11.2 All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Agency. Agency and Local Government agree that all Work Product created by Local Government under this Agreement is "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

11.3 If Work Product is Local Government Intellectual Property, a derivative work based on Local Government Intellectual Property or a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, no-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Local

Government Intellectual Property and the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- 11.4 If Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, no-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf,
- 11.5 If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 12: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon." In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court LOCAL GOVERNMENT, BY EXECUTING OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 13: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 13.1 Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement
- 13.2 Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 13.3 Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in any involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

13.4 A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee receiver custodian liquidator or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgement, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 14: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 15: REMEDIES

15.1 In the event Local Government is in default under Section 13, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 7 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

15.2 In the event Agency is in default under Section 14 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462 less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462 less previous amounts paid for the deliverable and any claims that Agency has against Local Government In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 15.2, Local Government shall promptly pay any excess to Agency.

SECTION 16: TERMINATION

16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to Local Government;

- 16.2.2 Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.2.3 Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
 - 16.2.4 Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government;
Or
 - 16.2.5 As otherwise expressly provided in this Agreement
- 16.3 Local Government may terminate this Agreement as follows:
- 16.3.1 Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned source;
 - 16.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
 - 16.3.4 As otherwise expressly provided in this Agreement
- 16.4 Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 17: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 18: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, facsimile, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this Section 18. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 19: SURVIVAL

All rights and obligations of the Parties under this Agreement shall cease upon termination of this Agreement, other than the rights and obligations arising under Sections 11, 12, 19, 22 and 29 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 20: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 21: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 22: LIMITATION OF LIABILITY AND INSURANCE

22.1 EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 29, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

22.2 Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 23: RECORDS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever

date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 25: NO THIRD PARTY BENEFICIARIES

Agency and Local Government are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 26: FORCE MAJEURE

Neither Party is responsible for any failure to perform, or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 27: MERGER, WAIVER AND MODIFICATION

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 28: SUBCONTRACTS AND ASSIGNMENT

28.1 Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

28.2 Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: CONTRIBUTION

- 29.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 29 with respect to the Third Party Claim.
- 29.2 With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgements, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgements, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 29.3 With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgements, fines or settlement amounts. Local Governments contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Local Government's performance of its obligations under this Agreement.

SECTION 31: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 32: ADDITIONAL PROVISIONS

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 33: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A - Statement of Work, Exhibit B -Insurance, and Exhibit C Additional Requirements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below. STATE OF OREGON acting by and through its

OREGON DEPARTMENT OF ENERGY

Michael Kaplan, Director

Date

Blake Johnson
Chief Financial Officer

Date

Jan Lemke
Designated Procurement Officer

Date

Address:
625 Marion St. NE
Salem, OR 97301

Federal ID Number: 93-0643773

Approved for Legal Sufficiency in accordance with ORS 291.047

NOTREQUIRED

Assistant Attorney General

COMMUNITY SOLUTIONS FOR
CLACKAMAS COUNTY

Commissioner: John Ludlow
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

Signing on Behalf of the Board:

Richard Swift, Interim Director
Dept of Health, Housing & Human Services

Date

Maureen Thompson, Director
Community Solutions for Clackamas
County

Date

Federal ID Number: 93-6002286

EXHIBIT A - STATEMENT OF WORK

GENERAL INFORMATION.

Agency administers the SHOW Program, which serves Oregon households that heat with oil, propane, kerosene, butane, or wood.

Part I. Statement of Work

Local Government will conduct the following activities:

1. Qualify household by fuel type:
 - a. Oil
 - b. Propane
 - c. Butane
 - d. Kerosene
 - e. Wood
2. Qualify household by income level using standard guidelines for low-income programs.
3. Audit households and determine eligible measures.
4. Oversee installation of eligible measures in qualified households.
 - a. Eligible measures include:
 - i. Insulation
 - ii. House tightening measures
 - iii. Flame retention burners
 - iv. Windows
 - v. Furnaces
 - vi. Furnaces with above-ground tanks
 - vii. Blower door tests
 - viii. Blower door assisted air sealing
 - b. The maximum total rebate per household for all measures is \$2,500.00, as set forth in OAR 330-061-0025.
5. Complete a SHOW Data Sheet for each qualified household. The SHOW Data Sheet can be accessed to print and/ or fill out electronically through this link:
http://www.oregon.gov/ENERGYZONS/RES/weather/docs/CAP_Rtbi_Sheet.

If Local Government has difficulty accessing the link, a copy may be requested by calling Agency.

Part II. Reimbursement Provisions

1. Reimbursement for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum amount of award listed in Section 6. Local Government's travel and other expenses shall not be reimbursed by Agency.
2. Reimbursements shall be made to Local Government upon receipt and approval of an invoice request supported by properly completed SHOW Data Sheets and back up receipts. Requests for reimbursement will not be processed without this documentation.
3. No reimbursement will be made for any services performed before the Effective Date or after the expiration date of this Agreement.

Local Government shall submit reimbursement requests and documentation to:

Gina Gonzalez
Oregon Department of Energy
625 Marion Street NE
Salem OR 97301-3737

4. Reimbursement requests are due a maximum of three (3) months from the date of completed work. Reimbursement requests may not be paid if the work is older than three (3) months.
5. Local Government shall not submit reimbursement requests for any location that has already received the maximum rebate allowed by the SHOW Program.

EXHIBIT B - INSURANCE

No insurance required

EXHIBIT C - ADDITIONAL REQUIREMENTS

SECTION 1: CONFIDENTIALITY AND NONDISCLOSURE

1.1 Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other Party. Any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of this Agreement that reasonably could at the time of its disclosure be understood to be confidential is confidential information of the disclosing Party ("Confidential Information"). Any reports, summaries, or other documents or items (including software) that result from a receiving Party's use of Confidential Information of the disclosing Party is also confidential information of the disclosing Party. Confidential Information does not include information that:

- a) Is or becomes (other than by disclosure by the receiving Party) publicly known or is contained in a publicly available document, except to the extent that applicable law continues to restrict or prohibit disclosure;
 - b) Is furnished by the disclosing Party to others without restrictions similar to those imposed on the receiving Party under this Agreement;
 - c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the disclosing Party under this Agreement;
 - d) Is obtained from a source other than the disclosing Party without the obligation of confidentiality;
 - e) Is disclosed with the written consent of the disclosing Party; or
- 0 Is independently developed by the receiving Party's officers, directors, employees and agents who can be shown to have had no access to the Confidential Information of the disclosing Party.

1.2 The receiving Party shall hold all Confidential Information of the disclosing Party in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information of the disclosing Party to third parties; shall not use Confidential Information of the disclosing Party for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise its officers, directors, employees and agents that receive or have access to the Confidential Information of their obligations to keep Confidential Information of the disclosing Party confidential. These confidentiality obligations do not restrict disclosure of Confidential Information if the receiving Party can show that any one of the following conditions exists:

- a) The disclosure was required to respond to a subpoena or court order duly issued in a judicial or legislative process and the receiving Party notified the disclosing Party of the subpoena or court order at least five days prior to the disclosure of the disclosing Party's Confidential Information, unless such notice could not reasonably be given; or
- b) The disclosure was required to respond to a public records request made under the Oregon Public Records Law, ORS 192.410 to 192.505, and the receiving party notified the disclosing

Party of the public records request at least five days prior to the disclosure of the disclosing Party's Confidential Information.

- 1.3 The receiving Party shall use its best efforts to assist the disclosing Party in identifying and preventing any unauthorized use or disclosure of Confidential Information of the disclosing Party. Without limiting the generality of the foregoing, the receiving Party shall advise the disclosing Party immediately in the event it learns or has reason to believe that any person who has had access to Confidential Information of the disclosing Party has violated or intends to violate the terms of this Agreement
- 1.4 As requested by the disclosing Party, the receiving Party shall return to the disclosing Party, or destroy, all Confidential Information of the disclosing Party disclosed to the receiving Party, except that the receiving Party may retain one archival copy of the Confidential Information of the disclosing Party as and to the extent required by applicable records retention laws. Nothing in the Agreement is intended to make the receiving Party a custodian of any record or any information, documents or materials provided by the disclosing Party to the receiving Party.



SCOTT CAUFIELD, MANAGER
RESOURCE CONSERVATION AND SOLID WASTE PROGRAM

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

September 15, 2016

Board of Commissioners
Clackamas County

Members of the Board:

APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND CITY OF HAPPY VALLEY FOR SOLID WASTE MANAGEMENT SERVICES

| | |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Purpose/Outcome | Approval and signing of an IGA to perform Solid Waste Planning and Franchise Review services for the City of Happy Valley. |
| Dollar Amount and Fiscal Impact | Annual revenue of approximately \$27,000, included in current budget. |
| Funding Source | Franchise Fees from City customers receiving solid waste collection services and funds from Metro for solid waste planning and technical assistance. |
| Duration | Until terminated by either party |
| Previous Board Action/Review | 1 st agreement March 8, 1979; 2 nd agreement April 25 th 1996; 3 rd agreement May 3, 2008 |
| Contact Person | Rick Winterhalter, Sr. Sustainability Analyst (503) 742-4466 |
| Contract No. | N/A |

BACKGROUND

Solid waste IGA between Clackamas County and City of Happy Valley

Since 1979, amended in 1996 and 2008, the County and City of Happy Valley have maintained an IGA for solid waste management services. This IGA represents a continuation of the services with a revised compensation agreement. Attached is the new IGA requesting the County continue to administer Solid Waste Management Services.

County Counsel reviewed and approved as to form the document IGA.

RECOMMENDATION

Staff respectfully recommends the Board of County Commissioners approve and sign the Intergovernmental Agreement with the City of Happy Valley.

Sincerely,

Scott Caufield
Resource Conservation & Solid Waste Manager

Attachments

DRAFT

Approval of Previous Business Meeting Minutes:

August 11, 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, August 11, 2016 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Brian Johnson, Gladstone – concerns regarding County road work.
~Board Discussion including Mike Bezner to answered some questions.
2. John Macado, Estacada - spoke regarding SB 1513.
~Board Discussion~

*Commissioner Savas was excused after Citizen Communication to attend an event on behalf of the Board.

II. PUBLIC HEARINGS

1. Second Reading of Ordinance No. 03-2016 for Proposed Amendments to the Clackamas County Code *first reading was July 28th*
Stephen Madkour, County Counsel presented the staff report.
Chair Ludlow opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion to read by title only.

MOTION:

Commissioner Smith: I move we read the ordinance by title only.
Commissioner Schrader: Second.
Clerk calls the poll.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Chair Ludlow: Aye – the motion passes 4-0, he asked the Clerk to read the Ordinance by title only, then asked for a motion.

MOTION:

Commissioner Smith: I move we Adopt Ordinance No. 03-2016 for Proposed Amendments to the Clackamas County Code.
Commissioner Bernard: Second.
Clerk calls the poll.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – the motion passes 4-0.

2. **Board Order No's. 2016-77, 2016-78 and 2016-79** for Boundary Change Proposal CL 16-004, CL 16-005 and CL 16-006 Annexation to Clackamas County Service District No. 1

Chris Storey, County Counsel, Ken Martin Boundary Change Consultant presented the staff report for the three boundary change proposals, CL 16-004, CL 16-005 and CL 16-006.

~Board Discussion~

Chair Ludlow opened the public hearing for proposal CL 16-004 and asked if anyone would like to speak, seeing none he closed the public hearing for CL 16-004. He opened the public hearing for proposal CL 16-005 and asked if anyone would like to speak, seeing none he closed the public hearing for CL 16-005. He opened the public hearing for proposal CL 16-006 and asked if anyone would like to speak, seeing none he closed the public hearing for CL 16-006 and asked for a motion.

MOTION:

Commissioner Schrader: I move we approve the board orders for Boundary Change Proposal CL 16-004, CL 16-005 and CL 16-006 Annexation to Clackamas County Service District No. 1.

Commissioner Bernard: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – it passes 4-0.

3. **Resolution No. 2016-80** Referring a Ballot Measure Authorizing a Motor Vehicle Fuel Tax for County Road Maintenance

Stephen Madkour, County Counsel presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Smith: I move we read the ordinance by title only.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – the motion passes 4-0

4. **Resolution No. 2016-81** Referring Ordinance Imposing a 3% Tax on Retail Sales of Marijuana Items by a Marijuana Retailer in Unincorporated Areas

Stephen Madkour, County Counsel presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Smith: I move we approve the Resolution Referring Ordinance Imposing a 3% Tax on Retail Sales of Marijuana Items by a Marijuana Retailer in Unincorporated Areas.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – the motion passes 4-0

III. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

A. Health, Housing & Human Services

1. Approval of an Agency Services Contract Amendment with Family Skill Builders for In-Home Safety and Reunification Services – *Children, Youth & Families*
2. Approval of an Agency Services Contract Amendment with Northwest Family Services for In-Home Safety and Reunification Services – *Children, Youth & Families*
3. Approval of Agency Service Contract with Northwest Family Services for Family Resource Coordinator Services – *Children, Youth & Families*
4. Approval of a Subrecipient Agreement with Todos Juntos for Family Resource Coordinator Services – *Children, Youth & Families*
5. Approval of Intergovernmental Agreement #148991, Amendment #2 with the State of Oregon Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents Age 60 and Over – *Social Services*
6. Approval of a Grant Agreement from the U.S. Department of Housing and Urban Development (HUD), for the Coordinated Housing Access System – *Social Services*
7. Approval of a Grant Agreement from the U.S. Department of Housing and Urban Development (HUD), Supportive Housing Program for the Housing Our Heroes Project – *Social Services*
8. Approval of a Revenue Agreement with Central City Concern for Funding of Behavioral Health Services at Chez Ami Apartments – *Behavioral Health*
9. Approval of a Revenue Intergovernmental Agreement with Multnomah County for Wraparound Care Coordinator Consultation Services – *Behavioral Health*
10. Approval of a Revenue Intergovernmental Agreement with Multnomah County for a Regional Prevention Coordinator for FY 2015/16 – *Behavioral Health*
11. Approval of an Agency Services Contract with ColumbiaCare Services, Inc. for Residential Treatment Services – *Behavioral Health*
12. Approval of an Agency Service Contract with ColumbiaCare Services, Inc. for Supported Housing Services – *Behavioral Health*
13. Approval of an Application to US Department of Housing and Urban Development, Continuum of Care Program Annual Renewal of Funds – *Housing & Community Development*

B. Department of Transportation & Development

1. **Board Order No. 2016-82** Declaring a Portion of Monterey Ave. to be County Road No. 3443

C. Disaster Management

1. Approval of FY15 Urban Area Security Initiative (UASI) Subrecipient Grant Agreement with Clackamas River Water

D. Public & Government Affairs

1. **Board Order No. 2016-83** In the Matter of the Service Area Expansion of the Cable Television Franchise with Comcast and Clear Creek Communications

E. Business & Community Services

1. Approval of a Contract with Moore Iocofano Goltsman, Inc. DBA MIG to Provide a North Milwaukie Industrial Area Plan for the City of Milwaukie - *Procurement*

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval to Submit an Application for the Revenue Grant Contract Agreement with Metro for Land Acquisition for North Clackamas Park.

V. WATER ENVIRONMENT SERVICES

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

1. Acceptance and Approval of Easement Between the Tri-City Service District and Country Village Estates, LLC for Sanitary Sewer Easement (Variable)
2. Acceptance and Approval of Easement Between the Tri-City Service District and Country Village Estates, LLC for Sanitary Sewer Easement (20 Foot)
3. Acceptance and Approval of Easement between the Tri-City Service District and Portland General Electric Company for Sanitary Sewer Easement

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:45 PM

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



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

September 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Assistants

**A Bargain and Sale Deed Conveying an Interest in Certain Property
Located in the Vicinity of SE Sunnyside Road and SE 105th Avenue**

| | |
|----------------------------------------|-----------------------------------------------------------------------------------------------|
| Purpose/Outcomes | Execute Bargain and Sale deed to convey interest in certain property pursuant to court order. |
| Dollar Amount and Fiscal Impact | None identified |
| Funding Source | N/A |
| Duration | Indefinitely |
| Previous Board Action | None |
| Strategic Plan Alignment | Build public trust through good government. |
| Contact Person | Nate Boderman, 503-655-8364 |
| Contract No. | None |

BACKGROUND:

Clackamas County acquired various parcels as part of a project to widen Sunnyside Road. A portion of the property owned by Creekside Associates Limited Partnership ("Creekside"), which is the owner of Creekside Apartments, was taken by condemnation. A result of the condemnation proceedings was a court order directing Clackamas County to transfer certain property to Creekside for purposes of constructing signage in the area. See Clackamas County Case Nos. CCV-02-11767, CCV-00-05032 and CCV-03-01280. To date, this transfer has not yet occurred.

Consistent with the court orders referenced above, the court directed the transfer of the property to contain the following deed restrictions:

1. The Property shall not be used as a parking lot, or for any parking of vehicles.
2. No structures shall be built on the Property, except that signage and related structures shall be allowed, as well as landscape irrigation and those items normally incident to a landscaped area containing a lighted sign.

A bargain and sale deed is attached to this staff report that would transfer Clackamas County's interest in the property, consistent with the court orders referenced above.

RECOMMENDATION:

Staff recommends the Board execute the attached bargain and sale deed and direct the clerk to record the deed at no cost to the County.

Respectfully submitted,

Nate Boderman
Assistant County Counsel

Attachments:

Bargain and Sale Deed
Clackamas County Case Nos. CCV-02-11767, CCV-00-05032 and CCV-03-01280

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <p><u>BARGAIN AND SALE DEED</u></p> <p><u>GRANTOR:</u> Clackamas County Development Services Building 150 Beaver Creek Road Oregon City, OR 97045</p> <p><u>GRANTEE:</u> Creekside Associates Limited Partnership 500 Washington Avenue South, Suite 3000 Minneapolis, MN 55415</p> <p>After Recording Return To: Creekside Associates Limited Partnership 500 Washington Avenue South, Suite 3000 Minneapolis, MN 55415</p> <p>Until a Change is Requested, Tax Statements shall be sent to the following address: Creekside Associates Limited Partnership 500 Washington Avenue South, Suite 3000 Minneapolis, MN 55415</p> | <hr/> <p>Agenda No: _____ and/or Board Order No: _____</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|

BARGAIN and SALE DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the CLACKAMAS COUNTY, a corporate body politic, does hereby grant, bargain, sell and convey as grantor unto Creekside Associates Limited Partnership, an Oregon limited partnership as grantee and to its successors and assigns, all of the following described real property, with the tenements, hereditaments and appurtenances (the "Property") situated in the County of Clackamas, State of Oregon, to wit:

See Exhibits A and B, attached hereto and incorporated herein.

Exhibit A: A 2 (two) page legal description of the Property.

Exhibit B: A 1 (one) page map illustrating the Property (identified as the "Area of Conveyance").

This is a transfer of land pursuant to Clackamas County Case Nos. CCV-02-11767, CCV-00-05032 and CCV-03-01280. Other consideration than money was the true and actual consideration for this conveyance.

Consistent with the judgements set forth in the Clackamas County Circuit Court cases referenced above, Grantee, its successors and assigns, and all users of the Property shall be subject to the following restrictions:

1. The Property shall not be used as a parking lot, or for any parking of vehicles.
2. No structures shall be built on the Property, except that signage and related structures shall be allowed, as well as landscape irrigation and those items normally incident to a landscaped area containing a lighted sign.

“BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Clackamas County has caused this instrument to be executed by duly elected officers this ____ day of _____, 2016.

CLACKAMAS COUNTY, a corporate body politic

By: _____
John Ludlow, Chair

STATE OF OREGON)
) ss.
County of Clackamas)

On this ____ day of _____, 2016 before me the undersigned, a notary public in and for such state, the foregoing instrument was acknowledged before me by John Ludlow, Chair, on behalf of the Clackamas Board of County Commissioners.

Notary Public for Oregon
My Commission Expires: _____

Exhibit A

EXHIBIT "A"

Page 1 of 2

Map No.22E03BB00200
August 3, 2016

A tract of land, being a portion of that property described in the Warranty Deed to Clackamas County recorded October 27, 2000, as Document No. 2000-074025, Deed Records of Clackamas County, Oregon, said tract of land Situated in the Northwest quarter of Section 3, Township 2 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon, being more particularly described as follows.

Lot 2, Block 1, PARKSIDE.

Excepting there from that portion in road right of way described in Document 2013-013983, Deed Records of Clackamas County, Oregon

Containing 1,274 Square Feet more or less.



RENEWS: 12-31-17

EXHIBIT "A"

Page 2 of 2

Map No.22E03BB00100
August 3, 2016

A tract of land, being a portion of that property described in the Warranty Deed to Clackamas County recorded October 27, 2000, as Document No. 2000-070025, Deed Records of Clackamas County, Oregon, said tract of land Situated in the Northwest quarter of Section 3, Township 2 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon, Being more particularly described as follows.

Lot 1, Block 1, PARKSIDE.

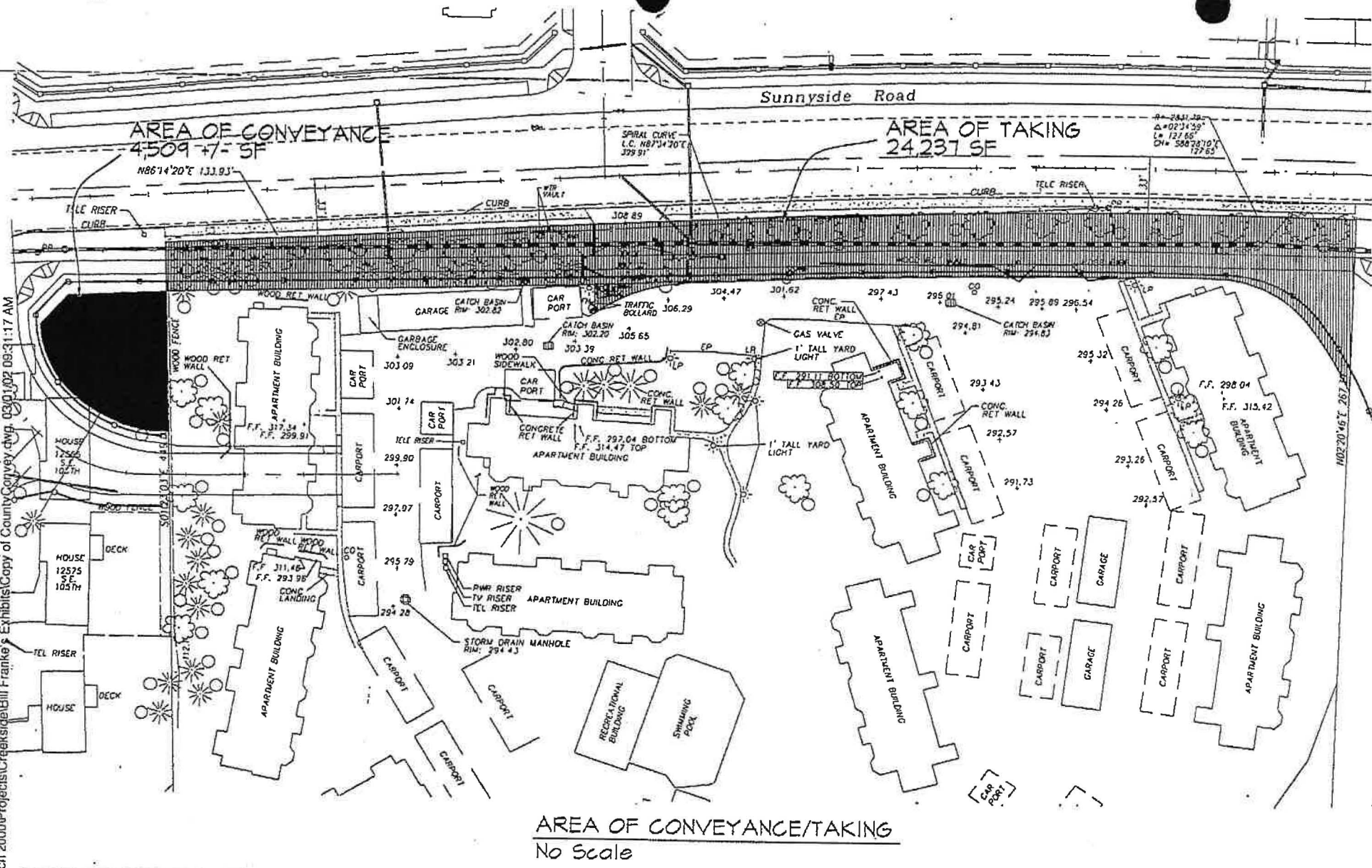
Excepting there from that portion in road right of way described in Document 2013-013984, Deed Records of Clackamas County, Oregon

Containing 3,666 Square Feet more or less.



RENEWS: 12-31-17

G:\HOME\Arch 2000\Projects\Creekside\Bill Franke's Exhibits\COPY of County Conveyance.dwg 03/01/02 09:31:17 AM



AREA OF CONVEYANCE/TAKING
No Scale

EXHIBIT

B

PROJECT NAME : Sunnyside Rd.

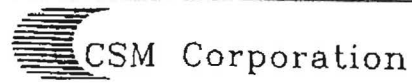
DRAWN BY :

DAW

BUILDING NAME : Creekside Apartments

DATE :

03.01.02



STATE OF OREGON
CLACKAMAS COUNTY COURT
FILED:

03 DEC 19 PM 1:22

ENTERED

ENTERED BY _____

DEC 19 2003

DOCKETED BY _____

By: L.T.

1
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3
4 IN THE CIRCUIT COURT OF THE STATE OF OREGON

5 FOR THE COUNTY OF CLACKAMAS

6 CLACKAMAS COUNTY, a political
7 subdivision of the State of Oregon,

8 Plaintiff,

9 vs.

10 CREEKSIDE ASSOCIATES LIMITED
11 PARTNERSHIP, an Oregon limited
12 partnership, CSM CORPORATION, a foreign
13 corporation, KRUPP MORTGAGE
14 CORPORATION, a foreign corporation and
15 KRUPP INSURED MORTGAGE LIMITED
16 PARTNERSHIP, a foreign limited
17 partnership,

18 Defendants.

No. CCV 02-11767

**STIPULATED JUDGMENT IN
CONDEMNATION**

19 This Action was settled pursuant to agreement placed in this Court's record on November
20 19, 2003 before the Honorable Steven L. Maurer. Plaintiff was represented by Martin Dolan and
21 David Griggs of Dolan Griggs and McCulloch, LLP.

22 Defendants were represented by D. Joe Willis and Jeffrey Ryan Jones of Schwabe
23 Williamson & Wyatt P.C. Three Actions some containing counter claims were consolidated for
24 trial bearing Clackamas County Civil Nos. CCV 03-01280, CCV 02-11767 and CCV 00-05032.
25 Separate Judgments shall be entered for each but a copy of each separate judgment shall be filed
26 in all three cases.

The court makes the following findings and conclusions.

1) Defendant's affirmative defenses are withdrawn. This court has subject matter

1 jurisdiction and personal jurisdiction of the parties;

2 2) The real property and interest described in Plaintiff's Complaint and its Exhibit A is
3 necessary for and has at this time been applied to a public purpose for the location construction
4 and use of the Sunnyside Road Project and;

5 3) Prior to filing this action Plaintiff declared such necessity of and purpose for acquiring
6 such land and interests therein;

7 4) The interests of Krupp Mortgage Corporation, and Krupp Insured Mortgage Limited
8 Partnership have been fully satisfied and they hold no further interests in the property. Those
9 defendants are dismissed from this action without costs or disbursements;

10 5) Prior to filing this action Plaintiff attempted to acquire the land and interests therein by
11 negotiation but was unable to do so;

12 6) On December 2, 2002 the amount of \$916,195.00 was deposited into Court and
13 withdrawn by defendants; and

14 7) The parties have agreed that on December 19, 2003 at the time of presentation of this
15 Judgment to the Court the amount of \$(305,133) in good funds payable to Schwabe Williamson
16 & Wyatt, P.C. for the benefit of Defendant CSM Corporation and Creekside Associates Limited
17 Partnership, an Oregon limited partnership will be delivered to Schwabe Williamson & Wyatt,
18 P.C. in open court. This amount plus the prior deposit (\$916,195) equals the amount of
19 \$(1,221,328) and is Just Compensation for Defendants CSM and Creekside with the allocation of
20 \$430,000 for the interests in land and \$791,328 as severance damage to Creekside.

21 And upon such payment then:

22 Plaintiff shall have Judgment in Condemnation in its favor and against CSM Corporation,
23 a Minnesota Corporation and Creekside Associates Limited Partnership transferring and vesting
24 in Clackamas County:

25 1) Parcel 1 (Perpetual Right of Way Easement) as described in Exhibit A;

26 2) Parcel II (Non-Exclusive Public Utility Easement) as described in Exhibit A; and

1 3) Parcel III (Non-Exclusive Temporary Construction Easement) as described in
2 Exhibit A.

3 And the same is hereby transferred and vested in Plaintiff Clackamas County Oregon.

4 To the extent required to make this a final judgment any counterclaims and any other
5 claims of Plaintiff are dismissed with prejudice and the court expressly finds that there is no just
6 cause for delay and orders entry of this judgment forthwith.

7 No costs or disbursements are awarded to any party. A copy of this judgment shall also
8 be filed in CCV 03-01280, CCV 00-05032.

9 The amount paid as stated in Paragraph 7 is the Just Compensation due and the Court
10 finds that payment of this amount by agreement in settlement is fair and reasonable and approves
11 the same. As part of the rationale for accepting the amount stated in Paragraph 7 in this action
12 and Paragraph 8 in Civil No. CCV00-05032, the Court has determined that certain modifications
13 will occur to a portion of the sound wall near the Northwest corner of the property, that
14 Creekside had the right to construct certain signs in that area (subject only to obtaining a building
15 permit for the structure and an electrical permit for the lighting) on the land that will be
16 transferred from Plaintiff to Creekside that parcel of land is adjacent to the Creekside parcel but
17 inside the sound wall at the Northwest corner of the property and will be conveyed by Clackamas
18 County (the transfer will contain deed restriction prohibiting use as a parking lot or building a
19 structure other than the sign and its related structure, irrigation for landscaping and those items
20 normally incident to a landscaped area containing a lighted sign) and that Creekside will pay to
21 create and have certain letters placed on the sound wall at the Northwest corner of the property
22 all of which is set out in further detail by the parties' agreement and Court Exhibits A through D.
23 Plaintiff will end the sound wall at the Northeast corner of the project at approximately where it
24 was ended on November 17, 2003 and will use chain link fencing matching the adjacent chain
25 link to close that area. This will be done in a reasonable manner to match and tie to the chain
26 link fence used and in place. Plaintiff has confirmed that there is no engineering nor land interest


1 issue relating to Creekside's or CSM's desire to possibly have a new sign along Sunnybrook
2 Road near the cul-de-sac on defendants' property if it should be located in the Slope Utility and
3 Wall easement area, but that sign must go through all other applicable application procedures if it
4 is pursued.

5 The Court further retains jurisdiction of this matter for the limited purpose of resolving
6 any disputes concerning the obligations of the parties pursuant to their agreement.

7 The property has already been put to a public purpose pursuant to Orders allowing
8 possession, and no repurchase rights exist. CSM Corporation is designated as the Party to notify
9 in the event of any change of use in the future at CSM Corporation, 500 Washington Avenue
10 South, Suite 3000, Minneapolis, Minnesota 55415 c/o D. Joe Willis, Schwabe Williamson &
11 Wyatt, P.C., 1211 SW Fifth Avenue, Suite 1900, Portland, Oregon 97204.

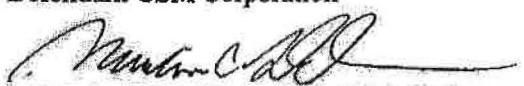
12
13 IT IS SO ORDERED.

14 Dated: December 19, 2003

15 
Honorable Steven L. Maurer

16 Approved as to form:

17 
18
19 Donald Joe Willis, Attorney for
Defendant CSM Corporation

20 
21 David H. Griggs, Attorney for Plaintiff
22 Clackamas County

STATE OF OREGON
CLACKAMAS COUNTY COURT
FILED:

03 DEC 19 PM 1:22

ENTERED ENTERED

DOCKETED DEC 19 2003

By: L.T.

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4 IN THE CIRCUIT COURT OF THE STATE OF OREGON
5 FOR THE COUNTY OF CLACKAMAS
6

7 CLACKAMAS COUNTY, a political
8 subdivision of the State of Oregon,

9 Plaintiff,

10 v.

11 C.S.M. CORPORATION, a Minnesota
12 corporation,

13 Defendant.
14

Case No. CCV0005032

**STIPULATED JUDGMENT OF
CONDEMNATION**

15 This Action was settled pursuant to agreement placed in this Court's record on November
16 19, 2003 before the Honorable Steven L. Maurer. Plaintiff was represented by Martin Dolan and
17 David H. Griggs of Dolan Griggs and McCulloch, LLP.

18 Defendants were represented by D. Joe Willis and Jeffrey Ryan Jones of Schwabe
19 Williamson & Wyatt P.C. Three Actions some containing counter claims were consolidated for
20 trial bearing Clackamas County Civil Nos. CCV 03-01280, CCV 02-11767 and CCV 00-05032.
21 Separate Judgments shall be entered for each but a copy of each separate judgment shall be filed
22 in all three cases.

23 The court makes the following findings and conclusions.

24 1) Defendant's affirmative defenses are withdrawn. This court has subject matter
25 jurisdiction and personal jurisdiction of the parties;

26 2) The real property and interest described in Plaintiff's Amended Complaint and its

1 Exhibit A is necessary for and has at this time been applied to a public purpose for the location
2 construction and use of the Sunnybrook Extension Road and;

3 3) Prior to filing this action Plaintiff declared such necessity of and purpose for acquiring
4 such land and interests therein;

5 4) The interests of Krupp Mortgage Corporation and Krupp Insured Mortgage Limited
6 Partnership have been fully satisfied and they hold no further interests in the property. Those
7 defendants are dismissed from this action without cost or disbursements;

8 5) Prior to filing this action Plaintiff attempted to acquire the land and interests therein by
9 negotiation but was unable to do so;

10 6) The allegation in Paragraph 6 of Plaintiff's Amended Complaint relating to a claimed
11 obligation to or dedication of Parcel 1 (Right of Way Dedication) has been resolved against
12 Plaintiff by prior Partial Summary Judgment Order and what is referenced as Right of Way
13 Dedication on the land described as Parcel 1 is modified to a Perpetual Right of Way Easement
14 on the same land;

15 7) On May 3, 2000 the amount of \$58,140.00 was deposited into Court and withdrawn by
16 defendants; and

17 8) The parties have agreed that on December 19, 2003 at the time of presentation of this
18 agreement the amount of \$(1,219,532) in good funds payable to Schwabe Williamson & Wyatt,
19 P.C. for the benefit of Defendant CSM Corporation will be delivered to Schwabe Williamson &
20 Wyatt, P.C. in open court. This amount plus the prior deposit in amount of \$(58,140) is
21 (\$1,277,672) and is Just Compensation for CSM and Creekside Associates Limited Partnership,
22 an Oregon limited partnership, which was alleged to be an additional owner by CSM and
23 allocated between them with \$350,000 to CSM for taking of the interests in land and \$927,672 to
24 Creekside Associates for severance damages resulting from the taking.

25 And upon such payment then:

26 Plaintiff shall have Judgment in Condemnation in its favor and against CSM Corporation,

1 a Minnesota Corporation, transferring and vesting in Clackamas County:

2 1) Parcel I Perpetual Right of Way Easement (which is labeled in Exhibit A as
3 (Dedication but which is modified to be a Perpetual Right of Way Easement) described in
4 Exhibit A commencing at pages 1 and continuing and commencing again at page 5 and
5 continuing;

6 2) Parcel II Right of Way Acquisition (which is also modified to be a Perpetual Right of
7 Way Easement) described in Exhibit A;

8 3) Parcel III Slope Utility and Wall Easement described in Exhibit A which are non-
9 exclusive easements;

10 4) Parcel IV Slope Utility and Wall Easement described in Exhibit A which are non-
11 exclusive easements; and

12 5) Parcel V Conservation Easement.

13 And the same is hereby transferred and vested in Plaintiff Clackamas County Oregon.

14 To the extent required to make this a final judgment any defendants' counterclaims and
15 any other claims of Plaintiff are dismissed with prejudice and the court expressly finds that there
16 is no just cause for delay and orders entry of this judgment forthwith.

17 No costs or disbursements are awarded to any party. A copy of this judgment shall also
18 be filed in CCV 03-01280, CCV 02-11767.

19 The amount paid as stated in Paragraph 8 is Just Compensation and the Court finds that
20 payment of this amount by agreement in settlement is fair and reasonable and approves the same.
21 As part of the rationale for accepting the amount stated in Paragraph 8 and Paragraph 7 in Civil
22 No. CCV02-11767, the Court has determined that certain modifications will occur to a portion of
23 the sound wall near the Northwest corner of the property, that Creekside has the right to construct
24 certain signs in that area (subject only to obtaining a building permit for the structure and an
25 electrical permit for the lighting) on the land that will be transferred to Creekside, that a parcel of
26 land adjacent to the Creekside parcel but inside the sound wall at the Northwest corner of the

1 property will be conveyed by Clackamas County (the transfer will contain deed restriction
2 prohibiting use as a parking lot or building a structure other than the sign and its related structure,
3 irrigation for landscaping and those items normally incident to a landscaped area containing a
4 lighted sign) and that Creekside will pay to create and have certain letters placed on the sound
5 wall at the Northwest corner of the property all of which is set out in further detail by the parties'
6 agreement and Court Exhibits A through D. Plaintiff will end the sound wall at the Northeast
7 corner of the project at approximately where it was ended on November 17, 2003 and will use
8 chain link fencing matching the adjacent chain link to close that area. This will be done in a
9 reasonable manner to match and tie to the chain link fence used and in place. Plaintiff has
10 confirmed that there is no engineering nor land interest issue relating to Creekside's or CSM's
11 desire to possibly have a new sign along Sunnybrook Road near the cul-de-sac on defendants'
12 property if it should be located in the Slope Utility and Wall easement area, but that sign must go
13 through all other applicable application procedures if it is pursued.

14 The Court further retains jurisdiction of this matter for the limited purpose of resolving
15 any disputes concerning the obligations of the parties pursuant to their agreement.

16 The property has already been put to a public purpose pursuant to Orders allowing
17 possession, and no repurchase rights exist. CSM Corporation is designated as the Party to notify

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///


24 ///

25 ///


26 ///


1 in the event of any change of use in the future at CSM Corporation, 500 Washington Avenue
2 South, Suite 3000, Minneapolis, Minnesota, 55415 c/o D. Joe Willis, Schwabe Williamson &
3 Wyatt, P.C., 1211 SW Fifth Avenue, Suite 1900, Portland, Oregon 97204.

4 Dated this 19th ~~day~~ ^{December} of ~~November~~, 2003.

5
6 
7 Honorable Steven L. Maurer

8
9 Approved as to form:

10 
11 _____
12 Donald Joe Willis, Attorney for
13 Defendant CSM Corporation

14 
15 _____
16 David Griggs, Attorney for Plaintiff
17 Clackamas County

STATE OF OREGON
CLACKAMAS COUNTY COURT
FILED

03 DEC 19 PM 1:22

ENTERED BY

ENTERED

DOCKETED BY
DEC 19 2003

By: L.T.

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CLACKAMAS

CREEKSIDE ASSOCIATES LIMITED
PARTNERSHIP, an Oregon Limited
Partnership Corporation,

Plaintiff,

vs.

CLACKAMAS COUNTY, a political
subdivision of the State of Oregon,

Defendant.

No. CCV 03-01280

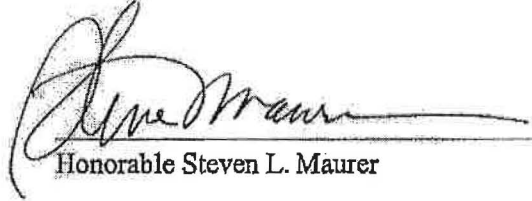
**STIPULATED JUDGMENT OF
DISMISSAL AS PART OF SETTLEMENT**

This Action was settled pursuant to agreement placed on the record on November 19, 2003 before the Honorable Steven L. Maurer. Defendant Clackamas County was represented by Martin Dolan and David H. Griggs of Dolan, Griggs & McCulloch. Plaintiff Creekside Associates Limited Partnership was represented by D. Joe Willis and Jeffrey Jones of Schwabe Williamson & Wyatt. Three Actions were consolidated for trial bearing Clackamas County Civil Nos. CCV 03-01280, CCV 02-11767 and CCV 00-05032 Separate Judgments shall be entered for each but a copy of each separate judgment shall be filed in all three cases.

1 As part of the settlement agreement placed on the record, this captioned case is hereby
2 DISMISSED with prejudice without costs, disbursements or attorney fees awarded to either
3 party and is effective upon completion and entry of the other two judgments contemplated and to
4 be entered contemporaneously.


5 IT IS SO ORDERED.

6 Dated: December 19, 2003


Honorable Steven L. Maurer

8 Approved as to form:
9

10 
11 Donald Joe Willis, Attorney for
12 Defendant CSM Corporation

13 
14 David H. Griggs, Attorney for Plaintiff
Clackamas County



September 15, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

**A Board Order Approving a Tax Foreclosed Property for Declaration as Surplus
and Established Minimum Bid Amount**

| | |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Purpose/Outcomes | Return the tax foreclosed parcel to the tax rolls |
| Dollar Amount and Fiscal Impact | Dollar amount varies depending on sale results. |
| Funding Source | N/A |
| Duration | Management and disbursement of tax foreclosed and surplus properties are ongoing. |
| Previous Board Action | A Study Session with the Board of County Commissioners was held on August 9, 2016 to discuss this parcel. The Board approved the parcel to be declared as surplus for sale or distribution. |
| Strategic Plan Alignment | 1. Management of Tax Foreclosed properties 2. Build public trust through good government. |
| Contact Person | Rick Gruen, Property Resources Manager 503.742.4345 |

BACKGROUND: Clackamas County's Department of Assessment and Taxation annually forecloses on tax-delinquent properties. The foreclosure process is a six year process – taxes must be delinquent for three years, then a two year judgment is filed and in the sixth year foreclosure occurs and the property is deeded to the County in lieu of uncollected taxes. Following the recording of the deed in the County's name, the management and disposition is then transferred to the Property Resources Division of the Department of Business and Community Services. Property Resources Division is tasked with managing, administering and dispersing of tax foreclosed real property assets in a cost effective manner that will provide a County public benefit. No General Fund resources are currently allocated to this program

RECOMMENDATION: Staff recommends the Board of County Commissioners approve the tax foreclosed property for declaration as surplus and set the minimum bid amount.

Respectfully submitted,

Laura Zentner, Deputy Director
Business and Community Services

In the Matter of the Sale of Real
Property acquired by Clackamas
County by tax deed, gift or purchase.

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that the real property parcels listed below, having been acquired by Clackamas County by tax deed, gift or purchase, are not currently in use for County purposes; and

IT FURTHER APPEARING a list of the proposed auction properties was circulated and reviewed by County Department Heads and other governmental agencies within Clackamas County and are therefore presumed surplus.

IT FURTHER APPEARING to the Board that the following properties should be offered for public sale for not less than the minimum price specified herein and in compliance with applicable portions of ORS Chapter 275.110;

NOW, THEREFORE, the Board finds that the real property parcels listed below are surplus, and selling them is in the best interest of the citizens of Clackamas County.

IT IS HEREBY ORDERED that the following properties shall be offered for sale for not less than the minimum price specified herein and in compliance with the applicable portions of ORS Chapter 275.110.

Parcels may be encumbered with restrictions, easements, conditions and covenants.

Clackamas County Surplus Real Estate Public Oral Auction
Development Services Building
Auditorium
150 Beavercreek Rd., Oregon City, OR 97045
Date: TBD

REGISTRATION begins at 9:00 a.m. / AUCTION begins at 10:00 a.m.
***** Auction will be conducted in English and in U.S. currency only *****

| Item # | Description | Assessed Real Market Value \$ | Minimum Bid \$ | Deposit Amount- 20% of the Minimum Bid |
|---------------|-------------------------------------------------------------------------------------|--------------------------------------|-----------------------|-----------------------------------------------|
| 1 | 25E18AC01500 and 1600 - Improved Parcel- off of Cedar Creek Approximately .46 Acres | \$225,681 | \$120,000 | \$24,000 |

In the Matter of the Sale of Real
Property acquired by Clackamas
County by tax deed, gift or purchase.

ORDER NO.

Page 2 of 2

IT IS FURTHER ORDERED that the Sheriff of Clackamas County, Oregon be and is hereby directed and authorized to sell the above described properties in the manner provided by law and for not less than the minimum price herein determined; and

IT IS FURTHER ORDERED that the Sheriff of Clackamas County, Oregon is hereby directed to advertise the sale of the above described property in a newspaper of general circulation, circulated and published in Clackamas County, once a week for four consecutive weeks prior to such sale. Such notice shall include the date, time and place of sale, the description of the properties or interests therein to be sold, the market value of the properties or interests as determined by a certified appraiser or the Clackamas County Department of Taxation and Assessment, the minimum price as fixed by the Board at the date of this order. The Sheriff shall further make a proof of publication of such notice in the same manner as proof of publication of summons is made and shall file such proof of publication with the county clerk. Copies of all Sheriff Sale documents shall be forwarded to the Property Resources section upon sale completion; and

IT IS FURTHER ORDERED that the Director or Deputy Director of Business and Community Services, is hereby authorized to act as representative of the Board of County Commissioners in the acceptance and execution of all documents necessary for the sales; and that the Director of Finance for Clackamas County is hereby authorized to execute all necessary documentation for the fulfillment of any contracts of sale associated with these sales at the time of fulfillment, as representative for the Board of County Commissioners.

DATED this 15th day of September, 2016

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



September 15, 2016

Board of County Commissioners
Clackamas County

Approve a Memorandum of Agreement (MOA)
between Metro, City of Oregon City, and Clackamas County regarding management of the
EPA Brownfields Grant

| | |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| Purpose/Outcome | To approve an MOA for management of a \$600,000 Brownfield Grant in partnership with County, Metro, and Oregon City |
| Dollar Amount and Fiscal Impact | In-kind County staff equal to \$20,125 |
| Funding Source | In-kind staff from BCS Business and Economic Development Division |
| Safety Impact | N/A |
| Duration | 3 years |
| Previous Board Action/Review | BCC Approved adopting the MOA in a Policy Session on Sept 6, 2016 |
| Contact Person | Catherine Grubowski-Johnson |
| Contract No. | N/A |

EXECUTIVE SUMMARY:

The agreement between Clackamas County, Metro, and Oregon City will outline roles and responsibilities on the \$600,000 EPA Grant, and allow for all parties to appoint 4-5 representatives to the Advisory Group/Task Force. This group will help develop prioritization criteria that will serve as guiding principles in awarding grant funding. Task Force members will serve for 3 years and meet quarterly to review candidate sites that seek grant funds. Additionally, Oregon City and Clackamas County will provide staff support for the quarterly Task Force meetings, as well as ongoing public outreach within the corridor.

Brian Harper of Metro will be the Project Manager. Mr. Harper will be responsible for managing the Project in accordance with the EPA-approved work plan, and overseeing the internal Metro Project team and all work completed by contractors. Coalition partners Clackamas County and Oregon City pledge leveraged funds (in-kind labor) totaling \$40,250 for their work on the Project. It is estimated that 208 hours (10% of one full-time employee) per year will be required for Metro to manage project tasks.

BACKGROUND

In December of 2015, Metro, Clackamas County, and Oregon City applied for a \$600,000 EPA Coalition Assessment Grant, focusing on a 9-mile stretch of the McLoughlin Corridor. The focus area includes the Cities of Milwaukie, Gladstone, and Oregon City, along with the unincorporated neighborhoods of Jennings Lodge and Oak Grove. The focal point of the application was the Willamette Falls site in

downtown Oregon City, where funds will be used to address existing hazardous material contamination in the existing buildings. This past May, Metro was notified by EPA that the application had been selected for full funding, in one of the most competitive application cycles since the inception of the Federal Brownfield Grant program.

- Project area includes portions of Milwaukie, through the McLoughlin corridor, to Oregon City
- Grant will focus on:
 - Petroleum-former gas stations, service stations, car repair/storage facilities
 - Hazardous substances-asbestos, lead based paint, other hazardous chemicals
- Grant allows for assessment of properties and development of remediation plans
- No grant funds can be expended on remediation (clean-up)
- Applicants are not eligible to obtain funds if they are a responsible party to the contamination or helped exacerbate the contamination
- Grant runs for 3 years and will be administered by Metro staff
- The grant will leverage existing CPD Grants, investment in the Willamette Falls site, and the newly opened Orange Line
- Ultimate outcomes include: healthier communities, job creation, economic opportunity, efficient use of land

RECOMMENDATION:

Staff respectfully request that the Board of County Commissioners approve the MOA as submitted.

ATTACHMENTS:

1. Memorandum of Agreement between Metro, Clackamas County, the City of Oregon City
2. Exhibit A, Depiction of Corridor (2016 EPA Coalition Assessment Grant Area)
3. Metro Coalition McLoughlin Corridor Brownfield Project Presentation

Respectfully submitted,

Laura Zentner, Deputy Director
Business and Community Services

MEMORANDUM OF AGREEMENT

Contract No. _____

THIS MEMORANDUM OF AGREEMENT (“MOA” or “Agreement”) is between Metro (“Metro”), the City of Oregon City (the “City”), and Clackamas County (the “County,” and together with Metro and the City, the “Parties”).

RECITALS

- A. By the authority granted in ORS 190.110 and 283.110, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that the parties to the agreement, its officers, or agents have the authority to perform.
- B. The U.S. Environmental Protection Agency (“EPA”) has awarded the Parties a \$600,000 Coalition Assessment Grant (the “Assessment Grant”), which runs from 2016-2019 and will focus on the assessment of properties that contain petroleum contamination or hazardous substance contamination within a designated 9-mile stretch of the McLoughlin Corridor, which corridor is depicted on the attached Exhibit A (the “Corridor”).
- C. The purpose of the Assessment Grant is to add to existing brownfield inventories, assess properties in the Corridor in an attempt to help spur redevelopment or re-use, and help achieve local and regional land use goals. In addition, the Assessment Grant will pay for continued assessment of the Willamette Falls Legacy Project site, in downtown Oregon City.
- D. EPA will disburse the Assessment Grant funds to Metro on September 1, 2016 provided that EPA requirements are met.
- E. The Parties desire to enter into this MOA to set forth roles and responsibilities for deliverables and implementation of the Assessment Grant.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises herein, it is agreed by and among the parties as follows:

TERMS OF AGREEMENT

1. Term. This MOA shall be effective as of the last date all required signatures are obtained (the “Effective Date”) and shall be completed and automatically terminate on December 31, 2019, unless extended by a fully executed amendment in writing and signed by all parties.

2. Project Lead; Approvals. Metro agrees to take the lead to implement the Assessment Grant by entering into an agreement with EPA (the “EPA Agreement”) and performing the requirements set forth in the EPA Agreement. Notwithstanding the foregoing, any major changes to plans and strategies described in the Assessment Grant application and any material decisions that affect the Assessment Grant shall require the written approval of the Parties, including, without limitation, selection of contractors, scope determination and/or changes, approval of change orders, approval of work reports, evaluation of the need for follow-up work or projects, and such other management decisions as necessary

to effectuate the Assessment Grant. Metro agrees that it shall receive the affirmative consent of the City and County before making such decisions on behalf of the grantees. Such approval shall be evidenced by email among the Parties' project managers. A Party may change its project manager by written notice to the other Parties. The project managers for the Parties are, as of the date of this Agreement:

| | |
|-------------------|-----------------------------|
| Oregon City: | Christina Robinson-Gardner |
| Clackamas County: | Catherine Grubowski-Johnson |
| Metro: | Brian Harper |

3. Advisory Group. The parties acknowledge and agree that as a condition of the Assessment Grant, EPA requires the parties to form an advisory committee to help recommend projects in the Corridor and provide comments regarding disbursement of grant funds (the "Advisory Group"). The Advisory Group shall meet quarterly, or more frequently if necessary, at a location to be determined by Metro. Each party shall appoint an equal number of members to the Advisory Group, and such members shall serve for the term of the Assessment Grant. In the event of any vacancy, the applicable party shall appoint a replacement member. If any member of the Advisory Group cannot attend a meeting of the Advisory Group, such member shall send a designate alternate. While Metro shall lead the formation of the Advisory Group and the logistics of organizing meetings of the Advisory Group, the County and City shall provide staff to attend the quarterly Advisory Group meetings. Additionally, County and City staff shall assist Metro in ensuring participation and attendance by Advisory Group members from their respective jurisdictions. Advisory Group members will serve as volunteers and not be compensated for their participation.

4. General. Each party shall, in the course of this Agreement:

- a. Comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement.
- b. Perform the work under this Agreement as an independent contractor and be exclusively responsible for all costs and expenses related to its employment of individuals performing the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

5. Insurance. The parties are individually insured for general liability insurance and workers' compensation insurance coverages. Each party is responsible for the wages and benefits of its respective employees performing services under this agreement.

6. Indemnification. Each party shall indemnify, defend, and hold harmless such other party (and its officers, employees, and agents) from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors, or omissions of the assigned personnel or agents acting pursuant to the terms of this Agreement, within the limits of the Oregon Tort Claims Act and the Oregon Constitution.

7. Access to Records. All parties and their duly authorized representatives shall have access to books, documents, papers, and records otherwise privileged under Oregon Law which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

8. Non-Discrimination. In their respective performances of this Agreement, neither party shall unlawfully discriminate against any person on the basis of race, ancestry, national origin, sex, disability,

age, religion, marital status or sexual orientation. Moreover, each party shall comport its performance with all applicable federal, state and local anti-discrimination acts and associated regulations.

9. Merger/Entire Agreement. This Agreement and attached exhibit(s) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless it is in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a part to enforce any provision of this agreement shall not constitute a waiver by that party of that provision or of any other provision.

10. Default / Termination. If a party fails to perform any of the provisions of this MOA after receipt of written notice from a non-defaulting party and fails to correct such failures within 10 days, then the non-defaulting parties may either (i) terminate this MOA as to the defaulting party by written notice to the defaulting party or (ii) institute enforcement proceedings to require compliance with the terms hereof, including requiring termination of unauthorized contracts and reimbursement of unauthorized expenditure of grant funds. Any termination of this MOA as to a defaulting party shall not prejudice any rights or obligations accrued to the parties prior to termination, and upon termination, the defaulting party shall be responsible for repayment of any lost or forfeited grant funds due to the default.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last date set forth below.

METRO

CITY

By: _____
Metro Chief Operating Officer

By: _____

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____

By: _____

COUNTY

By: _____

Date: _____

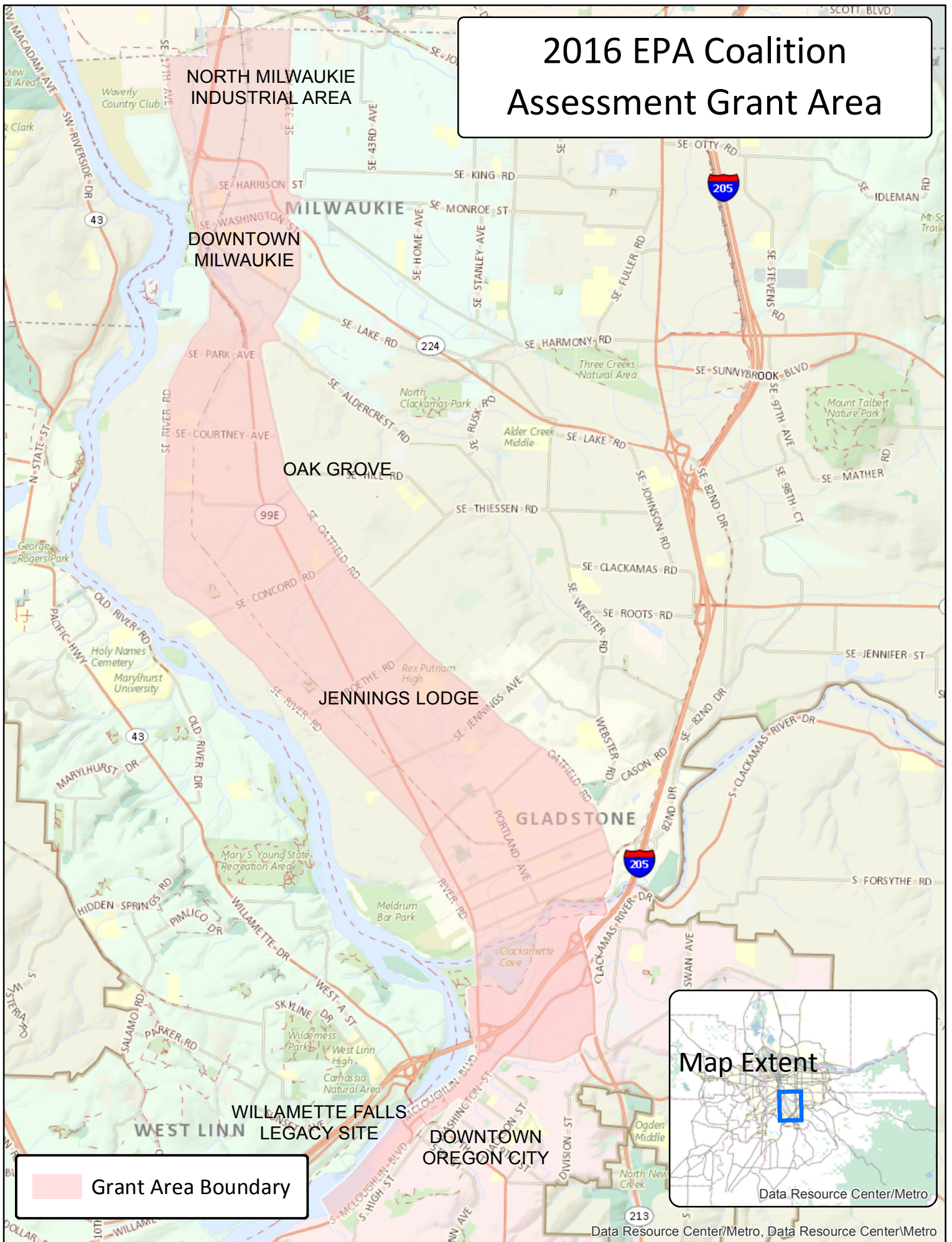
Approved as to Form:

By: _____

MEMORANDUM OF AGREEMENT

Exhibit "A" **Depiction of the Corridor**

2016 EPA Coalition Assessment Grant Area



Grant Area Boundary

Map Extent

Data Resource Center/Metro

Data Resource Center/Metro, Data Resource Center/Metro



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

September 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Cooperative Improvement Agreement with the Oregon Department of
Transportation for the Otty Street Realignment Project

| | |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Purpose/Outcomes | This agreement memorializes roles and responsibilities as agreed to by all parties related to right of way acquisition, construction and maintenance for the Otty Street realignment project. |
| Dollar Amount and Fiscal Impact | The Agency will reimburse ODOT up to \$21,000 for costs associated with inspection and right of way services. |
| Funding Source | Clackamas County Development Agency: Clackamas Town Center Urban Renewal District. |
| Duration | This Agreement will be in effect for twenty (20) years. |
| Previous Board Action | The Board approved the construction contract on June 16, 2016 |
| Strategic Plan Alignment | Ensure Safe, Healthy and Secure Communities Build a Strong Infrastructure |
| Contact Person | David Queener, Program Supervisor, Clackamas County Development Agency – (503) 742-4322 |
| Contract No. | N/A |

BACKGROUND:

Construction is underway on the realignment of Otty Street to the intersection of 82nd Avenue and Otty Road. In addition to the realignment, a new signal will be installed as well as other improvements with ODOT right of way. Portions of the acquired right of way will need to be transferred to the State following completion of the project.

This three party agreement between the County, Development Agency and ODOT memorializes the roles and responsibilities of each party as it relates to right of way acquisition, construction and maintenance.

The Agreement will remain in effect for twenty (20) years and commits the Agency to reimburse ODOT up to \$21,000 for inspection and right of way service costs.

RECOMMENDATION:

Staff recommends the Board approve and authorize the Chair to sign the Cooperative Improvement Agreement with Oregon Department of Transportation for the Otty Street realignment project.

Respectfully submitted,

Dan Johnson, Manager
Development Agency

**COOPERATIVE IMPROVEMENT AGREEMENT
82nd and OTTY REALIGNMENT PROJECT**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" Clackamas County, acting by and through its elected officials, hereinafter referred to as "County;" and the Clackamas County Development Agency, the urban renewal Agency of Clackamas County, acting by and through its duly appointed board, hereinafter referred to as "Agency" all herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. 82nd Avenue (Cascade Highway) is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). SE Otty Street and Otty Road are a part of the county road system under the jurisdiction and control of County.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 283.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. State, by ORS 366.220, is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of a county street remains with the County.
4. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.
5. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
6. State and County entered into Agreement No. 4304 on the September, 8, 1971 for the construction and maintenance of traffic control signals at the intersection of Cascade Highway (82nd Avenue) and Otty Road.

7. Agency is the County's Urban Renewal Agency and is authorized under ORS 457.035 to enter into this Agreement and to perform work on behalf of the County.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, the Parties agree to the Agency's realignment of SE Otty Street with the intersection at 82nd Avenue and SE Otty Road, hereinafter referred to as "Project".
2. The Project includes a new two (2) lane road with sidewalks; landscaping, lighting, detector loops, and storm drainage facilities that will extend from the traffic signal at 82nd Avenue and Otty Road west to SE 80th Avenue. Otty Road east of 82nd Avenue will be widened to include dual westbound left turn lanes with a sidewalk and bike lane added on the north and side from 82nd to Fuller Road. Additional Project information is shown in Paragraphs a), b), and c) below. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
 - a) The Project will realign SE Otty Street on the west side of SE 82nd Avenue to connect with SE Otty Road on the east side of SE 82nd Avenue. The intent of the project is to enhance accessibility in the area, provide a direct connection between the west side of SE 82nd Avenue and east of I-205, and remove the stop-controlled access at SE Otty Street that is currently located very close to the signalized intersection.
 - b) Otty Street (West of SE 82nd Avenue) – This segment will be realigned to line up with existing SE Otty Road at the SE 82nd Avenue intersection, with improvements on Otty Street extending approximately 400 feet west of SE 82nd Avenue. Otty Street will be widened to three lanes; one westbound through lane, one eastbound left turn lane, one eastbound combined through-right lane, with sidewalks and bike lanes in both directions.
 - c) Otty Road (East of 82nd Avenue) - Otty Road east of SE 82nd Avenue will be widened to provide four lanes; one eastbound through lane, two westbound left turn lanes, and one westbound through-right lane, with sidewalks and bike lanes in each direction. A traffic separator is proposed to be installed in Otty Road to limit access to Property No. 10, as indicated on Exhibit A, to a right-in-/right-out access. The existing traffic signal at SE 82nd Avenue and SE Otty Road will be modified to accommodate the realignment of Otty Street and the construction of westbound dual left turn lanes. The signal is under the jurisdiction of ODOT, and a permit for this work must be obtained from ODOT. The team has started coordination with ODOT on the signal design.
3. The Project will be financed entirely by Agency at an estimated cost of \$3,500,000.

4. The purpose of this Agreement is to address Party responsibilities as they pertain to Project work impacting State's facility (SE 82nd Avenue).
5. Upon execution of this Agreement, all maintenance and power cost responsibilities set forth in Agreement No. 4304 between County and State shall be considered null and void and shall be superseded by the maintenance and power responsibilities set forth in this Agreement.
6. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by all Parties.

AGENCY AND COUNTY OBLIGATIONS

1. Agency or its contractor shall construct the Project. Agency or its consultant shall conduct the necessary field surveys, environmental studies, traffic investigations; arrange for relocation or reconstruction of any conflicting utility facilities; obtain all needed right of way; identify and obtain all required permits; and perform all preliminary engineering and design work required to produce plans, specifications, and cost estimates.
2. Agency shall design and construct the Project in conformance with the current edition of the ODOT Highway Design Manual and the Oregon Standard Specifications for Construction Manual. Agency understands the Project shall be designed and constructed to State standards and approved by State prior to advertisement for bid, or construction of Project by Agency.
3. Agency agrees that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval.
4. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. Agency must obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.
5. Agency shall construct the Project in compliance with all applicable requirements of the Americans with Disabilities Act (42 U.S.C. Chapter 126), revised regulations implementing Title II (28 C.F.R. Part 35), and the Rehabilitation Act (29 U.S.C. § 701 et seq.) (collectively, "ADA"), including, but not limited to, ensuring that all sidewalks, curb

cuts, curb ramps, signals, and signal poles installed or modified as part of the Project are ADA-compliant and existing facilities are modified to comply with the ADA when required by law. As part of its maintenance obligations under this Agreement, County shall, at its own expense, periodically inspect the Project and perform any repairs and modifications necessary to ensure ongoing compliance with all ADA requirements.

6. Agency shall provide to State permanent mylar "as constructed" plans for work on state highways. If Agency redrafts the plans, done in Computer Aided Design and Drafting (CADD) or Microstation, to get the "as constructed" set, and they follow the most current version of the "Contract Plans Development Guide, Volume 1 Chapter 16" http://www.oregon.gov/State/HWY/ENGSERVICES/docs/dev_guide/vol_1/V1-16.pdf, Agency shall provide to State a Portable Document Format (PDF) file and a paper copy of the plan set.
7. Agency, or its consultant's, electrical inspectors shall possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on state highways. The State District Permitting Office shall verify compliance with this requirement prior to construction.
8. Agency shall cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portions of the Project which are on County's right of way.
9. County shall be responsible for and pay to the power company 100 percent of the power costs for the Project illumination and traffic signal at intersection of 82nd/Otty Road/Otty Street. County shall require the power company to send invoices directly to County.
10. County shall be responsible for the maintenance of all County facilities including Otty Road and Otty Street from curb to curb and all Project improvements made on County or Agency right of way on Otty Road and Otty Street. County shall also be responsible for any improvements made to 82nd Avenue beyond the back of sidewalks.
11. County shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops on Otty Road and Otty Street in such a manner as to provide adequate protection for said detector loops.
12. Agency and County shall each perform the services under this Agreement as independent contractors and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
13. Agency and County acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency and County which are directly pertinent to the specific Agreement for the purpose of making audit, examination,

excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

14. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
15. Any such indemnification shall also provide that neither the Agency contractor and subcontractor nor any attorney engaged by Agency contractor or subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
16. Agency and County shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency and County expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
17. Agency shall construct the Project in accordance with the requirements of ORS 276.071 including the public contracting laws within ORS Chapters 279A, 279B and 279C.
18. If Agency chooses to assign its contracting responsibilities to a consultant or contractor, Agency shall inform the consultant or contractor of the requirements of ORS 276.071, to

ensure that the public contracting laws within ORS Chapters 279A, 279B and 279C are followed.

19. Agency and its contractor shall follow the Oregon Locate Laws (ORS 757 and OAR 952).
20. Agency or its consultant shall acquire all necessary rights of way for the Project according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual. Agency shall provide a letter from Agency's Legal Counsel certifying that any right of way acquired on State's facility that is to be relinquished to the State has been acquired in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual. The letter shall be routed through the State Region 1 Right of Way Office.
21. Agency shall perform the following right of way tasks for Legal Descriptions and Real Property and Title Insurance:
 - a. Agency shall provide sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
 - b. Agency shall provide construction plans and cross-section information for the Project.
 - c. Agency shall write legal descriptions and prepare right of way maps. If the Agency acquires any right of way on a State highway, the property descriptions and right of way maps shall be based upon centerline stationing and shall be prepared in accordance with the current "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide" and the "Right of Way Engineering Manual." The preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by the State.
 - d. Agency shall specify the degree of title to be acquired (e.g., fee, easement).
 - e. Agency shall ensure that all required documents described in provisions a-d of this Paragraph 21, be sent to State's Right of Way contact and States Project Manager identified in State Obligations, Paragraphs 7 and 8.
 - f. Agency shall determine sufficiency of title (taking subject to). If the Agency acquires any right of way on a State highway, sufficiency of title (taking subject to) shall be determined in accordance with the current "State Right of Way Manual" and the "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide." Agency shall clear any encumbrances necessary to conform to these requirements, obtain Title Insurance policies as required and provide the State copies of any title policies for the properties acquired.
 - g. Agency shall conduct a Level 1 Initial Site Assessment, according to State Guidance, within Project limits to detect presence of hazardous materials on any property purchase, excavation or disturbance of structures, as early in the Project design as possible, but at a minimum prior to property acquisition or approved design.

- h. Agency shall conduct a Level 2 Preliminary Site Investigation, according to State Guidance, of sufficient scope to confirm the presence of contamination, determine impacts to properties and develop special provisions and cost estimates, if the Level 1 Initial Site Assessment indicates the potential presence of contamination that could impact the properties.
 - I. If contamination is found, a recommendation for remediation will be presented to State.
 - II. County shall be responsible for proper treatment and cost of any necessary remediation.
- 22. When right of way is being acquired in Agency's name, Agency agrees to transfer and State agrees to accept all right of way acquired on the State highway. The specific method of conveyance will be determined by the Agency and the State at the time of transfer and shall be coordinated by the State's Right of Way Manager. Agency agrees to provide State all information and file documentation the State deems necessary to integrate the right of way into the State's highway system. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of the Agency during the right of way acquisitions process, and the Agency's Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with property owners.
- 23. Agency shall obtain a permit to "Occupy or Perform Operations upon a State Highway" from assigned State District 2B Project Manager as well as land use permits, building permits, and engineering design review approval from State. Agency agrees to comply with all provisions of said permit(s), and shall require its developers, contractors, subcontractors, or consultants performing such work to comply with such permit and review provisions.
- 24. Pursuant to the statutory requirements of ORS 279C.380 Agency shall require their contractor to submit a performance bond to Agency for an amount equal to or greater than the estimated cost of the Project.
- 25. If Agency enters into a construction contract for performance of work on the Project, then Agency will require its contractor to provide the following:
 - a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.

- c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$ 2,000,000 for each job site or location. Each annual aggregate limit will not be less than \$ 4,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.
26. County grants Agency and State the right to enter onto County right of way for the performance of duties as set forth in this Agreement.
27. Agency is responsible for and ensures that all survey monuments recorded with a county and within or adjacent to the highway right of way shall be preserved in accordance with ORS 209.140 and 209.150. Any such monumentation that is damaged or removed during the course of the Project must be replaced in compliance with ORS Chapter 209 stipulations, the State Right of Way Monumentation Policy, and at Agency's own expense.
28. Agency is also responsible, at its own expense, for replacement of any additional State survey marks or other monumentation not recorded with a county that are damaged or removed during the course of the Project. In the event of such replacement, Agency shall contact State's Geometronics Unit for replacement procedures.

29. If additional right of way is acquired for state highway right of way purposes as a result of the Project, then a right of way monumentation survey is required as defined in ORS 209.150 and 209.155. Agency agrees to provide such a survey, at its own expense, following ORS Chapter 209 stipulations, State Right of Way Monumentation Policy, and State's Geometronics Unit review and approval, and to file the legal survey with the appropriate County Surveyor's office as required.
30. Agency shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of \$21,000. Said amount being equal to the estimated total cost for work performed by State as further described under State Obligations Paragraph 1. Agency agrees to make additional deposits upon request from State and mutually agreed to by both State and Agency.
31. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of State's participation for the Project, Agency shall pay any amount which, when added to Agency's advance deposit, will equal 100 percent of actual total mutually agreed State costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to Agency.
32. Agency and County each certify and represent that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on its behalf of, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind it.
33. County's right of way contact person for this Project is Kath Rose, Right of Way, Clackamas County Department of Transportation & Development, 150 Beaver Creek Road, DSB, Oregon City, OR 97045, (503) 742-4713, kathros@co.clackamas.or.us, or assigned designee upon individual's absence. County shall notify the other Parties in writing, of any contact information changes during the term of this Agreement.
34. Agency's Project Manager for this Project is David Queener, Senior Project Planner, 150 Beaver Creek Road, Oregon City Oregon 97045, 503-742-4322, davidque@co.clackamas.or.us or assigned designee upon individual's absence. Agency shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall, upon execution of the agreement, forward to Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$21,000 for payment of the following services pertaining to work performed on State facilities. State will review the Project plans, perform inspection; perform signal turn-on, timing, and testing, and will perform review, approval and acceptance of right of way acquired on the State Highway to be relinquished by the Agency post-construction. State agrees to not incur costs exceeding \$21,000 without first submitting to Agency a request for additional deposit

accompanied by an itemized statement of expenditures and an estimated cost to complete Project and receiving Agency's approval.

2. Upon completion of the Project, State shall either send to Agency a bill for the amount which, when added to Agency's advance deposit(s), will equal 100 percent of the total agreed to state costs for Project. State will refund to Agency any portion of said advance deposit which is in excess of the total State costs for Project.
3. State grants authority to Agency to enter upon State right of way for the construction of this Project as provided for in miscellaneous permit to be issued by State District 2B Office.
4. State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
5. State shall be responsible for maintaining any Project improvements on 82nd Avenue from back of sidewalk to back of sidewalk. Maintenance shall also include Project traffic signals and associated illumination, and all detector loops. and all cross walk markings.
6. State shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed on 82nd Avenue in such a manner as to provide adequate protection for said detector loops.
7. State's Right of Way contact person for this Project is Shannon Fish, Region 1 Right of Way Project Manager, 123 NW Flanders Street, Portland Oregon 97209, 503-731-8433, shannon.fish@odot.state.or.us , or assigned designee upon individual's absence. State shall notify the other Parties in writing of any contact changes during the term of this Agreement.
8. State's Project Manager for this Project is Loretta Kieffer, District 2B Access Management Coordinator, 9200 SE Lawnfield Road. Clackamas, Oregon 97015, Phone; 971-673-6228, Loretta.L.KIEFFER@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by any Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to Agency and County, or at such later date as may be established by State, under any of the following conditions:

- a. If Agency fails to complete the Project within the time specified herein or any extension thereof.
 - b. If Agency or County fail to perform any of the other provisions of this Agreement, or so fail to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fail to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide the funding for this Project, including payment to State for the work performed by State at Agency's request.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 4. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Each Party shall ensure that each of its contractors complies with these requirements.
 5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party with respect to which any other Party may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 6. With respect to a Third Party Claim for which State is jointly liable with any other Party (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by any other Party or Parties in such proportion as is appropriate to reflect the relative fault of State on the one hand and of the other Party or Parties on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of the other Party or Parties on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity

to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

7. With respect to a Third Party Claim for which Agency or County is jointly liable with State (or would be if joined in the Third Party Claim), Agency and County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency and County on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency and County on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency and County's contribution amount(s) in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Clackamas County, by and through its elected officials

By _____
County Commissioner

Date _____

By _____

Date _____

Clackamas County Development Agency, by and through its duly appointed board

By _____
Chair, Development Agency

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Counsel

Date _____

Agency and County Contact:

David Queener, Senior Project Planner
Clackamas County Development Agency
150 Beavercreek Road
Oregon City, Oregon 97045
(503) 742-4322
davidque@co.clackamas.or.us

State Contact:

Loretta Kieffer
District 2B Access Management
9200 SE Lawnfield Rd.
Clackamas, OR 97015
Phone; 971-673-6228
Loretta.L.KIEFFER@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date _____

By _____
Region 1 Manager

Date _____

By _____
District 2B Manager

Date _____

By _____
State Traffic Engineer

Date _____

By _____
State Right of Way Manager

Date _____

By _____
Region Right of Way Manager

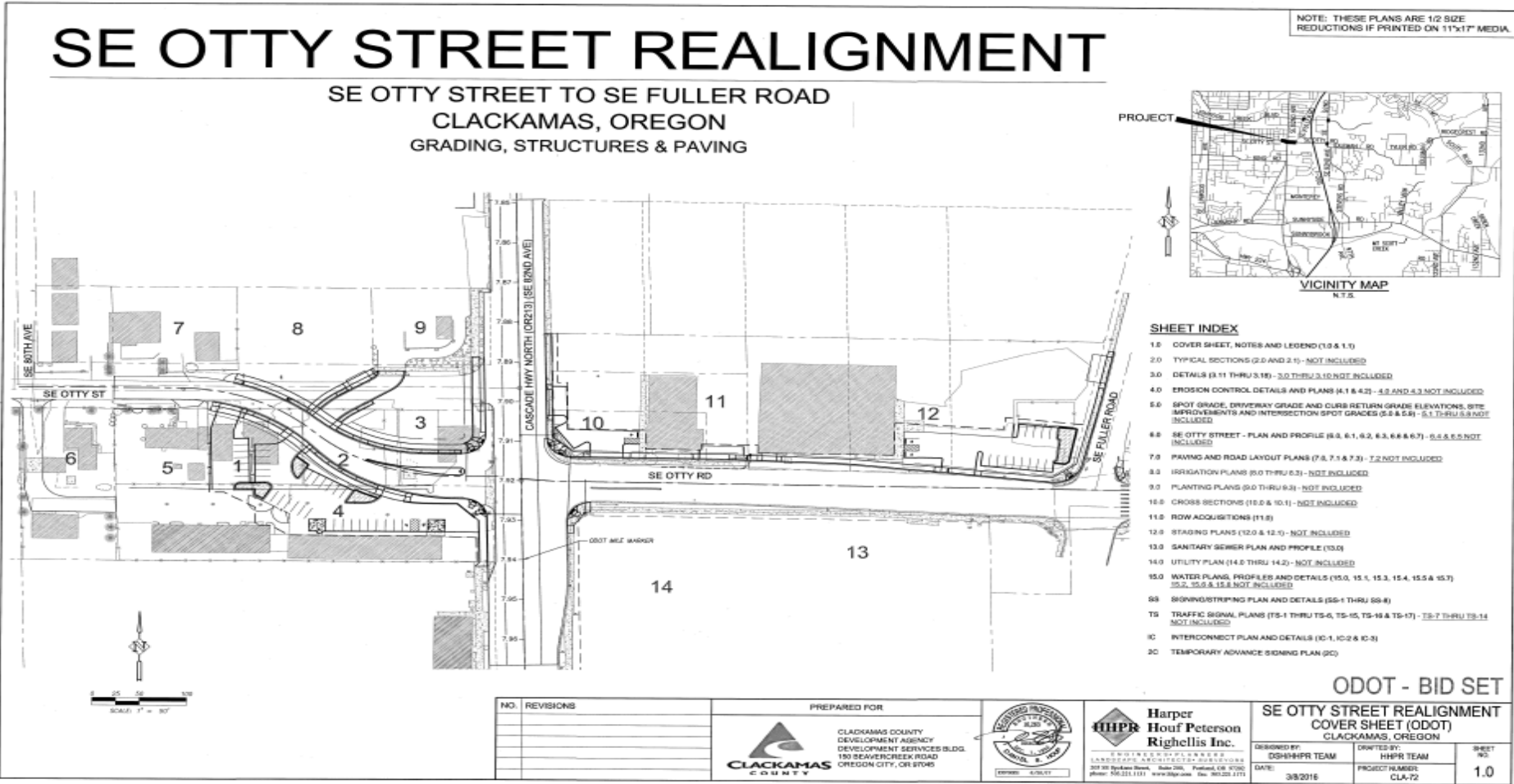
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

EXHIBIT A – Project Location Map





Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Settlement Agreement with Atlas Copco Compressors, LLC
and the Tri-City Service District
for Blower Replacement

| | |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Purpose/Outcomes | Approval of a Settlement Agreement with Atlas Copco Compressors, LLC, which provides the Tri-City Service District with replacement blowers at no cost. |
| Dollar Amount and Fiscal Impact | No District funds expended under this agreement. This agreement will allow the District to reduce the cost of construction by eliminating the need for the construction contractor to purchase blowers and variable frequency drives. It's estimated the reduction will save the District up to \$1 million dollars on the blower replacement project. |
| Funding Source | Tri-City Service District Operating Funds. No General Funds impacted. |
| Duration | Ongoing obligations until terminated. |
| Previous Board Action/Review | None. |
| Strategic Plan Alignment | <ol style="list-style-type: none"> 1. This agreement supports the WES Strategic Plan to provide partner communities with reliable wastewater infrastructure to serve existing customers and support future growth. 2. This agreement supports the County's Strategic Plan of building a strong infrastructure that delivers services to customers. |
| Contact Person | Randy Rosane, PE, Project Manager WES, 503-742-4573 |
| Contract No. | N/A |

BACKGROUND:

In 2010, the Tri-City Service District ("District") purchased and installed eight (8) high-efficiency turbo blowers from Houston Services Industries, Inc. ("HSI") for use at the Tri-City Water Pollution Control Plant as part of the Phase I Expansion to serve the District's existing conventional activated sludge ("CAS") treatment system and the new membrane bioreactor ("MBR") treatment system constructed by Clackamas County Service District No. 1. These critical pieces of equipment move large volumes of air into the treatment process and are essential for plant operations.

These blowers were chosen because of their high efficiency ratings, and while a relatively new technology to the wastewater industry, they were utilized successfully in other industries prior to that and expected to yield significant energy savings. However, the blowers experienced problems almost immediately upon installation, leading to the District requesting and receiving a

warranty extension from April 2011 to April 2016. The blowers have continued to be unreliable since they were installed.

In December 2014, Atlas Copco Compressors, LLC (“Atlas”) purchased HSI, assuming all of its obligations. Staff attempted to work with Atlas to resolve these ongoing issues as they got up to speed on HSI products. While Atlas was more responsive, the blowers continued to fail and require frequent repair. Since these blowers have been installed, twenty-eight (28) air ends have been replaced. The average time period for the repairs took several months, and with multiple blowers out at the same time, the plant was left vulnerable to potential violations of its National Pollutant Discharge Elimination System (“NDPES”) permit.

On February 4, 2016, prior to the warranty expiration date, the Board of County Commissioners authorized the District to enter into an agreement with Stettler Supply Company to replace the blowers with proven reliable technology used throughout the industry. As the project progressed, Atlas met with the District and informed staff that Atlas was willing to take responsibility for HSI’s equipment failures and replace all of the blowers with reliable proven technology at no cost to the District, in return for a settlement and release of claims related to the original purchase of the blowers.

District staff worked with County Counsel to negotiate the terms of the proposed settlement agreement, which includes a savings of approximately \$1 million for the District, in addition to a new warranty for the blowers, a temporary blower and costs towards installation, and the option to purchase a comprehensive ten (10) year service plan at a significantly discounted rate.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of the Tri-City Service District, approve the Settlement Agreement between Atlas Copco Compressors, LLC and the Tri-City Service District for Blower Replacement.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

**SETTLEMENT AGREEMENT WITH ATLAS COPCO COMPRESSORS LLC
FOR REPLACEMENT BLOWERS**

This contract for materials and services (this "Contract") is entered into by and between **CLACKAMAS COUNTY SERVICE DISTRICT NO. 1** and **TRI-CITY SERVICE DISTRICT**, county service districts formed pursuant to ORS Chapter 451, hereinafter collectively referred to as **DISTRICT**, and **ATLAS COPCO COMPRESSORS LLC**, hereinafter called the **CONTRACTOR**, to provide the materials and services described below and in Attachment "A," which by this reference is hereby made a part of and incorporated herein.

RECITALS

WHEREAS, Slayden Construction Group, Inc. ("Slayden") issued a purchase order to Houston Service Industries, Inc. ("HSI") on February 12, 2010 (the "Order") for the purchase of eight (8) high efficiency blowers (the "HE Blowers") for use by the **DISTRICT**;

WHEREAS, **CONTRACTOR** assumed the obligations of HSI pursuant to the Order in December 2014;

WHEREAS, **DISTRICT** claims that the HE Blowers have not met the requirements for the HE Blowers as specified in the Order;

WHEREAS, the **DISTRICT** has worked with **CONTRACTOR** in an effort to reach a permanent solution resolving these ongoing issues with the HE Blowers, but does not believe that the issues have been resolved;

WHEREAS, **DISTRICT** thereafter began a project to replace the HE Blowers for different technology to ensure there is no lapse in the critical function they serve at **DISTRICT** facilities;

WHEREAS, **CONTRACTOR** has agreed to provide nine (9) new blowers ("New Blowers") in order to resolve the issues with the HE Blowers and all disputes between HSI, **CONTRACTOR** and **DISTRICT** relating to the HE Blowers and the Order.

The following provisions shall comprise this Contract:

I. PERFORMANCE

A. CONTRACTOR Obligations:

1. The **CONTRACTOR** agrees to provide the materials and services as described in Attachment "A." Work shall be performed in accordance with a schedule approved by the **DISTRICT**. The standard of care for services performed under this Contract by **CONTRACTOR** until the Warranty (defined below) is effective will be the care and skill ordinarily used by a competent member of **CONTRACTOR**'s profession.
2. The New Blowers shall be subject to **CONTRACTOR**'s standard warranty, a copy of which is attached as Attachment "B" (the "Warranty"). Notwithstanding

language contained therein, the Warranty shall commence upon Substantial Completion or Beneficial Use, whichever occurs first, and last for a period of 12 months.

3. The CONTRACTOR agrees to provide the DISTRICT with the option to purchase a Total Responsibility Service Plan ("Service Plan") at a 50% discount or \$50,000 per year, whichever is less, for a period of ten years. Any service agreement resulting therefrom will be separately negotiated by the parties at a future date.
4. The CONTRACTOR recognizes the need for additional engineering and construction for the design and installation of the electrical, mechanical and footprint for the temporary blower placement and will reimburse DISTRICT an amount not to exceed \$5,000 for the engineering and \$10,000 for the construction to complete the installation. The CONTRACTOR's contribution of \$15,000 shall be applied first, before any DISTRICT contribution is made.
5. Effective upon commencement of beneficial use of the New Blowers, which shall be evidenced by the execution of the acknowledgement form set forth in Attachment "C," Clackamas County Service District No. 1 and Tri-City Service District, forever and irrevocably release and discharge HSI, CONTRACTOR, their respective predecessors, successors, assigns, affiliates, divisions, insurers, and their past and present directors, officers, employees, stockholders, partners, agents, trustees, fiduciaries, attorneys, and representatives from any and all responsibility, obligation, or liability arising out of or relating to the Order and/or the HE Blowers and/or the Slayden contract generally. This release does not apply to any claims arising from the warranty provided by CONTRACTOR to the DISTRICT as set forth in paragraph 2 above and Attachment B. Nor does this release apply to any claims arising under the Total Responsibility Service Plan, if applicable, set forth in paragraph 3. Clackamas County Service District No. 1 and Tri-City Service District agree that this release shall be binding upon their respective agents, assigns, successors, trustees, directors, officers, employees, and fiduciaries. Provided that CONTRACTOR continues to materially perform under this Contract prior to the effective date of the release as set forth in this subsection, DISTRICT agrees to forbear from exercising any rights or bringing any claim in relation to the HE Blowers or the Order.

B. DISTRICT Obligations:

1. The DISTRICT agrees to make ready and load the HE Blowers on transport provided by the CONTRACTOR in exchange for the New Blowers.
2. The DISTRICT shall be responsible for the engineering and installation of the temporary blower from CONTRACTOR and CONTRACTOR shall have no responsibility for the installation or engineering except for the payments described above. DISTRICT will arrange for this work to be performed and will invoice the CONTRACTOR for reimbursement up to \$5,000 for the engineering and \$10,000 for the installation. The DISTRICT shall seek reimbursement for costs first from CONTRACTOR and shall only be responsible for engineering costs over \$5,000 and installation costs over \$10,000.

II. COMPENSATION

A. The parties each agree that the services and assets, rights and responsibilities, releases and general settlement represented by this Contract are good and sufficient consideration and inducement to enter into herein. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent DISTRICT contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice.

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

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

2. This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to DISTRICT employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).

3. If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

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

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

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

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

2. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;

3. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and

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

F. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSS, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS, LOST PROFITS OR INTERRUPTION OF SERVICE (EVEN IF SUCH PARTY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY). THE TOTAL LIABILITY OF CONTRACTOR UNDER THIS CONTRACT SHALL BE LIMITED TO ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00).

G. If a party is not able to perform or is delayed due to any cause beyond its reasonable control (including but not limited to acts of God, strike or other concerted action of workers, act or omission of any governmental authority, act of war or terrorism, act of the public enemy, embargo, delays of carriers, and/or delays by Seller's usual suppliers), the time of performance shall be extended by the amount of time reasonably sufficient to make up for such delay.

III. CONSTRAINTS

The CONTRACTOR agrees:

A. If the materials and services to be provided by CONTRACTOR pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

B. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

1. CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.

c. Not permit any lien or claim to be filed or prosecuted against the DISTRICT on account of any labor or material furnished.

2. If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the DISTRICT may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this Contract.

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. In the case of contracts lawn and landscape maintenance the CONTRACTOR shall salvage, recycle, compost or mulch waste material at an approved site, if feasible and cost effective.

5. The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

6. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

7. The CONTRACTOR agrees to indemnify, hold harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon injuries to persons or physical property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees or agents.

8. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

9. In the event the CONTRACTOR encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl ("PCB") which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the DISTRICT in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT and CONTRACTOR if in fact

the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos PCBs, or when it has been rendered harmless, by written agreement of the DISTRICT and CONTRACTOR. The CONTRACTOR shall not be required to perform without consent any work relating to asbestos or PCBs.

10. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle DISTRICT to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract pursuant to this Section 10, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a.** Termination of this Contract, in whole or in part;
- b.** Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to DISTRICT'S setoff right, without penalty; and
- c.** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DISTRICT shall be entitled to recover any and all direct damages suffered as the result of CONTRACTOR'S breach of this Contract..

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

11. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:

- a.** Reducing or withholding payment;
- b.** Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- c.** Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

12. All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

IV. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY

Required by DISTRICT Not required by DISTRICT

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

B. AUTOMOBILE LIABILITY

Required by DISTRICT Not required by DISTRICT

The CONTRACTOR agrees to furnish the DISTRICT evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the DISTRICT, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The DISTRICT, at its option, may require a complete copy of the above policy.

C. PROFESSIONAL LIABILITY

Required by DISTRICT Not required by DISTRICT

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

D. POLLUTION LIABILITY INSURANCE

Required by DISTRICT Not required by DISTRICT

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

E. The certificate of insurance, other than the pollution liability insurance shall include the DISTRICT as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the DISTRICT as a scheduled insured. Such insurance shall provide thirty (30) days written notice to the DISTRICT 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 DISTRICT under this insurance. This policy(s) shall be primary insurance as respects to the DISTRICT. Any insurance or self-insurance maintained by the DISTRICT shall be excess and shall not contribute to it.

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

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

H. The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include the DISTRICT as an additional insured. Proof of insurance must include a copy of the endorsement showing the DISTRICT as a scheduled insured.

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

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

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

V. **SUBCONTRACTS**

The CONTRACTOR shall be responsible to the DISTRICT for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

TERMINATION - AMENDMENT

A. In the event that either party is in default of any material provision of this Contract, the non-defaulting party may give the defaulting party written notice of the default. In the event the default is not cured within thirty (30) days after receipt of the notice, or if the default cannot be cured within that time, the non-defaulting party does not begin and then continuously pursue vigorous efforts to cure the default, the non-defaulting party may terminate this Contract for cause.

B. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County, acting as the governing body of the DISTRICT.

C. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

[Signature Page Follows]

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

Atlas Copco Compressors LLC
15045 Lee Rd
Houston, TX 77032

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

FLC / Delaware
Entity Type/State of Formation*

John Brookshire
Authorized Signature

JOHN BROOKSHIRE PRESIDENT
Name / Title (Printed)

Aug. 24, 2016
Date

803 817 2000
Telephone/Fax Number

CCB License # (if applicable)

418306-96
Oregon Business Registry #

Date

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

Date

Approved as to Form:

Stephen Madkour
Stephen Madkour, County Counsel

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

ATTACHMENT "A"



1. General

| | |
|-----------------------|--|
| Country | |
| Customer | |
| Date of delivery | |
| Date of commissioning | |
| Date of start up | |
| Unit fail date | |
| Failed part | |

2. Compressor Data

2.1 Standard

| | | | |
|----------------------------|----------------------------------------------------------|---------------|----------------------|
| Blower type | <input type="checkbox"/> ZS <input type="checkbox"/> ZS+ | Serial number | <input type="text"/> |
| Gear ratio | <input type="text"/> | Pressure | <input type="text"/> |
| Frequency | <input type="text"/> | Hz | |
| Supply voltage | <input type="text"/> | V | |
| Unit weight | <input type="text"/> | kg | |
| Element 1 PN (top stage) | <input type="text"/> | Serial number | <input type="text"/> |
| Element 2 PN (lower stage) | <input type="text"/> | Serial number | <input type="text"/> |
| Main Motor PN | <input type="text"/> | Serial number | <input type="text"/> |
| Fan motor PN | <input type="text"/> | Serial number | <input type="text"/> |
| Oil pump PN | <input type="text"/> | Serial number | <input type="text"/> |
| VSD convertor PN (ZS+) | <input type="text"/> | Serial number | <input type="text"/> |
| External VSD | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Brand | <input type="text"/> | | |
| Type | <input type="text"/> | | |

2.2 Options

| | | | |
|--------------------------------|--------------------------|-----------------------------|--------------------------|
| Canopy | <input type="checkbox"/> | Direct inlet air connection | <input type="checkbox"/> |
| VSD enabled motor | <input type="checkbox"/> | outdoor version | <input type="checkbox"/> |
| HAT | <input type="checkbox"/> | IB serial number | <input type="text"/> |
| Interface box (IB) | <input type="checkbox"/> | | |
| External speed control (ESXPC) | <input type="checkbox"/> | | |

3. Check List

| | |
|---------------|--|
| Date | |
| Inspection by | |

3.2 Visual inspection

Main motor, fan motor and oil pump motor start and stop simultaneously Yes No

Bodywork

- Any signs of corrosion Yes No
- Any loose bolts Yes No
- Any damage to the bodywork Yes No
- Any presence of water Yes No

Inside canopy

- Any transport damage Yes No
- Any signs of corrosion Yes No
- Transport locking bolts easy to remove Yes No
- Any loose bolts/connections Yes No
- Any signs of oil spillage or leakage Yes No
- Oil level indication OK NOK
- Unit clean inside Yes No

Air system

- Discharge compensator installed Yes No
- Possibility to discharge into the piping network Yes No
- Possibility to discharge into the ambient Yes No
- Electrician present at commissioning Yes No
- Piping contractor present at commissioning Yes No

Electric/Elektronikon equipment

| | | |
|------------------------------------------------------------|---------------------------------|-------------------------------------------------------------|
| Any signs of corrosion | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Wiring in accordance with diagram | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Any loose electrical connections | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Check torque of main motor cables inside cubicle | <input type="checkbox"/> OK | <input type="checkbox"/> NOK |
| Electronic oil pressure switch included in starter control | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Main motor, overload correctly set | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Overload setting correctly on service diagram | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Motor winding protection (warn. 130°C - shutdown 150°C) | <input type="checkbox"/> PT1000 | <input type="checkbox"/> KTY84 <input type="checkbox"/> PTC |
| Motor bearing protection (warn. 100°C - shutdown 110°C) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Rotation sense | <input type="checkbox"/> OK | <input type="checkbox"/> Not OK |
| External VSD condition/connections | <input type="checkbox"/> OK | <input type="checkbox"/> Not OK |
| Shielded cables | <input type="checkbox"/> OK | <input type="checkbox"/> Not OK |
| Grounding connection | <input type="checkbox"/> OK | <input type="checkbox"/> Not OK |
| Oil pump motor, overload correctly set | <input type="checkbox"/> OK | <input type="checkbox"/> Not OK |
| Rotation sense | <input type="checkbox"/> OK | <input type="checkbox"/> Not OK |
| Fan motor(s) | | |
| Rotation sense | <input type="checkbox"/> OK | <input type="checkbox"/> Not OK |
| Transformer wire taps correctly set | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Electric diagram clear and legible | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Remarks:

4. Check List

| | |
|-----------------|--|
| Commissioned on | |
| Commissioned by | |

4.1 Blower installation

| | | |
|----------------------------------------------------|--------------------------------------------|--------------------------------------------------------------------|
| Site contact person | <input type="text"/> | |
| Telephone number | <input type="text" value="+ ___(0)_____"/> | |
| Transport locking bolts removed | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Compressed air application | <input type="text"/> | |
| Installation carried out by | <input type="checkbox"/> Customer: | <input type="text"/> |
| | <input type="checkbox"/> AC: | <input type="text"/> |
| Environmental condition | <input type="checkbox"/> Clean | <input type="checkbox"/> Dusty <input type="checkbox"/> Very dusty |
| Connection to the air net | <input type="checkbox"/> Rigid coupling | <input type="checkbox"/> Flexible coupling |
| Electrical connection carried out by | <input type="checkbox"/> Customer: | <input type="text"/> |
| | <input type="checkbox"/> AC: | <input type="text"/> |
| External convertor connection carried out by | <input type="checkbox"/> Customer: | <input type="text"/> |
| | <input type="checkbox"/> AC: | <input type="text"/> |
| Foundation ok | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Blower room properly ventilated | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Air intake quality ok | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Air header ok | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Any other compressor(s) or blower in the same room | <input type="checkbox"/> Yes: | <input type="text"/> |
| | <input type="checkbox"/> No | |
| Inlet and/or outlet ducting used | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Receiver installed | <input type="checkbox"/> Yes: | <input type="text"/> |
| | <input type="checkbox"/> No | |

Remarks:

4.2 Blower data

Measurements

| | | | | | | |
|-----------------------------------------------------|----------------------|----------------------|----------------------|----|----------------------|-----|
| running / load hours | <input type="text"/> | h | <input type="text"/> | h | | |
| Motor starts (ZS+) | <input type="text"/> | Qty | | | | |
| VSD 1-20 % (ZS+) | <input type="text"/> | % | | | | |
| VSD 20-40 % (ZS+) | <input type="text"/> | % | | | | |
| VSD 40-60 % (ZS+) | <input type="text"/> | % | | | | |
| VSD 60-80 % (ZS+) | <input type="text"/> | % | | | | |
| Accumulated volume | <input type="text"/> | m ³ | | | | |
| Module hours | <input type="text"/> | h | | | | |
| Ambient pressure | P0 | <input type="text"/> | bar | P0 | <input type="text"/> | psi |
| Air filter temperature in | T0 | <input type="text"/> | °C | T0 | <input type="text"/> | °F |
| ΔP airfilter | Dp | <input type="text"/> | bar | Dp | <input type="text"/> | psi |
| LP element n° 1 air outlet | T1 | <input type="text"/> | °C | T1 | <input type="text"/> | °F |
| LP element n° 2 air outlet (twin) | T2 | <input type="text"/> | °C | T2 | <input type="text"/> | °F |
| Air outlet pressure | P1 | <input type="text"/> | bar | P1 | <input type="text"/> | psi |
| Oil temperature before oil pump | T3 | <input type="text"/> | °C | T3 | <input type="text"/> | °C |
| Oil temperature cooler 1 in | T4 | <input type="text"/> | °C | T4 | <input type="text"/> | °F |
| Oil temperature cooler 2 in | T5 | <input type="text"/> | °C | T5 | <input type="text"/> | °F |
| Oil temperature cooler 2 out (twin) | T6 | <input type="text"/> | °C | T6 | <input type="text"/> | °F |
| Oil injection temperature | T7 | <input type="text"/> | °C | T7 | <input type="text"/> | °F |
| Oil pressure | P1 | <input type="text"/> | bar | P1 | <input type="text"/> | psi |
| Electrical cubicle (ZS+) | T8 | <input type="text"/> | °C | T8 | <input type="text"/> | °F |
| Convertor cabinet (ZS+) | T9 | <input type="text"/> | °C | T9 | <input type="text"/> | °F |
| Air filter service interval | <input type="text"/> | hrs | | | | |
| Oil and oil filter change interval | <input type="text"/> | hrs | | | | |
| Recommended Atlas Copco service inspection interval | <input type="text"/> | hrs | | | | |
| Used oil | <input type="text"/> | | | | | |

4.3 Motor data

| | |
|--------------------------------|-----------------------------------------------------|
| Brand | <input type="text"/> |
| Type | <input type="text"/> |
| Serial number | <input type="text"/> |
| AC Part number | <input type="text"/> |
| Voltage | <input type="text"/> V |
| Rated current | <input type="text"/> A |
| Speed | <input type="text"/> rpm |
| Mains fuse capacity | <input type="text"/> A |
| Greasing interval | <input type="text"/> hrs |
| Quantity of grease par bearing | <input type="text"/> g |
| | <input type="text"/> g |
| Air path cleaning interval | <input type="text"/> hrs |
| Grease used | <input type="checkbox"/> Roto glide blue |
| | <input type="checkbox"/> Roto glide beige |
| | <input type="checkbox"/> Other <input type="text"/> |

4.4 Cubicle data

| | |
|------------------------|-------------------------|
| Type | <input type="text"/> |
| Serial number | <input type="text"/> |
| Service Diagram number | <input type="text"/> |
| Control voltage | <input type="text"/> V |
| Frequency | <input type="text"/> Hz |
| Supply voltage | <input type="text"/> V |
| Rated current | <input type="text"/> A |

4.5 Operation

Verify direction rotation main motor and stop the compressor

| | | |
|----------------------------------------------------|-----------------------------|---------------------------------|
| Check for element back rotation during normal stop | <input type="checkbox"/> OK | <input type="checkbox"/> Not OK |
| Check for oil leakage | <input type="checkbox"/> OK | <input type="checkbox"/> Not OK |
| Check for air leakage | <input type="checkbox"/> OK | <input type="checkbox"/> Not OK |

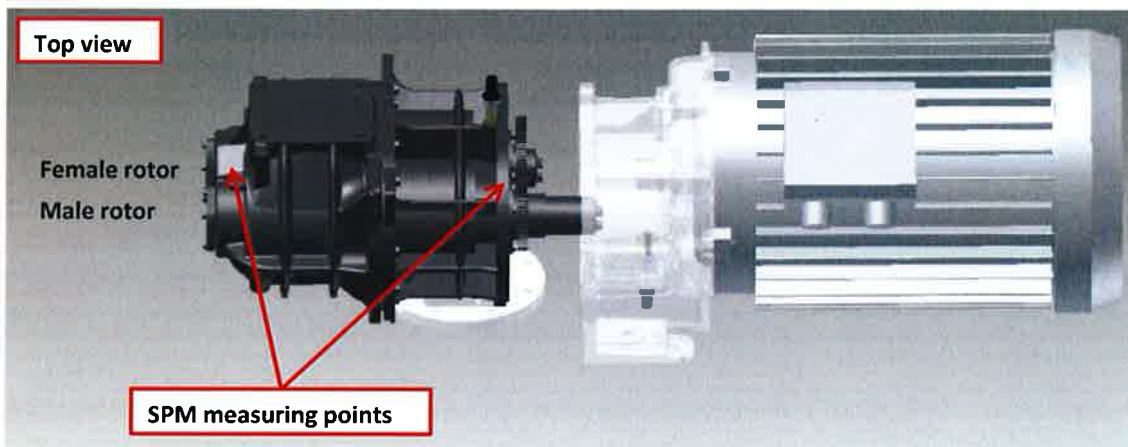
Remarks:

4.6 Oil leakage check

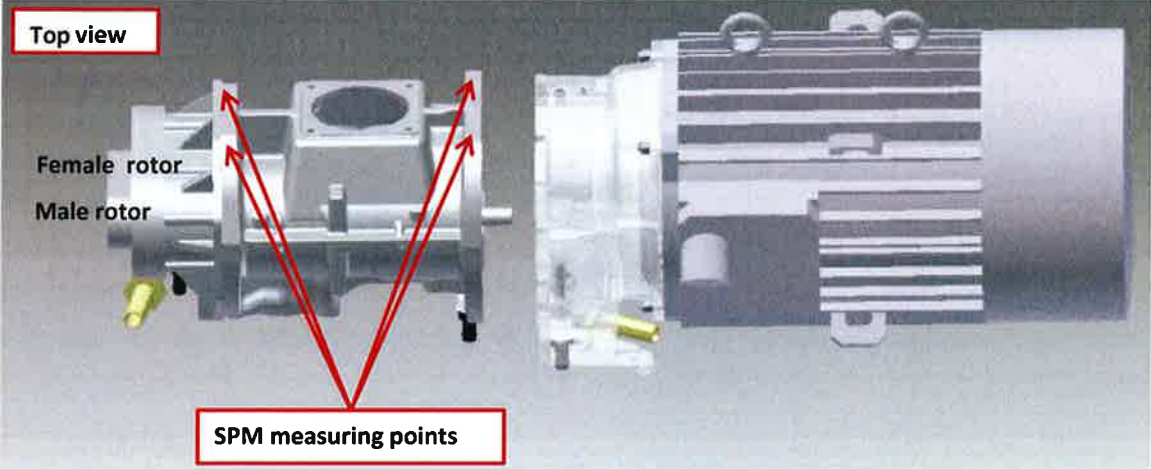
| | | | | |
|-------------------------------------|--------------------------|----|--------------------------|--------|
| Oil connection oil sump | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Oil pump in | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Oil pump out | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Oil cooler (1) in connection | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Oil cooler (1) out connection | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Oil cooler (2) in connection | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Oil cooler (2) out connection | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Oil filter in connection connection | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Oil filter outlet connection | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Oil manifold connections | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Element oil nozzle connections | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Oil drain connection gearbox | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Oil drain connection oil sump | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Oil drain valve on oil sump | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Oil cooler 1 (ZS twin) | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Oil cooler 2 (ZS twin) | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Element 1 vent holes | | | | |
| Male DE side | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Male NDE side | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Female DE side | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Female NDE side | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Element 2 vent holes | | | | |
| Male DE side | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Male NDE side | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Female DE side | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |
| Female NDE side | <input type="checkbox"/> | OK | <input type="checkbox"/> | Not OK |

5. SPM Measurement

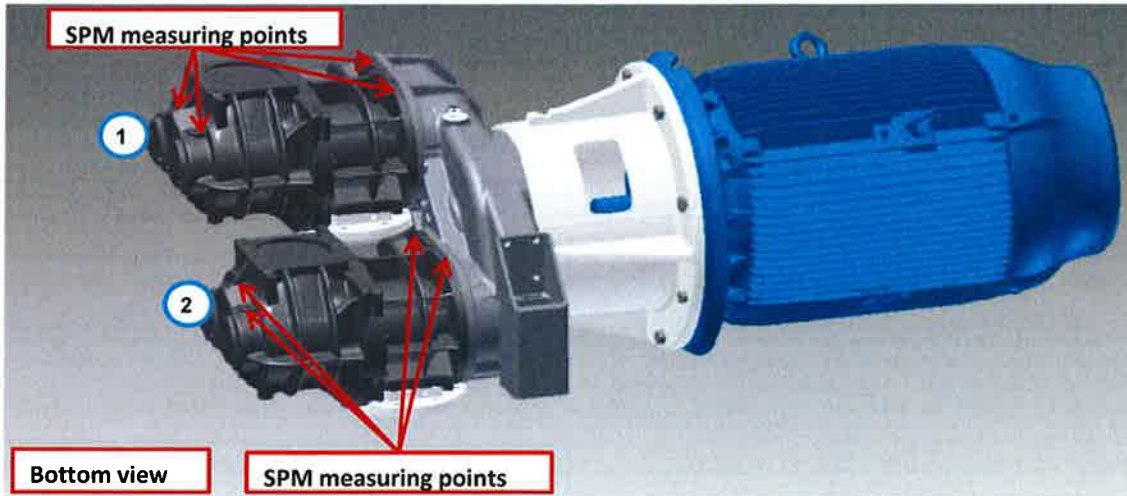
5.1 ZS 18-30



5.2 ZS 37-55



5.3 ZS 90-132



5.4 Element(s) SPM measurement

| | Stage 1 | | | | | | |
|------------|---------|----------------------|----|--|-----|----------------------|----|
| DE male | dBc | <input type="text"/> | dB | | dBm | <input type="text"/> | dB |
| NDE male | dBc | <input type="text"/> | dB | | dBm | <input type="text"/> | dB |
| DE female | dBc | <input type="text"/> | dB | | dBm | <input type="text"/> | dB |
| NDE female | dBc | <input type="text"/> | dB | | dBm | <input type="text"/> | dB |

Motor DE

dBc dB

dBm dB

Motor NDE

dBc dB

dBm dB

Stage 2

DE male

dBc dB

dBm dB

NDE male

dBc dB

dBm dB

DE female

dBc dB

dBm dB

NDE female

dBc dB

dBm dB

Motor DE

dBc dB

dBm dB

Motor NDE

dBc dB

dBm dB

Remarks:

Section not applicable to Tri City Blowers

6. External VSD data

6.1 ZS units connected to external frequency drive

See "ZS data for configuration external VSD" available on GBP

| | |
|---------------------------------------------|----------------------|
| Brand | <input type="text"/> |
| Type | <input type="text"/> |
| Minimum speed reference limit | <input type="text"/> |
| maximum speed reference limit | <input type="text"/> |
| Inverter application | <input type="text"/> |
| Control mode | <input type="text"/> |
| FWD / REV selection | <input type="text"/> |
| Acceleration time | <input type="text"/> |
| Deceleration time | <input type="text"/> |
| Motor type | <input type="text"/> |
| Motor rated speed | <input type="text"/> |
| Motor rated Eff.* | <input type="text"/> |
| Motor rated voltage* | <input type="text"/> |
| Motor rated current* | <input type="text"/> |
| Motor rated frequency* | <input type="text"/> |
| Minimum frequency | <input type="text"/> |
| Maximum frequency | <input type="text"/> |
| Motor rated torque* | <input type="text"/> |
| Motor service factor | <input type="text"/> |
| Motor rated power* | <input type="text"/> |
| Switching frequency | <input type="text"/> |
| Actions taken to eliminate bearing currents | <input type="text"/> |

* To define the motor rated values Atlas Copco advise to use the VSD self-tuning function. If this function is not available on the VSD, the motor settings need to be filled in manually, according to this instruction. See Motor Data.

7. Remarks

| Not OK for: | Description: | Remarks: |
|-------------|--------------|----------|
| | 1. | |
| | 2. | |
| | 3. | |
| | 4. | |
| | 5. | |
| | 6. | |
| | 7. | |
| | 8. | |

Approvals (as required)

Atlas Copco Technician: _____ Date: __/__/__

Engineer: _____ Date: __/__/__

Owner: _____ Date: __/__/__



COMMISSIONING REPORT ZB

➤ General information

| | |
|---------------------|--|
| Country: | |
| Customer: | |
| Delivery date: | |
| Commissioning Date: | |

➤ Unit information

| | |
|--------------------------------|----|
| ZB Type: | ZB |
| Serial number unit: | |
| Serial number Bearing control: | |
| Serial number Module: | |

➤ Options

| | | |
|--------------------------|------------------------------|-----------------------------|
| Aftercooler: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Communication interface: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Serial number: | | |

➤ Environmental conditions

| | |
|-----------------------|--|
| Ducting: | |
| Ambient temperature: | |
| Room Ventilation: | |
| Air intake pollution: | |

➤ Low Voltage control cubicle

| | | | | |
|-------------|--|-----------------------------|-----|---|
| PN Cubicle: | | Overload setting control: | Q1 | A |
| SN Cubicle: | | Overload setting fans: | Q2 | A |
| Voltage: | | Overload setting waterpump: | Q25 | A |

➤ Compressor settings

| Regulation – Compressor motor | | | |
|-------------------------------|-----|-------------------|---|
| Setpoint 1 | bar | Proportional band | % |



| | | | |
|---------------------|-----|----------------------|-----|
| Setpoint 2 | bar | Integration time | s |
| Indirect stop level | bar | Minimum speed | rpm |
| Direct stop level | bar | Max. speed reduction | % |

➤ **Valve Tuning**

| BOV settings | |
|--------------------------|---|
| Proportional Band: | % |
| Integration time: | s |
| Travel time: | s |
| Minimum position closed: | % |

| WCV settings | |
|--------------------------|---|
| Proportional Band: | % |
| Integration time: | s |
| Travel time: | s |
| Minimum position closed: | % |

➤ **Warning + shutdown settings (default)**

| | WARNING | SHUTDOWN | SERVICE | Delay at start | Delay at signal |
|-----------------------|---------|----------|---------|----------------|-----------------|
| Compressor out: | 2 bar | 2 bar | | | |
| Dp Airfilter: | | | -0.044 | | 60 s |
| Element out: | 195 °C | 200 °C | | | |
| Internal coolwater | | | | | |
| High level: | 35 °C | 38 °C | | 40s | at start |
| Low level: | 25 °C | 23 °C | | | |
| Winding U: | 110 | 115 | | | |
| Winding V: | 110 | 115 | | | |
| Winding W: | 110 | 115 | | | |
| Atmospheric pressure: | | 1100 | | | |

➤ **Remarks on compressor unit**

| |
|-----------------|
| Remarks: |
| |



➤ **Remarks on installation**

| |
|-----------------|
| Remarks: |
| |

Approvals (as required)

Atlas Copco Technician: _____ Date: __/__/__

Engineer: _____ Date: __/__/__

Owner: _____ Date: __/__/__

ATTACHMENT "B"



New Product Warranty

Atlas Copco warrants to the Purchaser that all stationary compressors, portable compressors, compressed air dryers, Atlas Copco-designed compressor parts and other Products manufactured by Atlas Copco and affiliates shall be free of defects in design, material and workmanship for a period of fifteen (15) months from date of shipment to Purchaser, or twelve (12) months from date of substantial completion or beneficial use, whichever occurs first, except as set forth below or in the New Products Warranty attached hereto.

Should any failure to conform with this warranty appear prior to or after shipment of the Product to Purchaser during the specified periods under normal and proper use and provided the Product has been properly stored, installed, handled and maintained by the Purchaser, Atlas Copco shall, if given prompt notice by Purchaser, repair or replace, the non-conforming Product or authorize repair or replacement by the Purchaser at Atlas Copco's expense.

Replaced Products become the property of Atlas Copco.

Atlas Copco warrants Products or parts thereof repaired or replaced pursuant to the above warranty under normal and proper use, storage, handling, installation, and maintenance, against defects in design, workmanship and material for a period of thirty (30) days from date of start-up of such repaired or replaced Products or parts thereof or the expiration of the original Product warranty, whichever is longer.

When the nature of the defect is such that it is appropriate in the judgment of Atlas Copco to do so, repairs will be made at the site of the Product. Repair or replacement under applicable warranty shall be made at no charge for replacement parts, F.O.B. Atlas Copco Warehouse, warranty labor, serviceman transportation and living costs, when work is performed during normal working hours (8 a.m. to 4:30 p.m. Monday through Friday, exclusive of holidays). Labor performed at other times will be billed at the overtime rate then prevailing for services of Atlas Copco personnel.

The Atlas Copco warranty does not extend to Products not manufactured by Atlas Copco or affiliates. As to such Products, Purchaser shall be entitled to proceed only upon the terms of that particular manufacturer's warranty. The Atlas Copco warranty does not apply to defects in material provided by Purchaser or to design stipulated by Purchaser.

Used Products, Products not manufactured by Atlas Copco or affiliates and Products excluded from the above warranties are sold AS IS with no representation or warranty, and ALL WARRANTIES OF QUALITY, WRITTEN, ORAL, OR IMPLIED, other than may be expressly agreed to by Atlas Copco in writing, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS, ARE HEREBY DISCLAIMED.

Any services performed by Atlas Copco in connection with the sale, installation, servicing or repair of a Product are warranted to be performed in a workmanlike manner. If any nonconformity with this warranty appears within 45 days after the services are performed, the exclusive obligation of Atlas Copco shall be to re-perform the services in a conforming manner.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS ARE HEREBY DISCLAIMED. Correction of nonconformities as provided above shall be Purchaser's exclusive remedy and shall constitute fulfillment of all liabilities of Atlas Copco (including any liability for direct, indirect, special, incidental or consequential damage) whether in warranty, strict liability, contract, tort, negligence, or otherwise with respect to the quality of or any defect in Products or associated services delivered or performed hereunder.



ATTACHMENT "C"

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: AtlasCopco.CertRequest@marsh.com 02973 -COMPR-GAWPX-16-17 N/A YES ComLL | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: | | | | | | | | | | | | | | | | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------------------------------|--|--------|---------------------------------------------------|--|-------|--------------------------------------|--|-------|-----------------|--|-----|-----------------|--|-----|-------------|--|--|-------------|--|
| | <table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Mutual Fire Insurance Company</td> <td></td> <td>23035</td> </tr> <tr> <td>INSURER B : LM Insurance Corporation</td> <td></td> <td>33600</td> </tr> <tr> <td>INSURER C : N/A</td> <td></td> <td>N/A</td> </tr> <tr> <td>INSURER D : N/A</td> <td></td> <td>N/A</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A : Liberty Mutual Fire Insurance Company | | 23035 | INSURER B : LM Insurance Corporation | | 33600 | INSURER C : N/A | | N/A | INSURER D : N/A | | N/A | INSURER E : | | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A : Liberty Mutual Fire Insurance Company | | 23035 | | | | | | | | | | | | | | | | | | | | |
| INSURER B : LM Insurance Corporation | | 33600 | | | | | | | | | | | | | | | | | | | | |
| INSURER C : N/A | | N/A | | | | | | | | | | | | | | | | | | | | |
| INSURER D : N/A | | N/A | | | | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** NYC-008540026-01 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------------------------------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | TB-631-004250-276 | 06/01/2016 | 06/01/2017 | EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | AS2-631-004250-026 | 06/01/2016 | 06/01/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WA5-63D-004250-016 (AOS) WC5-631-004250-306 (OR, WI) | 06/01/2016 | 06/01/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
TRI CITY SERVICE DISTRICT AND CLACKAMAS COUNTY SERVICE DISTRICT #1, ITS OFFICERS, COMMISSIONERS, AGENTS, AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS' COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT AS RESPECTS AGREEMENT WITH THE NAMED INSURED. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT.

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER TRI CITY SERVICE DISTRICT AND CLACKAMAS COUNTY SERVICE DISTRICT #1 150 BEAVER CREEK ROAD OREGON CITY, OR 97045 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Christopher Healy |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



ADDITIONAL REMARKS SCHEDULE

| | | | |
|----------------------------------|------------------|---------------------------------------------------------------------------------------------------|--|
| AGENCY Marsh USA, Inc. | | NAMED INSURED ATLAS COPCO COMPRESSORS LLC 1800 OVERVIEW DRIVE ROCK HILL, SC 29730 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Umbrella Liability
 Policy No.: 150501-0030
 Insurer: Industria Insurance Company Ltd.
 Effective Dates: 06/01/2016 - 06/01/2017
 Limits:
 \$20,000,000 Per Occurrence
 \$20,000,000 Policy Aggregate
 Applies in excess of the locally admitted US excess liability policies and on a DIC/DIL basis when primary coverage may not apply.

Professional Liability
 Policy No: 150501-0030
 Insurer: Industria Insurance Company Ltd.
 Effective Dates: 6/1/2016 - 6/1/2017
 Limit: \$5,000,000



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Settlement Agreement with Atlas Copco Compressors, LLC
and Clackamas County Service District No. 1
for Blower Replacement

| | |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Purpose/Outcomes | Approval of a Settlement Agreement with Atlas Copco Compressors, LLC, which provides Clackamas County Service District No. 1 with replacement blowers at no cost. |
| Dollar Amount and Fiscal Impact | No District funds expended under this agreement. This agreement will allow the District to reduce the cost of construction by eliminating the need for the construction contractor to purchase blowers and variable frequency drives. It's estimated the reduction will save the District up to \$1 million dollars on the blower replacement project. |
| Funding Source | Clackamas County Service District No. 1 Operating Funds. No General Funds impacted. |
| Duration | Ongoing obligations until terminated. |
| Previous Board Action/Review | None. |
| Strategic Plan Alignment | <ol style="list-style-type: none"> 1. This agreement supports the WES Strategic Plan to provide partner communities with reliable wastewater infrastructure to serve existing customers and support future growth. 2. This agreement supports the County's Strategic Plan of building a strong infrastructure that delivers services to customers. |
| Contact Person | Randy Rosane, PE, Project Manager WES, 503-742-4573 |
| Contract No. | N/A |

BACKGROUND:

In 2010, Clackamas County Service District No. 1 ("District") purchased and installed eight (8) high-efficiency turbo blowers from Houston Services Industries, Inc. ("HSI") for use at the Tri-City Water Pollution Control Plant as part of the Phase I Expansion to serve the Tri-City Service District's existing conventional activated sludge ("CAS") treatment system and the new membrane bioreactor ("MBR") treatment system constructed by Clackamas County Service District No. 1. These critical pieces of equipment move large volumes of air into the treatment process and are essential for plant operations.

These blowers were chosen because of their high efficiency ratings, and while a relatively new technology to the wastewater industry, they were utilized successfully in other industries prior to that and expected to yield significant energy savings. However, the blowers experienced

problems almost immediately upon installation, leading to the District requesting and receiving a warranty extension from April 2011 to April 2016. The blowers have continued to be unreliable since they were installed.

In December 2014, Atlas Copco Compressors, LLC (“Atlas”) purchased HSI, assuming all of its obligations. Staff attempted to work with Atlas to resolve these ongoing issues as they got up to speed on HSI products. While Atlas was more responsive, the blowers continued to fail and require frequent repair. Since these blowers have been installed, twenty-eight (28) air ends have been replaced. The average time period for the repairs took several months, and with multiple blowers out at the same time, the plant was left vulnerable to potential violations of its National Pollutant Discharge Elimination System (“NDPES”) permit.

On February 4, 2016, prior to the warranty expiration date, the Board of County Commissioners authorized the District to enter into an agreement with Stettler Supply Company to replace the blowers with proven reliable technology used throughout the industry. As the project progressed, Atlas met with the District and informed staff that Atlas was willing to take responsibility for HSI’s equipment failures and replace all of the blowers with reliable proven technology at no cost to the District, in return for a settlement and release of claims related to the original purchase of the blowers.

District staff worked with County Counsel to negotiate the terms of the proposed settlement agreement, which includes a savings of approximately \$1 million for the District, in addition to a new warranty for the blowers, a temporary blower and costs towards installation, and the option to purchase a comprehensive ten (10) year service plan at a significantly discounted rate.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve the Settlement Agreement between Atlas Copco Compressors, LLC and Clackamas County Service District No. 1 for Blower Replacement.

Respectfully submitted,

Greg Geist, Director
Water Environment Services



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1/Renewals #4 and #5 to the
Contract Documents with Portland Engineering, Inc. to Furnish
Professional Services to the Tri-City Service District
for the Instrumentation and Control Systems Integrator of Record

| | |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Purpose/Outcomes | Approval of this amendment/renewal will provide continued Programmable Logic Controller (PLC) and Human Machine Interface (HMI) programming, instrumentation, hardware, software, telemetry and other services related to wastewater treatment and conveyance operations to standardize and maintain telemetry system for the Tri-City Service District. |
| Dollar Amount and Fiscal Impact | This renewal of the agreement is for an amount not to exceed \$600,000 over the remaining two years, with an annual not to exceed amount of \$300,000 (\$150,000 from the Tri-City Service District and Clackamas County Service District No. 1 each). The cumulative contract total including this renewal is \$1,800,000 over the entire 6 year term of the agreement. |
| Funding Source | Tri-City Service District Operating Funds. No General Funds impacted. |
| Duration | Renewed for two (2) years until June 30, 2018 |
| Previous Board Action/Review | BCC Consent Agenda 03072013 VI. 2. |
| Strategic Plan Alignment | <ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan to provide partner communities with reliable wastewater infrastructure to serve existing customers and support future growth. 2. This project supports the County Strategic Plan of building a strong infrastructure that delivers services to customers. |
| Contact Person | Michael Trent, WES Wastewater Operations Manager, 503-557-2804 |
| Contract No. | W110432 |

BACKGROUND:

On March 7, 2013, the Board of County Commissioners approved a one year contract between the Tri-City Service District (“District”) and Portland Engineering, Inc. (“PEI”) with the option for five potential one-year renewals.

The telemetry systems monitor and control treatment and collection system operations and are continually developed, upgraded, and added to in order to keep current with technology and operational adjustments.

In 2013, to achieve standardization across systems and plants, it was necessary to create a short list of firms that would be allowed to work on all telemetry systems and to select one of these firms to act as the overall Instrumentation and Control Systems Integrator of Record. Professional firms were invited to submit their qualifications demonstrating both their ability to work on telemetry systems and to qualify as the system integrator of record, in accordance with local contract review board rules. The District selected Portland Engineering, Inc. as the most qualified to serve as Systems Integrator of Record and work on telemetry systems.

Since 2013, projects have been designed and completed to gain greater operational efficiencies by standardizing these systems across the District and Clackamas County Service District No. 1. The projects are ongoing and continue to improve and enhance our control and communication systems. In addition, energy efficiency and cost reductions have been realized with the use of these services for energy related projects. The District would like to continue this important work through the end of the contract term in 2019 by seeking the BCC's approval for the remainder of the renewal terms eligible under this agreement.

This amendment/renewal has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of the Tri-City Service District, approve Amendment #1/Renewals #4 and #5 to the Contract Documents with Portland Engineering, Inc. to Furnish Professional Services to the Tri-City Service District for the Instrumentation and Control Systems Integrator of Record.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the **September 15, 2016** agenda by Purchasing.

**AMENDMENT #1 / RENEWALS #4 AND #5 TO THE CONTRACT DOCUMENTS WITH PORTLAND
ENGINEERING, INC. TO FURNISH PROFESSIONAL SERVICES TO CLACKAMAS COUNTY
SERVICE DISTRICT NO. 1 AND TRI-CITY SERVICE DISTRICT FOR INSTRUMENTATION AND
CONTROL SYSTEMS INTEGRATOR OF RECORD**

This Amendment #1, when signed by **PORTLAND ENGINEERING, INC.** and the Board of County Commissioners, Acting as the Governing Body of Clackamas County Service District No. 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 **MARCH 7, 2013**, 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 two years from July 1, 2016 through June 30, 2018. This renewal covers the remaining renewal years four and five allowed under this contract.

ARTICLE 5 – PAYMENTS TO ENGINEER

5.1 Compensation

Add the new Billing Rate Sheet per Attachment “A”. The total annual renewed contract amount is on a time and materials basis and is not to exceed \$300,000.00 per year. The total contract amount is not to exceed \$1,800,000.00.

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 in the following Termination Language:

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.

| | |
|------------------------------------------|--------------------------------------------------|
| ORIGINAL CONTRACT AMOUNT | \$300,000.00 |
| RENEWALS #1, #2, AND #3 | \$900,000.00 |
| AMENDMENT #1/RENEWALS #4 & #5 | \$600,000.00 Language Additions / Changes |
| TOTAL NOT TO EXCEED | \$1,800,000.00 |
| CONTRACT AMOUNT | |

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.

Portland Engineering, Inc.
 2020 SE 7th Avenue, suite 200
 Portland, OR 97214

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:

 306020-80

 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 of Amendment #1/Renewals #4 and #5 to the
Contract Documents with Portland Engineering, Inc. to Furnish
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| Purpose/Outcomes | Approval of this amendment/renewal will provide continued Programmable Logic Controller (PLC) and Human Machine Interface (HMI) programming, instrumentation, hardware, software, telemetry and other services related to wastewater treatment and conveyance operations to standardize and maintain telemetry system for Clackamas County Service District No. 1. |
| Dollar Amount and Fiscal Impact | This renewal of the agreement is for an amount not to exceed \$600,000 over the remaining two years, with an annual not to exceed amount of \$300,000 (\$150,000 from Clackamas County Service District No. 1 and the Tri-City Service District each). The cumulative contract total including this renewal is \$1,800,000 over the entire 6 year term of the agreement. |
| Funding Source | Clackamas County Service District No. 1 Operating Funds. No General Funds impacted. |
| Duration | Renewed for two (2) years until June 30, 2018 |
| Previous Board Action/Review | BCC Consent Agenda 03072013 VI. 2. |
| Strategic Plan Alignment | <ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan to provide partner communities with reliable wastewater infrastructure to serve existing customers and support future growth. 2. This project supports the County Strategic Plan of building a strong infrastructure that delivers services to customers. |
| Contact Person | Michael Trent, WES Wastewater Operations Manager, 503-557-2804 |
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This amendment/renewal has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve Amendment #1/Renewals #4 and #5 to the Contract Documents with Portland Engineering, Inc. to Furnish Professional Services to Clackamas County Service District No. 1 for the Instrumentation and Control Systems Integrator of Record.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the **September 15, 2016** agenda by Purchasing.