



AGENDA

Thursday March 16, 2017 – 6:00 PM **BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2017-11

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY PUBLIC HEARING

1. Public Hearing on the Proposed 2017-2022 Housing Authority of Clackamas County (HACC) Annual and Five-Year Plan (Chuck Robbins, HACC)

II. HOUSING AUTHORITY CONSENT AGENDA

1. In the Matter of Writing off Uncollectible Accounts for the Third Quarter of FY 2017
2. Reappointment of the Resident Commissioner to the Housing Authority Board

III. 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.)*

IV. 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.)*

Department of Transportation & Development

1. Approval of the Clackamas County Long Range Planning Work Program for 2017-2018 (Mike McCallister, Planning Director)

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

1. Board Order No. _____ Related to a Previously Denied Comprehensive Plan Map Amendment and Zone Change Application (Stephen Madkour, County Counsel)

VI. 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 Intergovernmental Agreement with Gladstone School District for Kindergarten Partnership Innovation Services – *Children, Youth & Families*
2. Approval of Intergovernmental Agreement with Clackamas Education Service District for Kindergarten Partnership Innovation Services – *Children, Youth & Families*
3. Approval of a Local Subrecipient Agreement with Oregon Children’s Foundation, Start Making A Reader Today for Kindergarten Partnership Innovation Services – *Children, Youth & Families*
4. Approval of Intergovernmental Agreement with Oregon City School District for Kindergarten Partnership Innovation Services – *Children, Youth & Families*
5. Approval of Intergovernmental Agreement with Oregon Trail School District for Kindergarten Partnership Innovation Services - *Children, Youth & Families*
6. Approval of a Subrecipient Grant Agreement with Northwest Family Services for A&D Pre-engagement and Prevention for At Risk or High Risk Youth – *Behavioral Health*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement between North Clackamas Parks & Recreation District and Clackamas County Department of Transportation & Development to Provide Assistance in Construction Management Services Related to Repairing the Casa Del Rey Bridge at North Clackamas Park

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff’s Office to Accept a Grant Sub-recipient Award from Clackamas Women’s Services for Improving the County’s Criminal Justice Response through a Safe Place Family Justice Center - *CCSO*

D. Business & Community Services

1. Approval of a County Opportunity Grant COG17-003 Feyrer Park Campground Restroom Replacement from the Oregon Parks and Recreation Department
2. Resolution No. _____ Authorizing Clackamas County Parks to Apply for a Local Government Grant from the Oregon Parks and Recreation Department for Replacement of a Restroom at Barton Park

VII. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of an Intergovernmental Agreement between North Clackamas Parks & Recreation District and Clackamas County Department of Transportation & Development to Provide Assistance in Construction Management Services Related to Repairing the Casa Del Rey Bridge at North Clackamas Park

VIII. WATER ENVIRONMENT SERVICES

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

1. Approval of an Agreement between Clackamas County Service District No. 1 and the City of Happy Valley for Assignment of Easement

IX. COUNTY ADMINISTRATOR UPDATE

X. 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

March 16, 2017

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Public Hearing on the Proposed 2017-2022 Housing Authority of
Clackamas County (HACC) Annual and Five-Year Plan

Purpose/Outcomes	A Public Hearing before the Housing Authority Board of Commissioners to review the past performance of HACC, and to review the Proposed 2017-2022 HACC Annual and 5-Year Plan.
Dollar Amount and Fiscal Impact	\$13,022,800 for Section 8 Voucher funds, \$3,879,900 in Public Housing funds and \$881,000 in Capital Grants Program funds
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, 2022
Previous Board Action	2015-2020 Five-Year Plan approved by the HACC Board on April 2, 2015 – Resolution No. 1904
Strategic Plan Alignment	<ul style="list-style-type: none"> • Ensure safe, healthy and secure communities • Sustainable and Affordable Housing • Build public trust through good government
Contact Person	Chuck Robbins, HACC Executive Director (503) 655-8267
Contract No.	N/A

BACKGROUND:

This hearing will satisfy a U.S. Department of Housing and Urban Development (HUD) requirement that the public be given an opportunity annually to review the performance of the Housing Authority of Clackamas County and comment on the goals and objectives of the 5-Year Plan. The Plan includes HACC's 5 year strategic goals, Annual Plan, Capital Fund Program (CFP) 5-Year Plan, and CFP Annual Plan.

The HACC Annual Plan implements the goals and objectives of the HACC 5-Year plan and updates HUD regarding the Housing Authority's policies, rules, and requirements concerning its operations, programs, and services.

CFP funds are granted by HUD for the development, modernization, and management of Public Housing. Through the submission of the annual and 5-Year CFP Plans, HACC is applying for and seeking Capital Funds in the amount of \$881,000 for FY2018.

The Plan meets the following requirements of the Quality Housing and Work Responsibility Act (QHWRA) of 1998.

- The Five-Year Plan was developed in consultation with the Resident Advisory Board (RAB).
- The RAB is made up of residents from Public Housing and Section 8 programs. The RAB met

on January 19th, 2017 to review the Plan.

- HACC published a public notice opening the Five-Year Plan for public review and comments from January 21, 2017 through March 7th, 2017.
- The Plan was available at the HACC Administrative Office, HACC Property Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website.

The Public Hearing will consist of three parts:

- 1) A review of the past performance of the Housing Authority of Clackamas County;
- 2) A review of the Proposed 2017-2022 HACC 5-Year Plan; and
- 3) An open discussion period during which citizens may testify on the plan or HACC's programs and actions.

RECOMMENDATION:

Staff recommends that the HACC Board take the following actions:

- 1) Hold a Public Hearing to review past performance of the Housing Authority of Clackamas County and to review the proposed 2017-2022 Five-Year Plan;
- 2) Direct Housing Authority staff to make any changes necessary as a result of the Board's consideration of testimony to the Proposed Plan, and prepare for Board approval of the Final 2017-2022 Five-Year Plan; and
- 3) Place approval of the 2017-2022 Five-Year Plan on the HACC Board consent agenda for adoption at a special meeting scheduled for April 6, 2017.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

Attachments:

- Public Notice of the Public Hearing
- Proposed 2017-2022 5-Year Plan

Housing Authority of Clackamas County (HACC)

**Five Year Plan
2017-2022**



**HACC Executive Director
Chuck Robbins**

Housing Authority of Clackamas County (HACC)



5-Year Plan 2017-2022

Effective Dates upon HUD Approval:

July 1st, 2017-June 30th 2022

Housing Authority of Clackamas County (HACC)

2017-2022 Five Year Plan

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5-Year PHA Plan (for All PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

A.	PHA Information.																				
A.1	<p>PHA Name: <u>Housing Authority of Clackamas County</u> PHA Code: <u>OR001</u></p> <p>PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2017</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> 5-Year Plan Submission <input type="checkbox"/> Revised 5-Year Plan Submission</p> <p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p>PHA Plan, PHA Plan Elements, and Public Hearing Information can be found at the following locations:</p> <ol style="list-style-type: none"> 1) Housing Authority Administrative Office, 13930 S Gain Street, Oregon City, OR 97045 2) Housing Authority Clackamas Heights Property Management Office, 13900 S Gain Street, Oregon City, OR 97045 3) Housing Authority Hillside Property Management Office, 2889 Hillside Court, Milwaukie, OR 97222 4) Housing Authority Website: http://www.clackamas.us/hacc under Plans and Reports 5) Clackamas County Public Library located at 16201 S.E. McLoughlin, Oak Grove, OR 97222 6) Resident Advisory Boards Members receive a hard copy of the draft Annual Plan <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p> <table border="1" data-bbox="246 1209 1507 1549"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:											
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		PH	HCV																		
Lead PHA:																					
B.	5-Year Plan. Required for <u>all</u> PHAs completing this form.																				
B.1	<p>Mission. State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years.</p> <p>The Housing Authority of Clackamas County's (HACC's) mission is to provide affordable, safe, decent and sanitary housing opportunities in a fiscally responsible manner to low-income people in Clackamas County.</p>																				

B.2

Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low-income, and extremely low- income families for the next five years.

PHA Goal 1: Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing by:

- Apply for additional rental voucher, as appropriate
- Leverage private or other public funds to create additional housing opportunities
- Acquire land for new construction of affordable housing
- Study financial feasibility of potential acquisition and rehabilitation of existing multi-family properties
- Prepare and submit Rental Administration Demonstration (RAD) application for the rehabilitation of Hillside Manor
- Study the financial feasibility of redevelopment of or disposal of Hillside Park, Oregon City View Manor, and Clackamas Heights
- Evaluate the utilization of RAD or Demolition/Disposition Section 18 to improve and increase the number of affordable housing units
- May engage in mixed-finance development activities for Affordable Housing, as needed
- Submit a Section 18 Demo/Disposition application, if feasible, for Oregon City View Manor, Clackamas Heights and Scattered Sites

The following Development Objectives were approved by the HACC Board as part of the repositioning of the Housing Authority:

- 4 to 1 replacement of any Public Housing unit sold or demolished
- Long term physical and financial sustainability of HACC (Construction of new affordable units that generate \$500,000/year of new Operating Revenue)
- Decentralization of low income housing
- Develop housing that increases access to community services (e.g. social services, health care, transportation, youth programs, adult education & job training)
- Increase the number of units that would be available to households at or below 30% of Area Median Income
- Minimize relocation costs

PHA Goal 2: Improve access & housing choice for everyone, with a focus on protected classes and single parent households by (FH):

- Provide voucher mobility counseling
- Conduct outreach efforts to potential voucher landlords
- Convert Public Housing to vouchers through development projects, as appropriate and available
- Revise payment standards, as needed
- Maintain security deposit loan program for Section 8 families
- Provide higher payment standards for families needing ADA units.
- Survey and Maintain a list of ADA units within the County to assist families seeking housing
- Release a Request for Proposals for project based vouchers and Public Housing proceeds to encourage new affordable housing development.

PHA Goal 3: Enforce Fair Housing Laws and Increase public understanding of Fair Housing laws by:

- Host free Fair Housing trainings
- Partner with Fair Housing council of Oregon for information distribution
- Continue to partner with Clackamas County's Housing Rights & Resources Program
- Offer training at Metro Multifamily and other Landlord Group Meetings on the Benefits of Rental Assistance
- Distribute Fair Housing Videos and Information to landlords participating in Section 8
- Orient client's on their Fair Housing Rights & provide Fair Housing brochures
- Attend State subcommittee meetings on Renters Rights and other nonprofit Renter Rights Advocacy Meetings

PHA Goal 4: Improve the quality of Housing Authority assisted housing and customer service by:

- Maintain high performer status
- Improve welcoming environment
- Streamline administrative operations, alleviating staff time to improve customer service
- Renovate or modernize public housing units
- Demolish or dispose of obsolete public housing, as appropriate
- Provide replacement Public Housing and/or Vouchers
- Develop strategy for cross training staff to ensure we provide the highest level of service to clients we serve

PHA Goal 5: Improve community quality of life and economic vitality by:

- Partner with social service agencies to provide services for youth to succeed in school
- Designate developments for particular residents groups (elderly, persons with disabilities), as needed
- Develop stronger working relationships with service providers who assist our residents who are elderly and/or disabled
- Continue to grow the community gardens
- Encourage Resident participation through Resident Associations

PHA Goal 6: Promote self-sufficiency and asset development of families and individuals by:

- Continue to partner with local & regional workforce partners to increase the number of employed and under-employed persons in assisted housing
- Partner with agencies to provide supportive services to increase independence for the elderly and families with disabilities
- Apply for new Resident Opportunities Self Sufficiency grant
- Apply for new Family Self Sufficiency grant
- Research and apply for future grants that provide services and enhance residents' quality of life

<p>B.3</p>	<p>Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.</p> <p>PHA Goal: Expand the supply of assisted housing by: <input checked="" type="checkbox"/> Applied for additional rental vouchers: acquired 30 new VASH vouchers, applied for set aside NOFA and Family Unification NOFA but we were not awarded. <input checked="" type="checkbox"/> Reduced public housing vacancies: maintained 98% or greater occupancy. <input checked="" type="checkbox"/> Leveraged private or other public funds to create additional housing opportunities: in progress PEDCOR development of Rosewood Terrace (212 units). Leveraging approximately \$54 million in bonds and tax credit equity. HACC awarded 20 project based vouchers and \$1,100,000 in disposition funds. <input checked="" type="checkbox"/> HACC provided \$1,300,000 in disposition funds and 21 project based vouchers for Town Center Courtyards (TCC), a 60 unit development with drug and alcohol free housing. TCC completed construction and began leasing in August 2016.</p> <p>PHA Goal: Improve the quality of assisted housing by: <input checked="" type="checkbox"/> Maintain High Performer Status in public housing management <input checked="" type="checkbox"/> Reached High Performer Status in voucher management <input checked="" type="checkbox"/> Developed system for collecting customer satisfaction <input checked="" type="checkbox"/> Focused on efforts to improve specific management functions: converted to geographic inspections, self-certification of repairs, including photos of inspections, paperless scanning and attaching of documents <input checked="" type="checkbox"/> Modernized 10 public housing units</p> <p>PHA Goal: Increase assisted housing choices by: <input checked="" type="checkbox"/> Provided voucher mobility counseling during move orientations <input checked="" type="checkbox"/> Conducted outreach efforts to potential voucher landlords in partnership with Fair Housing Council <input checked="" type="checkbox"/> Partnered with a Fair Housing attorney and hosted free trainings for landlords and staff <input checked="" type="checkbox"/> Successfully submitted regional rent study with area Housing Authorities' to increase voucher payment standards <input checked="" type="checkbox"/> Received grant funds and are in the process of implementing a security deposit assistance loan program</p> <p>HUD Strategic Goal: Improve community quality of life and economic vitality</p> <p>PHA Goal: Provide an improved living environment <input checked="" type="checkbox"/> Strengthened relationships with service providers who assist our elderly and/or disabled clients <input checked="" type="checkbox"/> Implemented public housing security improvements, security cameras and onsite security company <input checked="" type="checkbox"/> Improved the office lobbies by updating paint and furniture <input checked="" type="checkbox"/> Increased resident communication of services through lobby electronic reader board <input checked="" type="checkbox"/> Partnered with non-profit organizations for youth activities, camps and mentorships <input checked="" type="checkbox"/> Partnered with Public Health to provide on-site nurse for health education and prevention of Public Housing clients. <input checked="" type="checkbox"/> Added half time case manager from Social Services organization, working with at-risk residents <input checked="" type="checkbox"/> Partnered with non-profit organization to provide formerly homeless families furniture and household goods</p> <p>HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals</p> <p>PHA Goal: Promote self-sufficiency and asset development of assisted households <input checked="" type="checkbox"/> Entered into a Memorandum of Understanding with workforce agency to provide services to increase the number of employed persons in assisted housing <input checked="" type="checkbox"/> Coordinated supportive services around workforce education to improve clients' employability <input checked="" type="checkbox"/> Coordinated workforce services to increase independence for the elderly or families with disabilities <input checked="" type="checkbox"/> Partnered with the Workforce agency and Community Development agency to provide tenant based rental assistance for ten (10) families who participate in Reboot NW and are in need of assistance with rent while in the program.</p> <p>HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans</p> <p>PHA Goal: Ensure equal opportunity and affirmatively further fair housing <input checked="" type="checkbox"/> Participate in the County's Housing Advisory Board (HAB) <input checked="" type="checkbox"/> Partnered with Community Development to create the new 5-Year Assessment of Fair Housing Plan. The Assessment of Fair Housing was approved by HUD and is effective 7/1/2017 – 6/30/2022. <input checked="" type="checkbox"/> Aligned five-year Plan with Community Development's 5-year Consolidated Plan</p>
<p>B.4</p>	<p>Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.</p> <p>See Attachment D: VAWA Statement</p>

<p>B.5</p>	<p>Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.</p> <p>See Attachment E Discretionary changes (changes which are not mandated by regulation) in the plans or policies of HACC, which fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Housing Authority Commissioners. Discretionary changes include Capital Fund items that have a total expense in excess of \$250,000 in any single grant year.</p>
<p>B.6</p>	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the 5-Year PHA Plan? Y <input type="checkbox"/> N <input checked="" type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. See Attachment F</p>
<p>B.7</p>	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. See Attachment L</p>

Instructions for Preparation of Form HUD-50075-5Y 5-Year PHA Plan for All PHAs

A. PHA Information [24 CFR §903.23\(4\)\(c\)](#)

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table.

B. 5-Year Plan.

B.1 Mission. State the PHA’s mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA’s jurisdiction for the next five years. ([24 CFR §903.6\(a\)\(1\)](#))

B.2 Goals and Objectives. Identify the PHA’s quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years. ([24 CFR §903.6\(b\)\(1\)](#)) For Qualified PHAs only, if at any time a PHA proposes to take units offline for modernization, then that action requires a significant amendment to the PHA’s 5-Year Plan.

B.3 Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. ([24 CFR §903.6\(b\)\(2\)](#))

B.4 Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA’s goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. ([24 CFR §903.6\(a\)\(3\)](#))

B.5 Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.

B.6 Resident Advisory Board (RAB) comments.

(a) Did the public or RAB provide comments?

(b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. ([24 CFR §903.17\(a\)](#), [24 CFR §903.19](#))

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average .76 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

ATTACHMENT A

Summary of Housing Choice Voucher Administrative Plan Policy Changes effective July 1, 2017

New Policy	Explanation of Proposed New Policy Language	Chapter
<i>Code of Conduct</i>	Employees must report any personal relationship with an applicant or tenant receiving assistance to the Program Manager. Personal relationship defined as Employees with a relationship cannot handle any aspect of the applicant or tenant process.	1
<i>Screening Criteria increased allowable offenses from 4 to 9 without a hearing.</i>	Applicants' criminal background history for the most recent 5 years will be scored based on severity of convictions. Scoring will be 1-4 with 4 being the highest level of risk crimes. Applicants who have combined score 3 and under will be approved. Applicants with a score 4 - 9 can be approved by a manager taking into consideration factors discussed in Section 3-III.E. Applicants with a score greater than 9 are denied.	3
<i>Local Preferences</i>	Families applying from outside of Clackamas County must live in Clackamas County one (1) year with the voucher before being allowed to transfer (port out). Preference will be given to residents of Clackamas County who are elderly, disabled, or displaced single person families over other single person families.	4
<i>Local Preferences</i>	No more than 10 families per year that meet HUD's definition of chronically homeless <u>and</u> disabled that have completed an intake and been referred by the Clackamas County Coordinated Housing Access line formed as part of the Clackamas County Continuum of Care. The family must at time of application provide proof of disability and chronic homelessness status by having a case manager, counselor, mentor, or other professional verify this status. The family must only meet the chronically homeless criteria at time of application.	4
<i>If insufficient funding, rescinded vouchers</i>	Category 2: All Port Vouchers for which a 52665 has not been received. Vouchers will be rescinded in order of the date and time were issued, starting with the most recently issued vouchers.	5
<i>Voucher Extensions</i>	If HACC has inadequate funding or faces a sequestration, no extensions will be granted.	5

	Bedroom Definition	For a room to be considered as a bedroom, it must meet the minimum definition as established by HUD. This includes, but is not limited to, the following: A room primarily designed for sleeping with a source of natural light, a minimum of which, 50% shall be openable, a minimum horizontal dimension of 7ft, a minimum height of 7'6", code complying means of emergency egress (2 ways to get out in a fire, usually implies a window and a door), an outlet with overhead permanent light fixture or two outlets, a permanent source of heat somewhere with the house that is adequate to heat all spaces, operable window, security, and a minimum of 70 square feet. Water heaters must be in a closet or enclosed if it exists in the space. Bedrooms cannot exist in a utility area. In addition, HACC's policy states that bedrooms in units built after 1940 will include closets built into the wall units. Rooms that have been remodeled will qualify as bedrooms as long as the remodel has included the addition of a closet and window easement. HACC may use tax information to determine total number of bedrooms in the unit.	8
	Initial Inspection	At initial inspection of a vacant unit, the presence of the owner and a family representative is permitted, but is not required.	8
	Initial Inspection	HACC may schedule an inspection more than 30 days after the original date for good cause or reasonable accommodation.	8
	Project Based Voucher Rent Limits	<p>HACC's goal is to provide as many families with vouchers as possible. Given the budget limitations of the program, HACC must implement policies that control its HAP expenditures.</p> <p>The rent to owner including utility allowances must not exceed the lowest of:</p> <ul style="list-style-type: none"> • An amount determined by HACC <ul style="list-style-type: none"> ○ For general PBV's an amount not to exceed the HhhhHHigh HOME Rent Limit; or ○ For PBV's with HACC Disposition funds, an amount not to exceed HACC Payment standards • The reasonable rent; or • The rent requested by the owner. 	17

	<i>TBRA – HOME Tenant Based Rental Assistance Program</i>	Program is discontinuing due to funding Ends July 1, 2017	18
	<i>Shelter Plus Care</i>	Move Policy put in place that allows clients to move outside of the Continuum of Care jurisdiction in cases of Domestic Violence and for Reasonable Accommodation. Moves limited to locations where HACC has a reciprocal agreement for inspections.	18

ATTACHMENT B

Summary of Admissions and Continuing Occupancy Policy Changes effective July 1, 2017

New Policy Issue & Citation	Explanation of Proposed Policy and Revised Language	Chapter
<p>1. Number of references – Resources Used to Check Applicant Suitability as a Tenant [PH Occ GB, pp. 47-56] ACOP page: 3-26</p>	<ul style="list-style-type: none"> • ACOP doesn't state how many personal references are needed. Currently we are requesting four (4). This information is stated on the "Character References" form that is giving to clients. Under the section "Past Performance.....". ACOP will be amended to state: <ul style="list-style-type: none"> ○ "At least three (3) references from either landlords, employers, or other third parties not related to the applicant dating back to five years." 	<p>3</p>
<p>2. Security Deposits [24 CFR 966.4(b)(5)] - ACOP page: 8-6</p>	<ul style="list-style-type: none"> • Compared to other Housing Authorities HACC's rental deposit amounts are extremely low therefore deposits will be increased effective upon approval of PHA Plan. Even if client rent is \$0, tenants will still require to pay the full Security Deposit amount. The new deposit amounts will be as follows: <ul style="list-style-type: none"> ○ 1 Bedroom = \$200 ○ 2 Bedroom = \$300 ○ 3 Bedroom = \$400 ○ 4 Bedroom = \$500 	<p>3</p>
<p>3. 4-II.B. Organization of the Waiting List – ACOP Page: 4-6</p>	<ul style="list-style-type: none"> • Insert language: "If family composition changes while an applicant is on the waiting list and they report such changes as required by the program they may have the option to switch to a list for which they are eligible for." 	<p>4</p>

<p>4. Good news letter – 4-III.C. Notification of Selection – Page: 4-20</p>	<ul style="list-style-type: none"> • ACOP does not state how many days the client has to respond to the letter before being filed inactive. However, the letter we mail to them, states that they need to contact us within fifteen (15) days. In order to expedite the lease up process applicants will be required to respond within eight (8) business days of receiving their Good Newsletter. Insert <ul style="list-style-type: none"> ○ “Applicants shall respond to HACC within eight calendar days of the date of the Good News letter.” 	<p style="text-align: center;">4</p>
<p>5. 5-I-B. Determining Unit Size – ACOP page: 5-2</p>	<ul style="list-style-type: none"> • The ACOP states that “HACC will assign one bedroom for each two persons within the household except in the following circumstances...” Under this section the following revisions will be inserted: <ul style="list-style-type: none"> ○ Persons of the opposite sex (other than spouses, and children under age 5) will not be required to share a bedroom. <u>This clause will be stricken.</u> ○ Persons of different generations will not be required to share a bedroom. <u>This clause will be stricken.</u> • The following policies will be added to this section of the ACOP <ul style="list-style-type: none"> ○ A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family. ○ A single head of household parent shall not be required to share a bedroom with his/her child (although they may do so at the request of the family. ○ A separate bedroom will be allocated for a single head of household with children. The two person per bedroom will be required thereafter regardless of gender or age of children. ○ HACC will strive to ensure that families or individuals are not over or under-housed through utilizing the transfer list. 	<p style="text-align: center;">5</p>

Attachment C

Strategy for Addressing Housing Needs

Introduction

The Housing Authority of Clackamas County (HACC) is committed to affirmatively furthering fair housing and contributing to the elimination of impediments to fair housing choice as described in 24 CFR Part 570.601 and the Furthering Fair Housing Executive Order 11063, as amended by Executive Order 12259.

Clackamas County Housing and Community Division (HCD) with local Fair Housing Partners participating in a Regional Fair Housing Collaboration and completed a Fair Housing Plan. HCD is comprised of HACC and Community Development (CD)

LOCAL EFFORTS

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

Six (6) general fair housing goals were identified:

- Goal I: Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing
- Goal II: Increase accessibility to affordable housing for person with disabilities and single parent familial status households (households with children under 18 yrs)
- Goal III: Improve access to housing and services for all protected classes
- Goal IV: Enforce Fair Housing laws and increase public understanding of Fair Housing laws
- Goal V: Coordinate Fair Housing advocacy and enforcement efforts among regional partners
- Goal VI: Ensure that all housing in Clackamas County is healthy and habitable

REGIONAL EFFORTS

Clackamas County continues to meet 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. In addition, there are several agencies that provide fair housing service in the county, including the United States Department of Housing and Urban Development, The Fair Housing Council of Oregon, Legal Aid Services of Oregon and Clackamas County Social Services Division, Housing Rights and Resources Program.

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 are also working to align their fair housing efforts with the public housing authorities' plans to increase access to housing.

Statewide Goals of the Fair Housing Council of Oregon:

The Fair Housing Council of Oregon (FHCO) has contracts with the state of Oregon and with several local governments to provide fair housing training to tenants and landlords. FHCO has assembled a group of fair housing partners to coordinate fair housing activities, training and events. The first meeting was held on May 6, 2014 to discuss needs for education and outreach, audit testing needs (to find out if landlords are discriminating against protected classes of people) and, other identified by local agencies. FHCO is also being asked by partners to collect and analyze housing discrimination data to report out to partners.

Attachment C

Strategy for Addressing Housing Needs

Oregon state laws have changed to prohibit source of income in Section 8

Effective July 1, 2014, landlords cannot refuse to rent to an applicant, or treat an applicant or tenant differently, because the applicant is using a Section 8 voucher or other local, state, or federal rental housing assistance. Nor can landlords advertise “no Section 8.” Landlords can still screen and reject any applicant, including those with a Section 8 voucher, for past conduct and ability to pay rent.

Prior to passage of House Bill 2639 in 2013, the “source of income” category explicitly excluded federal rent assistance, which primarily refers to the Section 8 Housing Choice Voucher program; this exclusion meant that Oregon landlords could refuse to rent to applicants, or even to consider them, just because they had a Section 8 voucher. The new law removed that exception and explicitly stated that Section 8 or any other local, state, or federal housing assistance is included in the source of income protection. Oregon Revised Statute 659A.421 (1) (d).

The new law also creates the Housing Choice Landlord Guarantee Program, to compensate landlords for damages incurred as a result of tenancies by Section 8 voucher holders.

Clackamas County Actions Taken in 2015-2016 and Analysis of Impact

Strategy	Primary Partners (Lead in BOLD)	Accomplishments
Commit to countywide and regional support to continue and enhance enforcement of fair housing laws	SSD HACC CD	SSD has annual contracts with the Fair Housing Council of Oregon FHCO (\$10,770) and Legal Aid Services of Oregon (LASO) (\$81,250) to provide enforcement of fair housing laws. FHCO assisted 209 people with housing information. 31 (15%) were Latino and 12 (6%) were African American. CD is meeting regularly with regional partners to discuss audit testing options.
Improve access to fair housing information	SSD CD HACC	HCD has met with regional partners and the Fair Housing Council of Oregon to coordinate Fair Housing activities, develop a centralized resource and to develop fair housing materials in multiple languages and formats.
Expand opportunities for tenants using Housing Choice Vouchers	HACC	The Housing Authority of Clackamas County has landlord outreach materials posted on the HACC website: http://www.clackamas.us/housingauthority/ 2015-2016 Landlord Training Events: February 28 th , 2016- Oregon Landlord Tenant Law June 8th, 2016 – Fair Housing Laws Outreach for all of these events were done by the following: <ul style="list-style-type: none"> • Direct email invitations to our landlord email list • Announcements on the Metro Multi Family Calendar of events • Fair Housing Council of Oregon Announcements • Promoted on HACC Website • Word of mouth through property management companies, etc <p>Landlord Newsletters continue to be distributed and posted on HACC’s website.</p>

**Attachment C
Strategy for Addressing Housing Needs**

Ensure the HACC conducts targeted outreach to underrepresented & protected class for upcoming waitlist opening	HACC	HACC is opening its waitlists in January and plans to add 500 new applicants to Housing Choice Voucher Section 8 waitlist and 3,300 to its Site Based Public Housing waitlists.
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Housing Needs.

Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

Housing Needs of Families on the Waiting List: Housing Choice Voucher and Public Housing		
	# of Families	% of Total Families
Waiting List Total	1,177	100%
Section 8 Waiting List	706	65.7%
Public Housing Waiting List	471	34.3%
Extremely Low Income <= 30% of AMI	984	84%
Very Low Income <= 50% of AMI	163	21.1%
Low Income <= 80% of AMI	25	5.2%
Above 80% of AMI	3	.2%
Elderly or Near Elderly	365	33.3%
Non-Elderly	1,016	85.1%
Disabled Head of Household	384	34%
White	894	77.6%
Black/African American	196	15.5%
American Indian/Alaska Native	39	3.6%
Asian	25	2.3%
Native Hawaiian/Pacific Island	10	.9%
Hispanic	81	7.5%
Non-Hispanic	993	92.5%
Characteristics by Bedroom Size		
0 BR (Section 8 only)	77	7.2%
1 BR	316	29.4%
2 BR	355	33.1%
3 BR	261	24.3%
4 BR	60	5.6%
5 BR (Section 8 only)	4	.4%
6 BR (Section 8 only)	1	.1%

ATTACHMENT D

Violence Against Women (VAWA) Statement

Housing Authority of Clackamas County (HACC) addresses VAWA in the Section 8 Housing Choice Voucher Administrative Plan and the Public Housing Admissions and Continued Occupancy Policy. The responsibility of not terminating families from housing for reasons that fall under the VAWA regulation is particularly addressed. We conduct emergency transfers for victims of domestic violence in our housing programs.

We offer a local preference in the Housing Choice Voucher program for victims of Domestic Violence working with case management. We partner with several community partners like Los Niños Cuentan, Clackamas Women’s Services, A Safe Place and Northwest Housing Alternatives to administer the Domestic Violence preference vouchers.

In addition, we are in continuous contact with County and City agencies, including the various law enforcement agencies, for current tenant’s experiencing Domestic Violence.

HACC also partners with Clackamas County Social Services and Behavioral health as well as the State Department of Human Services to use funds in a transitional housing program and Shelter + Care program under the Continuum of Care, where many victims of Domestic Violence are housed and provided services.

In summary, we follow the VAWA program policies and regulations with the goal of providing safeguards for the families falling under the VAWA related program requirements and refer households, as needed, to local domestic violence service provider partners. HACC has amended all its policies to comply with VAWA.



Chuck Robbins, Executive Director

2/27/17

Date

ATTACHMENT E

January 12, 2017

2017-2022 Five Year Plan

CFP Submission Statement of Significant Amendment

Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification":

Discretionary changes (changes which are not mandated by regulation) in the plans or policies of the HACC which fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Housing Authority Commissioners. Discretionary changes include Capital Fund items that have a total expense in excess of \$250,000 in any single grant year.

Sincerely,



Chuck Robbins
Executive Director

Attachment F

PUBLIC NOTICE

A Public Meeting to cover the Housing Authority of Clackamas County's (HACC) Draft Five Year Plan effective 2017-2022 will be held on January 19th, 2017, at 10 AM at the OCVM Community Center, located at 200 S. Longview Wy., Oregon City, OR 97045. Resident Advisory Board members and Public Housing residents are encouraged to attend.

A public hearing to comment on HACC's 2017 Draft Plan will be held on March 16th, 2017, before the HACC's Board of Commissioners. The Commissioners meet at 6:00 PM, in their hearing room at the Public Services Building located at 2051 Kaen Road, Oregon City, Oregon. Everyone is welcomed to attend and comment on the proposed Plan.

HACC developed its Plan in compliance with the Quality Housing and Work Responsibility Act of 1998 and Federal Register, Docket No. FR-4829-N-01.

The Draft Plan will be available for review from January 21st, 2017-March 7th, 2017 and can be found online at <http://www.clackamas.us/housingauthority/plansandreports.html>. Hard copies are kept for public review at HACC's administrative office located at 13930 South Gain Street, Oregon City, OR, HACC's Property Mgmt Offices at 13900 South Gain Street, Oregon City, or HACC's Hillside Office at 2889 S.E. Hillside Ct, Milwaukie, OR. HACC's Property Management offices are open Monday through Thursday, 10-12PM & 1-5PM and the Administrative Building is open Monday through Thursday, 8:30AM to 6PM. The Plan can also be viewed at the Clackamas County Library, 16201 SE McLoughlin, Oak Grove, OR.

Written comments should be directed to Elizabeth Miller, Housing Authority of Clackamas County, P.O. Box 1510, Oregon City, OR 97045, or by email at emiller@clackamas.us. These comments must be received by March 7th, 2017.



ATTACHMENT G

HACC FIVE YEAR PLAN 2017-2022

RESIDENT ADVISORY BOARD MEETING MINUTES

HACC Staff Present:

Toni Karter
Rich Malloy
Allison Coe
Sonja Souder
Julie Garland
Gary Knepper

Taking Notes: Hillary Westlake

Jason Kirkpatrick
Elizabeth Miller
Craig Beals
Jemila Hart
Josh Teigen
April Bundy
Linda Keener

Residents Present:

Erik Wilkin
Mike Fogle
Mickie Moreland
Shirley Shanton
Marge Lockhart

Kryss Longwell
Eric Wilkin
Joel Johansen
Sue Philips
Ann Leenster

10:00-10:20 Welcome, Introductions and Agency Overview

Jason Kirkpatrick

Jason Kirkpatrick is standing in while Chuck Robbins is out due to an injury. This 5 year plan we are discussing today will be in effect from July 2017 through June 2022. Resident Advisory is required.

10:20-11:00 Capital Fund Overview: Attachment E-H

Josh Teigen

Please see insert for budget details. It was a productive year for capital fund projects. We completed several projects. Took a couple of year's worth of funding to complete several units which included: 6 scattered sites, 2 units at Clackamas Heights, and 2 units at Oregon City View Manor. The outdated heating system in the Maintenance Building was updated. The Modernization project (these sites need new windows and siding and roofing) will start in 2017. AMP stands for Asset Management Program. Flooring contract will last for 2 years, and will be used as needed. Fair Housing did an audit and we had a few compliant issues, and we will be correcting those. Fees cover consulting, testing, and needs that require engineer. On demand contracts, reissue every 2 years, i.e. testing services. Relocation contract, a new contract will be issued, old one expired a couple months ago. Hillside needs a couple of upgrades, depends on prices. The operations budget covers day to day operations of agency. We are audited every year and can charge for that. Side work is anything that is outside of the building. HUD allows us to be a certain amount of money back into our tools, necessities for the work crew. Non dwelling renovations go towards Housing Authority buildings that aren't dwellings. 45 million dollars of work estimated that we need to perform. Capital Funds have gone down due to Federal funding year to year. 5 year plan is basically the annual times five.

Resident Questions:

Q: Did rent go up due to all of this work?

A: No. Federal funding is why rent increases.

Q: If Housing Authority sells the properties in the future, will relocation costs be covered for residents?

A: Yes. We are required to take care of the residents.

Q: Do we have reserve amount for budgeting?

A: Yes, that is not listed in the budget.

Q: Will housing properties be rebuilt instead of continually putting money into the old buildings?

A: We have been looking in to converting Hillside Park in the next five years. HUD owns our property, not Housing Authority. We have strict guidelines with the funding we receive, we are looking at what options are available to us, for examples, Section 18 and RAD.

Q: If funds aren't used what happens?

A: They go back, we lose them. We have 2 years to get 90% completed, and 4 years to complete projects.

Q: Are wages included in budget?

A: Yes, labor and maintenance.

Q: Will all roofs be metal?

A: No, they are too costly to install.

Q: Can we turn away a new roof if we feel the current condition is fine?

A: It is up to the property manager, but more than likely if we are installing a new roof the unit needs a new roof.

Q: Are people that are on HUD treated better than Section 8? Repairs aren't getting completed by private landlords.

A: We are the property managers for Public Housing so we have more control, Section 8 we have no control over. Check into Housing, Rights and Resources on renter's rights.

Q: Does Josh create the Budget?

A: Property Managers and Josh complete the budget.

Q: Is money set aside for yard work? How can resident have the lawn mowed more often?

A: As budget cuts happen we have to prioritize work. We used to have interns in summer, which that program was cut, and the interns would mow lawns.

Q: Can mowing lawns work towards community service?

A: No, because of the liability and we are an agency not a community.

11:00-11:30 HCV (S8) Updates - Review Attachment A

Toni Karter

Changes that the Federal Government allows us to have a choice over are listed in the portfolio. Changes that have taken place and the Federal Government demands are not listed. We will be more lenient when it comes to the Criminal Background Checks unless you manufactured Meth or are a Sex Offender. As for other charges (over 9 points), if you can prove that you have recovered and continue to live a straight life, you are given an opportunity for a hearing. Everyone is screened the same way in the applicant process. Due to sheer volume of applicants, we will have a local preference (depends on address). Anyone who is homeless can call the Coordinated Housing homeless hotline with the County, they are then added to a general County waitlist that prioritizes families based on vulnerability. The Housing Authority will give 10 vouchers to those who are the waitlist that come off the Coordinated Housing wait list (to the most vulnerable people). Those who are preferences (i.e. Veterans), can still be added to our waitlist even when it is closed to others. Individuals who are Domestic Violence victims are eligible to receive one of the 15 vouchers we give out each year.

With facing a new administration, the forecast isn't great, we may face cuts to funding. Therefore we are updating our rescission policy. With this policy, the people who are out looking and not yet leased up will be rescinded and put back on the wait list. Then, people who are living outside of our County, if their County won't help absorb the voucher, we will cut them.

Also, people who have been here longer are not elderly or disabled will get cut prior to someone new who is elderly and disabled. Voucher extensions will be limited to only those for reasonable accommodation. That means if you are out looking and your voucher expires you will lose it. More bedrooms a unit has means they can charge more. A bedroom needs to be proper, have proper heating, structurally sound. We have a lot of landlords that are dragging heels on doing repairs, policy is, when they do initial inspection they have 30 days to make corrections. Congress just passed a new policy, they have 180 days to make repairs, and during this time tenant can move in if the Housing Authority wishes to adopt this policy. At this time HACC is still contemplating the policy. In project based units we will be capping the top dollar so it doesn't continue increasing. If a person is in the Reboot Tenant Based Rental Assistance (TBRA) program with Clackamas Community College, they had received rent assistance for one year, unfortunately that program is now ending July 1, 2017. Shelter plus Care, gives us money to supply families who are homeless, it used to be that they could only live in Clackamas County. Then they changed it to be anywhere. We are setting up a move policy, they will need to stay unless a disability or domestic violence reason, but even that will be limited to Multnomah County or a jurisdiction that is willing to commit to absorbing them in advance due to the inspection requirements.

Resident Questions:

Q: If my property is charging \$1600 for 3 bedrooms are they allowed to keep increasing it?

A: Yes, if you can't afford it, your option is moving.

Q: How long are vouchers good for?

A: As long as the family needs it but they only get 90 days to search for housing.

Q: Can my daughter and her family be added to my household?

A: Not if she is 18 or older, have her apply for waitlist. Wait list open January 23-29.

Q: How did we get other county residents?

A: Porting. When they can't find anything in their county, they come to us.

Q: How do we find out about crimes on current tenants?

A: We receive police reports on tenants as well as neighbors may let us know if there has been illegal activity.

Q: Can we let someone use our address?

A: In Public Housing that is against your lease, they can go to the post office and get a general delivery (they will hold your mail for up to a month), or get a PO box (\$30 for 6 months). When looking into fraud that wouldn't look good for tenant. Lastly, some organizations let you use their address (Father's Heart).

11:30 – 12:00 Break for Lunch

12:00-12:30 Public Housing Updates: Attachment B

Rich Malloy

There are admission changes to our occupancy policy. Historically, we have tried to get several references for employment, character, and landlord. Now, we are striving for 3 solid references. Security deposits haven't been changed for a long time and are low, they are now increasing (doesn't affect current tenants). It isn't unusual for changes to happen while an applicant is on the waitlist, now we will be transferring those applicants onto appropriate waitlist if they keep us informed. It is important that you are on the list you are eligible for. We are simplifying our occupancy standards, we reference HUD for their guidelines and our occupancy standard will be two to a room plus one (with exceptions). Applicants now have 8 calendar days to notify us that they are interested in an offered unit. Public Housing has guidelines to follow on how quick they turn units and we lose points with HUD if it takes too long. There have been other changes by HUD that we have implemented as well. Our ACOP is available online, and updated every year. Lastly, Rich mentioned that the County Commissioners are wanting to provide alternatives or affordable housing in the County.

Resident Questions:

Q: If applicant has two teenage children; one female, one male, do they have to share rooms?

A: We don't tell people how to use the unit, we are just supply you the unit you are eligible for.

Q: Do we need to notify HACC if someone is staying with them.

A: More communication is better than less. Yes, you need to let us know if they will be there longer than 21 days.

12:30-12:40 Annual Plan Review: Goals & Objectives

Elizabeth Miller

We are aligning with Community Development Consolidated Plan, Fair Housing Plan (we were one of 10 counties who were able to take part in a pilot) in creating The Housing Authority's plan. As part of the Fair Housing Plan we identified 6 goals for the County. The biggest one is improving the lack of affordable housing. We will be looking at partners, land, and looking at our own properties and our options. We want to use the area more efficiently. RAD stands for Rental Assistance Demonstration, which is what we are considering obtaining to remodel Hillside Manor and develop Hillside Park.

If something isn't included in the 5 year program we will have to amend it and it becomes a mess, so ideally everything needs to be listed in the 5 year plan. Processes always involve residents and take a while. Chuck has already brought the development objectives in front of the commissioners. For every one unit we terminate we will develop four. Improving access to everyone is another goal. We will continue to provide the voucher mobility. In the security deposit program, the lender provides for up to \$1000. This applies for households who have an income; they can't discriminate based on credit, and household will need to pay lender back at a later time. We host a couple of Fair Housing trainings per year and partner with an attorney. The Housing Authority is reaching out to landlord groups to better educate on our Section 8 program. Our client feedback survey is implemented, asking for either negative or positive comments. Public Housing sends the surveys out on an annual basis, Section 8 sends them out during each tenant's annual exam. Our last score with HUD 91/92, and minimum is 90. We are continually trying to improve our offices and make environments more welcoming to clients. We have staff that have been with us for a long time and others that are newer, we are working on cross training. We encourage participation with tenants in meetings like today and the community garden. Looking at various grants for more opportunities or to provide current opportunities long term.

Resident Questions:

Q: What is Section 18?

A: Housing Authority sold some of its scattered sites programs. They took proceeds from that sale and invested it in a new property. RAD is different, it is where we rehabilitate the building. The only tools we have to develop properties are Section 18 or RAD.

Q: If my husband took out grant to go to college, do we need to report it?

A: Yes. It may affect rent, depends on full time/part time student and if includes rent assistance.

Q: Were there any new projects purchased with the scatter site proceeds.

A: Yes.

12:40-12:50 Annual Plan Review: Progress Report

Toni Karter

See Portfolio. VASH vouchers are Veteran vouchers. The Housing Authority increased from 20 to 51 VASH Vouchers. As mentioned in the portfolio, Rosewood Terrace (212 units), would be in the general area behind Walmart by Clackamas Town Center; and would have accessibility to Transit. The Town Center Courtyards (ICC) is family housing for those recovering from drug and alcohol addiction. In the past, staff would complete inspections based on someone's annual, which took up a

lot of driving time. Now, inspections are assigned based upon region. We will also be decreasing the amount of inspections we complete, we will be doing one every 24 months as long as they have proven to pass (versus every year). In the past two years we have partnered with community agencies to provide training/education and services. Other citizens are waiting on the waitlist for trainings/services while they are assisting our clients first. We have taken on the education role to help landlords not practice discriminatory housing, but it does still exist. The Housing Authority is using resources wisely due to lack of funds. We continue to communicate to clients when there are free health/dental clinics. If clients have email addresses that they supply to us we will contact them with information on resources and we are sending our newsletters via email to save on postage. If you don't have email access at home you can use the computers at local libraries or computers at our community sites. Clackamas County isn't very diverse racially, we are doing more to outreach to all Americans. Lastly, we updated our policies to Violence Against Women based on Federal guidelines (perpetrator has to be evicted, not victim).

Resident Questions:

Q: Does the new inspection calendar apply at OCVM. A: No, only applies to Section 8 tenants.

12:50-12:55 Annual Plan Timeline

Elizabeth Miller

Annual Plan is due to HUD by April 17th, 2017. Send questions or comments to Elizabeth Miller, her contact information is on the front of the portfolio.

12:55-1pm Questions and Answers

All

Waitlist Opening:

January 23-29th. Log into our website to access more information and apply. Use the tools to see what you are eligible for. You can apply for Section 8 and/or Public Housing. If you don't have a computer, come to one of our offices and a staff member will assist you, or you can visit a public library and use one of their computers. We are adding 3500 applicants to Public Housing and 500 applicants to Section 8.

Resident Questions:

Q: What is the average wait time?

A: 5-8 years Section 8, Public Housing can be up to 5 years, the list for Public Housing has gotten very short.

Q: Do we have variety in bedroom sizes?

A: Yes, we have units with 1-4 bedrooms.

Q: Will other counties will be opening their waitlists?

A: They have various opening dates depending on location.

Q: What waitlist moves the fastest?

A: Hillside Manor one bedroom is the fastest moving list.

Q: Is there any preferences for Veterans?

A: Yes, waitlist might be closed to everyone else but open to Vets if they are homeless or disabled.

Q: If resident knows people that are looking for a place to stay, why can't they share their unit with them?

A: It creates family to be under housed, or over occupied. We can't double up two families into one unit. The more people in a unit the more damage tends to occur, parking becomes an issue too. That would create roommate situations, and who gets the ultimate rights when something goes sour. Once they move in, everyone has equal rights.

Q: Can we add a family member to our household?

A: If minor, yes, if they are staying more than 51% time with you.

Q: Now that we are changing the household composition policy, what are we going to do with those who are on transfer list?
A: It shouldn't change too much, shouldn't have adverse effect, they are guidelines and they may vary household to household.

Q: What are Fair Housing laws?

A: A person is a person and they have a right to housing, no matter sex, race, disability, etc. If non-citizen, we charge them (prorated) full rent, they don't get excluded.

Resident suggested organization called Love, Inc., they provide many services including bikes.

Attachment H

Housing Authority of Clackamas County
2017 Capital Fund Budget Summary

	2016 Physical Needs Assessment	Physical Needs Hard Cost Total	Clackamas Heights AMP 1	Hillside Park AMP 3	Oregon City View Manor AMP 4	Hillside Manor AMP 5	Scattered Sites AMP 2	Admin/ Maintenance Buildings	Community Centers/ Laundry	Non-Dwelling Space
	Physical Needs Assessment	\$ 33,835,317	\$ 7,860,195	\$ 6,751,208	\$ 6,245,589	\$ 6,608,732	\$ 4,759,891	\$ 937,100	\$ 92,602	\$ 580,000
	Physical Needs Assessment (Over 20 years)	\$ 44,958,033	\$ 11,629,148	\$ 9,689,180	\$ 8,447,987	\$ 8,756,260	\$ 6,435,458			
	Cost per unit per year (Over 20 years)		\$ 116,291	\$ 96,892	\$ 84,480	\$ 87,563	\$ 44,691			
Acct #	2015 Capital Fund Budget	Total Budgeted Costs								
1406	HA-Wide Operations (20% Max)	\$ 173,500								
1408	HA-Wide Management Improvement	\$ -								
	Administration (10% Max w/o in house A&E)									
1410	Central Office, Capital Fund admin and audit	\$ 86,750								
1410	CFP Capital Improvement Coordinator A&E design work	\$ 45,200								
1411	Audit	\$ 6,500								
	PHA Wide Fees and Costs									
1430	Architectural, engineering, consulting; mold asbestos testing & remediation, other related expenses	\$ 35,000								
	PHA Wide Site Improvements									
1450	Paving, fencing, landscape, garden, utilities, 504 accomodation	\$ 62,250								
	PHA Wide Dwelling Improvement									
1460	Cabinets, doors, plumbing, HVAC, siding windows, roofs, kitchens, porches, patios, 504 accomodations	\$ 407,500								
	PHA Wide Dwelling Equipment									
1465	Ranges and refrigerators	\$ -								
	PHA Wide Non-Dwelling Equipment									
1475	Tools, equipment, furnishings, vehicles, Office equipment	\$ 46,890								
1495	Relocation Costs	\$ 10,000								
	Asset Managed Properties - specific projects									
1450	Site Work (concrete, drive, walks, landscape, drainage	\$ -								
1460	Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring etc.)	\$ -								
1460	Energy Improvements per Energy Audit	\$ -								
1470	Non-Dwelling Renovation (flooring, HVAC, windows, siding, cabinets, paint, etc.)	\$ 7,500								
	Grand Total Capital Fund Budget	\$ 881,090								

ATTACHMENT H

January 12, 2017

2016 Capital Fund Completed Projects

- Project #15002 – Modernization of 10 Dwelling Units - \$684,757.00
- Project # 15007 – AMP Wide Flooring (On Demand) - \$92,908.00
- Project # 16003 – Operations Shop HVAC Upgrade - \$8,480.00
- Project # 16004 – AMP Wide Cabinet Replacement Project - \$75,000.00. On demand two year contract.

2017 Proposed Capital Fund Projects

- Modernization project - \$350,000.00
- AMP Wide Flooring Contract - \$200,000.00
- Fair Housing Project - \$75,000.00
- Asbestos Air Monitoring - \$25,000.00
- Asbestos Abatement Services - \$50,000.00
- Relocations Contract - \$25,000.00
- Hillside Manor Upgrades - \$100,000.00

Healthy Families. Strong Communities.

P.O. Box 1510, 13930 S. Gain Street, Oregon City, OR, 97045-0510 • Phone (503) 655-8267 • Fax (503) 655-8676

Part I: Summary

PHA Name: Housing Authority of Clackamas County	Grant Type and Number Capital Fund Program Grant No: OR16P00150117 Date of CFFP:	Replacement Housing Factor Grant No: FFY of Grant Approval:	FFY of Grant: 2017
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Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total Non-CFP Funds	\$ -	\$ -	\$ -	\$ -
2	1406 Operations (may not exceed 20% of line 20) ³	\$ 173,500.00	\$ -	\$ -	\$ -
3	1408 Management Improvements	\$ -	\$ -	\$ -	\$ -
4	1410 Administration (may not exceed 10% of line 20)	\$ 131,950.00	\$ -	\$ -	\$ -
5	1411 Audit	\$ 6,500.00	\$ -	\$ -	\$ -
6	1415 Liquidated Damages	\$ -	\$ -	\$ -	\$ -
7	1430 Fees and Costs	\$ 35,000.00	\$ -	\$ -	\$ -
8	1440 Site Acquisition	\$ -	\$ -	\$ -	\$ -
9	1450 Site Improvement	\$ 62,250.00	\$ -	\$ -	\$ -
10	1460 Dwelling Structures	\$ 407,500.00	\$ -	\$ -	\$ -
11	1465.1 Dwelling Equipment - Nonexpendable	\$ -	\$ -	\$ -	\$ -
12	1470 Nondwelling Structures	\$ 7,500.00	\$ -	\$ -	\$ -
13	1475 Nondwelling Equipment	\$ 46,890.00	\$ -	\$ -	\$ -
14	1485 Demolition	\$ -	\$ -	\$ -	\$ -
15	1492 Moving to Work Demonstration	\$ -	\$ -	\$ -	\$ -
16	1495.1 Relocation Costs	\$ 10,000.00	\$ -	\$ -	\$ -
17	1499 Development Activities ⁴	\$ -	\$ -	\$ -	\$ -
18a	1501 Collateralization of Debt Service paid by the PHA	\$ -	\$ -	\$ -	\$ -
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$ -	\$ -	\$ -	\$ -
19	1502 Contingency (may not exceed 8% of line 20)	\$ -	\$ -	\$ -	\$ -
20	Amount of Annual Grant: (sum of lines 2-19)	\$ 881,090.00	\$ -	\$ -	\$ -
21	Amount of line 20 Related to LBP Activities	\$ -	\$ -	\$ -	\$ -
22	Amount of line 20 Related to Section 504 Activities	\$ -	\$ -	\$ -	\$ -
23	Amount of line 20 Related to Security -- Soft Costs	\$ -	\$ -	\$ -	\$ -
24	Amount of line 20 Related to Security -- Hard Costs	\$ -	\$ -	\$ -	\$ -
25	Amount of line 20 Related to Energy Conservation Measures	\$ 10,000.00	\$ -	\$ -	\$ -

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHA's with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Part I: Summary				
PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16P00150117 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant: 2017 FFY of Grant Approval:
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost:
		Original	Revised:	Obligated Expended
Signature of Executive Director		Date	Signature of Public Housing Director Date	

Part II: Supporting Pages								
PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16P00150117 CFFP (Yes/No:) Replacement Housing Factor Grant No:				Federal FY of Grant: 2017		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AMP-wide Operations	1. Operations	1406	1	\$173,500.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL	1406		\$173,500.00	\$0.00	\$0.00	\$0.00	
AMP-wide Mgmt. Improve.	1. STAFF: Resident Services Salary & Benefits	1408	100%	\$0.00	\$0.00	\$0.00	\$0.00	
	2. STAFF: Asset Manager Salary & Benefits	1408	5%	\$0.00	\$0.00	\$0.00	\$0.00	
	3. STAFF: Youth Services Salary & Benefits/Activities/Contracts	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	
	4. STAFF: Service Coordinator Salary & Benefits	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	
	5. TRAINING: Staff Training Improvement	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	
	6. Travel for Resident Services Specialist(s)	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	
	7. Software: Operating Systems & Office Software - Soft Costs	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	
	8. TRAINING: Resident Training related to Agency Plan resident partnership process	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL	1408		\$0.00	\$0.00	\$0.00	\$0.00	
AMP-wide Admin.	1. Central Office Cost Center (COCC) Salary & Benefits	1410	100%	\$86,750.00	\$0.00	\$0.00	\$0.00	
	2. CFP Capital Improvement Specialist Salary & Benefits - A&E Design Work	1410	35%	\$45,200.00	\$0.00	\$0.00	\$0.00	In-house A&E work exempted from 10% max Admin costs per - 968.112 (n) (2) (ii)
	SUB-TOTAL	1410		\$131,950.00	\$0.00	\$0.00	\$0.00	
Audit	1. Financial Audit	1411	100%	\$6,500.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL	1411		\$6,500.00	\$0.00	\$0.00	\$0.00	
AMP-wide Fees & Costs	1. Architectural, Engineering, Consulting Services	1430	1	\$20,000.00	\$0.00	\$0.00	\$0.00	
	2. Asbestos/Mold Testing/Remediation: Dev. 001 - 021	1430	1	\$15,000.00	\$0.00	\$0.00	\$0.00	
	3. Printing RFP's, Bid documents, other project related expenses	1430	50	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL	1430		\$35,000.00	\$0.00	\$0.00	\$0.00	

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16P00150117 CFFP (Yes/No): Replacement Housing Factor Grant No:					Federal FY of Grant: 2017	
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AMP-wide Site Improve.	1. PHA-Wide Sitework, site paving, fencing, landscaping, site utilities at vacancy and 504 Accessibility Accommodations	1450	25	\$0.00	\$0.00	\$0.00	\$0.00	CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases
	SUB-TOTAL	1450		\$0.00	\$0.00	\$0.00	\$0.00	
AMP-wide Dwelling Improve.	1. PHA-Wide Dwelling Improvements to include cabinets, flooring, doors, garage doors, plumbing, HVAC, siding, chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations	1460	10	\$0.00	\$0.00	\$0.00	\$0.00	CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases
	SUB-TOTAL	1460		\$0.00	\$0.00	\$0.00	\$0.00	
AMP-wide Dwelling Equipment	1. Ranges & Refrigerators	1465	0	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL	1465		\$0.00	\$0.00	\$0.00	\$0.00	
AMP-I Non Dwelling Structures	Community Center Dwelling	1470			\$0.00	\$0.00	\$0.00	
	a. Dwelling Renovation (Flooring, HVAC, Windows, Siding, Cabinets, Paint, etc.)	1470	1	\$7,500.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL	1470		\$7,500.00	\$0.00	\$0.00	\$0.00	
PHA-wide Non-Dwelling Equipment	1. Computers & Equipment	1475	2	\$5,000.00	\$0.00	\$0.00	\$0.00	
	2. Maintenance Vehicles & Equip	1475	1	\$41,890.00	\$0.00	\$0.00	\$0.00	
	3. Copier	1475		\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL	1475		\$46,890.00	\$0.00	\$0.00	\$0.00	
PHA-wide Relocation Costs	1. Relocation costs due to modernization activities	1495	25	\$10,000.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL	1495		\$10,000.00	\$0.00	\$0.00	\$0.00	
	Asset Management Properties (AMP)							
AMP 1 - DEV 001 Clackamas Heights	1. SITEWORK	1450						
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #001 1450 SUB TOTAL	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$20,000.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #001 1460 SUB TOTAL	1460		\$20,000.00	\$0.00	\$0.00	\$0.00	
	DEV #001 TOTAL			\$20,000.00	\$0.00	\$0.00	\$0.00	

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² To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16P00150117 CFFP (Yes/No): Replacement Housing Factor Grant No:					Federal FY of Grant: 2017	
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AMP 3 - DEV 003 Hillside Park	1. SITEWORK	1450						
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #003 1450 SUB TOTAL	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$15,000.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #003 1460 SUB TOTAL	1460		\$15,000.00	\$0.00	\$0.00	\$0.00	
	DEV #003 TOTAL			\$15,000.00	\$0.00	\$0.00	\$0.00	
AMP 4 - DEV 004 Oregon City View Manor	1. SITEWORK	1450						
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #004 1450 SUB TOTAL	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$15,000.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #004 1460 SUB TOTAL	1460		\$15,000.00	\$0.00	\$0.00	\$0.00	
	DEV #004 TOTAL			\$15,000.00	\$0.00	\$0.00	\$0.00	
AMP 5 - DEV 005 Hillside Manor	1. SITEWORK	1450						
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$15,000.00	\$0.00	\$0.00	\$0.00	
	DEV #005 1450 SUB TOTAL	1450		\$15,000.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$15,000.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #005 1460 SUB TOTAL	1460		\$15,000.00	\$0.00	\$0.00	\$0.00	
	DEV #005 TOTAL			\$30,000.00	\$0.00	\$0.00	\$0.00	
AMP 2 - DEV 007 Scattered Sites	1. SITEWORK	1450						
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$12,500.00	\$0.00	\$0.00	\$0.00	
	DEV #007 1450 SUB TOTAL	1450		\$12,500.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$50,000.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$2,500.00	\$0.00	\$0.00	\$0.00	
	DEV #007 1460 SUB TOTAL	1460		\$52,500.00	\$0.00	\$0.00	\$0.00	
	DEV #007 TOTAL			\$65,000.00	\$0.00	\$0.00	\$0.00	

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² To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16P00150117 CFFP (Yes/No): Replacement Housing Factor Grant No:					Federal FY of Grant: 2017	
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AMP 8 - DEV 008 Scattered Sites	1. SITEWORK	1450						
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #008 1450 SUB TOTAL	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$40,000.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #008 1460 SUB TOTAL	1460		\$40,000.00	\$0.00	\$0.00	\$0.00	
DEV #008 TOTAL			\$40,000.00	\$0.00	\$0.00	\$0.00		
AMP 2 - DEV 010 Scattered Sites	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #010 1450 SUB TOTAL	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$50,000.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$2,500.00	\$0.00	\$0.00	\$0.00	
	DEV #010 1460 SUB TOTAL	1460		\$52,500.00	\$0.00	\$0.00	\$0.00	
	DEV #010 TOTAL			\$52,500.00	\$0.00	\$0.00	\$0.00	
AMP 2 - DEV 012 Scattered	1. SITEWORK	1450						
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$22,250.00	\$0.00	\$0.00	\$0.00	
	DEV #012 1450 SUB TOTAL	1450		\$22,250.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$60,000.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$2,500.00	\$0.00	\$0.00	\$0.00	
	DEV #012 1460 SUB TOTAL	1460		\$62,500.00	\$0.00	\$0.00	\$0.00	
DEV #012 TOTAL			\$84,750.00	\$0.00	\$0.00	\$0.00		
AMP 2 - DEV 019 Scattered	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #019 1450 SUB TOTAL	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$50,000.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$2,500.00	\$0.00	\$0.00	\$0.00	
	DEV #019 1460 SUB TOTAL	1460		\$52,500.00	\$0.00	\$0.00	\$0.00	
	DEV #019 TOTAL			\$52,500.00	\$0.00	\$0.00	\$0.00	

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² To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16P00150117 CFFP (Yes/No): Replacement Housing Factor Grant No:				Federal FY of Grant: 2017		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AMP 2 - DEV 020 Scattered	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$12,500.00	\$0.00	\$0.00	\$0.00	
	DEV #020 1450 SUB TOTAL	1450		\$12,500.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$50,000.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$2,500.00	\$0.00	\$0.00	\$0.00	
	DEV #020 1460 SUB TOTAL	1460		\$52,500.00	\$0.00	\$0.00	\$0.00	
	DEV #020 TOTAL			\$65,000.00	\$0.00	\$0.00	\$0.00	
AMP 2 - DEV 021 Scattered	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #021 1450 SUB TOTAL	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$30,000.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #021 1460 SUB TOTAL	1460		\$30,000.00	\$0.00	\$0.00	\$0.00	
	DEV #021 TOTAL			\$30,000.00	\$0.00	\$0.00	\$0.00	
GRAND TOTAL				\$881,090.00	\$0.00	\$0.00	\$0.00	

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

Part III: Supporting Pages - Management Needs Work Statement(s)						
Work Statement for Year 1 FFY	Work Statement for Year: 2 FFY: 2018			Work Statement for Year: 3 FFY: 2019		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement	Management Improvements 1408	Service Coordinator	\$ -	Management Improvements 1408	Service Coordinator	\$ -
		Asset Manager	\$ -		Asset Manager	\$ -
		Youth Services Coordinator	\$ -		Youth Services Coordinator	\$ -
		Travel for Resident Service Specialist	\$ -		Travel for Resident Service Specialist	\$ -
		Computer Software (Soft Costs)	\$ 2,000.00		Computer Software (Soft Costs)	\$ 2,000.00
		Computer Systems/Maint Equipment	\$ 5,000.00		Computer Systems/Maint Equipment	\$ 7,500.00
		Maint Vehicle Truck/Van/Equip	\$ 40,640.00		Maint Vehicle Truck/Van/Equip	\$ 38,840.00
		Sub-Total Management Improv. - 1408	\$ 47,640.00		Sub-Total Management Improv. - 1408	\$ 48,340.00
	Administration 1410	Central Office Cost Center (COCC)	\$ 86,500.00	Administration 1410	Central Office Cost Center (COCC)	\$ 86,500.00
		Salary & Benefits			Salary & Benefits	
	CFP Capital Improvement Coordinator			CFP Capital Improvement Coordinator		
	Salary & Benefits A&E Services	\$ 45,200.00		Salary & Benefits A&E Services	\$ 46,750.00	
	Sub-Total Administration - 1410	\$ 131,700.00		Sub-Total Administration - 1410	\$ 133,250.00	
Audit 1411	Financial Audit	\$ 6,500.00	Audit 1411	Financial Audit	\$ 6,500.00	
	Sub-Total Administration - 1411	\$ 6,500.00		Sub-Total Administration - 1411	\$ 6,500.00	
	2018 Grand Total	\$ 185,840.00		2019 Grand Total	\$ 188,090.00	

Part III: Supporting Pages - Management Needs Work Statement(s)							
Work Statement for Year 1 FFY	Work Statement for Year: 4 FFY: 2020			Work Statement for Year: 5 FFY: 2021			
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost	
See Annual Statement	Management Improvements 1408	Service Coordinator	\$ -	Management Improvements 1408	Service Coordinator	\$ -	
		Asset Manager	\$ -		Asset Manager	\$ -	
		Youth Services Coordinator	\$ -		Youth Services Coordinator	\$ -	
		Travel for Resident Service Specialist	\$ -		Travel for Resident Service Specialist	\$ -	
		Computer Software (Soft Costs)	\$ 2,000.00		Computer Software (Soft Costs)	\$ 2,000.00	
		Computer Systems/Maint Equipment	\$ 7,500.00		Computer Systems/Maint Equipment	\$ 7,500.00	
		Maint Vehicle Truck/Van/Equip	\$ 46,061.00		Maint Vehicle Truck/Van/Equip	\$ 44,486.00	
		Sub-Total Management Improv. - 1408	\$ 55,561.00		Sub-Total Management Improv. - 1408	\$ 53,986.00	
		Administration 1410	Central Office Cost Center (COCC)	\$ 86,500.00	Administration 1410	Central Office Cost Center (COCC)	\$ 86,500.00
			Salary & Benefits			Salary & Benefits	
		CFP Capital Improvement Coordinator			CFP Capital Improvement Coordinator		
		Salary & Benefits A&E Services	\$ 48,300.00		Salary & Benefits A&E Services	\$ 49,875.00	
	Sub-Total Administration - 1410	\$ 134,800.00		Sub-Total Administration - 1410	\$ 136,375.00		
	Audit 1411	Financial Audit	\$ 6,500.00	Audit 1411	Financial Audit	\$ 6,500.00	
	Sub-Total Administration - 1411	\$ 6,500.00		Sub-Total Administration - 1411	\$ 6,500.00		
	2020 Grand Total	\$ 196,861.00		2021 Grand Total	\$ 196,861.00		

Part II: Supporting Pages - Physical Needs Work Statement(s)									
Work Statement for Year 1 FFY	Work Statement for Year: 2 FFY: 2018				Work Statement for Year: 3 FFY: 2019				
	Development Name/Number	Major Work Categories	Qty	Estimated Cost	Development Name/Number	Major Work Categories	Qty	Estimated Cost	
See Annual Statement									
	AMP-1,2,3,4, 5, and Scattered Sites	Sitework, site paving, fencing landscaping, site utilities at vacancy and 504 Accessibility Accommodations Sitework modern. full remodel (units TBD)	5	\$ 40,000.00	AMP-1,2,3,4, 5, and Scattered Sites	Sitework, site paving, fencing landscaping, site utilities at vacancy and 504 Accessibility Accommodations Sitework modern. full remodel (units TBD)	5	\$ 50,000.00	
		Dwell Improve-cabinets, flooring, doors, garage doors, plumb, HVAC, siding chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations Dwelling modern. full remodel (units TBD)	8	\$ 436,750.00		Dwell Improve-cabinets, flooring, doors, garage doors, plumb, HVAC, siding chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations Dwelling modern. full remodel (units TBD)	8	\$ 414,500.00	
		Sub-Total AMP-2		\$ 476,750.00		Sub-Total AMP-2		\$ 464,500.00	
		Physical Needs Subtotal		\$ 476,750.00		Physical Needs Subtotal		\$ 464,500.00	
		AMP Other	A/E & Consulting	1	\$ 20,000.00	AMP Other	A/E & Consulting	1	\$ 20,000.00
			AMP-Wide Relocation Costs	3	\$ 10,000.00		AMP-Wide Relocation Costs	3	\$ 10,000.00
			Asbestos Testing/Abatement	5	\$ 7,500.00		Asbestos Testing/Abatement	5	\$ 12,500.00
			Mold Testing/Remediation	5	\$ 7,500.00		Mold Testing/Remediation	5	\$ 12,500.00
		Sub-Total Other		\$ 45,000.00		Sub-Total Other		\$ 55,000.00	
	2017 Grand Total		\$ 521,750.00		2018 Grand Total		\$ 519,500.00		

Part II: Supporting Pages - Physical Needs Work Statement(s)								
Work Statement for Year 1 FFY	Work Statement for Year: 4 FFY: 2020				Work Statement for Year: 5 FFY: 2021			
	Development Name/Number	Major Work Categories	Qty	Estimated Cost	Development Name/Number	Major Work Categories	Qty	Estimated Cost
See Annual Statement								
	AMP-1,2,3,4, 5, and Scattered Sites	Sitework, site paving, fencing landscaping, site utilities at vacancy and 504 Accessibility Accommodations Sitework modern. full remodel (units TBD)	5	\$ 30,000.00	AMP-1,2,3,4, 5, and Scattered Sites	Sitework, site paving, fencing landscaping, site utilities at vacancy and 504 Accessibility Accommodations Sitework modern. full remodel (units TBD)	5	\$ 30,000.00
		Dwell Improve-cabinets, flooring, doors, garage doors, plumb, HVAC, siding chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations Dwelling modern. full remodel (units TBD)	8	\$ 425,729.00		Dwell Improve-cabinets, flooring, doors, garage doors, plumb, HVAC, siding chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations Dwelling modern. full remodel (units TBD)	8	\$ 435,729.00
		Sub-Total AMP-2		\$ 455,729.00		Sub-Total AMP-2		\$ 465,729.00
		Physical Needs Subtotal		\$ 455,729.00		Physical Needs Subtotal		\$ 465,729.00
	AMP Other	A/E & Consulting AMP-Wide Relocation Costs Asbestos Testing/Abatement Mold Testing/Remediation	1 3 5 5	\$ 20,000.00 \$ 10,000.00 \$ 12,500.00 \$ 12,500.00	AMP Other	A/E & Consulting AMP-Wide Relocation Costs Asbestos Testing/Abatement Mold Testing/Remediation	1 3 5 5	\$ 20,000.00 \$ 10,000.00 \$ 7,500.00 \$ 7,500.00
		Sub-Total Other		\$ 55,000.00		Sub-Total Other		\$ 45,000.00
	2019 Grand Total		\$ 510,729.00		2020 Grand Total		\$ 510,729.00	

Capital Fund Program - Five Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 8/30/2011

Part I: Summary						
PHA Name/Number: Housing Authority of Clackamas Co.		Locality: Oregon City/Clackamas/Oregon			<input checked="" type="checkbox"/> Original 5-Year Plan	<input type="checkbox"/> Revision No: _____
A	Development Number and Name	Work Statement for year 1 FFY 2017	Work Statement of Year 2 FFY 2018	Work Statement of Year 3 FFY 2019	Work Statement of Year 4 FFY 2020	Work Statement of Year 5 FFY 2021
	001	ANNUAL	\$ -	\$ -	\$ -	
	002	STATEMENT	\$ 476,750.00	\$ 464,500.00	\$ 455,729.00	\$ 465,729.00
	003		\$ -	\$ -	\$ -	\$ -
	004		\$ -	\$ -	\$ -	\$ -
	005		\$ -	\$ -	\$ -	\$ -
B	Physical Improvements Subtotal			\$ 476,750.00	\$ 464,500.00	\$ 455,729.00
C	Management Improvements		\$ 47,640.00	\$ 48,340.00	\$ 55,561.00	\$ 53,986.00
D	AMP-Wide Non-dwelling Structures and Equipment		\$ -	\$ -		
E	Administration		\$ 138,200.00	\$ 139,750.00	\$ 141,300.00	\$ 142,875.00
F	Other		\$ 45,000.00	\$ 55,000.00	\$ 55,000.00	\$ 45,000.00
G	Operations		\$ 173,500.00	\$ 173,500.00	\$ 173,500.00	\$ 173,500.00
H	Demolition		\$ -	\$ -	\$ -	\$ -
I	Development		\$ -	\$ -	\$ -	\$ -
J	Capital Fund Financing Debt Service		\$ -	\$ -	\$ -	\$ -
K	Total CFP Funds		\$ 881,090.00	\$ 881,090.00	\$ 881,090.00	\$ 881,090.00
L	Total Non-CFP Funds					
M	Grand Total		\$ 881,090.00	\$ 881,090.00	\$ 881,090.00	\$ 881,090.00

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

Expires 2/29/2016

Attachment K

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I Chuck Robbins, the Executive Director
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of Clackamas County
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of


Impediments (AI) to Fair Housing Choice of
Clackamas County
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

The Housing Authority of Clackamas County works closely with Community Development on creating the Clackamas County's consolidated planning cycle(s) and PHA planning cycle(s) in accordance with the regulations 24 CFR part 91, for consolidated plan program participants, and 24 CFR part 903, for PHA's to jointly complete the Assessment of Fair Housing Plan.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Chuck Robbins	Title Executive Director
Signature 	Date 2/28/17

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Housing Authority of Clackamas County
PHA Name

OR001
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official **CHUCK ROBBINS**

Title **EXECUTIVE DIRECTOR**

Signature



Date

2/20/17

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 7/1/2017, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).


Housing Authority of Clackamas County
PHA Name

OR001
PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2017

5-Year PHA Plan for Fiscal Years 2017 - 2022

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official	Title
Chuck Robbins	Executive Director
Signature 	Date 2/28/17

March 16, 2017

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the
Third Quarter of Fiscal Year 2017

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2017.
Dollar Amount and Fiscal Impact	\$7,420.90 in total collection losses.
Funding Source	N/A
Safety Impact	N/A
Duration	January 1, 2017 – March 31, 2017
Previous Board Action	First and second quarter collection losses were approved by the Housing Authority Board of Commissioners on December 15, 2016
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2017 for the period beginning January 1, 2017 through March 31, 2017. The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the third quarter of fiscal year 2017 will be \$7,151.79 for Low Rent Public Housing, \$269.11 for Jannsen Transitional Housing. Of the total third quarter write offs, \$583.49 was for uncollected rents and \$6,837.41 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

As a business practice, HACC writes off debts after ninety (90) days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the third quarter of fiscal year 2017 will be \$7,420.90.

RECOMMENDATION:

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

LRPH

Collection Loss for the period of

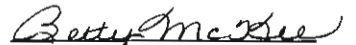
1/1/2017

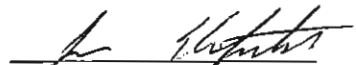
to

3/31/2017

Third Quarter of Fiscal Year 2017

Unit #	SS #	Name	Rent	Sundry	Total
			15.58	861.54	\$ 877.12
			(7.03)	536.58	\$ 529.55
			408.04	588.09	\$ 996.13
			120.70	251.00	\$ 371.70
			-	4,377.29	\$ 4,377.29
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Write-off			537.29	6,614.50	7,151.79


 Accounting Specialist 1 - Betty McKee


 Deputy Director of Finance - Jason Kirkpatrick


 Executive Director - Chuck Robbins

JRA

Collection Loss for the period of

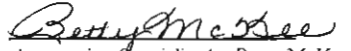
1/1/2017

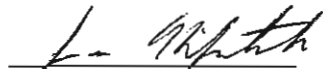
to

3/31/2017

Third Quarter of Fiscal Year 2017

Unit #	SS #	Name	Rent	Sundry	Total
█	█	█	46.20	222.91	\$ 269.11
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Write-off			46.20	222.91	269.11


Accounting Specialist 1 - Betty McKee


Deputy Director of Finance - Jason Kirkpatrick


Executive Director - Chuck Robbins

March 16th, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Reappoint Resident Commissioner to the Housing Authority Board

Purpose/Outcomes	Reappoint Paul Reynolds as Resident Commissioner to serve on the Housing Authority Board for an additional four (4) year term.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Effective June 1 st , 2017 and terminates on May 31 st , 2021
Previous Board Action	Current resident commissioner was elected by the Board of County Commissioners on May 16, 2013 for a four year term.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Efficient and effective services
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing & Human Services Department requests approval to reappoint Paul Reynolds to an additional four (4) year term as Resident Commissioner of The Housing Authority Board.

The Housing Authority is required per Federal Regulation 24 CFR 964.415 to have not less than one eligible resident board member on its governing board. To be eligible, a resident must be directly assisted by the HACC through its Public Housing or Housing Choice Voucher (Section 8) programs. According to the Housing Authority Bylaws, the Board of Commissioners for the Housing Authority consists of the Clackamas County Board of Commissioners plus one Resident Commissioner. The term for the current Resident Commissioner expires May 31, 2017 and in accordance with the by-laws, “at the discretion of the core Commissioners, the appointed resident Commissioner may be re-appointed at the conclusion of a term.”

Mr. Reynolds has been a resident in the Housing Authority’s Housing Choice Voucher (Section 8) program since 2006. He is a graduate of Portland State University with a degree in Business Administration. His previous work experience includes working as an Accountant for a non-profit and working as a Property Manager. He also has experience with Fair Housing and landlord relations. Mr. Reynolds is disabled and has indicated a desire to represent residents of low-income housing and provide a voice in local policy issues for housing in Clackamas County. He has also been a member of the Housing Advisory Board since its inception in 2014.

Healthy Families. Strong Communities.

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

www.clackamas.us

RECOMMENDATION:

Staff recommends the Board officially reappoint Paul Reynolds as Resident Commissioner for the Housing Authority Board for a four year term beginning June 1st, 2017 through May 31st, 2021, and authorize Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

In the Matter of Approving the Housing
Authority's Resident Board Member

RESOLUTION NO. 1918

WHEREAS, the bylaws of the Housing Authority of Clackamas County, Oregon specify that a Board Member shall be a resident of a Housing Authority facility; and

WHEREAS, Paul Reynolds currently holds the resident Board member position until May 31, 2017; and

WHEREAS, Paul Reynolds is hereby reappointed as resident Board member for the Housing Authority of Clackamas County for a term of four years effective June 1, 2017; and

ADOPTED by the Board of County Commissioners of Clackamas County, Oregon, at an open public meeting thereof

DATED this 16 day of March, 2017.

BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY, OREGON

Chair

Recording Secretary

March 16, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Public Meeting for Consideration of the Long Range Planning
Work Program for 2017-2018

Purpose/Outcomes	Adoption of a Long Range Planning Work Program for the Upcoming Fiscal Year
Dollar Amount and Fiscal Impact	Cost is dependent on the number and position classifications of full-time equivalent staff assigned to the work program projects. Funding the projects in the staff-recommended work program, including a relatively small project in the Park Avenue Station Area, is estimated to cost \$294,000 in Land Use Planner and \$202,560 in Transportation Planner staff time plus a proportional amount of Planning Director and Administrative Assistant time. The cost and fiscal impact of a larger planning project in the McLoughlin area is dependent on the scope of the project.
Funding Source	County General Fund is the source for Land Use planner staff time; the Road Fund the source for Transportation Planner staff time.
Duration	Effective July 1, 2017 through June 30, 2018
Previous Board Action	The Board held a policy session on this item on February 28, 2017.
Strategic Plan Alignment	1. Provide plan development (updates to the Comprehensive Plan, Transportation System Plan and Zoning and Development Ordinance), analysis, coordination, and public engagement services to residents; businesses; local, regional and state partners and County decision-makers so they can plan and invest based on coordinated set of goals and policies that guide future development. 2. Grow a vibrant economy
Contact Person	Mike McCallister, Planning Director – 503-742-4522

BACKGROUND:

Since 2012, a Long Range “land use” Planning work program has been developed and adopted by the Board of County Commissioners as a tool to prioritize and consolidate amendments to the Comprehensive Plan and Zoning Development Ordinance (ZDO). With the integration and implementation of Performance Clackamas, the Long Range Planning work program has been expanded to include both land use and transportation planning work program items.

The Long Range Planning work program is not a comprehensive list of all of the responsibilities and functions of the Long Range Planning program, but rather is a list of “plan development projects” which include updates to the Comprehensive Plan, Transportation System Plan and

Zoning and Development Ordinance. Adoption of the annual work program is timed to provide a basis for budget and development for the upcoming fiscal year.

To assist in the developing the list of potential work program projects, staff reached out to Community Planning Organizations, Hamlets, interested parties and other county departments to solicit suggestions. Attachment 1 is the memo from the Planning Director to the Planning Commission which includes the summary of the proposed projects and information about the work program considerations.

On February 6th, 2017, the Planning Commission took public testimony on the draft work program and developed a recommendation to the Board. The Planning Commission recommended the 13 projects included in Attachment 2: Table 1A: Planning Commission Recommendation of Projects for the 2017-18 Long Range Planning Work Program. Their recommendation includes ten projects recommended by staff plus Project 15: Building size in the Rural Tourist Commercial zone; as much of Project 16: McLoughlin Area Plan Comprehensive Plan District that can be completed and the Planning Commission added a new project (27) related to dog kennels in the rural area.

At the February 28 Policy Session with the Board of County Commissioners, the scope of Project 4: Development and Design Standards for the Park Avenue Station Area and Project 16: McLoughlin Area Comprehensive Plan District was discussed. Attachment 3: Table 1B: Planning Options for the McLoughlin Area outlines four potential variations for a planning effort in the McLoughlin area.

The implementation of a project in the McLoughlin area will be influenced by the availability of additional resources. One potential resource is the Metro Community Planning and Development Grant (CPDG) program. The ultimate scope of a project will be influenced by the criteria outlined in the funding program. If a successful grant application is developed, additional County General funds will be needed as matching funds. In previous years, CPDG required a 10% match, either in-kind or financial contribution.

Attachment 4 includes Table 2: Projects not recommended for the 2017-18 Long range Planning Work Program, the minutes from the February 6th Planning Commission meeting, and the supporting documents received regarding projects to be included in the Long Range Planning 2017-2018 work program.

RECOMMENDATION:

Staff recommends the Board adopt Projects #1 – 10 as listed in Table 1A as the Long Range Planning Work Program for 2017-2018. Project 15 should be included only if a public outreach effort is not conducted, in which case it can be folded into Project 1, the ZDO Audit. Refining the scope of the planning project in the McLoughlin Area, as outlined in the options in Table 1B should only be pursued if outside funding is secured. Project 27, Dog Kennels, is not recommended to be included in the Long Range Planning Work Program for 2017-2018.

Respectfully submitted,

Mike McCallister, Planning Director
Department of Transportation and Development



MIKE McCALLISTER
PLANNING AND ZONING DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

January 30, 2017

To: Clackamas County Planning Commission

From: Mike McCallister, Planning Director, and
Karen Buehrig, Transportation Planning Supervisor

RE: Long-Range Planning Work Program for 2017-2018

Background

The Department of Transportation and Development (DTD) 2016 Performance Clackamas Strategic Business Plan identifies the purpose of the Long Range Planning program to be:

“The purpose of the Long-Range Planning Program is to provide plan development (updates to the Comprehensive Plan, Transportation System Plan and Zoning & Development Ordinance), analysis, coordination and public engagement services to residents; businesses; local, regional and state partners, and County decision-makers so they can plan and invest based on a coordinated set of goals and policies that guide future development.”

Since 2012, a Long Range “land use” planning work program has been developed and adopted by the Board of County Commissioners as a tool to prioritize and consolidate amendments to the Comprehensive Plan and Zoning Development Ordinance (ZDO). Attached as Table 3 is the adopted 2016-17 Work Program, including an update on the status of each project. With the integration and implementation of Performance Clackamas, the work program has been expanded to both land use and transportation Long Range Planning work program items. Staff from both the Transportation planning group and the Planning / Zoning division work on Long Range Planning work program items.

The Long Range Planning work program is not a comprehensive list of the responsibilities and functions of the Long Range Planning program, but rather is a list of “plan development projects” which include updates to the Comprehensive Plan, Transportation System Plan and Zoning and Development Ordinance. It is important to acknowledge the other task and work responsibilities of the staff involved in long range planning.

These responsibilities include:

- provide public service in the permits lobby and through the public service phone line/email account;
- processing land use application (over 600 applications last year);
- federal, state, regional and local intergovernmental coordination;
- contract planning services for the cities of Estacada and Gladstone; and
- analysis and data management activities.

It is anticipated that there will be 1.5 FTE of transportation planning staff time and between 1.95 and 2.35 FTE (dependent on a possible retirement) of land use planning staff time available for Long Range Planning work program items for Fiscal Year 2017-2018.

The adoption of the annual work program is timed to provide a basis for budget development for the upcoming fiscal year. The February 6, 2017 Planning Commission meeting provides an opportunity for public testimony regarding the work program. Following testimony, the Planning Commission will be asked to prioritize the projects and make a recommendation on the work program. The Planning Commission recommendation will be presented to the Board of County Commissioners for final consideration and approval at a public meeting scheduled for March 16, 2017.

Public Outreach

Public outreach included an October 20th, 2016, notice to Community Planning Organizations, Hamlets and Villages, other interested parties and other county divisions to solicit project suggestions for inclusion in the work program. In addition, a reminder email was sent on November 17th, 2016. A final notice sent on January 18, 2017, provided details of the public meetings before the Planning Commission and BCC and invited testimony on the work program.

Proposed Projects

Attached is a summarized list of projects submitted for consideration for the 2017-2018 work program. It is divided into two tables: Table 1: Draft 2017-18 Long Range Planning Work Program and Table 2 Projects NOT Recommended for Inclusion in the 2017-18 Work Program. This information will be presented in more detail during the February 6, 2017 Planning Commission meeting. The Planning Commission or individual Commissioners also may recommend other projects for consideration.

A total of 31 projects have been submitted for consideration to date (due to consolidation of related items, there are only 26 entries in the table), including:

- 4 land use and transportation projects which are continuing from the current fiscal year
- 1 new transportation project proposed by staff
- 1 new land use/transportation project proposed by staff
- 1 transportation project proposed by the Planning Commission
- 2 land use projects proposed by staff
- 3 land use projects proposed by the Department of Business and Community Services
- 1 land use project proposed by Far West CPO

- 2 land use projects proposed by McLoughlin Area Plan Implementation Team (MAP-IT)
- 1 land use project proposed by the Jennings Lodge CPO,
- 4 projects proposed by the Hamlet of Beavercreek (one has been folded in with a related request by the Department of Business and Community Services)
- 4 projects proposed by the Oak Grove Community Council (three related requests have been consolidated into one entry in the attached table and the fourth is combined with the same request by the CPO Summit)
- 3 projects proposed by the CPO Summit (two related requests have been consolidated into one entry in the attached table)
- 1 land use project proposed by an attorney on behalf of a client
- 3 projects proposed by the North Clackamas Urban Watersheds Council

Refer to Table 1 and Table 2 for additional details.

Work Program Considerations

Adoption of the final work program requires consideration of the amount of staff time available to complete projects given budget limitations (all land use projects rely on general fund dollars) and staffing resources. Total land use planning FTE is 14.2 with 3.0 FTE needed for public service duties and 8.85 FTE for land use application processing, contract planning services and other day-to-day responsibilities. This leaves 2.35 FTE (possible retirement would reduce to 1.95 FTE) for long range planning projects.

Public service activity levels continue to remain high with significant numbers of phone calls, front counter contacts, and applications. The division's primary mission is to provide excellent public service, and the county has a legal obligation to process land use applications in state-mandated time frames. Assuming activity continues to be high, staff anticipates that day-to-day planning tasks will require staffing resources that would otherwise be available for long range planning project work.

In addition, the Planning and Zoning division is moving forward with efforts to modernize both its records management system and essential zoning and planning maps. One example is converting the county's official zoning maps to a digital format from 40-year-old Mylar maps that are beginning to degrade. This needed work was put on hold when staffing levels in the division fell due to retirements. Now that we have replaced two FTE over the last year, work on these tasks is resuming. In light of anticipated retirements of longtime employees over the next couple of years, it is essential that we utilize available institutional memory in completing this work before the opportunity is lost.

As stated previously, there is approximately 1.5 FTE of transportation planning staff time available for "plan development Projects." While transportation planning staff does not have the same public service requirements, their other responsibilities include coordination on interjurisdictional projects and other administrative requirements, such as the development of the Americans with Disabilities (ADA) Transition Plan. Transportation planning staff time is funded through the Road Fund, which limits the types of projects they can work on to those that focus on the transportation system.

Finally, approximately 0.3 FTE of land use planning staff time will be required to support the proposed transportation planning projects.

Recommendation

Staff recommends that the 2017-2018 long range planning work program include the 10 projects identified in Table 1.

The division anticipates having 2.05 FTE available to assign to long-range land use planning projects in the next fiscal year and 1.8 FTE for long range transportation planning. On the land use side, this represents a 20 percent increase over the current work program, although a potential retirement would reduce the available FTE to 1.65.

During the public comment period, no transportation planning projects were suggested by the public or county departments. All of the transportation planning projects included in the 2017-2018 work program can be accommodated with existing staff resources.

On the land use side, many more project suggestions were received than can be completed with the available FTE. Staff is recommending inclusion of three projects that we believe represent the best use of limited resources due to widespread applicability (ZDO Audit) or critical timing (Floodplain Regulations, Transitional Housing). However, we anticipate that we also will be able to direct staff resources toward a community-recommended project. Based on longstanding community advocacy for enhanced planning around the McLoughlin Blvd/Park Avenue Station area, staff recommends that next year's work program include an initial phase of MAP-IT's request for Park Avenue Station Area Development and Design Standards.

TABLE 1A: Planning Commission Recommended Projects for the 2017-18 Long Range Planning Work Program

	Project Name	Project Summary	Scope of Work	Proposed By	Estimated FTE	Staff Comments
Recommended LAND USE Long Range Planning Work Program						
1	Zoning and Development Ordinance Audit	Multi-year project to review and update the entire ZDO	Research, code writing, outreach and public notice ACTION: Planning Commission and BCC public hearings; adoption of text amendments to the ZDO and, where needed, the Comprehensive Plan	Staff	1.1 to 1.5	The Board first authorized this project in 2012, and it has been part of the approved work program in each subsequent year. However, work was suspended in July 2015 when staff resources were redirected to the adoption of marijuana land use regulations. Work resumed in 2016 but has been intermittent as other priorities took precedence. The audit, originally envisioned with a five-year timeline, is approximately half complete and scheduled to be approximately two-thirds complete by the end of the current fiscal year. Assuming that this project continues to be included in the work program, it is likely to be completed in June 2019. The range of estimated FTE is based on a possible retirement that would reduce available staffing for this project by 0.4 FTE.
2	Floodplain Regulations	ZDO and Comprehensive Plan amendments to address Federal Emergency Management Agency (FEMA) mandates in response to a Biological Opinion (BiOp) issued by National Marine Fisheries Service for the protection of endangered species	Review and adapt for county use a model floodplain ordinance being prepared by FEMA and DLCD to address the BiOp; corresponding amendments to the Comprehensive Plan; public notice and outreach ACTION: Planning Commission and BCC public hearings; adoption of text amendments to the ZDO and Comprehensive Plan	Staff	.15	In 2009, a lawsuit was filed against the Federal Emergency Management Agency (FEMA) by the Audubon Society of Portland, the North West Environmental Defense Center, the National Wildlife Federation, and the Association of Northwest Steelheaders, alleging that FEMA, in its implementation of the National Flood Insurance Program (NFIP), has failed to consult with the National Marine Fisheries Service (NMFS), thus alleging that FEMA is in compliance with Section 7 of the Endangered Species Act (ESA). In July 2010, FEMA entered into a settlement agreement with the plaintiffs, agreeing to initiate consultation with NMFS in the implementation of the NFIP. As a result, in 2016, NMFS issued a Biological Opinion (BiOp), to which FEMA is required to respond, that includes a set of recommendations, or Reasonable and Prudent Alternatives (RPAs), aimed at reducing the impacts of the NFIP on certain endangered species. In turn, local governments in Oregon such as Clackamas County — that implement NFIP standards at the local level to maintain membership within the NFIP — are now mandated to revise their floodplain management regulations to be compliant with the RPAs. Complete rollout and full implementation of the RPAs, on the part of both local governments and FEMA, will take place over the course of several years. However, initially and for purposes of the upcoming Work Program, the County is required by March of 2018 to significantly modify and update its floodplain regulations as outlined in the Interim Measures of Element 2 of the RPAs, based on a model ordinance being prepared by FEMA and the State Department of Land Conservation & Development (DLCD), completion of which is expected in the Fall of this year. As such, completion of this project, which will likely include extensive outreach to property owners in floodplains, will be subject to a tight, roughly six-month timeline.

	Project Name	Project Summary	Scope of Work	Proposed By	Estimated FTE	Staff Comments
3	Transitional Housing	ZDO and Comprehensive Plan amendments to allow for transitional housing to address homelessness	Research; coordination with the county Department of Health, Housing and Human Services; code writing; corresponding amendments to the Comprehensive Plan; public notice and outreach ACTION: Planning Commission and BCC public hearings; adoption of amendments to the ZDO and Comprehensive Plan	Staff	.10 -.20	This is a placeholder for an anticipated project to address transitional housing. Over the past year, the Board has expressed interest in assessing transitional housing opportunities to address homelessness, including veterans. The ZDO does not specifically address transitional housing land uses. At this time, the siting of these types of projects could only be authorized if they fit within the existing regulatory framework of the ZDO. The existing options are limited. Potential amendments to the ZDO could include adopting provisions to allow transitional shelters, tiny homes or other low income types of housing through a range of review processes (primary, accessory, temporary or conditional use). The range of estimated FTE reflects uncertainty regarding the scope of the possible amendments and the corresponding level of public outreach that may be required.
4	Development and Design Standards for the Park Ave Station Area	<ul style="list-style-type: none"> Consider some of the specific provisions requested by MAP-IT as part of the ZDO audit Outreach to property owners about possible implementation of a more extensive revision of the Park Avenue Station Area standards Staff support for grant application(s) that may be submitted by MAP-IT for work on more extensive Park Avenue Station Area standards 	Research, code writing, outreach and public notice as part of the ZDO audit; property owner outreach and grant support for a more extensive set of revised standards ACTION: No Planning Commission or BCC action required for the identified tasks	MAP-IT	.20	The full request from MAP-IT is for ZDO amendments to introduce new development and design standards for the Park Avenue Station Area, focused on commercial and multifamily zoned property at the intersection of McLoughlin Blvd and Park Ave. MAP-IT has identified 20 objectives they would like to fulfill and 25 additional detailed objectives under the overarching ones. Some of the suggestions (e.g., require mixed-use development, allow higher-intensity development, reduce overall parking requirements, ensure parks and/or opens space are included in new development) seem to warrant property owner outreach to gauge support. Staff is also concerned about the level of staff support that will be required to complete the full project; however, there have been discussions about grants that may be available to MAP-IT to undertake some of the work. Therefore, staff's recommendation is to include a smaller-scale project in the upcoming year's work program with the expectation that future years' work programs may include additional work on the larger project.
15	Building Size in the Rural Tourist Commercial Zone	Allow exceptions to the maximum 4,000 square feet of building area per commercial use	Code writing, outreach, public notice ACTION: Planning Commission and BCC public hearings; adoption of text amendments to the ZDO	E. Michael Connors/ Hathaway Koback Connors, LLP		State law requires the 4,000 square foot building size limit in rural commercial areas but provides for exceptions to the standard. During the ZDO audit of the rural zones in 2015, staff considered syncing our code with the administrative rules. However, it became clear that allowing larger commercial uses could have significant impacts on the character of our rural communities and warranted additional outreach and discussion.
16	McLoughlin Area Plan Comprehensive Plan District	Comprehensive Plan update to introduce a new Plan District for the geographic area identified by the approved McLoughlin Area Plan	Research, Comprehensive Plan text writing, extensive public outreach over a large geographic area, public hearings ACTION: Planning Commission and BCC public hearings; adoption of text amendments to the Comprehensive Plan	MAP-IT		<p>The request states that the Comprehensive Plan update process should result in supplemental Issues, Goals and Policies for the Plan District that seek to implement the Community Values and Guiding Principles of the McLoughlin Area Plan, and other content within the McLoughlin Area Plan Phase 1 and Phase 2 reports. It further states that the process may result in proposed amendments to other long-range planning documents and/or the ZDO.</p> <p>The MAP geographic area is extensive, covering all of the unincorporated urban area between the Willamette River and I-205, south of the Milwaukie Expressway and north of Gladstone. Several of the county's adopted Community and Design Plans (e.g., Sunnyside Village, Clackamas Regional Center Area) are the result of extensive planning projects that culminated in new Plan designations and zoning for the planned areas. They also included natural resources assessments and transportation system plans. These plans required a level of staffing that the Long Range Planning Program no longer has and typically included the hiring of consultants as well.</p>

27	Dog Kennels	ZDO amendments to address existing dog kennels in the former City of Damascus	Code writing, outreach (if final proposal warrants), public notice, public hearings	Planning Commission at the request of Commissioner Fitz	.10	This project would begin with further consultation with the Planning Commission to clarify the specific concerns to be addressed. As staff understands it, either the City of Damascus accommodated dog kennels in some way outside of land use approval or dog kennels have been established without required land use approvals. These kennels may not comply with existing ZDO requirements.
Recommended TRANSPORTATION Long Range Work Program						
	Project Name	Project Summary	Scope of Work	Proposed By	Estimated FTE	Staff Comments
5	Safe Routes to Schools – Action Plan development and outreach/education coordination. Carry Over	In August, the Transportation Planning team received ODOT Safe Routes to Schools non-infrastructure funds to implement a three year program of outreach, education, and Safe Routes to School Actions plans for schools in North Clackamas School District	During FY 2016-2017, staff will work with an AmeriCorps Service member to conduct outreach to four schools and undertake 4 SRTS Action Plans. During FY 2016-2019, staff will work with a consulting team to coordinate with the schools on education and outreach for additional schools. ACTION: No Planning Commission or BCC Action required	Underway. Expected completion in June 2019	.5	County staff is responsible for SRTS Action Plan development for 4 schools per year, each year of the program. No Comprehensive Plan Amendments required.
6	Arndt Road – Goal Exception Carry Over	The BCC Strategic Plan identified the intention to have I-5 access to Canby placed on the State Transportation Improvement Program (STIP).	In order to move forward with Phase II of the Arndt Road extension, a new Goal Exception is needed to support the crossing of the Molalla River. ACTION: Planning Commission and BCC public hearings if amendments to the CIP are needed; adoption of amendments to the Comprehensive Plan – Projects in CIP	Transportation Planning Staff; BCC Priorities	.2	Work is underway in this project The next steps for this project are: 1) Complete rough cost estimate for extension of Arndt Road to Kerr parkway in Canby 2) Meet with Canby to discuss cost estimates and viability of identifying funding 3) If in agreement that it could be viable to identify funding for project, then proceed with updated goal exception for new alignment 4) Continue to pursue funding A study of the cost benefit of the various projects in the Canby to I-5 area could also be beneficial to understanding the more cost effective near term investments.
7	Monroe Neighborhood Street Design Plan	Complete a right-of-way survey, storm drainage study and traffic modeling to the Monroe Neighborhood Street Design Plan to address concerns raised by the Planning Commission	In November 2016, the BCC directed staff to bring the proposed amendments to the ZDO and Comprehensive Plan back to the Planning Commission after staff completed additional work to address the concerns raised by the Planning Commission ACTION: Planning Commission and BCC public hearings if amendments to the CIP are needed; adoption of amendments to the Comprehensive Plan – Projects in CIP	BCC Direction	.2	Staff is currently working to coordinate with Milwaukie on the next steps related to traffic modeling of the diverters throughout the corridor.
8	Performance Measures implementation in Development Review	Researching the impacts of implementing additional performance measures for sidewalks, bikeways, transit and safety	Follow-up from CRC Connections Project ACTION: May result in Planning Commission and BCC public hearings if amendments to the Transportation System Plan are needed	Transportation Planning Staff	.1	This project has two components: 1) Fold in development of Safety Performance Measure into Transportation Safety Action Plan project development work 2) Development Review staff review the previous 6 months' worth of applications to understand the implications of a system completeness standard for pedestrian and bikeway, as well as access to transit.
9	Transportation planning for the area formerly in Damascus that is within unincorporated Clackamas County and outside of Happy	Incorporate needed transportation improvements project into the Clackamas County TSP to address the County roads that were formally in Damascus	Results in CIP projects and amendments to Transportation System Plan. ACTION: Planning Commission and BCC public hearings; adoption of amendments to the Comprehensive Plan	Long Range Planning Program Staff; Planning Commission	.3	This project is contingent on the area established by the new Happy Valley Urban Growth Management Agreement (UGMA). A transportation plan to support future urban uses in the Damascus area was created by the City. It will need to be determined if these projects area folded into the Clackamas

	Valley's Planning jurisdiction					County TSP or if there is a need for a set of interim project more appropriate for the near term while it is still rural.
	Project Name	Project Summary	Scope of Work	Proposed By	Estimated FTE	Staff Comments
10	Stafford Area Preliminary Infrastructure Feasibility Analysis (SAPIFA)	The purpose of Stafford Area Preliminary Infrastructure Feasibility Assessment (SAPIFA) is to build a common understanding of the potential demands various levels of urban growth would have on the sewer, water, storm water and transportation infrastructure in the Stafford area and how those demands will impact the neighboring cities.	This information will be used to recommend the appropriate future jurisdictional responsibility of various areas within Stafford. This will be a study. A consultant will be hired to undertake the majority of work. ACTION: No Action needed by Planning Commission and BCC	Long Range Planning Program Staff	.2	Metro Community Planning and Development Planning Grant for \$170,000 was awarded for this project. Beginning the project is contingent on completion of the Urban and Rural Reserves process. It will require both Land Use and Transportation Long Range Planning staff time.

ATTACHMENT 3

TABLE 1B: Planning Options for the McLoughlin Area for the 2017-18 Long Range Planning Work Program

	Project Name/Summary	Proposed By	Area to be Planned	Key Elements of Current Plan/Zoning	Key Elements/Constraints of the Proposal	Estimated FTE
1	<p>Development and Design Standards for the Park Avenue Station Area: Zoning and Development Ordinance amendments to introduce new development and design standards for the Park Avenue Station Area, focused at the intersection of McLoughlin Blvd and Park Ave.</p> <p><i>*This overlaps with Project 4 on Table 1 but reflects the full request from MAP-IT/Oak Lodge Community Council rather than the smaller project recommended by staff and the Planning Commission.</i></p>	<p>McLoughlin Area Plan Implementation Team (MAP-IT) with letter of support from Oak Grove Community Council</p>	<ul style="list-style-type: none"> • Commercial and multifamily areas within walking distance from the Park Avenue High Capacity Transit Station • Walking distance appears to be defined as within ½ mile of the station. • Commercial and multifamily zones within ½ mile of the station are General Commercial, High Density Residential and Medium Density Residential. 	<p>General Commercial zone:</p> <ul style="list-style-type: none"> • Applies to both sides of McLoughlin Blvd. for almost the entire length of the station area • Allows: <ul style="list-style-type: none"> ➢ All office uses ➢ All medical clinic uses ➢ All retail uses ➢ All commercial service uses ➢ Manufacturing, except primary processing of raw materials ➢ Multifamily housing/condominiums at 25 units per acre ➢ Mixed-use development <p>High Density Residential zone:</p> <ul style="list-style-type: none"> • Applies to approximately 6 acres at the northeast edge of the station area adjacent to the City of Milwaukie • Allows multifamily housing/condominiums at 25 units per acre <p>Medium Density Residential zone:</p> <ul style="list-style-type: none"> • Allows multifamily housing/condominiums at 12 units per acre • Provides a buffer between General Commercial along McLoughlin Blvd and Low Density Residential to the east and west 	<ul style="list-style-type: none"> • A neighborhood plan is not proposed. • Zone changes are not proposed. • Prohibition of currently permitted uses is not proposed. • Many of the requested design standards elements are already required or will be proposed as part of the ZDO audit in the next several months. • The majority of development in the station area predates current design standards. Existing development is protected by state nonconforming use law and may continue and in some cases undergo alteration or expansion without complying with new station area provisions. • Some of the suggested amendments have the potential to cause concern for property owners or residents. Examples include requiring new development to be mixed-use (e.g., a new restaurant allowed only if provided in conjunction with housing), allowing housing density to increase with a reduced parking standard in exchange for mixed-use development, and requiring all new development to include parks or open space. 	<p>0.50 – 1.0</p>

ATTACHMENT 3

TABLE 1B: Planning Options for the McLoughlin Area for the 2017-18 Long Range Planning Work Program						
Project Name/Summary	Proposed By	Area to be Planned	Key Elements of Current Plan/Zoning	Key Elements/Constraints of the Proposal	Estimated FTE	
2	McLoughlin Corridor Plan: Provide for employment and housing in the corridor	Commission Chair Bernard	The McLoughlin Corridor is currently defined by the Comprehensive Plan as commercial and multifamily zoned land within 650 feet of the McLoughlin Blvd right-of-way.	<p>General Commercial zone:</p> <ul style="list-style-type: none"> • Applies to both sides of McLoughlin Blvd. for almost the entire length from Milwaukie to Gladstone • Allows: <ul style="list-style-type: none"> ➢ All office uses ➢ All medical clinic uses ➢ All retail uses ➢ All commercial service uses ➢ Manufacturing, except primary processing of raw materials ➢ Multifamily housing/condominiums at 25 units per acre ➢ Mixed-use development <p>Special High Density Residential zone:</p> <ul style="list-style-type: none"> • Applies to only one site in the corridor • Allows multifamily housing/condominiums at 60 units per acre <p>High Density Residential zone:</p> <ul style="list-style-type: none"> • Applies to only a few sites in the corridor • Allows multifamily housing/condominiums at 25 units per acre <p>Medium Density Residential zone:</p> <ul style="list-style-type: none"> • Allows multifamily housing/condominiums at 12 units per acre • Provides a buffer between General Commercial along McLoughlin Blvd and Low Density Residential to the east and west 	<ul style="list-style-type: none"> • The proposal is to provide for employment and housing in the McLoughlin corridor. • The General Commercial zone already permits housing and virtually all employment uses except heavy industry. To date, however, the market has favored retail and service commercial uses on McLoughlin Blvd. Issues for consideration include: <ul style="list-style-type: none"> ➢ Increasing allowed housing density in the General Commercial District ➢ Requiring mixed-use development in the General Commercial District (e.g. housing and office, office and retail) ➢ Rezoning General Commercial sites for housing or mixed-use development ➢ Rezoning General Commercial sites for office, medical, and light industrial uses in lieu of the typical retail and service uses that are predominant on McLoughlin Blvd. ➢ Upzoning existing multifamily sites to allow higher density housing ➢ Allowing commercial development in multifamily zones to permit or require mixed-use residential and commercial on those sites • Existing development is protected by state nonconforming use law and may continue and in some cases undergo alteration or expansion without complying with new Corridor provisions. 	1.5

ATTACHMENT 3

TABLE 1B: Planning Options for the McLoughlin Area for the 2017-18 Long Range Planning Work Program						
	Project Name/Summary	Proposed By	Area to be Planned	Key Elements of Current Plan/Zoning	Key Elements/Constraints of the Proposal	Estimated FTE
3	Neighborhood Protection: Implement Guiding Principle D5 of the McLoughlin Area Plan Vision Framework (MAP Phase 1)	Commissioner Savas	Low Density Residential neighborhoods in the area covered by the McLoughlin Area Plan, which is the unincorporated urban area between the Willamette River and I-205, south of the Milwaukie Expressway and north of the City of Gladstone	<ul style="list-style-type: none"> • Low Density Residential land may be divided consistent with current zoning. For example, an R-10 lot of 20,000 square feet may be divided into two lots if the proposal complies with various approval criteria related primarily to infrastructure and environmental constraints. • Lot sizes may be varied as long as the total number of allowed lots is not increased. For example, an R-10 lot of 20,000 square feet may be divided into two lots where one is 12,000 square feet and the other is 8,000 square feet. • Low Density Residential land may have its zoning changed in some cases. Criteria are found in the Comprehensive Plan and generally favor higher density closer to transit stops, jobs, shopping and cultural activities and lower density on sites with significant environmental constraints. • Development of single-family lots is subject to limited design standards (setbacks, building height, lot coverage, minimal architectural standards). 	<p>The proposal is to implement Guiding Principle D5 of the McLoughlin Area Plan Vision Framework (MAP Phase 1), which is: <i>Preserve, protect and enhance the current residential neighborhoods while maintaining current densities.</i></p> <p>Staff has identified several options:</p> <ol style="list-style-type: none"> 1. Provide a voluntary mechanism for preventing upzoning and/or division of land. A property owner could voluntarily restrict development potential on their land through, for example: <ul style="list-style-type: none"> ➤ A deed restriction, ➤ Homeowners' association with CC&Rs, or ➤ A county-imposed zoning overlay <p>Staff could create a toolkit of sample documents, instructions and examples for property owners interested in establishing voluntary private restrictions through deed restrictions or CC&Rs. A county-imposed overlay zone would not guarantee long-term protection because a future owner could apply to remove the overlay. In addition, Metro regulations limiting downzoning of residential land could be a barrier.</p> 2. Prohibit upzoning of Low Density Residential land in the area. Requires amendment of the Comprehensive Plan. <u>Notice to affected property owners is recommended.</u> 3. Prohibit varying of lot sizes and flag lots. For example, an R-10 lot of 20,000 square feet could only be divided if each resulting lot was 10,000 square feet and each lot had frontage on a street. <u>Notice to affected property owners is mandatory.</u> Owners of properties no longer eligible for division could file Ballot Measure 49 (2007) claims against the county for which the county may be liable for payment of lost property value unless the new restriction is waived. In addition, Metro regulations limiting de facto downzoning of residential land through new development standards could be a barrier. 4. Prohibit land divisions of Low Density Residential land in the area. This would require amendment of the Comprehensive Plan policies for Low Density Residential areas and downzoning of large lots so that divisions are impermissible. <u>Notice to affected property owners is mandatory.</u> Owners of downzoned properties could file Ballot Measure 49 (2007) claims against the county for which the county may be liable for payment of lost property value unless the new restriction is waived. In addition, Metro regulations limiting downzoning of residential land could be a barrier. 	0.05 to 0.15 depending on the option(s) selected

ATTACHMENT 3

TABLE 1B: Planning Options for the McLoughlin Area for the 2017-18 Long Range Planning Work Program						
	Project Name/Summary	Proposed By	Area to be Planned	Key Elements of Current Plan/Zoning	Key Elements/Constraints of the Proposal	Estimated FTE
4	<p>McLoughlin Area Plan Comprehensive Plan District: Comprehensive Plan update to introduce a new Plan District for the geographic area identified by the McLoughlin Area Plan</p> <p><i>*This is Project 16 on Table 1.</i></p>	McLoughlin Area Plan Implementation Team (MAP-IT) with letter of support from Oak Grove Community Council	The area covered by the McLoughlin Area Plan, which is the unincorporated urban area between the Willamette River and I-205, south of the Milwaukie Expressway and north of the City of Gladstone	The area contains at least 13 zoning districts, including residential, commercial, industrial and open space zones.	<ul style="list-style-type: none"> The proposal is to adopt Comprehensive Plan issues, goals and policies that seek to implement the Community Values and Guiding Principles of the McLoughlin Area Plan and other content within the MAP Phase 1 and 2 reports. Amendments to the ZDO are framed as possible but not inevitable, and it's not clear if these would occur as part of this project or a subsequent one. In the absence of implementing ZDO language, the Comprehensive Plan provisions would apply to zone changes, variances and conditional uses but would have no impact on design review, land divisions or building permits. The McLoughlin Area is significantly larger than any urban area for which the county has previously undertaken a Community/Design Plan effort. 	4 (2 FTE for 2 years)

TABLE 2: Projects NOT Recommended for the 2017-18 Long Range Planning Work Program

	Project Name	Project Summary	Scope of Work	Proposed By	Estimated FTE	Staff Comments
	ZDO Amendments					
11	Procedural Standards for Land Use Application Processing	Increase the length of the pre-decision public comment period for Type II applications to 35 days; require that land use applications are complete before the Planning Division accepts them as complete; issue a "request for response" to the Community Planning Organization prior to a preapplication conference	Code writing and public notice ACTION: Planning Commission and BCC public hearings; adoption of text amendments to the ZDO and Comprehensive Plan	Oak Grove Community Council		ZDO Section 1307 was overhauled in 2014 as part of the ZDO audit. At that time, the minimum notification period to CPOs was increased from 15 days to 20 days. It is common for staff to honor requests from CPOs to delay issuance of a decision until after a CPO meeting is held to consider a particular application, assuming such a delay can be granted within the statutory timelines the county has for issuing a final decision. Increasing the mandatory minimum will decrease flexibility for the county in issuing decisions in a timely manner. State law requires local governments to accept and process land use applications even if they are incomplete. During preapplication conferences, applicants are routinely advised to consult the CPO about proposed developments, and CPOs are notified of all Type II and III land use applications for review and comment.
12	Land Use Application Appeals	Allow appeals of Land Use Hearings Officer's decisions to the BCC	Code writing and public notice ACTION: Planning Commission and BCC public hearings; adoption of text amendments to the ZDO	CPO Summit		This request was considered and rejected when ZDO Section 1307 was audited in 2014. Adding an additional layer of local review of land use applications poses substantial difficulties in processing applications within timelines mandated by state statute. It also would require the BCC to shift time and resources to land use hearings. The CPO Summit includes the following CPOs: Aurora-Butteville-Barlow CPO; Beaver Creek Hamlet/CPO; Boring CPO; Clackamas CPO; Far West Association of Neighbors; Firwood Neighbors; Holcomb-Outlook CPO; Jennings Lodge CPO; Ladd-Hill NA; Molalla CPO; Oak Grove Community Council; Rhododendren CPO; South Clackamas CPO; Stafford-Tualatin Valley CPO; and Sunnyside United Neighbors
13	Mass Gatherings	Prohibit mass gatherings without permits and allow mass gatherings in EFU, TBR and AG/F Districts only if such gatherings are directly related to farming or timber	Research, code writing, outreach, public notice ACTION: Planning Commission and BCC public hearings; adoption of text amendments to the ZDO and Comprehensive Plan; Possible amendment of the County Code as well	Far West CPO		As a result of public interest, the 2012-2013 work program included a project to adopt County Code provisions to regulate outdoor mass gatherings and events. At a June 2013 BCC Business Meeting, the Board tabled the draft regulations indefinitely. In lieu of specific regulations, staff has developed a notification process to alert relevant service providers (e.g., sheriff, fire district, traffic engineering) when the Planning and Zoning Division is made aware of a proposal for a large gathering. The notification allows agencies to staff appropriately for the duration of the event, particularly in case of emergency, and to advise the event organizer if any permits are required. The scope of the current request for limits on gatherings is likely to involve zone code changes as well as revisiting the 2013 draft County Code provisions.
14	Tree Mitigation	Require mitigation plantings when trees are removed as part of development	Code writing, outreach, public notice ACTION: Planning Commission and BCC public hearings; adoption of text amendments to the ZDO and Comprehensive Plan	Jennings Lodge CPO		In 2010, the county drafted and considered a comprehensive tree protection ordinance. Ultimately, limited amendments were made to the ZDO to provide a disincentive to substantial tree removal in anticipation of development. In addition, mitigation requirements exist in overlay zones that apply in certain sensitive natural areas. At this time, staff anticipates that the environmental regulations in the ZDO will be subject to audit in 2018-2019, at which time this issue would be appropriate for further consideration.

	Project Name	Project Summary	Scope of Work	Proposed By	Estimated FTE	Staff Comments
Community Plans / Comprehensive Plan Updates						
17	Economic Opportunity Analysis (EOA)	Update Comprehensive Plan Chapter 8, <i>Economics</i> , to reflect outcomes of an updated EOA for Clackamas County, coordinated with cities	Comprehensive Plan text writing, outreach, public notice ACTION: Planning Commission and BCC public hearings; adoption of text amendments to the Comprehensive Plan	Department of Business and Community Services		The Business and Community Services Department is proposing to begin an EOA in coordination with cities in the county. The county's most recent EOA was completed in 1989. This document did not include incorporated areas and left all urban service lands, even in unincorporated areas, to the cities serving those areas. Following completion of the EOA, an update of Comprehensive Plan Chapter 8 would be appropriate, but it is premature to begin that effort in the upcoming fiscal year. The Beavercreek Hamlet submitted a request to stop the exodus of employees to other counties and add employment and industrial land. The EOA will analyze the need for employment and industrial land in the county and is an important step in moving toward increasing appropriately zoned land.
18	Update Chapter 9: Open Space, Parks and Historic Resources to reflect North Clackamas Park and Recreation District Plan	Update Comprehensive Plan Chapter 9, <i>Open Space, Parks and Historic Resources</i> , to integrate the North Clackamas Parks and Recreation District Master Plan	Comprehensive Plan text writing, outreach, public notice ACTION: Planning Commission and BCC public hearings; adoption of text amendments to the Comprehensive Plan	Department of Business and Community Services		Chapter 9 of the Comprehensive Plan is substantially out of date. Updating it is dependent on revisions to the NCPRD Master Plan but could be pursued at any point.
19	Phillips Creek Greenway Framework Plan Implementation	Amendments to <i>Comprehensive Plan and Zoning and Development Ordinance</i> , as needed, to fully implement the <i>Phillips Creek Greenway Framework Plan</i>	Research, code and plan writing, outreach and public notice ACTION: Planning Commission and BCC public hearings; adoption of amendments to the ZDO and Comprehensive Plan.	North Clackamas Urban Watersheds Council		This request was framed as Comprehensive Plan and ZDO amendments; however, implementation of the Phillips Creek Greenway Framework Plan is unlikely to require significant amendments to those documents. Stream setbacks and related mitigation requirements have already been established for Phillips Creek by both the ZDO and the surface water management rules of CCSD #1, although portions of the stream identified by the framework plan do not qualify for a high level of protection under the criteria established by Metro for habitat protection in the urban area. The most significant aspects of the framework plan involve streamside restoration, property acquisition, trail development and public education. The plan envisions the North Clackamas Parks District as a lead on the greenway project. It is also likely that CCSD #1 would have a significant role as the surface management agency for that area. The county's Transportation System Plan already includes the Phillips Creek multi-use path in the Capital Improvement Program, but it is identified as a long term capital project, meaning no funding source has been identified and, although the project is needed, construction is not foreseen in the next 20 years due to financial constraints.
NOT LONG RANGE PLANNING						
20	Notice by Email	Email the Community Planning Organization as soon as a land use application is deemed complete; use email for required notice of land use applications to Community Planning Organizations	Outside the scope of the Long Range Land Use Planning Program	CPO Summit; Oak Grove Community Council		The ZDO authorizes email or first class mail for required notice to CPOs. These requests would require a revision to office procedures used by the Development Services Program for processing land use applications. Refer to Development Services.
21	Hamlet and Village Support	Ongoing support for Hamlets and Villages	Not within the scope of the Long Range Planning program	Beavercreek Hamlet		Forward to Public and Government Affairs

	Project Name	Project Summary	Scope of Work	Proposed By	Estimated FTE	Staff Comments
22	Beavercreek Road Bikeway and Pedway Improvements	Improve the shoulder of Beavercreek Road for pedestrian and bicycle access from Henrici Road to the Beavercreek center	Not within the scope of the Long Range Planning program	Beavercreek Hamlet		Forward to the Capital Construction team
23	Urban and Rural Reserves	Resolution is needed on the urban and rural reserves		Beavercreek Hamlet		This project is on the current work program, and it is anticipated that it will be completed by the end of June 2017.
24	Endangered Anadromous Fish Recovery Plan	Plan a coordinated effort across county agencies to mitigate limiting factors for endangered lamprey, salmon and steelhead and actively support recovery efforts	Not within the scope of the Long Range Planning program	North Clackamas Urban Watersheds Council		The Comprehensive Plan and ZDO already include an acknowledged Statewide Planning Goal 5 program to protect significant fish habitat. It appears that NCUWC envisions the Planning and Zoning Division as having a coordination/advisory role. If staff resources are available, the Division could assist in that role.
25	Wildlife Movement Strategy	Create a long-range plan to implement the goals of the <i>Oregon Wildlife Movement Strategy</i> to connect the Mount Hood National Forest and contiguous habitat with the Willamette River Greenway and contiguous habitat	Not within the scope of the Long Range Planning program.	North Clackamas Urban Watersheds Council		<p>The Comprehensive Plan and ZDO already include an acknowledged Statewide Planning Goal 5 program to protect significant wildlife habitat. It appears that NCUWC envisions the Planning and Zoning Division as having a coordination/advisory role. If staff resources are available, the Division could assist in that role.</p> <p>On Monday Feb 27th, staff received an updated request to focus on the Transportation Issues related to Wildlife Movement Strategy. Tonia Williamson from North Clackamas Parks and Recreation District was contact to understand the County's involvement in this type of work. Currently she is serving on a regional effort, management through the Intertwine, to develop a regional Wildlife Movement Strategy. Any work done by other County divisions at this time would likely be premature. County Transportation Planning staff will continue to coordinate with the North Clackamas Park recreation district on the Intertwine project.</p>
26	County Parks Master Plans	Provide Planning staff time to the County Parks Division to update County Parks master plans		Department of Business and Community Services		This is a County Parks Division project rather than a Long Range Planning Program project; however, if staff resources are available, the Planning and Zoning Division could assist the Parks Division with their master planning process.

**PLANNING COMMISSION
MINUTES**

February 6, 2017
6:30 p.m., DSB Auditorium

Commissioners present: Michael Wilson, Gail Holmes, John Drentlaw, Michael Wagner, Thomas Peterson, Mark Fitz, John Gray.

Commissioners absent: Brian Pasko

Staff present: Karen Buehrig, Jennifer Hughes, Mike McCallister, Darcy Renhard.

1. Commission Chair Drentlaw called the meeting to order at 6:35 p.m.
2. Karen Buehrig began the staff report. This public meeting is to review the proposed 2017-2018 Long Range Planning Work Program. The Board of County Commissioners will have a study session to discuss the Work Program on February 28th and will give their decision at the business meeting on March 16th. This year, in an effort to align projects with the goals and outcomes of DTD's *Managing for Results (MFR)* program, we have included transportation system plans which are a part of long range planning. MFR is the strategic business plan for the entire DTD that supports the Performance Clackamas strategic measures. Within the strategic plan, there is a long range planning program. It is a little different this year because we are including land use development items. Funding sources are different for transportation plans and land use & zoning plans. Table 1 has a draft of the 2017-2018 Work Program. Transportation Planning projects are listed in this year's Work Program as well, which is a different approach from prior years. Because funding sources are different for land use planning activities and transportation planning projects, we cannot increase the land use planning staff time by reducing the transportation planning time. Some projects do overlap, and overall there are 26 projects on the list. Three CPOs submitted project ideas. Some project ideas were specific to the ZDO, some were relative to the Comprehensive Plan. Some project suggestions fell under construction plans, which are outside the scope of long range planning.

Jennifer Hughes continued the staff report, explaining that the first thing we need to do is a summary of where we are with our current Work Program. There are 5 projects on the approved work program. The reserves project is complete because the Board of County Commissioners has terminated additional review of the reserves. Work on the ZDO audit was suspended in 2015 due to the marijuana land use regulations project. We are still hoping to bring an audit amendment package to the Planning Commission at some point this fiscal year, but the date is not yet final. Another major project that we did was related to disincorporation of the former City of Damascus. We applied our zoning code to areas formerly in the city and are proceeding with reviewing the urban growth management agreement with the City of Happy Valley, which has an interest in planning part of the area. The revisions to the marijuana regulations will be heard next week. Staff is in the process of putting together the amendment package for the natural resource zone updates which will align our natural resource ordinances with State law. That package will be heard on February 27.

Jennifer continued with an overview of the staff-recommended long-range land use planning work program for 2017-2018. Staff would like to make significant progress on the ZDO audit in the 2017-2018 fiscal year to bring us closer to where we originally anticipated being at this point with the project. There is concern that due to possible retirements in the near future, we may be losing staff who have the expertise and skills needed to do all of the necessary work on the audit. The second project that staff is recommending for the next Work Plan is to update our floodplain regulations. This project is on the list because of a recent lawsuit brought against FEMA which requires us to make amendments to our floodplain ordinance. There are time constraints that are outside the County's control, so it is a high priority project. The third project that staff is recommending for next year's Work Program is transitional housing. The BCC has expressed an interest in this project as a means to address the homeless issue within Clackamas County. There are a number of options that staff has begun doing research on, but we are not sure at this point where the Board will want to go and what the scope will be. The fourth project that staff is recommending is the Park Avenue Station Area Plan. Two different plans have been submitted by representatives of the area, one for the station area and one for the entire McLoughlin area, but staff is recommending a scaled down proposal. We are recommending that there be outreach to the local property owners regarding specific revisions to development standards that might cause community concern. There are some potential opportunities for MAP-IT

to obtain grant funding through the State of Oregon or Metro and staff is recommending that we support them in their efforts to obtain such funding.

Karen Buehrig continued with the staff report, discussing the recommended transportation planning projects for the 2017-2018 work program. Karen pointed out that the transportation plans that are in orange on the table are carry-over from last year's plan. Other projects are listed after those. Over a year ago, we did receive funds from Metro to do a Stafford area infrastructure feasibility study.

Commissioner Wagner asked about the status of doing the safety audit on Passmore Road in Mulino that the BCC committed to doing 4 or 5 years ago. Karen answered that she will check with Joe Marek as to the status. Commissioner Fitz said that the biggest thing that came up a year ago was the people who have kennels in the Damascus area. When they become neighbors to Happy Valley there may be problems.

Commissioner Peterson asked if there was any opportunity to plan for fill-in in advance of staff retiring. Mike McCallister replied that as far as staff goes, we are actually up about 1.5 FTE from where we were a year ago, but that 3 of those staff are entry level planners. The retirement that was referred to earlier is a senior planner who has spent the last 4 or 5 years focusing on the audit. Because of the expertise needed, it will be very hard to replace the institutional knowledge that this planner has. From a staff perspective, it is important to get the audit work done before other staff with long term institutional knowledge retire and we lose their expertise.

Chair Drentlaw opened the public testimony.

Karen Bjorklund-10824 SE Oak St., Milwaukie / Walt Gamble – 1786 SW Greenway Ct., West Linn: Ms. Bjorklund and Mr. Gamble explained that the CPO Summit is a group of CPO representatives that started meeting in November to discuss issues that they share. The group created a list of their top priorities, some of which can be addressed with ZDO amendments. Mr. Gamble: the first proposal is that ZDO comment periods are too short for the citizens to respond with comments. He would like it if when an application is deemed complete, it be sent immediately to the CPO so it can be distributed to the appropriate residents. The second idea is that when the notice actually goes out, it gets emailed to the CPO chair as well. Ms. Bjorklund: with regard to appeal of hearings officer decisions, she would like to keep the appeal process on a local level. Currently the requirement is that HO appeals go to LUBA, which is a financial barrier because you have to hire an attorney to represent you at LUBA. It is also a barrier to local land use planning. She feels that the appeals should go to the BCC because they are local and their interests are local. They have a better idea of what is needed than LUBA does. One of the top issues discussed at the CPO forum is that there is such a lack of citizen involvement within the County. She recommends that the PC put effort into the coming year to find solutions for this lack of citizen involvement. People who are interested in the CPO Summit can send Karen Bjorklund an email, care of Jennings Lodge CPO. Commissioner Wagner said that having appeals go to the BCC may actually backfire because the BCC may find it easier to approve things when there is a crowd of angry people facing them. Also, you are not required to hire an attorney to go to LUBA. Commissioner Peterson pointed out that there are timeline issues that must be addressed, and that extending timelines for comment may affect this. He asked if having the ability to do an appeal at the local level would impact these required timeframes. Ms. Bjorklund replied that parameters could be set up so that only certain things are appealable at the local level. Things keep being brought up because there are underlying issues, which could potentially be resolved if there was the ability to look into it at the local level. Mr. Gamble stated that some things should not be a local appeal because of the technicality involved. Maybe there could be a tiered system. The CPOs are all asking that local appeal be at the BCC. Commissioner Peterson asked if they are wanting to have things appealed to the BCC that have gone only before the hearings officer and not things that have already gone through the PC and BCC process. Mr. Gamble affirmed that this was correct.

Mike Connors – 520 SW Yamhill St., Suite 235, Portland: Mr. Connors is testifying on behalf of Embry Asset Group. They are asking for reconsideration of the size exception in rural commercial zones. This is shown as item #15 on the table. State law specifically allows for certain exceptions to these size limitations. Pre-2015 code allowed for a 4,000 sf size limitation. In 2015, staff recommended that the BCC defer the exception issue to a later process, but here it is 2017 and the issue still has not been addressed. He feels that it is a pretty narrow issue that would not take up a lot of staff time, but staff feels that providing notice and the actual staff time required for the notice process would require more than what we are able to provide at this point. Mr. Connors argues that outreach

is not legally required and was not done in the 2015 process. Property-specific notice was not required or provided in the first process, so why would it be required now? He is worried that this will morph into a permanent size restriction, which is not consistent with other counties or State law. He is asking that item #15 be included and that staff not be required to provide property-specific notice. Commissioner Wagner asked what size Mr. Connors client needs. Mr. Connors stated that State law allows up to 8,000 sf, but that is more than his client needs. Jennifer Hughes pointed out that we did, in fact, do a property-specific notice to all zones that were being touched by the proposed amendments in 2015. In fact, the Planning Division sent several thousand notices to the applicable property owners as is legally required, although the requirement was not due to the issue raised by Mr. Connors. Her concern with this request is that it potentially has some wide-ranging implications to some of our rural communities. There is nothing in unincorporated communities that limits the size of the building, as long as you can demonstrate that it serves the local community. If you start to allow these larger commercial installations in these smaller communities, how is it going to impact them and is it something that they even want? There was no exception language prior to 2015, although she understands why Mr. Connors thinks there was an exception. What staff was actually proposing in 2015 was to offer an exception, but then we realized that we should do more community outreach first. Commissioner Wagner is concerned that the zoning code may be interrupting the free market. Mike McCallister explained that this is really a policy level discussion. If the PC wants it as a project on the Work Program, then it should be considered with property owner notice and weighed against the other projects to see what should be taken off the list. Commissioner Fitz asked if we could allow for some flexibility, for example adding a second floor instead of taking up more ground space. Jennifer explained that we can't do that under the current code but we could with amendments.

Grover Borenfeld – 4308 SE Boardman Ave., Jennings Lodge: Mr. Borenfeld is a member of the Jennings Lodge CPO board. ORS 660-105 specifically calls out that counties shall coordinate with citizen involvement committees. He expressed his frustration with being a citizen who has been involved for 16 years, but does not feel that he has been heard at all. How do you get people involved if you repeatedly have people who are trying to be involved but are not listened to and end up feeling like they have made no difference?

Nancy Gibson – 5884 SE Jennings Ave., Jennings Lodge: Ms. Gibson is a board member for Oak Lodge Water Services. She is specifically concerned about tree mitigation. Our urban forest is of much more value to us as a standing forest than as one that has been razed. Every mature tree helps to mitigate storm water. We are currently experiencing excessive storm water, and every one of the mature trees requires 700 gallons of this water. We need to maintain our urban canopy not just to maintain the CO₂ absorption, but to mitigate the heat islands that are caused when all of the trees are removed. There is a lot of data which shows how much energy usage is reduced per household when there are trees providing mitigation against heat and other conditions. Commissioner Peterson asked how long she has been trying to promote this tree mitigation idea. Mr. Borenfeld said that they had been working on it since 2012. Mitigation is the best that can be done if development is going to be allowed to remove all of the mature trees. Commissioner Fitz asked why they don't go through the water district for assistance. Friends of Trees will aggressively sell you the trees to replace what was removed. He asked if they were working with any of these types of groups that are proactively trying to replace trees. Ms. Gibson and Mr. Borenfeld feel that the responsibility for mitigation should fall on the developer.

Joseph Edge – 14850 SE River Forest Drive, Oak Grove: Mr. Edge is the chair of MAP-IT, who is trying to get the County to take on the Park Avenue Station Plan. He would like the PC to recommend the work program as presented by staff. He thinks the County will need to apply for the grants rather than assist MAP-IT in applying. He wants to see a lot more family wage employment in the area, and density is really limited in the area. The whole area is over-retailed. We need to take a look at the current plan and possibly provide some sort of incentive to provide more diversity with what is available for development. They don't need more infrastructure, they just need to leverage what is already there. MAP-IT has a lot of overlapping concerns with the Jennings Lodge CPO. They would like to see a comprehensive plan for the area in the future.

On behalf of the North Clackamas Watershed Council, he would like to see a richer plan for the Phillips Creek project. He would like to see green space in the area, as it is really parks and nature deficient. Another project they would like to see is a study to identify the hot spots where wildlife conflicts are taking place and what kind of mitigation can be done to reduce not only the ecological element, but the economic costs. He feels that, specifically from the transportation side, there is opportunity to increase road safety in rural areas. He is also proposing that

the County have a full-time staff member to keep track of the various regulations that are changing because of the ESA. He feels that with someone in charge of these regulations the County would be ahead of the curve when it comes to lawsuits like the one brought by the Audubon Society this last year, which incidentally also results in having to allocate County staff and resources unexpectedly. Finally, he would like to comment that the tree ordinance does not require that you show how you considered alternatives and techniques before you conclude that tree preservation is not feasible. He suggests that applicants be required to submit a narrative explaining how their proposal meets each criterion.

Paul Savas: County Commissioner Savas explained that he was testifying as a citizen, not a Commissioner. He feels that our land use system and what the community wants are somewhat conflicted. He has observed over his 20 years of involvement that we are losing our trees because our land use system accommodates development. What we need to talk about is preserving what we have.

The other big issue is affordability. Wherever we put a lot of government investment, the cost of living increases exponentially. So the question then, is how much density is the right density? This is a question that we don't have the answer to tonight. MAP1 and MAP2 created the goals, strategies, principles, policies, and programs of the McLoughlin Area Plan. MAP-IT is the body created to help implement those goals. Staff is correctly concerned about increasing the density in this area because historically there has been such backlash and resistance to the idea from the local residents. If you don't get to the guiding principles of the MAP, the same backlash and resistance will continue. The original plan that was approved by residents assured that current densities would be maintained. He would encourage that some work from project #16 be included as part of the Work Program, but that assurances that were in the original McLoughlin Area Plan be incorporated. Commissioners Wagner and Fitz said that urban renewal is a great tool for projects like this. Commissioner Savas noted that it would be extremely difficult to get it passed by the entire County as is now required.

Chair Drentlaw closed the public testimony portion of the hearing and opened deliberations.

Mike McCallister discussed some of the procedural recommendations that were submitted. Staff is committed to looking at some of the recommendations on procedural issues (emailing notices, etc.). Regarding appeals being made to the BCC, there are some ways that this may be able to happen, but it would require an extensive amount of time from the BCC and would really tighten process deadlines. Commissioner Fitz commented that it sounds like they are asking for a small claims court for land use. Commissioner Peterson thinks that there may be a variety of ways to approach this and wondered how big of an effort it would be to come up with some alternatives. How much staff commitment would it really take?

Commissioner Wagner recommends the 2017-2018 Work Program s submitted by staff with the addition of project #15 and would like to do more for the McLoughlin area, even if it means hiring another senior planner. Commissioner Holmes commented that we need to ensure that we have heard the public and that we value their input. Commissioner Wilson thinks that with growth in the community, it seems that there should be more budget available for staff to get the work done. Commissioner Peterson pointed out that it is easy to say that we should add things, but if there is no staff to do it, then we aren't really doing anything to help this. Commissioner Drentlaw thinks that there was a lot of focus on budget and FTEs, but we need to focus on what the land use aspect is and decide what the priorities are. Commissioner Fitz asked staff what the highest priority project is that would make the rest of the projects easier to complete. Jennifer Hughes responded that it would be the ZDO audit. Mike McCallister explained that the ZDO audit that has been completed thus far has significantly increased efficiencies for the public as well as staff. It is important to keep the momentum going. Also, the floodplain ordinance is not something that can be put off.

Commissioner Wagner made a motion that the PC recommend to BCC that staff's proposal for the 2017-2018 Work Program, plus project #15 and as much of project #16 as the County can come up with resources for, be approved. Commissioner Peterson seconded the motion.

Commissioner Fitz requested an amendment to the motion to add code to allow for permitted use of dog kennels, but would put it on the project list as the lowest priority. *Ayes=4 (Holmes, Wilson, Wagner, Fitz) Nays=3 (Peterson, Drentlaw, Gray). Motion is amended.*

Ayes=7, Nays=0. Motion passes.

3. Our next meeting will be on February 13th.

There being no further business, the meeting was adjourned at 9:24 p.m.

March 7, 2017 - List of Supporting Materials Requests from CPOs, County Departments and general public In response to REQUEST FOR 2017-18 WORK PROGRAM PROPOSALS			
Project Reference #	Source (CPO/Hamlet/Village/Citizen/Agency/Division)	Author	Date
1a	ZDO Audit: Completed and Proposed Phases	Jennifer Hughes	
4a	Email: MAP-IT Land Use and Transportation Committee	Joseph Edge	November 13, 2016
4b	Park Ave Project Summary: MAP-IT Land Use and Transportation Committee	Joseph Edge	November 13, 2016
4c	Letter of Support: Oak Grove Community Council	Baldwin van der Bijl	December 20, 2016
11a	Letter: Oak Grove Community Council	Baldwin van der Bijl	December 20, 2016
11b	Email: CPO Summit	Karen Bjorklund	December 8, 2016
12a	Support for Land Use Application Appeals – See 11 A and 11 B		
13a	Email: Far West CPO	Elaine Newland	November 30, 2016
14a	Letter: Jennings Lodge CPO	Jennings Lodge	December 8, 2016
15a	Hathaway Koback Connors	E. Michael Connors	January 5, 2017
16a	Email: MAP-IT	Joseph Edge	November 14, 2016
16b	Project Description: MAP-IT	Joseph Edge	November 14, 2016
16c	Support: Oak Grove Community Council See 4 c		
17a	Email: Gary Barth project descriptions	Lorraine Gonzales	December 6, 2016
18a	See 17 a		
19a	North Clackamas Urban Watersheds Council (NCUWC)	Joseph Edge	
20a	See 11 a and 11 b		
21a	Email between Tammy Stevens and Karen Buehrig	Beavercreek Hamlet	October 30, 2016
22a	See 21 a		
23a	See 21 a		
24a	See 19 a		
25a	See 19a		
26a	See 17a		
	Additional Materials Submitted after 1/30/16		
13F	Email: Cecie Starr. Support of Mass gatherings ZDO amendment	Cecie Starr	November 30, 2016
13E	Email: Gregory Breuner. Support of Mass gatherings ZDO amendment	Gregory Breuner	November 30, 2016

Attachment 4

13D	Email: Sparkle Anderson. Support of Mass gatherings ZDO amendment	Sparkle Anderson	November 30, 2016
13C	Letter: Stacey Rungay. Support of Mass gatherings ZDO amendment	Stacey Rungay	November 30, 2016
25b	Memo to BCC from Joseph Edge, Vice Chair of the North Clackamas Urban Watershed Council	Joseph Edge	February 27 th , 2017
11d; 12c; 20c	Letter: Stafford-Tualatin Valley CPO	Walt Gamble	February 6, 2017
15b	Letter: Hathaway Koback Connors	E. Michael Connors	February 3, 2017
13b	Letter: Stacey Rungay. Support of Mass gatherings ZDO amendment	Stacey Rungay	January 23, 2017
11c; 12B; 20b	Letter Oak Grove Community Council. Support of CPO Summit Email	Baldwin van der Bijl	February 1, 2017

Zoning and Development Ordinance Audit: Completed and Proposed Phases

Audit Phase	Fiscal Year	Topic	Primary ZDO Sections Audited	Status
1	2012-2013	<ul style="list-style-type: none"> • Industrial Zoning Districts 	601-604, 606	Completed 9/9/13
2	2013-2014	<ul style="list-style-type: none"> • Urban Residential Zoning Districts • Urban Commercial Zoning Districts • Procedures 	301-304, 311, 313, 501-503, 507-509, 1201, 1301-1305, 1401, 1402, 1501, 1502, 1600, 1602-1608, 1700-1704, 1706, 1707	Completed 10/13/14
3	2014-2015	<ul style="list-style-type: none"> • Rural Residential Zoning Districts • Rural Commercial Zoning Districts • Development Review Process • Criteria for Discretionary Permits 	305-310, 312, 314, 504, 505, 1101, 1102, 1104-1107, 1202-1206	Completed 6/1/15
4	2015-2016	<ul style="list-style-type: none"> • General Provisions and Exceptions • Development Standards--excluding protection of natural features, hazards to safety, and historic protection sections 	901-904, 1001, 1005-1010, 1012-1021	Suspended for marijuana land use regulations project—work resumed on an intermittent basis in February, 2016

Audit Phase	Fiscal Year	Topic	Primary ZDO Sections Audited	Status
5	2016-2017	<ul style="list-style-type: none"> • General Provisions and Exceptions (carry over from 2015-2016) • Development Standards—excluding protection of natural features, hazards to safety, and historic protection sections (carry over from 2015-2016) • Special Use Requirements—to include consideration of kennels and uses not currently addressed adequately by the ZDO (<u>if staff resources allow</u>) 	802, 804-810, 813-815, 817-825, 827, 829-841, 901-904, 1001, 1005-1010, 1012-1021	<ul style="list-style-type: none"> • Planning Commission hearing tentatively scheduled for 4/10/17 • Completion of General Provisions and Exceptions, approximately half of Development Standards sections, and several Special Use Requirements sections expected by 6/30/17 • Remainder proposed to be carried over to Phase 6
6	2017-2018	<ul style="list-style-type: none"> • Remainder of Development Standards—excluding protection of natural features, hazards to safety, and historic protection sections (carry over from 2016-2017) • Remainder of Special Use Requirements (carry over from 2016-2017) 	1006-1008, 1010, 1016, 1021, 804-810, 813-815, 817-825, 827, 829, 830, 832-837, 839-841	<ul style="list-style-type: none"> • Propose to Complete by 6/30/17 • <u>If staff resources allow</u>, audit work for Special Use Districts, otherwise scheduled for Phase 7, proposed to begin but is not anticipated to reach the public hearing and adoption stage

Audit Phase	Fiscal Year	Topic	Primary ZDO Sections Audited	Status
7	2018-2019	<ul style="list-style-type: none"> • Special Districts and related development standards (open space zones; historic, mineral and aggregate, airport, Floodplain Management, River and Stream Conservation Area, Willamette River Greenway, Habitat Conservation Area, Water Quality Resource Area and Sensitive Bird Habitat overlay zones; natural features; and natural hazards) • Definitions • Final editing, reorganization and renumbering of the ZDO 	201, 202, 701-713, 1002-1004	<ul style="list-style-type: none"> • Propose to complete audit of Special Districts and related natural hazards/natural features provisions • Propose to complete audit of Definitions • Propose to conclude the audit with final editing, reorganization and renumbering of the ZDO

Buehrig, Karen

From: Joseph Edge <joseph.edge@gmail.com>
Sent: Monday, November 14, 2016 2:03 PM
To: Buehrig, Karen
Cc: Linda; fredasawyer@comcast.net; Powers Carol; Harding Jennifer; Rogalin, Ellen; Gibson Terry; Lewis-Wolfram Cyndi; Kemper Barbara; McLeod Sandra; Mastronarde Carol; Emberlin Brent; Magnuson Pete; Olson Brad; Ed Gronke
Subject: RE: MAP-IT Proposals for Planning Division 2017-18 Work Program (1 of 2)
Attachments: PlanningDepartmentWorkPlanRequests2017-18ParkAve.pdf

To:
 Karen Buehring
 Transportation Planning Supervisor
 Department of Transportation and Development
 Clackamas County

RE: MAP-IT Proposals for Planning Division 2017-18 Work Program (1 of 2)

Project summary:

Zoning and Development Ordinance amendments to introduce new development and design standards for the Park Avenue Station Area, focused at the intersection of McLoughlin Boulevard and SE Park Avenue in Oak Grove.

The *McLoughlin Area Plan Implementation Team* (MAP-IT) has directed its *Land Use & Transportation Committee* to submit this request for *Development and Design Standards for the Park Avenue Station Area*, focused upon the intersection of McLoughlin Boulevard and SE Park Avenue, to be included in the Planning Division's annual work program for the coming 2017-18 fiscal year. MAP-IT continues to express concern that the area surrounding the Park Avenue Station Area is the only area in the region - and perhaps, the nation - surrounding a high-capacity transit station that has not seen corresponding zoning changes to leverage the substantial public infrastructure investment.

A multi-year effort has been underway by members of the *Land Use & Transportation* (formerly: *Design*) *Committee* to identify a suite of urban development policy objectives that is consistent with the approved *McLoughlin Area Plan* and that would be supported by the affected communities and property and business owners. Presentations were given to MAP-IT on a monthly basis to show progress and collect feedback. Information sessions and interactive workshops were held at regular meetings of the area Community Planning Organizations. At the conclusion of each of the last three calendar years - including this year, on November 1, 2016 - MAP-IT has voted to request that the Planning Division allocate resources to include new *Development and Design Standards for the Park Avenue Station Area* in their long-range Work Program for the coming fiscal year.

Please see the file attachment for the project description.

Thank you,

Joseph P Edge
 Chair, Land Use & Transportation Committee
 McLoughlin Area Plan Implementation Team

Project summary:

Zoning and Development Ordinance amendments to introduce new development and design standards for the Park Avenue Station Area, focused at the intersection of McLoughlin Boulevard and SE Park Avenue in Oak Grove.

Project description:

Objectives for the Development and Design Standards for the Park Avenue Station Area include:

I. Park Avenue Station Area Objectives

These objectives are specific to commercial and multi-family zoned properties within walking distance from the Park Avenue High Capacity Transit Station. These objectives may be applied to areas designated as MAP Activity Centers in the future.

- Require or encourage more specific mixtures of uses
 - Encourage increased development intensity and better utilization of land
 - Allow higher-intensity development that can grow to support an 18-hour/7-days-a-week community
 - Keep housing above the ground floor of most buildings
- Support small businesses that serve neighborhood needs and decrease the need for motor vehicle trips
 - Encourage development that will support walking as the most attractive choice for trips under one half mile in distance that originate or terminate within the Station Area
 - Requirements for providing smaller ground-floor storefront spaces
 - Expand use types to include emerging local entrepreneurial endeavors
 - Provide pathways to further-reduced parking requirements for developments in the Station Area designed to leverage non-automobile trips
- Leverage proximity to transit station to attract employers, higher-wage jobs, and car-free residents
 - Add jobs to the corridor
 - Given proximity to transit station and changing demographic/market-preferences, allow the market to respond to demand for housing.

II. Corridor Objectives

These objectives apply to the Park Avenue Station Area, but we would eventually like to see these applied to the entire McLoughlin Boulevard Commercial Corridor.

- Apply County's existing urban area design standards to the McLoughlin Commercial Corridor
 - Standards for internal/private street design, building setbacks and orientation to streets
 - Standards for buildings and structured parking adjacent to pedestrian facilities
 - Standards for internal site access and circulation, ground floor active uses, and buffering higher-intensity uses from adjacent low-density residential districts
- Reduce or eliminate existing disincentives to mixed-use developments
 - Increase allowed supply of housing along Corridor to reduce infill pressure on urban low-density residential districts, increase customer base for existing and new businesses, and allow the market to better respond to current consumer housing preference trends
 - Provide pathway to reduced parking requirements for developments specifically designed to leverage non-automobile trips
 - Simplify site and building design standards and ensure consistency between use-types (retail, office, residential, mixed-use, etc)
 - Allow pathway for deviation from standards when it facilitates the preservation and reuse of an existing structure in conjunction with new development

- Strengthen landscape standards to support habitat, increase tree canopy, reduce water use and maintenance, and improve quality
 - Sustainable, habitat-quality landscaping
 - Restore/increase the tree canopy
 - Enhance attractiveness of surface water management
 - Establish a Corridor Theme of *Integration with Nature*
 - Increased incentives for increasing contiguous/coordinated protected habitat
- Enhance comfort and security for bicycle travelers
 - Improve bicycle accommodations
 - Reduce conflicts with motor vehicles and pedestrians
 - Eliminate design review requirement for wall-mounted bicycle storage
 - Encourage improved accommodations for bicycle users (parking, shower/changing facilities, etc)
- Support role of designated Nodes/Activity Centers as the community's "Downtowns"

III. Overall Goals/Objectives

- Create clear and vibrant activity clusters or centers
- Significantly improve mixed use development potential
- Significantly increase residential use capacity
- Reduce overall parking requirements
- Improve and increase bike parking requirements
- Increase building presence and transparency
- Ensure compatibility of resulting character across use types and sizes of project sites developed
- Clarify ZDO intent and definitions of desired character
- Implement building design and material standards to ensure overall quality
- Encourage housing affordability mix in new development
- Protect existing natural character: trees, topography, habitat
- Ensure parks and/or open space included in new development



December 20, 2016

To: Clackamas County Planning Division

On December 7, 2016, the 29 voting members attending the OGCC (Oak Grove Community Council) regular monthly meeting voted unanimously to support the MAP-IT Committee's request for two projects to be added to the Planning Division's 2017-18 Work Program.

Project #1: Park Avenue Station Area Development and Design Standards.

This project has been requested the last two years, and in both cases, it was supported by the Planning Commission, who *unanimously* concurred that this project should be the county's top planning priority.

Project #2: Comprehensive Plan amendments to codify Mcloughlin Area Plan.
Phase I and II reports accepted by the BCC.

Many people have put thousands of hours into MAP-1 and MAP-2. The next logical step is to update the County's Comprehensive Plan to reflect the land use goals and policies for our area.

Please accept and recognize this letter as direct citizen involvement in land use planning for the community of Oak Grove. As never before, the residents in this rapidly developing area are keen to have the County respect our thorough, inclusive, well-developed, and considered efforts towards the betterment of our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Baldwin van der Bijl".

Baldwin van der Bijl
Chair Oak Grove Community Council
3416 SE Naef Rd. Oak Grove, Oregon



December 20, 2016

To: Clackamas County Planning Division

On December 14, 2016 the OGCC (Oak Grove Community Council) board voted unanimously to support the request for four minor ZDO changes to be approved and/or added to the Planning Division's 2017-18 Work Program.

Here is a summary of the four changes. The four changes are spelled out in great detail at the end of this letter.

Item #1: Increase the land use application notification period

Item #2: Require land use applications to be fully completed

Item #3: Provide more time for Community Planning Organizations to do their work, without increasing the length of the overall land use process

Item #4: Amend pre-application conference procedures to issue a "request for response" to the appropriate CPOs

Please accept and recognize this letter as direct citizen involvement in land use planning for the community of Oak Grove. These requests have been discussed and presented to the county at various meetings over an extended period of time. We request that these our small changes be added to the 2017-18 Planning Division Work Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Baldwin van der Bijl", is written over a horizontal line.

Baldwin van der Bijl
Chair Oak Grove Community Council
3416 SE Naef Rd. Oak Grove, Oregon

Details of request for four changes to be added to the 2017-18 Planning Division Work Program.

1. Amend ZDO 1307.09(A)(1) to increase the land use application notification period for type II procedures to 35 days, consistent with type III and type IV procedures (up from 20). This will allow CPOs enough time to review applications at regularly scheduled monthly public meetings before issuing a response to the Planning Division.

2. Amend ZDO 1307.07(C) to require land use applications to be fully completed before the Planning Division can accept the application as complete. This could reduce the volume of work required to be performed by Planning Division staff for a given application during the target "60-day" application turnaround period. Presently, when aspects of proposals are not shown to be in compliance with approval criteria on the application materials, Planning Division staff will apply conditions of approval to guarantee compliance. This practice prevents the CPO and neighbors from being allowed to review whether the applicant's response(s) to - or implementation of - the conditions of approval are in compliance with the ZDO's: the decision is rendered and the appeal period ends before applicant is required to produce the documentation for an updated proposal that is demonstrably compliant with all relevant approval criteria. Without an opportunity to review the fully completed proposal prior to the decision being rendered, the CPO and neighbors are deprived of their right to appeal a land use decision as required by state law.

Background: ZDO 1307.07(C)(1) specifies the minimum requirements for an application to be accepted as complete; ZDO 1307.07(C)(1)(b) requires "A completed supplemental application form, such form to be prescribed by the Planning Director, or a written statement addressing each applicable approval criterion and standard and each item on the supplemental application form." ZDO 1307.07(C)(2) allows the Planning Director sole discretion to waive the (1)(b) (and the (1)(c)) requirement.

Proposal: Amend 1307.07(C) to modify "or" to "and," as shown here: "A completed supplemental application form, such form to be prescribed by the Planning Director, ~~or~~and a written statement addressing each applicable approval criterion and standard and each item on the supplemental application form."

Proposal: Amend 1307.07(C) to eliminate (2) or to remove Director's authority to waive the (1)(b) requirement.

3. To provide more time for Community Planning Organizations to do their work, without increasing the length of the overall land use process, we ask that

Community Planning Organizations be sent a brief email as soon as applications are deemed complete. This would serve as a heads-up to Community Planning Organizations, and allow us to begin earlier on the collective work needed. In addition, we ask that Community Planning Organizations be emailed the required land use application notices and materials, which will make it possible to distribute this information more accurately and effectively within our organizations and communities, giving us more time to review proposals against the applicable approval criteria before the comment period closes.

4. Amend pre-application conference procedures to issue a "request for response" to the appropriate CPOs at the same time as and containing the same information as is done for County agencies, in advance of scheduled pre-application conferences for type II and type III procedures, and include the CPO's response in the written summary (ZDO 1307.05(E)) delivered to the applicant. Amend 1307.05(A) to: "*Purpose: Pre-application conferences are intended to familiarize applicants with the requirements of this Ordinance; to provide applicants with an opportunity to meet with County staff to discuss proposed projects in detail; to learn of any concerns of the area Community Planning Organization; and to identify standards, approval criteria, and procedures prior to filing a land use permit application.*"

Buehrig, Karen

From: Jennings Lodge CPO <jenningslodgcpo@gmail.com>
Sent: Thursday, December 08, 2016 2:16 PM
To: Buehrig, Karen
Cc: Bernard, Jim; Savas, Paul; Schrader, Martha; Ken Humberston; McCallister, Mike
Subject: Input for the Clackamas County 2017-18 Planning Work Program

To: Karen Buehrig, Clackamas County Planning Division, karenb@clackamas.us
 From: Karen Bjorklund, on behalf of the Clackamas County **CPO Summit**
 Re: Input for the Clackamas County 2017-18 Planning Work Program

Thank you for the invitation to submit proposed projects for the Planning Division work program for the 2017-2018 fiscal year.

The proposals below are submitted jointly by Community Planning Organizations representing more than half of Clackamas County's recognized Community Planning Organizations, and their respective citizens:

Aurora-Butteville-Barlow CPO; Beaver Creek Hamlet/CPO; Boring CPO; Clackamas CPO; Far West Association of Neighbors; Firwood Neighbors; Holcomb-Outlook CPO; Jennings Lodge CPO; Ladd-Hill NA; Molalla CPO; Oak Grove Community Council; Rhododendren CPO; South Clackamas CPO; Stafford-Tualatin Valley CPO; and Sunnyside United Neighbors.

Earlier Notice to CPOs about Land Use Applications; Email Communication to CPOs on Land Use

The amount of time that Community Planning Organizations are given by the County to gather information, communicate with their Boards and members, and get recommendations back to the County by the specified deadline, is too short to get that work done in the volunteer Community Planning Organization environment. This greatly hampers our ability to adequately represent our communities in the land use process. To provide more time for Community Planning Organizations to do their work, *without* increasing the length of the overall land use process, **we ask that Community Planning Organizations be sent a brief *email as soon as applications are deemed complete***. This would serve as a heads-up to Community Planning Organizations, and allow us to begin earlier on the collective work needed.

In addition, **we ask that Community Planning Organizations be *emailed* the required land use application notices**, which will make it possible to share this important information faster and more accurately with our organizations and communities, giving us more time to develop recommendations before the comment deadline.

We recognize that these two requests could be done either administratively, or as changes to the Zoning Ordinance. Our goal is the end result, and we welcome the Planning Division designating whichever approach works best for them to achieve that result.

CPOs & Local Appeal Review Authority:

According to ZDO Section 1307, there is no local County appeal for land use decisions in which a Hearings Officer is the Initial Decision Review Authority. Such decisions can only be appealed to the State Land Use Board of Appeals, an expensive and time-consuming process. This makes it almost impossible for a Community Planning Organization to effectively represent the feelings and wishes of its community in a disputed

case. **We ask that Community Planning Organizations be able to appeal Hearings Officer decisions locally and directly to the Clackamas Board of County Commissioners, the body elected by the citizens to represent their interests,** for local review and reconsideration. Such a local appeal process could be incorporated into Section 1307 of the Clackamas County Zoning Ordinance.

In past discussions with Planning staff on this subject, the concern has been raised about incorporating a local appeal and still meeting the State requirement to take final action on an application within the State's specified time limits, the shortest limit being 120 days (from when the application is deemed complete) for land inside the urban growth boundary. The City of Portland is also subject to a State- required 120-day limit, like all cities; and now provides for local appeal of Hearings Officer decisions to their City Council, on land use procedures involving hearings (Chapter 33.720.020 F). It may be useful to learn from how they have structured the process in order to meet the 120-day deadline.

Please let us know if you have questions or if there is anything we can do to help you with these proposals.

[Spam](#)

[Not spam](#)

[Forget previous vote](#)

From: Far West CPO
To: Gary Hewitt, Lorraine Gonzales
Date: Nov. 30th, 2016
Subject: Mass Gatherings

At the Far West CPO meeting November 30th concerns about mass gatherings without permits was discussed. Far West CPO requests that Clackamas County eliminate mass gatherings events that do not require permits. We believe that such events should directly be related to farming or timber, in EFU, TBR, and AG/F Districts. The rules for these type of events already exist in Clackamas County ZDO's for: Home Occupation host events, AgTourism events, and Commercial Activity events.

Section 806 for HOME OCCUPATIONS TO HOST EVENTS
Section 401.05 D(3),(4),(5),(8),(9) for APPROVAL CRITERIA FOR SPECIFIC USES in Agriculture Districts

Allowing mass gatherings without permits causes stress and costs on neighbors, police and fire departments, and Clackamas County. In ORS 433.763, these events can have less than 3,000 people, or last less than 120 hours (5 days) within a 3 month period, can transfer event from property to property, can occur every 90 days and NOT require a permit and NOT need to meet code for hours of event, noise, damage to surrounding properties, traffic control, sanitation, health and safety etc.

Sincerely

Elaine Newland, secretary of Far West CPO

433.763 Compliance with land use regulations required

Any gathering of more than 3,000 persons which continues or can reasonably be expected to continue for more than 120 hours within any three-month period and any part of which is held in open spaces shall be allowed by a county planning commission if all of the following occur:

Also see 197.015 10(d)

Does not include, except as provided in ORS **215.213 (Uses permitted in exclusive farm use zones in counties that adopted marginal lands system prior to 1993)(13)(c)** or **215.28 (Uses permitted in exclusive farm use zones in nonmarginal lands counties) (6)(c)**, authorization of an outdoor mass gathering as defined in ORS **433.735 Definitions for ORS 433.735 to 433.770**), or other gathering of fewer than 3,000 persons that is not anticipated to continue for more than 120 hours in any three-month period;

ZDO 401.05

D. Commercial Uses 1. The home occupation shall not unreasonably interfere with other uses permitted in the EFU zoning district and shall not be used as justification for a zone change. 2. A landscape contracting business, as defined in ORS 671.520, or a business providing landscape architecture services, as described in ORS 671.318, if the business is pursued in conjunction with the growing and marketing of nursery stock on the land that constitutes farm use. 3. A single agri-tourism or other commercial event or activity in a calendar year that is personal to the applicant and is not transferrable by sale of the tract, subject to ORS 215.239, 215.283(4)(a), and (6) and the following: a. Agri-tourism events shall not include any mass gatherings or other outdoor gatherings; and b. "Incidental and subordinate", as related to agri-tourism, means that the event or activity is strictly secondary and ancillary to on-site farming in terms of income generated, area occupied, and off-site impacts; and c. "Agri-tourism", means a commercial event or activity that is logically, physically, and/or economically connected to and supports an existing on-site farm operation and promotes the practice of agriculture. CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE 401-27 Last Amended 1/4/16 4. Agri-tourism for up to six events or other commercial events or activities in a calendar year that is personal to the applicant and is not transferrable by sale of the tract, subject to ORS 215.239, 215.283(4)(c), and (6) and the following: a. Agri-tourism events shall not include any mass gatherings or other outdoor gatherings; and b. "Incidental and subordinate", as related to agri-tourism, means that the event or activity is strictly secondary and ancillary to on-site farming in terms of income generated, area occupied, and off-site impacts; and c. "Agri-tourism", means a commercial

event or activity that is logically, physically, and/or economically connected to and supports an existing on-site farm operation and promotes the practice of agriculture. 5. A winery license, as provided under ORS 215.452 for the first six of an 18-day limit for agri-tourism or other commercial events, is not a land use decision or a permit but is subject to administrative review to determine the following conditions can be satisfied: a. The term of the approval shall not exceed five years; and b. Subsections 806.03(I), (L), (N), (O), and (P). 6. A winery bed and breakfast facility as provided for in ORS 215.452 and 215.453 as a home occupation subject to ORS 215.448, on the same tract as a winery and in association with the winery, and the following: a. The maximum number of guest rooms allowed for the bed and breakfast facility shall be seven. b. May prepare and serve two meals per day to registered guests of the bed and breakfast facility; and c. Meals may be served at the bed and breakfast facility or at the winery; and d. No guest shall stay more than 60 days in any one-year period. An accurate, up-to-date guest register shall be maintained and available for review by any authorized agent of the County or state. e. To exceed the maximum number of guest rooms allowed for the bed and breakfast facility will require review under Section 1203. CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE 401-28 Last Amended 1/4/16 7. A large winery with a restaurant in conjunction with a winery as described in ORS 215.453 that is open to the public for more than 25 days in a calendar year or the provision of private events in conjunction with a winery as described in ORS 215.453 that occur on more than 25 days in a calendar year, subject to the following: a. Other events and activities not included in a large winery by statute shall only include commercial activities that are in conjunction with farm use; b. The commercial activities shall be essential to the practice of agriculture; c. "Incidental", as related to a winery, means that all goods and services shall be included in the 25 percent incidental gross sales income limit, whether provided directly by the winery or indirectly by a third party, such as but not limited to a caterer; and d. Goods and services provided by a restaurant on a large winery open more than 25 days per calendar year are not included in the meaning of incidental. 8. Commercial activities in conjunction with farm use, including the processing of farm crops into biofuel that exceeds the standards of ORS 215.203(2)(b)(K) or Subsection 401.05(B)(1). The commercial activity shall be essential to the practice of agriculture. 9. Agri-tourism for up to 18 additional events or other commercial events or activities in a calendar year that occurs more frequently or for a longer period of time, on a minimum 80 acre tract, subject to ORS 215.239, 215.283(4)(d), (5), and (6) and the following: a. Agri-tourism events shall not include any mass gatherings or other outdoor gatherings, and b. "Incidental and subordinate", as related to agri-tourism, means that the event or activity is strictly secondary and ancillary to on-site farming in terms of income generated, area occupied, and off-site impacts; and c. "Agri-tourism", means a commercial

event or activity that is logically, physically and/or economically connected to and supports an existing on-site farm operation and promotes the practice of agriculture.



jenningslodgpecpo@gmail.com

Proposed Amendments to ZDO 1002.04: Add Tree Mitigation Requirement for Trees Cut Down for Development

Although mitigation could not wholly replace a community's natural air quality filtration systems and surface water drainage systems lost when large mature trees (especially large numbers of them) are cut down for development (at least in the short term), nor wholly undo the negative impacts to community aesthetics and neighborhood character, mitigation standards involving planting new trees could provide communities with some recompense for the effects of any tree cutting that may be allowed for development; and with time, replace *some* of what has been lost. Mitigation standards would also provide specific requirements that developers can use as they plan their projects, and is a common part of tree ordinances elsewhere in Oregon. Such mitigation standards are meant to be used in conjunction with other ordinances that protect existing trees and other natural resources as part of development, and would address whatever portion of trees on a development site are allowed to be removed according to preservation standards. [The subject of preserving existing trees was addressed separately in the Jennings Lodge CPO's previous proposal document.]

Basic language for mitigation already exists in ZDO Subsection 706.10 (A) (6 & 7) for Habitat Conservation Areas, and can be adapted for use in this circumstance. The mitigation standards relating to trees cut for development should include:

- **Required Compliance with Mitigation Standards.** (Reference 706.10 (A) (6).)
If development is approved in an urban residential zoning district, which allows cutting or removing trees over 6" in diameter at breast height (dbh), compliance with the following mitigation standards shall be required.

- **Required Planting of New Trees, Required Plants and Densities.** (Reference 706.10 (A) (6)(a) i and ii., and Table 706-6: Tree Replacement.)
Planting of new trees shall be required in mitigation for cutting or removal of existing trees over 6" dbh, with the exception of dead trees and invasive tree species.

All mitigation trees shall be native species. The mitigation requirements shall be calculated based on the number and size of trees that are removed from the site. Trees that are removed from the site shall be replaced as shown in Table X-X. Conifers shall be replaced with conifers. The mitigation planting required in Table X-X: Tree Replacement must be completed within five years of the date the existing trees are cut down.

Table X-X: Tree Replacement

<u>Size of Tree to be Removed (inches in diameter at breast height)</u>	<u>Number of Trees to be Planted</u>
<u>6 to 12</u>	<u>2</u>
<u>Over 12 to 18</u>	<u>3</u>
<u>Over 18 to 24</u>	<u>5</u>
<u>Over 24 to 30</u>	<u>7</u>
<u>Over 30</u>	<u>10</u>

- **Plant Size for Planting Mitigation Trees.** (Reference Washington County Article IV Development Standards, 407-8.3 and 407-8.4.)

Plant Size. Deciduous mitigation trees shall be fully branched, have a minimum caliper of one and one-half (1½) inches, and a minimum height of eight (8) feet at the time of planting. Conifer mitigation trees shall be fully branched, and have a minimum height of six (6) feet at the time of planting.

- **Required Locations for Planting Mitigation Trees.** (Reference 706.10 (A) (7).)

All mitigation trees shall be planted on the subject property, and may be any combination of street trees, yard trees, and open space/park trees (if open space or park is included in the development plan). Mitigation trees shall be protected and preserved after the monitoring period expires by a restrictive covenant, or a conservation easement or public dedication if the trees are located on a separate open space or habitat conservation area tract of the development.

Off-site mitigation within the same subwatershed (6th Field Hydrologic Unity Code) may be approved for part or all of the required mitigation, if the applicant provides evidence substantiating that:

- It is not practical to complete the mitigation on-site; and
- The applicant possess legal authority to conduct and maintain proposed off-site mitigation, and that the mitigation trees will be protected from development after the monitoring period expires by a restrictive covenant, conservation easement, or public dedication.

- **Requirements for Ensuring Mitigation Tree Survival.** (Reference 706.10 (A) (6)(g).)

Tree Survival. Trees that die shall be replaced in kind to the extent necessary to ensure that a minimum of 80 percent of the trees initially required shall remain alive on the fifth anniversary of the date that the mitigation planting is completed.

Monitoring and Reporting. Monitoring of the mitigation site shall be the ongoing responsibility of the applicant. For a period of five years following the date that the mitigation planting is completed, the applicant shall submit an annual report to the Planning Director documenting the survival of the trees and shrubs on the mitigation site. If property containing mitigation trees is sold within the five-year period, the sales agreement shall contain a provision allowing the applicant, applicant's agent/contractor or the County access to the property for the purpose of planting and maintaining the survival of the mitigation trees until the end of the period of five years following the date that the mitigation planting is completed. In lieu of complying with the monitoring and reporting requirement, the applicant may post with the County a performance bond, or other surety acceptable to the County, in an amount sufficient to cover costs of plant material and labor associated with site preparation, planting, and maintenance. An applicant who elects to post a surety shall be subject to Subsection 1311.02



520 SW Yamhill St.
Suite 235
Portland, OR 97204

E. Michael Connors
503-205-8400 main
503-205-8401 direct

mikeconnors@hkcllp.com

January 5, 2017

EMAIL AND FIRST CLASS MAIL

Mike McCallister
Clackamas County Planning Director
Development Services Building, 2nd floor
150 Beaver Creek Road
Oregon City, OR 97045

Re: 2017-2018 Long Range Land Use Planning Work Program
Unincorporated Rural Communities - Commercial Size Limitations
My client: Embree Asset Group, Inc.

Dear Mike:

I represent Embree Asset Group, Inc. ("Embree") regarding a potential Dollar General store development project in Rhododendron, Clackamas County. The subject property is located in Rhododendron and zoned Rural Tourist Commercial ("RTC"). As we discussed last week, Embree cannot move forward with this project under Clackamas County's current regulations which impose a strict 4,000 sq. ft. size limitation on commercial uses in unincorporated rural areas without any exceptions. The County originally considered implementing exceptions to this general size restriction when it adopted these regulations in 2015, but it elected to defer that issue to a later date. I am submitting this letter on behalf of Embree to request that the County consider these exceptions as part of the 2017-2018 Work Program for the reasons provided herein.

As you know, the County amended its rural commercial zoning district standards in 2015 pursuant to Ordinances ZDO-252 and ZDO-253. Ordinances ZDO-252 and ZDO-253 replaced ZDO Section 505 with ZDO Section 513. The new ZDO Section 513 standards were adopted in large part to ensure consistency with the State law restrictions on commercial uses in rural unincorporated communities. OAR 660-022-0030(4) provides that "County plans and land use regulations may authorize only the following new commercial uses in unincorporated communities: (a) Uses authorized under Goals 3 and 4; (b) Small-scale, low impact uses; (c) Uses intended to serve the community and surrounding rural area or the travel needs of people passing through the area." For rural unincorporated areas, small-scale, low impact uses are limited to a building not exceeding 4,000 square feet of floor space. OAR 660-022-0030(10).

The original version of ZDO Section 513 recommended by the Planning Commission included language that essentially mirrored the size restrictions in OAR 660-022-0030. In particular, ZDO Table 513-2 provided exceptions to the 4,000 sq. ft. maximum size limitation on rural

Page 2
January 5, 2017

commercial uses, including a provision that this general size limitation does not apply to "Uses intended to serve the community and surrounding rural area or the travel needs of people passing through the area." This language effectively incorporated the exception allowed under OAR 660-022-0030(4)(c).

During the Board of County Commissioners review stage, however, the County staff recommended that the Board defer the adoption of any exceptions to the general 4,000 sq. ft. size limitation to provide more time to work with community representatives and a more robust review of this issue by the Planning Commission. The April 8, 2015 staff report to the Board explained the purpose for this recommended deferral as follows:

"Table the amendments to the provisions that allow exceptions to the maximum commercial use floor area standard in the Rural Commercial District, as well as the proposed addition of exception provisions in the Mountain Recreational Resort and Rural Tourist Commercial Districts. Staff is working with representatives for the Government Camp community to develop recommendations for several development standards, and would like to add maximum commercial building area exceptions to that discussion. In addition, a more robust review by the Planning Commission on the issue may be appropriate given the possibility that large commercial uses in rural communities could significantly impact the character of those areas. Staff proposes to revisit the issue as part of the next phase of ZDO audit work later this year. As a result, staff recommends edits to the drafts of Sections 317 and 513 as shown on Attachment A." (Emphasis added).

Based on this staff recommendation, the Board adopted ZDO Section 513 standards with a strict 4,000 sq. ft. maximum size limitation on rural commercial uses and no allowances for exceptions or variances.

Embree is requesting that the County revisit this issue as part of its 2017-2018 Long Range Land Use Planning Work Program for multiple reasons. First and foremost, the Board deferred this issue in 2015 with the assumption that it would be addressed as part of the next phase of ZDO audit work in late 2015. There appears to have been a consensus at that time that there should be some exceptions to the general 4,000 sq. ft. size limitation and it was just a matter of determining what particular exceptions should be allowed. However, it has been two years since the Board adopted ZDO Section 513 and the process to consider these exceptions has still not been started. The plan to revisit this issue is well overdue and should be addressed in the next Work Program.

Second, the County's current restrictions on rural commercial uses are more restrictive than and inconsistent with the State law. As previously noted, OAR 660-022-0030 specifically allows for exceptions to the 4,000 sq. ft. size limitation. Since the County adopted ZDO Section 513 in large part to ensure compliance with OAR 660-022-0030, the County should be concerned about maintaining local regulations that are significantly more restrictive than the State regulations they were intended to address. Most Oregon counties adopted local regulations that allow for some exceptions to the general 4,000 sq. ft. size limitation consistent with State law. For example, Embree has been working with other counties in Oregon (Josephine, Lane & Hood River Counties) on Dollar General projects and those counties provide some exceptions to the

Page 3
January 5, 2017

general size limitation consistent with State law. We believe Clackamas County should take the same approach as DLCD and other Oregon counties that recognize the need for some exceptions to the general 4,000 sq. ft. size limitation.

Third, Clackamas County is losing out on potential development projects and economic growth opportunities in its unincorporated rural communities due to the rigid 4,000 sq. ft. size limitation. Embree's Dollar General project is just one example of such an opportunity. Dollar General predominately locates its stores in unincorporated rural areas but requires more than 4,000 sq. ft. of space. Dollar General relied on the exceptions to the 4,000 sq. ft. size limitation recognized in State law to site stores in other Oregon counties. Until Clackamas County is able to implement some exceptions to the 4,000 sq. ft. size restriction, Dollar General and similar businesses will not be able to site stores in these areas.

Fourth, we believe the County's consideration of exceptions to the 4,000 sq. ft. size limitation is a fairly discrete issue that will not require much County staff time and resources. OAR 660-022-0030 already provides a framework for the types of acceptable exceptions. The County already reviewed this issue as part of its adoption of Ordinances ZDO-252 and ZDO-253 and therefore it will not be starting from scratch. Since this particular issue should not require much County staff time and resources in comparison to typical work program issues, there is no reason to defer consideration of this issue any further.

We appreciate your consideration of our request and your willingness to present it to the Planning Commission at their January 23, 2017 meeting. If you have any questions regarding our request, please do not hesitate to contact me.

Very truly yours,

HATHAWAY KOBACK CONNORS LLP



E. Michael Connors

EMC/pl
cc: Embree Asset Group, Inc.

Buehrig, Karen

From: Joseph Edge <joseph.edge@gmail.com>
Sent: Monday, November 14, 2016 2:04 PM
To: Buehrig, Karen
Cc: Neumann Linda; Sawyer, Fred; Powers Carol; Harding Jennifer; Rogalin, Ellen; Gibson Terry; Lewis-Wolfram Cyndi; Kemper Barbara; Sandra McLeod; Mastronarde Carol; Emberlin Brent; Magnuson Pete; Olson Brad; Ed Gronke
Subject: MAP-IT Proposals for Planning Division 2017-18 Work Program (2 of 2)
Attachments: PlanningDepartmentWorkPlanRequests2017-18CompPlan.pdf

To:
Karen Buehring
Transportation Planning Supervisor
Department of Transportation and Development
Clackamas County

RE: MAP-IT Proposals for Planning Division 2017-18 Work Program (**2 of 2**)

Project summary:

A Comprehensive Plan Update to introduce a new Plan District for the geographic area identified by the approved Mcloughlin Area Plan.

The *McLoughlin Area Plan Implementation Team* (MAP-IT) has directed its *Land Use & Transportation Committee* to submit this request for a *Comprehensive Plan Update to introduce a new Plan District that implements the Mcloughlin Area Plan*, to be included in the Planning Division's annual work program for the coming 2017-18 fiscal year. After an extended public process beginning in 2009, resulting with the *Mcloughlin Area Plan Phase 1 and Phase 2* reports that were ultimately approved by the Clackamas County Board of Commissioners in 2016, MAP-IT seeks the inclusion of *Land Use and Transportation* elements of the *Mcloughlin Area Plan* in the county's official long-range planning document, the *Clackamas County Comprehensive Plan*, by introducing a new Plan District, coterminous with the geographic area defined within the *Mcloughlin Area Plan*, to specify *supplemental Issues, Goals, and Policies* based on a review of the approved *Mcloughlin Area Plan* reports and a subsequent public outreach process.

Please see the file attachment for the project description.

Thank you,

Joseph P Edge
Chair, Land Use & Transportation Committee
Mcloughlin Area Plan Implementation Team

cc: Mcloughlin Area Plan Implementation Team

From: Renhard, Darcy

Project summary:

A *Comprehensive Plan Update* to introduce a new *Plan District* for the geographic area identified by the approved *Mcloughlin Area Plan*.

Project description:

The Comprehensive Plan update process should result in supplemental Issues, Goals and Policies for the Plan District that seek to implement the *Community Values* and *Guiding Principles* of the *Mcloughlin Area Plan*, and other content within the *Mcloughlin Area Plan Phase 1* and *Phase 2* reports approved by the Board of County Commissioners in 2016. Further refinement of the draft amendments should occur following public outreach, for which MAP-IT would consider offering our budget allocation for a public meeting or series thereof.

This process may result in proposed amendments to other long-range planning documents and/or the Zoning and Development Ordinance as deemed appropriate by Planning Division staff.

Buehrig, Karen

From: Gonzales, Lorraine
Sent: Tuesday, December 06, 2016 4:36 PM
To: Buehrig, Karen
Subject: FW: Draft Business & Econ Development & Parks Work program 2017-18

Karen,

Darcy needs the work program by Wednesday noon, December 7. I cc'd you on an email I sent to Gary Barth regarding editing the draft shown below. If Gary does not respond prior to our deadline, I think we are ok for the work session with the PC next week.

I have asked Gary to send you his edits. Let me know if you have questions.

Thank You

From: Gonzales, Lorraine
Sent: Monday, December 05, 2016 11:17 AM
To: Barth, Gary <GaryBar@co.clackamas.or.us>
Subject: Draft Business & Econ Development & Parks Work program 2017-18

Gary,

Please see the *DRAFT* narratives below for the Economic Opportunities Analysis and Parks (North Clackamas Parks and Recreation and County Parks). Please edit at will and let me know if you have any questions.

Economic Opportunities Analysis:

The Business and Economic Division proposes to begin an Economic Opportunity Analysis (EOA) for the unincorporated and incorporated areas of Clackamas County. The EOA will include multi-jurisdictional coordination of 14 cities and unincorporated areas of Clackamas County. A number of cities within Clackamas County have varying ranges of completed Economic Opportunities Analysis, however a majority of these products are in need of updates.

Clackamas County adopted the Clackamas County Goal 9, a version of an Economic Opportunities Analysis, on February 24, 1989. This document did not include incorporated areas of Clackamas County and left all urban service lands within unincorporated Clackamas County to the cities serving those areas.

An updated Economic Opportunities Analysis in collaboration with all Clackamas County jurisdictions will provide a through look at the economic development abilities each jurisdiction offers, and may assist to help strengthen economic capabilities and opportunities within the various jurisdictions.

Added Notes: Efforts to update the EOA may involve policy changes to Goal 9 but will not trigger a Periodic Review Process. In Spring of 2017 is the DLCD deadline to take in technical assistance grants for the 2017-18 fiscal year. This is a two year grant. I believe Jamie Johnk had started to work on this grant material prior to her departure.

North Clackamas Parks and Recreation District:

Update of the Clackamas County Comprehensive Plan to address the North Clackamas Parks and Recreation documents.

Clackamas County Parks:

Planning and Zoning Division to assist the Clackamas County Parks District in the Master Planning process for Barton Park, Metzler Park, and Feyrer Park. The need to update the master plans are predicated on the increasing demands to use the parks. The parks occupancy rates from Friday to Sunday from May 15-August 30 are 90%. Between July – August the average occupancy rate are nearly 100%. These consistent demands have force park closures due to lack of available parking. The master plan tasks will include:

1. Barton Park Complex Master Plan –
 - a. Scope of Work Objectives
 - i. Align Barton Park assets with adjoining properties currently held by Metro and DTD as the Barton Park Complex Master Plan
 - Metro currently owns property between Barton Park and the Barton Store (consideration of acquisition or lease)
 - DTD owns property identified as the Pit Property that is slated to be transferred to Barton Park upon completion of current DTD Reclamation Plan
 - ii. Identify and realign Barton Park Road features to improve traffic flow and utilization (i.e. ticket booth, West Campground access, pedestrian pathway)
 - iii. Provide Barton Park connectivity to the Cazadero Trail (owned by State Parks) to serve as epicenter of Cazadero Trail recreation opportunities
 - iv. Identify new Barton Park services associated with the Cazadero Trail – (i.e. Equestrian Trailhead Parking, Equestrian Campsites)
 - v. Identify opportunities to provide connectivity and access to Metro’s River Island natural area
 - vi. Marketing Plan to increase midweek overnight camping stays
 - vii. Shuttle Service feasibility study - Barton Park and Carver Boat Ramp shuttle system to lessen the parking impact associated with high park use during summer river recreation season
 - viii. Update Deferred Maintenance and Repair/Replace Schedule
 - b. Needs – Last Master Plan update – 2004
 - i. Planning facilitation – Prepare RFP and Scope of Work for outside contractor
 - ii. Oversee work of outside contractor
 - iii. Coordinate engagement with partners – State Parks, Metro and DTD Road Maintenance
2. Metzler Park Master Plan –
 - a. Scope of Work Objectives
 - i. Feasibility of increasing overnight camping facilities
 - ii. Update Deferred Maintenance and Repair/Replace Schedule
 - iii. Marketing Plan to increase midweek overnight camping stays
 - iv. Design and install Disc Golf Course
 - b. Needs – Last Master Plan update – 2004
 - i. Planning facilitation – Prepare RFP and Scope of Work for outside contractor
 - ii. Oversee work of outside contractor
3. Feyrer Park Master Plan -
 - a. Scope of Work Objectives
 - i. Feasibility of increasing overnight camping facilities
 - ii. Update Deferred Maintenance and Repair/Replace Schedule
 - iii. Marketing Plan to increase midweek overnight camping stays
 - iv. Design an improved boat launch facility to Molalla River
 - b. Needs – Last Master Plan update – 2004
 - i. Planning facilitation – Prepare RFP and Scope of Work for outside contractor
 - ii. Oversee work of outside contractor
 - iii. Coordinate engagement with partners – Oregon State Marine Board, Oregon Fish and Wildlife, DTD Planning

The overriding questions for consideration is does the County invest more on camping site for weekend or should the focus be on promoting mid-week usage of the parks.

Thank You

Lorraine Gonzales, Senior Planner

Clackamas County Planning & Zoning Division

150 Beaver Creek Rd,

Oregon City, OR 97045

(503) 742-4541

lorrainego@co.clackamas.or.us

Karen Buehring
 Transportation Planning Supervisor
 Department of Transportation and Development
 Clackamas County

RE: NCUWC Proposals for Planning Division 2017-18 Work Program

The North Clackamas Urban Watersheds Council submits this request for including three long-range planning projects in the Planning Division 2017-18 Work Program that, if completed, will advance the mission of NCUWC and support plans, efforts and investments that have been made by Clackamas Water Environment Services, Oak Lodge Sanitary District, the Oregon Department of Fish and Wildlife, and others. These project proposals originated with and were refined by NCUWC's *Issues and Opportunities Committee* over two months and were presented to and discussed by the NCUWC Board on December 21, 2016.

The three projects proposed by NCUWC:

1. Clackamas County Wildlife Movement Strategy
2. Phillips Creek Greenway Framework Plan Implementation
3. Clackamas County Endangered Anadromous Fish Recovery Plan

The project descriptions are as follows:

1.

Project Title: Clackamas County Wildlife Movement Strategy

Project Description: A project to create a long range plan to implement the goals of the *Oregon Wildlife Movement Strategy* to connect the Mount Hood National Forest and contiguous habitat with the Willamette River Greenway and contiguous habitat; including connections through the urban part of the county utilizing existing Habitat Conservation Areas, Water Quality Resource Areas, Floodplain Management Districts, lands with steep slopes or hazardous soils that are not suitable for development, designated or planned Greenways, natural areas, parklands, public and privately owned conservation parcels and tracts, public rights-of-way, and any other lands identified as or suitable for use as wildlife linkages. The Goals of the *Oregon Wildlife Movement Strategy*, part of the *Oregon Conservation Strategy*:

1. Maintain and improve existing conditions suitable for natural movement of animals across the landscape.
2. Improve safety for the traveling public.
3. Provide a venue for interagency cooperation and collaboration on wildlife movement issues in Oregon.
4. Develop guidance and recommendations for stakeholders to address wildlife movement issues in Oregon.

Actions and outcomes for this project include amendments to the *Comprehensive Plan, Zoning and Development Ordinance*, and *Clackamas County Code*, as needed to satisfy the following objectives:

1. Document existing/historic wildlife travel patterns using data available from Metro, ODFW, and NGO's such as The Nature Conservancy, the Xerces Society, public Oregon universities, and other available resources;
2. Identify and prioritize opportunities for reducing habitat linkage fragmentation;
3. Identify road crossings in need of priority treatment to reduce wildlife mortality and private property damage and personal injury resulting from conflicts between the traveling public and wildlife;
4. Assess culverts and bridges for wildlife connectivity;

5. Implement policies and non-lethal procedures for separating/protecting domestic animals and humans from natural predators and other wildlife using the travel corridors, and vice versa;
6. Introduce roadway and bridge construction policies that minimize or mitigate traffic noise and vibration;
7. Identify wildlife travel obstructions requiring mitigation (major obstructions with a distant horizon for removal or redevelopment)
8. Identify and implement land use policies that support defragmentation of travel corridors (e.g., buffers around HCA to restrict fences, grading/paving, and accessory structures, nonnative plants and lighting; codes that restrict use of pesticides, herbicides, traps/snares; allow density transfers from sites with HCA/WQRA to Centers and Corridors; others)

2.

Project Title: Phillips Creek Greenway Framework Plan Implementation

Project Description: Amendments to *Comprehensive Plan* and *Zoning and Development Ordinance*, as needed, to fully implement the *Phillips Creek Greenway Framework Plan*, including:

1. A plan for restoring fish access to and between each segment of the Phillips Creek Greenway;
2. A basin or subbasin plan for managing storm flows and improving water quality;
3. A plan to add green space and active transportation facilities;
4. Identify sites suitable for parks;
5. Reconnect surrounding neighborhoods with habitat-quality nature;
6. Performance measures and monitoring to ensure successful efforts to support the salmon recovery plan within the Phillips Creek basin.

3.

Project Title: Clackamas County Endangered Anadromous Fish Recovery Plan

Project description: A project to plan a coordinated effort across county agencies to mitigate limiting factors for endangered lamprey, salmon and steelhead and actively support recovery efforts, including:

1. Identifying, monitoring and mitigating water quality and temperatures;
2. Identifying, monitoring and mitigating excessive storm flows;
3. New development standards to mitigate limiting factors resulting from changes in land use;
4. Floodplain protection and restoration, including new 500-year floodplain policies;
5. Reconstructing roadways and culverts that impede fish passage or degrade habitat;
6. Daylighting streams, creeks, springs, etc. and restoring natural function and habitat quality.
7. Creation of a program with a full-time employee to serve as a liaison to county, regional, state, and federal agencies to coordinate endangered fish recovery plans and the county's responses to new and evolving data and regulations.

Thank you,

Joseph P Edge
Vice-Chair
North Clackamas Urban Watersheds Council

cc: Terry J Gibson, Chair
cc: Andrew Collins-Anderson, Executive Director

From: Buehrig, Karen
Sent: Monday, October 31, 2016 10:09 AM
To: Buehrig, Karen
Subject: FW: Request for input on the Clackamas County 2017/18 Long Range Planning Work program

More details from conversation with Tammy Stevens on Oct 31, 2016

Karen

From: Tammy Stevens [<mailto:tsr@bctonline.com>]
Sent: Sunday, October 30, 2016 10:44 AM
To: Buehrig, Karen <KarenB@co.clackamas.or.us>
Subject: RE: Request for input on the Clackamas County 2017/18 Long Range Planning Work program

We have 4 suggestions:

- Further development of Citizen involvement – CI has decline because CCI has gone away. Need ongoing support for Hamlets and Villages. Have seen movement. Do have staff liaison, working through so of the issues. Work to get active CPO's in area. CCI didn't just meeting but went out to meetings. Conduit to county. They were there to help out.
- Beavercreek Road – be able to walk/bike on the shoulder from the Hamlet downtown to Henrici Road
- Additional local employment lands – More push for whole county to stop exodus of employees to other County. Need industrial and commercial lands in Clackamas County. For globally look.
- Complete the urban/rural reserves – Need resolution of with respect to Urban and Rural reserves.

If you have any questions or would like to discuss further, please give me a call.

Thanks so much Karen for the thorough explanation... I read your email to the Hamlet and they too were appreciative.

Tammy Stevens
 The Hamlet of Beavercreek
 503.632.3552

From: Buehrig, Karen [<mailto:KarenB@co.clackamas.or.us>]
Sent: Tuesday, October 25, 2016 10:13 AM
To: Tammy Stevens
Subject: FW: Request for input on the Clackamas County 2017/18 Long Range Planning Work program

Tammy-

Thank you for your questions.

With respect to the "Long Range Planning Program", it is a bit of rebranding that has been underway for the past two years. As you know, the county has been doing long range planning for years, and it has been handled by various work groups. In 2012-13, the Planning and Zoning team started getting input from the public on long range land use work program, and then had that work program approved by the BCC.

Hewitt, Gary

From: Cecie Starr <gonzogramma@gmail.com>
Sent: Wednesday, November 30, 2016 5:57 PM
To: Hewitt, Gary
Cc: Gonzales, Lorraine
Subject: Mass gatherings

Good evening, Gary. The attached information was forwarded to me. Apparently there is not enough time to alert Neighborhood Watch participants and gather responses. However, having volunteered to keep our community's communication lines open for a number of years, I am fairly certain that I speak for many Petes Mountain residents in respectfully asking Clackamas County to not allow mass gathering events that do not have a permit and that are beyond jurisdiction of existing codes.

Kindest regards,
Cecie Carey
1700 SW Schaeffer Road
West Linn

ATTACHMENT:

Far West CPO requests that Clackamas County eliminate mass gatherings events that do not require permits. We believe that such events should directly be related to farming or timber, in EFU, TBR, and AG/F Districts. The rules for these type of events already exist in Clackamas County ZDO's for: Home Occupation host events, AgTourism events, wineries and Commercial Activity events.

Section 806 for HOME OCCUPATIONS TO HOST EVENTS

Section 401.05 D(3),(4),(5),(8),(9) for APPROVAL CRITERIA FOR SPECIFIC USES in Agriculture Districts

Allowing mass gatherings without permits causes stress on neighbors, police and fire departments, and Clackamas County. In ORS 433.763, these events can have less than 3,000 people, or last less than 120 hours (5 days) within a 3 month period, can transfer event from property to property, can occur every 90 days and NOT require a permit and NOT need to meet code for hours of event, noise, damage to surrounding properties, traffic control, sanitation etc.

[Spam](#)

[Not spam](#)

[Forget previous vote](#)

Hewitt, Gary

From: Gregory Breuner <breunerg@gmail.com>
Sent: Wednesday, November 30, 2016 3:46 PM
To: Hewitt, Gary
Subject: eliminate mass gatherings

Gary Hewitt, Please find a way to require permits for 'mass gathering events', with reasonable limitations in Clackamas County. The work you are doing is so important, Rick and I thank you for all the time and energy you are willing to spend on our behalf. Gregory Breuner [p.s. It appears that Rick and I are either brothers or a same sex couple. We don't object to either of these, but I am just a female that got stuck with my grandmother's maiden name....]

[Spam](#)

[Not spam](#)

[Forget previous vote](#)

Hewitt, Gary

From: Sparkle Anderson <sparkleanderson@gmail.com>
Sent: Wednesday, November 30, 2016 8:53 PM
To: Gonzales, Lorraine
Cc: Hewitt, Gary
Subject: MASS GATHERINGS

Dear Lorraine ,

I live on Stafford Road with a Grange Hall in my front field. The Hall is rented out to the public and on occasion to larger groups. The Mass Gatherings on farm land is growing problem

in this area. These non farm gatherings have resulted in vandalism and damage to my property and forced use to sell off our livestock because of liability issues.

I would ask you to please require permits for any events in EFU and FF lands.

Please consider requiring a " BOND " be posted to cover any damage the events may cause.

Limit the size of groups to fit on the property being used without interfering with surrounding uses or neighborhoods

Please use the existing ZDOs and fold MASS GATHERINGS into the process that exists to get ahead of a serious problem coming our way.

The planning schedule for next year would be a perfect time to develop a system to deal with the issues at hand. Please consider this important ,it is to me !

Thank You

Sparkle Anderson

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 BEGIN-ANTISPAM-VOTING-LINKS

 Teach CanIt if this mail (ID 04SesSH6p) is spam:

Spam: <https://mhub.clackamas.us/canit/b.php?i=04SesSH6p&m=8c48192e6ddc&t=20161130&c=s>

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 END-ANTISPAM-VOTING-LINKS

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

Stacey Rungay
P.O. Box 386
Wilsonville, OR 97070

November 30, 2016

RE: Mass Gatherings in Clackamas County

Dear Commissioners and Staff,

I wanted to thank everyone for allowing me to speak at your Board of Commissioners Meeting on September 22nd, 2016 regarding Mass Gatherings Events in Clackamas County and bring to your attention of a Mass Gathering scheduled to occur on September 24th, 2016.

I want to follow up on this Event located at The Sherwood Forest Equestrian Center, 28303 SW Baker Rd., Sherwood, OR 97140. At this Warrior Dash event there were approximately 9,000 participants and over 3,000 spectators according to the Pioneer Commentary representative. There were long lines of vehicles and the loud noises and music started at 7:30 am and continued through out the day. The deconstruction of buildings, obstacles and equipment was not cleared until three days after the event.

I am very concerned as an area resident that there needs to be serious review of these types of events no matter the duration of a Mass Gathering Event. This was also the third event at this location since May 21st, 2016. There needs to be a permit process with guidelines and rules for these types of events on Exclusive Farm Use (EFU) and Forest Lands that are non-conforming with the land zoning in rural Clackamas County.

The health, safety and welfare of the public attending these events as participants, spectators and also the area residence are essential. Without a proper permits process how can anyone prepare for noise control, traffic, parking, trespassing, sanitation, and environmental protection?

Please reconsider the Mass Gatherings proposed code amendments that were put on hold in 2013. These events should to be permitted, just like all other events in non-conforming land use zones in Clackamas County.

Thank you,


Stacey Rungay

To: Board of County Commissioners
 Re: Planning Division 2017-18 Work Program

I am writing to request your consideration of the *Clackamas County Wildlife Movement Strategy* (proposed project #25 in the staff report) in the Department of Transportation and Development's *Transportation Long Range Work Program*.

As proposed, the *Clackamas County Wildlife Movement Strategy* intends to both complement and implement the *Oregon Wildlife Movement Strategy*, a component of the *Oregon Conservation Strategy* that addresses one of the key conservation issues of that strategy: *Barriers to animal movement*. Originally published in 2006, the Oregon Conservation Strategy was updated in 2016 and is produced by the Oregon Department of Fish and Wildlife.

However, there is more to this issue than conservation alone.

The *Oregon Wildlife Movement Strategy* looks to:

- Provide a framework for cooperation
- Promote wildlife movement and habitat permeability
- Reduce the social, economic and environmental impacts of transportation and wildlife conflicts

"Transportation and wildlife conflicts," commonly referred to as "wildlife-vehicle conflicts" (or WVC's), are not only a problem for wildlife, but are a serious threat to the safety of the traveling public on our roadways, including both our rural and urban areas. According to State Farm Insurance, *collisions with deer alone* result in more than \$1 Billion in insurance payouts for damages in the United States each year, with an average cost per claim of \$4,100. A 2016 study by researchers at the University of California in Davis focused on state-operated roads in California estimates wildlife-vehicle conflicts cost the people of that state about \$225 Million each year, with some 4,000 reports annually of wildlife-vehicle conflicts received by the California Highway Patrol and California Transportation Department. However, volunteer observers in California have logged nearly double that amount, 7,000 reports per year, and studies indicate the problem is much worse, with "*chronic under reporting of collisions with [large mammals] in the USA*" (Donaldson and Lafon, 2008; Olson, et al., 2014). Estimates from the best available data suggest 1 million vertebrates run over each day in the United States, however "*the numbers are difficult to measure, and the statistics that are available aren't representative of all the losses.*"

Additionally, roughly 200 people are killed each year due to wildlife-vehicle conflicts in the U.S., according to data from the Insurance Institute for Highway Safety. Many serious injuries and fatalities are the result of collisions that occur secondary to the conflict with wildlife - often the result of maneuvering to avoid a collision with wildlife or from a vehicle becoming disabled in the path of still-moving traffic after sustaining a collision with wildlife.

Some of the next steps cited by the Oregon Conservation Strategy for *Barriers to animal movement* Goal 2: Terrestrial animal movement, includes the following action items:

- Action 2.2. Continue to collect terrestrial wildlife movement data, and refine maps and models to better identify and prioritize wildlife movement corridors.
- Action 2.5. Work with ODOT, county transportation departments, and other partners to

identify and address key areas of wildlife mortality on highways and consider animal movements when planning new roads.

- Action 2.6. Promote strategies to increase permeability of urban landscapes for wildlife.

Although initially submitted by the North Clackamas Urban Watersheds Council as a land-use project proposal for the Planning Division, a substantial component of this project relates to the county transportation system. The memo from the Planning Director to the Planning Commission dated January 30, 2017 states that “*The division anticipates having 2.05 FTE available to assign to long-range land use planning projects in the next fiscal year and 1.8 FTE for long range transportation planning.*” A total of 1.5 FTE are allocated to proposed projects 5 - 10 in the *Draft TRANSPORTATION Long Range Work Program*, which appears to leave room for up to 0.3 FTE of additional work. This work could include, but not necessarily be limited to:

- Developing a finer-grain dataset of wildlife-vehicle conflicts and roadkill inventories
- Initiation of a program to enlist voluntary citizen reports, and possibly reports from county employees, to aid in building this inventory dataset; and
- “Hot spot analysis” to identify the most trouble-prone areas of the transportation system with respect to wildlife-vehicle conflicts.

This project would amount to transportation research to affect future transportation project identification and planning, and future land-use and development planning. Because a major portion of this project involves analysis of the transportation system, the resulting deliverables can directly address transportation safety concerns to assist the county’s *Drive to Zero* transportation system safety goals as well as to inform land use planning that will improve the county’s compliance with state planning goals, and because some opportunity exists with available staff time during the forecast, I respectfully request that you amend the 2017-18 Long Range Planning work program proposal that you ultimately adopt to include project 25, the *Clackamas County Wildlife Movement Strategy*, as a Transportation Long Range Planning project in the coming fiscal year.

Sincerely,

Joseph P Edge
Vice Chairman, North Clackamas Urban Watersheds Council
14850 SE River Forest Drive, Oak Grove, Oregon, 97267

11d
12c
20c

STAFFORD – TUALATIN VALLEY CPO

February 6, 2017

Planning Commission
Dept. of Transportation and Development
150 Beaver Creek Rd.
Oregon City, OR 97045

RE: 2017 Development Services Program – **Citizen Involvement**

SUBJ: Testimony for Hearing February 6, 2017

Members of the Planning Commission,

“Working Hand in Hand with County Government.”
“Citizen Participation is a hallmark of Oregon’s comprehensive planning Program.”
“CPO’s play a larger task of self-governance in Clackamas County”

These are all citations from the Clackamas County Community Planning Organization handbook.

CPO’s, mine included, are having a hard time fulfilling these aspirations, we are asking the County for help.

Please accept this as testimony from the Stafford – Tualatin Valley CPO regarding the recommendations of the “CPO Summit.”

We asked for two rather minor administrative changes:

- (1) CPOs need earlier notice of land use applications. We need an eMail notice when the application is deemed complete with just an abstract to allow us to begin the process of alerting our community.
- (2) CPOs must swiftly distribute applications and land use notices when they are officially issued by the County. We need an electronic copy of the completed application emailed to us at the same time the statute required mailed copy is sent. It’s already been scanned and it would greatly simplify our work. About 5 days can be saved on our end of the distribution. I predict it would double the number that actually gets to the community before their CPO meetings.

The third recommendation is admittedly more far reaching:

(3) We request a change of rules to provide for citizens and CPOs ability to appeal decisions of Hearings Officers directly to the BCC. We believe local review and reconsideration will result in early and less costly settlements. As the situation stands citizens and CPO’s are at a serious disadvantage to the well financed development interests. It deters nearly all appeals, including small scale but community critical cases. If local appeal does not bring about mutual agreement, moving to an appeal venue outside the County (such as the State Land Use Board of Appeals) is still available.

To the first two, as the Chair for the past 4 years I can testify that handling and managing of zoning cases is cumbersome and inefficient. Worse, our citizens suffer from last minute reviews and hastily prepared responses and actions. They usually just ignore my requests due to this frustration with the County’s system. More times than not Land Use Notices arrive between our regular meetings with deadlines for hearing appearance, written testimony or comments before our next meeting. We realize coordinating those mailings with 20 some active CPO’s is impossible.

Our recommendations serve to improve the process with little added effort on the part of Staff. As soon as I would receive the initial “heads up” eMail (upon acceptance as complete) notice would be sent out that there was upcoming activity in that neighborhood.

It is my understanding that none of the CPO Summit initiatives generated any interest at the Planning Staff level. Additionally, I also understand that none of the other proposals from individual CPOs were moved forward.

If CPO participation is still a desirable component of community governance then the Planning Commission should at least instruct the Planning Staff to conduct some form of outreach to the CPO's. We are willing to invest our time the help improve our usefulness and level of benefit to the community.

Very Truly Yours,
Stafford - Tualatin Valley CPO



Walt Gamble,
CPO Chair 2017
Stafford Hamlet Board Officer



520 SW Yamhill St.
Suite 235
Portland, OR 97204

E. Michael Connors
503-205-8400 main
503-205-8401 direct

mikeconnors@hkcllp.com

February 3, 2017

VIA EMAIL

Planning Commission
c/o Mike McCallister, Planning Director
Clackamas County
Development Services Building
150 Beaver Creek Road
Oregon City, OR 97045

Re: 2017-2018 Long Range Land Use Planning Work Program
Unincorporated Rural Communities - Commercial Size Limitations
My client: Embree Asset Group, Inc.

Dear Commissioners:

I represent Embree Asset Group, Inc. ("Embree") regarding a potential Dollar General store development project in Rhododendron, Clackamas County. We previously submitted a comment letter, dated January 5, 2017, requesting that the County revisit the issue of exceptions to the 4,000 sq. ft. size limitation on commercial uses in unincorporated rural areas as part of the 2017-2018 Work Program. The County staff advised us that they do not support our request at this time because they believe it would require property specific notice to the affected area and that such a requirement would take up too many staff resources. The County staff also advised us that if property specific notice was not required, adding this issue to the 2017-2018 Work Program would not require too many staff resources and could be accommodated. The purpose of this letter is to explain why we believe the County should not require property specific notice and therefore can include this request in the 2017-2018 Work Program.

It is important to understand how the County code addressed the rural commercial size issue prior to the 2015 amendments. The pre-2015 code implemented the rural commercial size restrictions set forth in OAR 660-022-0030, but allowed for some flexibility regarding size since OAR 660-022-0030 similarly allows for certain exceptions to the general 4,000 sq. ft. size limitation. We attached a copy of the County's pre-2015 code section addressing this issue - ZDO Section 505. Note that there is a 4,000 sq. ft. size restriction on commercial uses in ZDO 505.07(H), but ZDO 505.07(I) specifically allows for exceptions to the "dimensional standards," which includes the overall size restriction. Therefore, there was some flexibility and process for requesting an increase to the general 4,000 sq. ft. size limitation built into the County code.

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As part of the 2015 code amendment process (Ordinances ZDO-252 and ZDO-253), the County considered amendments to these ZDO Section 505 standards and ultimately repealed ZDO Section 505 and replaced it with ZDO Section 513. The County did not provide property specific notice to the affected communities and property owners in the rural commercial areas for this 2015 amendment process.

During the Planning Commission process for these 2015 amendments, the Planning Commission recommended new standards that allowed for some flexibility regarding size. We attached a portion of the initial staff report to the County Commissioners, which included the Planning Commission's recommendations. Note that these recommendations included language that the 4,000 sq. ft. maximum size limitation does not apply to "Uses intended to serve the community and surrounding rural area or the travel needs of people passing through the area." This language essentially mirrors the size exception allowed under OAR 660-022-0030(4)(c).

At some point during the Board of County Commissioner process, the County staff recommended that the Board defer the question of what specific exceptions to the general 4,000 sq. ft. should be adopted as part of ZDO 513. The attached staff report to the Board, dated April 8, 2015, explained this recommended change as follows:

"Table the amendments to the provisions that allow exceptions to the maximum commercial use floor area standard in the Rural Commercial District, as well as the proposed addition of exception provisions in the Mountain Recreational Resort and Rural Tourist Commercial Districts. Staff is working with representatives for the Government Camp community to develop recommendations for several development standards, and would like to add maximum commercial building area exceptions to that discussion. In addition, a more robust review by the Planning Commission on the issue may be appropriate given the possibility that large commercial uses in rural communities could significantly impact the character of those areas. Staff proposes to revisit the issue as part of the next phase of ZDO audit work later this year. As a result, staff recommends edits to the drafts of Sections 317 and 513 as shown on Attachment A."

As you can see from the staff report, staff recommended removing the exception to the 4,000 sq. ft. size limitation in ZDO 513-7 and changed the variance provisions in ZDO Section 1205 to expressly prohibit the ability to request a variance to the 4,000 sq. ft. size limitation. The Board adopted these staff recommendations. However, the legislative history makes it clear that the Board did not intend to adopt a strict 4,000 sq. ft. size limitation without any exceptions, but rather the Board intended to revisit the size exception issue later in 2015.

Based on this legislative history, we do not believe that the County should delay revisiting this issue any further simply because staff believes property specific notice must be provided for several reasons. First, the County removed the size exceptions as part of the 2015 code amendment process and changed the size exception recommended by the Planning Commission without any property specific notice. If the County did not provide property specific notice for

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purposes of removing exceptions to the general size restriction in 2015, we do not believe the County needs to provide such notice for purposes of adding exceptions back into the code.

Second, the Board deferred this issue with the express understanding that the County would revisit it as part of the next phase of ZDO audit work later in 2015. It has been almost two years and the County still has not revisited this issue. Given that it has been almost two years since the Board adopted ZDO Section 513, the plan to reconsider this issue is well past due.

Third, we are very concerned that if the County refuses to revisit this issue unless property specific notice is provided it will effectively morph the strict 4,000 sq. ft. size limitation into a permanent standard even though the Planning Commission and the Board never intended that result. We understand that there are several competing proposals for the 2017-2018 Work Program and limited staff resources, but that will always be the case for the foreseeable future. Therefore, staff's reluctance to include this proposal in the 2017-2018 Work Program due to lack of resources to handle the property specific notice will continue to be an issue in future Work Programs. As a result, the County may never revisit this issue in the foreseeable future and the strict 4,000 sq. ft. size limitation, which was only intended to be a temporary measure until the exceptions could be more thoroughly considered, would effectively become a permanent standard. The Board approval of the new ZDO 513 standards was clearly not intended to impose a permanent strict 4,000 sq. ft. size standard which is inconsistent with the State law and the standards in most other Oregon counties.

If the Planning Commission agrees to include this issue in the 2017-2018 Work Program without the property specific notice, it can be handled without expending too many staff resources. The County's consideration of exceptions to the 4,000 sq. ft. size limitation is a fairly discrete issue that will not require much County staff time and resources. OAR 660-022-0030 already provides a framework for the types of acceptable exceptions. The County already reviewed this issue as part of its adoption of Ordinances ZDO-252 and ZDO-253 and therefore it will not be starting from scratch. Since this particular issue should not require much County staff time and resources in comparison to typical work program issues, there is no reason to defer consideration of this issue any further.

We appreciate your consideration of our request. We intend to address this issue further at the February 6, 2017 Planning Commission meeting. We appreciate your consideration and look forward to discussing this issue further.

Very truly yours,

HATHAWAY KOBACK CONNORS LLP



E. Michael Connors

EMC/pl

cc: Embree Asset Group, Inc

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

**File ZDO-252
Proposed Zoning and Development Ordinance Amendments
Draft Date 1/20/15**

SECTION 505 IS PROPOSED FOR REPEAL. SEE ATTACHED SUMMARY FOR DETAILS.

505 RURAL COMMERCIAL DISTRICT (RC)

505.01 PURPOSE

This section is adopted to implement the policies of the Comprehensive Plan for Rural Commercial areas.

505.02 AREA OF APPLICATION

Property may be zoned Rural Commercial District when the site has a Comprehensive Plan designation of Rural Commercial and the criteria in Section 1202 are satisfied.

505.03 PRIMARY USES

A. The following are primary uses in the Rural Commercial District:

1. Accounting and income tax services;
2. Antique and second-hand stores;
3. Apparel stores and dressmaking shops;
4. Arts and crafts stores, including manufacturing of the crafts to be sold in that store and craft classes;
5. Auto, truck, and equipment repair services, and sale of replacement parts;
6. Bakeries;
7. Banks, credit unions, and savings and loans;
8. Barber and beauty shops;
9. Bed and breakfast residences and inns, subject to Section 832;
10. Billiard halls with no more than six tables and game rooms which provide no more than 20 mechanical or electronic games of science and skill;
11. Book and stationery stores;
12. Building materials retailers and plumbing, electrical, and building contractors;

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13. Catering establishments;
14. Clothes pressing, alterations, and tailoring shops;
15. Community and government services, such as community action agencies, extension services, fire stations, and post offices;
16. Confectionery stores;
17. Daycare facilities and other adult- or child-care facilities, operated during the daytime, subject to Section 807;
18. Delicatessens and restaurants, excluding drive-in restaurants;
19. Drug stores;
20. Dry cleaners, laundry agencies, and self-service laundromats;
21. Electric vehicle charging stations;
22. Exercise and tanning studios;
23. Fabric and dry goods stores;
24. Firewood sales;
25. Feed stores, including wholesale and retail sales and storage;
26. Fertilizer and similar agricultural and forestry materials wholesale and retail sales and storage;
27. Florist and gift shops;
28. Food lockers;
29. Garden stores, including wholesale and retail sales of seeds, seedlings, and nursery stock;
30. Grocery and produce stores;
31. Gunsmiths;
32. Hardware and garden supply stores;
33. Housewares and household appliance and equipment sales and repair;
34. Insurance agents;
35. Leather goods and hides sales;

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36. Locksmiths;
37. Logging contractors;
38. Liquor stores;
39. Meat and fish markets;
40. Mobile vending units;
41. Museums;
42. Offices for doctors, dentists, chiropractors, naturopathic treatment personnel, and other health service personnel; small clinics; and community healthcare programs;
43. Offices, meeting rooms, rental and sales outlets, and equipment storage for organizations related to farm or forestry uses such as water boards, farmers co-ops, granges, and wholesalers or retailers of farm or forestry equipment, materials, and products;
44. Photo finishing;
45. Pottery and ceramics stores, including manufacturing of pottery to be sold in that store, and classes;
46. Real estate agencies;
47. Service stations, subject to Section 820;
48. Shoe repair;
49. Taverns;
50. Telephone co-ops;
51. Upholstery shops, including retail sales;
52. Utility carrier cabinets, subject to Section 830;
53. Veterinary services and pet supply stores;
54. Video rental stores; and
55. Wireless telecommunication facilities listed in Subsection 835.04 or 835.05, subject to Section 835.

505.04 ACCESSORY USES

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- A. The following are accessory uses in the Rural Commercial District:
1. Uses and structures customarily accessory and incidental to a primary use;
 2. Temporary buildings for uses incidental to construction work. Such buildings shall be removed upon completion or abandonment of the construction work;
 3. Solar energy systems;
 4. Rainwater collection systems;
 5. The temporary storage within an enclosed structure of source-separated recyclable/reusable materials generated and/or used on-site prior to on-site reuse or removal by the generator or licensed or franchised collector to a user or broker;
 6. Recyclable dropoff sites, subject to Section 819;
 7. Drive-thru window service, subject to Subsections 827.02(C) through (E); and
 8. Signs, subject to Section 1010.

505.05 CONDITIONAL USES

- A. The following are conditional uses in the RC District, approval of which is subject to Section 1203.
1. Churches, subject to Section 804;
 2. Primary and secondary schools and trade schools for trades associated with agriculture and forestry industries, subject to Section 805, except as restricted by Subsection 505.06(A)(4);
 3. Service and recreational uses, excluding recreational vehicle camping facilities, subject to Section 813;
 4. Recycling centers and transfer stations, subject to Section 819;
 5. Hydroelectric facilities, subject to Section 829;
 6. Mini-storage facilities, vehicle storage, and recreational vehicle storage; and
 7. The hosting of weddings, family reunions, class reunions, company picnics, and similar events.

505.06 PROHIBITED AND PREEXISTING USES

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CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

- A. The following are prohibited uses in the Rural Commercial District:
 - 1. Uses of structures and land not specifically allowed;
 - 2. New dwellings, except when accessory to a primary use;
 - 3. A subdivision or partition within the Portland Metropolitan Urban Growth Boundary resulting in the creation of one or more lots or parcels of less than 20 acres; and
 - 4. Schools within the areas identified as Employment, Industrial, and Regionally Significant Industrial on the Metro Region 2040 Growth Concept Map.
- B. Lawfully established dwellings shall not be nonconforming uses and shall be allowed to remodel or expand without review under Section 1206.
- C. Lawfully established commercial uses that existed on December 20, 2001, and are not otherwise provided for in this section, shall not be nonconforming uses and are allowed outright.

505.07 DIMENSIONAL STANDARDS

- A. Purpose: The dimensional standards are intended to:
 - 1. Provide for protection of surrounding properties and the historic character of unincorporated communities;
 - 2. Ensure that the minimum operational requirements of the development are provided on-site;
 - 3. Establish the maximum limits of development; and
 - 4. Ensure that the use and building scale are in character with the unincorporated community and appropriate to meet the needs of the unincorporated community and surrounding area residents.
- B. Minimum Front Yard Setback: 30 feet.
- C. Minimum Side Yard Setback: 10 feet; however, if the side yard abuts a more restricting zoning district, the minimum side yard setback shall be 20 feet.
- D. Minimum Rear Yard Setback: 10 feet; however, if the rear yard abuts a more restrictive zoning district, the minimum rear yard setback shall be 20 feet.
- E. Minimum Road Frontage: 50 feet.
- F. Minimum Lot Size: None, except as restricted by Subsection 505.06(A)(3).

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- G. Minimum Landscaping Area: 15 percent of the lot.

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

H. Maximum Building Floor Area:

1. For a commercial use within an unincorporated community, the maximum building floor area per use shall be 4,000 square feet. However, a lawfully established use that existed on December 20, 2001, and serves the community or the travel needs of people passing through the area, may expand to occupy a maximum of 4,000 square feet of building floor area or 50 percent more building floor area than was occupied by the use on December 20, 2001, whichever is greater.
2. For a commercial use outside an unincorporated community, the maximum building floor area per use shall be 3,000 square feet. However, a lawfully established use that existed on December 20, 2001, may expand to occupy a maximum of 3,000 square feet of building floor area or 25 percent more building floor area than was occupied by the use on December 20, 2001, whichever is greater.

I. Exceptions: Dimensional standards are subject to modification pursuant to Section 900.

J. Variations: The requirements of Subsections 505.07(B) through (E) and (G) may be modified pursuant to Section 1102 when such modification is consistent with Section 1205. A proposed reduction that exceeds 20 percent of the requirement shall be processed as a separate variance application pursuant to Section 1205.

505.08 DEVELOPMENT STANDARDS

- A. General: Development shall be subject to the applicable provisions of Sections 1000 and 1100.
- B. Community Plans and Design Plans: Development within a Community or Design Plan area identified in Chapter 10 of the Comprehensive Plan shall comply with the specific policies and standards for the adopted Community or Design Plan.
- C. Signs: Signs shall be complementary to the historic character and rural scale of the unincorporated community in the use of graphics symbols, lighting, and natural materials.
- D. Manufactured Dwelling Parks: Redevelopment of a manufactured dwelling park with a different use shall require compliance with Subsection 825.03.

[Amended by Ord. ZDO-224, 5/31/11; Amended by Ord. ZDO-235, 5/14/12; Amended by Ord. ZDO-248, 10/13/14]

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS
Policy Session Worksheet

Presentation Date: March 25, 2015 **Approx Start Time:** 9:30 a.m. **Approx Length:** 2 hours

Presentation Title: Year Three of the Five-Year Audit of the Clackamas County Zoning and Development Ordinance (ZOO)

Department: DTD/Planning and Zoning

Presenters: Mike McCallister, Planning Director, Jennifer Hughes, Principal Planner;
Kay Pollack, Senior Planner

Other Invitees: Barb Cartmill, DTD Director
Dan Johnson, DTD Assistant Director for Development Services

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

The purpose of this policy session is to brief the Commissioners for the upcoming land use hearing scheduled on April 8, 2015, Phase 1 of Year Three of the Five-Year "audit" of the ZDO.

EXECUTIVE SUMMARY:

Background: The Planning and Zoning Division is in the third year of a five-year audit of the ZDO. The ZDO, adopted in 1980, has been amended over 250 times since. This has resulted in regulations that are sometimes inconsistent, antiquated, cumbersome or disorganized. Therefore, a comprehensive review and updating is underway. The emphasis is on the ZDO, but amendments to the Comprehensive Plan (Plan) are proposed as needed to resolve inconsistencies between the two documents or to relocate provisions from one document to the other, as appropriate. The overarching goals of the ZDO audit are to develop a more condensed, user-friendly document, consolidate zones and amend uses where appropriate, provide clear and consistent development standards, and maintain compliance with state and regional regulations. The intent is to complete a comprehensive review and proposed amendments for every section of the ZDO by the end of the five-year work program.

Summary of Year Three, Phase 1 Audit Proposals: See Attachment A for an overview of the significant proposals and policy issues in both ZDO amendment packages, as well as Planning Commission recommendations for amendments to ZDO-252.

Five-Year Audit Schedule: The year three audit work program has been divided into two phases. Phase 1 includes files ZDO-252 and ZDO-253, scheduled for hearing on April 8, 2015.

Year	Topics	Status
2012-13	Industrial lands	Completed
2013-14	<ul style="list-style-type: none"> Urban residential lands Urban commercial lands Procedural standards 	Completed
2014-15	<ul style="list-style-type: none"> Rural residential lands Rural commercial lands Development Review Process and Discretionary Permit Development Standards 	Underway - two phases Phase 1 ZDO-252 and ZDO-253
2015-16	<ul style="list-style-type: none"> Special Use Regulations Special Districts (tentative) 	To be done
2016-17	<ul style="list-style-type: none"> Carry-over and final cleanup Review whether to include other stand-alone regulations in ZDO 	To be done

FINANCIAL IMPLICATIONS (current year and ongoing): None

LEGAL/POLICY REQUIREMENTS: This proposal is not legally required. It is being undertaken to improve efficiency and consistency of the Zoning and Development Ordinance. Any amendments to the Comprehensive Plan and Zoning and Development Ordinance require compliance with Statewide Planning Goals and Guidelines and Metro's Urban Growth Management Functional Plan.

PUBLIC/GOVERNMENTAL PARTICIPATION:

Public Outreach: An extensive public outreach program was conducted. (See Attachment B for details.)

OPTIONS: At the April 8 hearing, the Board may adopt as presented, adopt with amendments, or decline to adopt.

RECOMMENDATION: None; this is an information session only.

- ATTACHMENTS:** **Attachment A:** Summary of Year Three, Phase 1, ZDO Audit Proposals
Attachment B: Year Three ZDO Audit Public Outreach Program
Attachment C: Rural Residential and Future Urban Zoning Districts
Summary Packet
Attachment D: Mountain Recreational Resort & Hoodland Residential
Zoning Districts Summary Packet
Attachment E: Rural Commercial Zoning Districts Summary Packet
Attachment F: Development Review Process and Criteria for Discretionary
Permits Summary Packet

SUBMITTED BY:

Division Director/Head Approval _____

Department Director/Head Approval _____

County Administrator Approval _____

R. D. Cozart 2-18-15

For information on this issue or copies of attachments, please contact Jennifer Hughes @ 503-742-4518.

Summary of Proposed Amendments to Section 504, Rural Tourist Commercial District

Subsection 504.01 Purpose: Move the purpose statement to a new Section 513.

Subsection 504.02 Area of Application: Repeal due to redundancy with Chapters 4 and 10 of the Comprehensive Plan and Section 1202 of the ZDO.

Please note: Regarding primary, accessory, conditional and prohibited uses, this document attempts to summarize the key proposed changes; however, to review the specific proposal, refer to the currently adopted version of Section 504 and compare it to the proposed Section 513, including Table 513-1.

Subsection 504.03 Primary Uses:

- Move to a new Section 513, where primary uses for the Rural Tourist Commercial and Rural Commercial Districts will be identified in a table.
- Group the permitted retail, wholesale, and service uses into categories established in the first two years of ZDO audit work and previously applied in the urban area. This will result in changes in terminology used to identify uses, as well as some additional uses permitted without going through an "authorization of similar use" process.
- Repeal requirement for daycare facilities and services to be operated during the daytime only.
- Limit truck repair services to light trucks; currently there is no such limitation.
- Exempt churches from compliance with Section 804.
- Allow pedestrian amenities and government-owned recreational uses as primary uses.
- Add a reference to Farmers' Markets, subject to Section 840, as a primary use only if File ZDO-253 is approved as proposed to move Farmers' Markets from Section 1204 to a new Section 840. Farmers' markets are already permitted in the RTC District, subject to a "temporary" permit with no expiration.
- Allow hosting of weddings, family reunions, class reunions, company picnics, and similar events as a conditional use.
- Repeal public utility installations because it is not clear what qualifies as an "installation".
- Repeal "other uses intended to serve the community and surrounding rural area or the travel needs of people passing through the area". This is language from the Oregon Administrative Rules that pertains to an exception from the maximum commercial floor space standard. The proposal is to use it that way in Section 513.

Subsection 504.04 Accessory Uses:

- Move to a new Section 513, where accessory uses for the Rural Tourist Commercial and Rural Commercial Districts will be identified in a table.

- Adopt an extensive list of uses customarily accessory and incidental, in an attempt to be more clear and objective in the determination of such uses.
- Allow parking lots, employee amenities and home occupations as accessory uses.

Subsection 504.05 Conditional Uses:

- Move uses to a new Section 513, where conditional uses for the Rural Tourist Commercial and Rural Commercial Districts will be identified in a table.
- Repeal “minimum 15-foot setback between the front property line and the developed portion of the site, excluding landscaping” for mini-storage facilities because it is unclear. Minimum front yard setback standards would apply to buildings (10 feet in Government Camp, 15 feet elsewhere), and building design standards and parking lot perimeter landscape standards would continue apply.
- Specifically identify the recreational uses permitted and require the “authorization of a similar use” process for uses that are not listed.

Subsection 504.06 Prohibited Uses:

- Move to a new Section 513, where uses for rural tourist commercial zone will be identified in a table. Anything not listed as permitted will be prohibited unless approved through an Authorization of a Similar Use process, as is currently allowed. Uses specifically identified as prohibited will not be eligible for authorization as a similar use.
- Repeal the standards for preexisting uses, which conflict with standards for nonconforming uses in Section 1206 and state law.

Subsection 504.07 Dimensional Standards:

- Summarize key elements of the purpose statements and move to the Comprehensive Plan.
- Move to a new Section 513, where dimensional standards for the Rural Tourist Commercial and Rural Commercial Districts will be identified in tables.
- In Government Camp for front yards that do not abut Government Camp Loop, reduce the minimum front yard depth from 25 feet to 10 feet, except 20 feet to garage and carport motor vehicle entries. Government Camp Loop setback remains at four feet minimum, 10 feet maximum.
- Amend the 10-foot setback that applies on the second frontage of a corner lot in Government Camp by requiring a 20-foot minimum front yard depth for garage and carport motor vehicle entries only. Otherwise, the 10-foot minimum for the second frontage would remain in place.
- Specify that in order to qualify for no minimum front yard depth standard, a building cantilever on Government Camp Loop must have a minimum vertical clearance of eight feet above any pedestrian pathway, sidewalk, or walkway.

- Replace unclear reference to property abutting a “more restrictive zoning district” with “RR or HR District” (only HR District in Government Camp) for purposes of applying a larger minimum side or rear yard depth standard.
- Repeal 10-foot building separation requirement; retain 20-foot snow slide separation requirement above 3,500 feet. Move the definition for snow slide area to Section 202.
- Delete minimum landscaping standard because it is redundant with Section 1009.
- Amend the maximum commercial floor space standards for consistency with Oregon Administrative Rules by: allowing for exceptions to the standard as set forth in the OAR and applying in Wemme/Welches (currently only Rhododendron and Government Camp are referenced). Also, permit uses existing prior to the County’s initial adoption of the floor space limitation to expand up to 50 percent, even if it would exceed the limit applicable to new uses. (This expansion allowance already applies in the Rural Commercial District.)
- Delete density chart because it is redundant with Section 1012.
- Move community sewer standard for hotels and motels to Section 1006.
- Move general references to exceptions and variances to new Section 513.

Subsection 504.08 Development Standards:

- Move general references to compliance with Sections 1000 and 1100 and redevelopment of manufactured dwelling parks to a new Section 317.
- Repeal a reference to Community Plans and Design Plans. The requirements of these plans are incorporated elsewhere in the ZDO.
- Move Government Camp building and site design standards to Section 1005.
- Move Government Camp landscaping standards to Section 1009.
- Move Government Camp sign standards to Section 1010.
- Move Government Camp loading and delivery standards to Section 1015.

Note: The net result of the proposed changes will be the repeal of Section 504.

Summary of Proposed Amendments to Section 505, Rural Commercial District

Subsection 505.01 Purpose: Move the purpose statement to a new Section 513.

Subsection 505.02 Area of Application: Repeal due to redundancy with Chapter 4 of the Comprehensive Plan and Section 1202 of the ZDO.

Please note: Regarding primary, accessory, conditional and prohibited uses, this document attempts to summarize the key proposed changes; however, to review the specific proposal, refer to the currently adopted version of Section 505 and compare it to the proposed Section 513, including Table 513-1.

Subsection 505.03 Primary Uses:

- Move to a new Section 513, where primary uses for the Rural Tourist Commercial and Rural Commercial Districts will be identified in a table.
- Group the permitted retail, wholesale, and service uses into categories established in the first two years of ZDO audit work and previously applied in the urban area. This will result in changes in terminology used to identify uses, as well as some additional uses permitted without going through an "authorization of similar use" process.
- Repeal requirement for daycare facilities and services to be operated during the daytime only.
- Allow transit park-and-rides; pedestrian amenities; bus shelters; retail sales of all-terrain vehicles, motorcycles and snowmobiles; and government-owned recreational uses as primary uses.
- Allow churches and schools as primary, rather than conditional, uses. Exempt them from compliance with Sections 804 and 805, respectively.
- Add a reference to Farmers' Markets, subject to Section 840, as a primary use only if File ZDO-253 is approved as proposed to move Farmers' Markets from Section 1204 to a new Section 840. Farmers' markets are already permitted in the RC District, subject to a "temporary" permit with no expiration.

Subsection 505.04 Accessory Uses:

- Move to a new Section 513, where accessory uses for the Rural Tourist Commercial and Rural Commercial Districts will be identified in a table.
- Adopt an extensive list of uses customarily accessory and incidental, in an attempt to be more clear and objective in the determination of such uses.
- Allow parking lots, employee amenities and home occupations as accessory uses.

Subsection 505.05 Conditional Uses:

- Move uses to a new Section 513, where conditional uses for the Rural Tourist Commercial and Rural Commercial Districts will be identified in a table.
- Specifically identify additional recreational uses permitted as a conditional use. Authorization of a similar use will continue to be available for uses that aren't listed, as is currently the case.
- Repeal the prohibition on shops, garages and general administrative offices in conjunction with public utility facilities. The prohibition currently is found in Section 813 and applies in the RC District.
- Identify an extensive list of vehicles that can be stored as a conditional use, rather than retaining the current general reference to vehicles. This is proposed for consistency with ZDO audit work done last year for urban commercial districts.

Subsection 505.06 Prohibited Uses:

- Move to a new Section 513, where uses for the Rural Tourist Commercial and Rural Commercial Districts will be identified in a table. Anything not listed as permitted will be prohibited unless approved through an Authorization of a Similar Use process, as is currently allowed. Uses specifically identified as prohibited will not be eligible for authorization as a similar use.
- Repeal the standards for preexisting uses, which conflict with standards for nonconforming uses in Section 1206 and state law.

Subsection 505.07 Dimensional Standards:

- Summarize key elements of the purpose statements and move to the Comprehensive Plan.
- Move to a new Section 513, where dimensional standards for the Rural Tourist Commercial and Rural Commercial Districts will be identified in tables.
- Replace unclear reference to "more restrictive zoning district" with "residential zoning district" for purposes of applying the minimum side and rear yard depth standards.
- Repeal minimum road frontage standard, as has been done in nearly all other zones, because adequate access via private road is addressed through Section 1007 and the County Roadway Standards.
- Delete minimum landscaping standard because it is redundant with Section 1009.
- Amend the maximum commercial floor space standards for consistency with Oregon Administrative Rules by allowing for exceptions to the standard as set forth in the OAR.
- Move general references to exceptions and variances to new Section 513.
- Repeal confusing two-track process for variances in favor of processing through Section 1205 consistently in all zones.

Subsection 505.08 Development Standards:

- Move general references to compliance with Sections 1000 and 1100 and redevelopment of manufactured dwelling parks to a new Section 513.
- Repeal a reference to Community Plans and Design Plans. The requirements of these plans are incorporated elsewhere in the ZDO.
- Move sign standards to Section 1010.

Note: The net result of the proposed changes will be the repeal of Section 505.

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

File ZDO-252
Draft Zoning and Development Ordinance Amendments
Draft Date 3/2/15

Section 513 is proposed as a new ZDO section. See attached summary for details.

513 RURAL TOURIST COMMERCIAL (RTC) AND RURAL COMMERCIAL (RC) DISTRICTS

513.01 PURPOSE

Section 513 is adopted to implement the policies of the Comprehensive Plan for Community Commercial areas regulated by the Mount Hood Community Plan and for Rural Commercial areas.

513.02 APPLICABILITY

Section 513 applies to land in the Rural Tourist Commercial (RTC) and Rural Commercial (RC) Districts.

513.03 USES PERMITTED

A. Uses permitted in the RTC and RC Districts are listed in Table 513-1, *Permitted Uses in the RTC and RC Districts*. In addition, uses similar to one or more of the listed uses for the applicable zoning district may be authorized pursuant to Section 106, *Authorization of Similar Uses*.

B. As used in Table 317-1:

1. "P" means the use is a primary use.
2. "A" means the use is an accessory use.
3. "C" means the use is a conditional use, approval of which is subject to Section 1203, *Conditional Use*.
4. "S" means the use may be authorized only pursuant to Section 106; however, identifying a use as "S" does not indicate that any determination has been made regarding whether the use will be authorized pursuant to Section 106.
5. "X" means the use is prohibited.
6. Numbers in superscript correspond to the notes that follow Table 513-1.

C. Permitted uses are subject to the applicable provisions of Subsection 513.04, *Dimensional Standards*; Subsection 513.05, *Development Standard*; Section 1000, *Development Standards*; and Section 1100, *Development Review Process*.

513-1

File ZDO-252, Draft New ZDO Section 513, Draft Date 3/2/15

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

Table 513-1: Permitted Uses in the RTC and RC Districts

Use	RTC	RC
Accessory Uses, Customarily Permitted , such as amateur (Ham) radio towers, arbors, bicycle racks, carports, citizen band transmitters and antennas, cogeneration facilities, courtyards, decks, decorative ponds, driveways, electric vehicle charging stations, family daycare providers, fountains, garages, garden sheds, gazebos, greenhouses, HVAC units, meeting facilities, outdoor kitchens, parking areas, patios, pergolas, pet enclosures, plazas, property management and maintenance offices, recreational facilities (such as bicycle trails, children's play structures, dance studios, exercise studios, playgrounds, putting greens, recreation and activity rooms, saunas, spas, sport courts, swimming pools, and walking trails), rainwater collection systems, satellite dishes, self-service laundry facilities, shops, solar energy systems, storage buildings/rooms, television antennas and receivers, transit amenities, trellises, and utility service equipment	A	A
Assembly Facilities , including auditoriums, churches ¹ , community centers, convention facilities, exhibition halls, fraternal organization lodges, senior centers, and theaters for the performing arts	P	P
Bed and Breakfast Inns , subject to Section 832	P	P
Bed and Breakfast Residences , subject to Section 832	P	P
Bus Shelters , subject to Section 823	P	P
Civic and Cultural Facilities , including art galleries, libraries, museums, and visitor centers	P	P
Contractors, Logging	P	P
Daycare Facilities , subject to Section 807	P	P
Daycare Services, Adult	P	P
Drive-Thru Window Services , subject to Section 827	X	A
Dwellings, Detached Single-Family	P ² , A	A
Electric Vehicle Charging Stations	P	P
Employee Amenities , including cafeterias, clinics, daycare facilities ³ , fitness facilities, lounges, and recreational facilities	A	A
Entertainment Facilities , including arcades, billiard halls, and movie theaters	P	P
Financial Institutions , including banks, brokerages, credit unions, loan companies, and savings and loan associations	P	P
Fitness Facilities , including athletic clubs, exercise studios, gymnasiums, and health clubs	P	P
Government Uses , including fire stations, police stations, and post offices	P	P
Government Uses , unless such a use is specifically listed as a primary, accessory, conditional, or prohibited use in the applicable zoning district	S	C

513-2

File ZDO-252, Draft New ZDO Section 513, Draft Date 3/2/15

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

Use	RTC	RC
Home Occupations, including bed and breakfast homestays, subject to Section 822	A	A
Hosting of Weddings, Family Reunions, Class Reunions, Company Picnics, and Similar Events	C	C
Hotels	P ^d	S ³
Hydroelectric Facilities, subject to Section 829	C	C
Mobile Vending Units, subject to Section 837	P	P
Motels	P ^d	S ³
Offices, including administrative, business, corporate, governmental, and professional offices. Examples include offices for the following: accounting services, architectural services, business management services, call centers, employment agencies, engineering services, governmental services, income tax services, insurance services, legal services, manufacturer's representatives, office management services, property management services, real estate agencies, and travel agencies.	P	P
Offices and Outpatient Clinics—both of which may include associated pharmacies and laboratories—for healthcare services, such as acupuncture, chiropractic, counseling, dental, massage therapy, medical, naturopathic, optometric, physical therapy, psychiatric, occupational therapy, and speech therapy.	P	P
Parking Lots	A	A
Parking Structures, Community	P ⁶	X
Pedestrian Amenities	P	P
Public Utility Facilities	S	C
Radio and Television Transmission and Receiving Towers and Earth Stations	S ⁷	C ⁷
Recreational Uses, including boat moorages, community gardens, country clubs, equine facilities, gymnastics facilities, golf courses, horse trails, pack stations, parks, playgrounds, sports courts, swimming pools, ski areas, and walking trails ⁸	C	C
Recreational Uses, Government-Owned, including amphitheaters; arboreta; arbors, decorative ponds, fountains, gazebos, pergolas, and trellises; ball fields; bicycle and walking trails, bicycle parks and skate parks, equine facilities; boat moorages and ramps; community buildings and grounds; community and ornamental gardens; courtyards and plazas; fitness and recreational facilities, such as exercise equipment, gymnasiums, and swimming pools; horse trails; miniature golf, putting greens, and sports courts; pack stations; parks; picnic areas and structures; play equipment and playgrounds; nature preserves and wildlife sanctuaries; ski areas; tables and seating; and similar recreational uses ⁸	P	P
Recreational Uses, Government-Owned Golf Courses ⁸	P	P
Recreational Vehicle Camping Facilities, subject to Section 813	P	X

513-3

File ZDO-252, Draft New ZDO Section 513, Draft Date 3/2/15

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

Use	RTC	RC
Recycling Centers, subject to Section 819	C	C
Recyclable Drop-Off Sites, subject to Section 819	A	A
Resort Accommodations	P ⁷	S ⁵
Retailing—whether by sale, lease, or rent—of any of the following new or used products: all-terrain vehicles, motorcycles, and snowmobiles	S	P
Retailing—whether by sale, lease, or rent—of any of the following new or used products: apparel, appliances, art, art supplies, beverages, bicycle supplies, bicycles, books, cameras, computers, computer supplies, cookware, cosmetics, dry goods, electrical supplies, electronic equipment, firewood, flowers, food, furniture, garden supplies, gun supplies, guns, hardware, hides, interior decorating materials, jewelry, leather, linens, medications, music (whether recorded or printed), musical instruments, nutritional supplements, office supplies, optical goods, paper goods, periodicals, pet supplies, pets, plumbing supplies, photographic supplies, signs, small power equipment, sporting goods, stationery, tableware, tobacco, toiletries, tools, toys, vehicle supplies, and videos	P	P
Retailing—whether by sale, lease, or rent—of any of the following new or used products: animal feed, building materials, farm equipment, forestry equipment, and livestock supplies	P	P
Schools⁹	P	P ¹⁰
Service Stations, subject to Section 820	P	P
Services, Commercial—Construction and Maintenance, including contractors engaged in construction and maintenance of buildings, electrical systems, and plumbing systems	P	P
Services, Commercial—Food and Beverage, including catering and eating and drinking establishments	p ¹¹	p ¹¹
Services, Commercial—Maintenance and Repair of any of the following: appliances, bicycles, electronic equipment, guns, housewares, musical instruments, optical goods, signs, small power equipment, sporting goods, and tools	P	P
Services, Commercial—Maintenance and Repair of any of the following: all-terrain vehicles, automobiles, light trucks, motorcycles, and snowmobiles	P	P
Services, Commercial—Maintenance and Repair of any of the following: boats; heavy trucks such as dump trucks, moving trucks, and truck tractors; large cargo trailers such as semitrailers; large construction equipment such as backhoes and bulldozers; large farm equipment such as tractors and combines; large forestry equipment; large mineral extraction equipment; and recreational vehicles	S	P
Services, Commercial—Miscellaneous, including food lockers, interior decorating, locksmith, upholstery, and veterinary	P	P
Services, Commercial—Mini-Storage/Self-Storage Facilities	C ¹²	C

513-4

File ZDO-252, Draft New ZDO Section 513. Draft Date 3/2/15

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

Use	RTC	RC
Services, Commercial—Personal and Convenience, including barbershops, beauty salons, dry cleaners, laundries, photo processing, seamstresses, shoe repair, tailors, and tanning salons. Also permitted are incidental retail sales of products related to the service provided.	P	P
Services, Commercial—Storage of any of the following: all-terrain vehicles, automobiles, light trucks, motorcycles, and snowmobiles	S	C
Services, Commercial—Storage of any of the following: boats; heavy trucks such as dump trucks, moving trucks, and truck tractors; large cargo trailers such as semitrailers; large construction equipment such as backhoes and bulldozers; large farm equipment such as tractors and combines; large forestry equipment; large mineral extraction equipment; and recreational vehicles	S	C
Services, Commercial—Studios of the following types: art, craft, dance, music, and photography	P	P
Signs, subject to Section 1010	A ¹³	A ¹³
Telephone Exchanges	S	C
Temporary Storage within an Enclosed Structure of Source-Separated Recyclable/Reusable Materials Generated and/or Used On-site Prior to On-site Reuse or Removal by the Generator or Licensed or Franchised Collector to a User or Broker	A	A
Temporary Buildings for Uses Incidental to Construction Work. Such buildings shall be removed upon completion or abandonment of the construction work.	A	A
Theme Parks and Amusement Parks	C	S
Transfer Stations, subject to Section 819	C	C
Transit Park-and-Rides	P	P
Utility Carrier Cabinets, subject to Section 830	P	P
Wholesaling—whether by sale, lease, or rent—of any of the following new or used products: animal feed, farm equipment, farm materials, farm products, fertilizer, forestry equipment, forestry materials, forestry products, mulch, nursery stock, seeds, and seedlings	P	P
Wireless Telecommunication Facilities listed in Subsections 835.04 and 835.05, subject to Section 835	P	P

¹ Churches are not subject to Section 804, *Churches*.

² On a lot of record created on or before December 7, 1983, one detached single-family dwelling is a primary use. Otherwise, detached-single family dwellings are permitted only as an accessory use.

³ Daycare facilities as an employee amenity are not subject to Section 807, *Daycare Facilities*.

513-5

File ZDO-252, Draft New ZDO Section 513, Draft Date 3/2/15

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

- 4 A hotel, motel, or resort accommodations development in Government Camp shall be limited to a maximum of 50 units per acre or 100 units in total, whichever is less. A hotel, motel, or resort accommodations development in Rhododendron shall be limited to a maximum number of units per acre calculated pursuant to Table 1012-2, or 35 units in total, whichever is less. A hotel, motel, or resort accommodations development in Wemme/Welches shall be limited to a maximum number of units per acre calculated pursuant to Table 1012-2.
- 5 If a hotel, motel, or resort accommodations development is authorized as a similar use inside an unincorporated community, it shall be subject to Oregon Administrative Rules 660-022-0030(5).
- 6 Parking structures are permitted only in Government Camp and only if they are consistent with an adopted community parking plan.
- 7 The base of such towers shall not be closer to the property line than a distance equal to the height of the tower.
- 8 This use may include concessions, restrooms, maintenance facilities, and similar support uses.
- 9 Schools are not subject to Section 805, *Schools*.
- 10 Schools are prohibited within the areas identified as Employment, Industrial, and Regionally Significant Industrial on the Metro Region 2040 Growth Concept Map.
- 11 Drive-in restaurants are prohibited.
- 12 No outside storage shall be permitted.
- 13 Temporary signs regulated under Subsection 1010.13(A) are a primary use.

513.04 DIMENSIONAL STANDARDS

- A. **General:** Dimensional standards applicable in the RTC and RC Districts are listed in Tables 513-2, *Dimensional Standards in the RTC and RC Districts Except in Government Camp*, and 513-3, *Dimensional Standards in Government Camp*. As used in Tables 513-2 and 513-3, numbers in superscript correspond to the notes that follow the tables.
- B. **Modifications:** The standards in Tables 513-2 and 513-3 may be modified pursuant to Section 800, *Special Use Requirements*; Section 903, *Setback Exceptions*; Section 904, *Other Exceptions*; Section 1013, *Planned Unit Developments*; Section 1107, *Property Line Adjustments*; and Section 1205, *Variance*.

513-6

File ZDO-252, Draft New ZDO Section 513, Draft Date 3/2/15

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

Table 513-2: Dimensional Standards in the RTC and RC Districts, Except in Government Camp

Standard	RTC	RC
Minimum Lot Size	None	None ¹
Minimum Front Yard Depth	25 feet	30 feet
Minimum Rear Yard Depth	10 feet ^{2,3}	10 feet ⁴
Minimum Side Yard Depth	10 feet ^{2,5}	10 feet ⁶
Maximum Building Floor Space per Commercial Use in an Unincorporated Community	4,000 square feet ^{7,8}	4,000 square feet ^{7,8}
Maximum Building Floor Space per Commercial Use outside an Unincorporated Community	Not Applicable	3,000 square feet ^{7,9}

¹ The minimum lot size inside the Portland Metropolitan Urban Growth Boundary shall be 20 acres. The 20-acre minimum lot size is applicable to a subdivision or partition, but not to a property line adjustment.

² If the yard abuts a national forest, there shall be no minimum yard depth.

³ If the rear yard abuts an RR or HR District, the minimum shall be 20 feet.

⁴ If the rear yard abuts a residential zoning district, the minimum shall be 20 feet.

⁵ If the side yard abuts an RR or HR District, the minimum shall be 20 feet.

⁶ If the side yard abuts a residential zoning district, the minimum shall be 20 feet.

⁷ No maximum applies to the following.

- a. Uses authorized under Statewide Planning Goals 3 and 4;
- b. Uses intended to serve the community and surrounding rural area or the travel needs of people passing through the area, and
- c. Hotels, motels, and resort accommodations.

513-7

File ZDO 252, Draft New ZDO Section 513, Draft Date 3/2/15

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

- 8. A lawfully established commercial use that existed on December 20, 2001, may expand to occupy a maximum of 4,000 square feet of building floor space or 50 percent more building floor space than was occupied by the use on December 20, 2001, whichever is greater.
- 9. A lawfully established commercial use that existed on December 20, 2001, may expand to occupy a maximum of 3,000 square feet of building floor space or 25 percent more building floor space than was occupied by the use on December 20, 2001, whichever is greater.

Table 513-3: Dimensional Standards in Government Camp

Standard	RTC
Minimum Front Yard Depth unless the Front Yard abuts Government Camp Loop	10 feet, except 20 feet to garage and carport motor vehicle entries
Minimum Front Yard Depth if the Front Yard abuts Government Camp Loop	4 feet ¹
Maximum Front Yard Depth if the Front Yard abuts Government Camp Loop	10 feet ²
Minimum Rear Yard Depth	10 feet ^{3,4}
Minimum Side Yard Depth	None
Maximum Building Height	70 feet ⁵
Minimum Building Separation above 3,500 Feet in Elevation	20 feet between buildings with contiguous snow slide areas
Maximum Building Floor Space per Commercial Use	8,000 square feet ^{6,7}

- ¹ There shall be no minimum setback for building cantilevers with a minimum vertical clearance of eight feet above any pedestrian pathway, sidewalk, or walkway. Structures less than 10 feet from the front lot line shall be designed to include measures to protect the public and vehicles from snow slide incidents.
- ² The maximum front yard depth standard may be exceeded to the minimum extent necessary to accommodate public plaza space. Detached single-family dwellings are exempt from complying with the maximum front yard depth standard.
- ³ If the rear yard abuts a national forest, there shall be no minimum yard depth.

513-8

File ZDO-252, Draft New ZDO Section 513, Draft Date 3/2/15

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

- ⁴ If the rear yard abuts an HR District, the minimum shall be 20 feet.
- ⁵ The maximum building height may be increased to 87.5 feet to accommodate understructure parking or to preserve natural features or views.
- ⁶ No maximum applies to the following:
 - a. Uses authorized under Statewide Planning Goals 3 and 4;
 - b. Uses intended to serve the community and surrounding rural area or the travel needs of people passing through the area; and
 - c. Hotels, motels, and resort accommodations.
- ⁷ A lawfully established commercial use that existed on December 20, 2001, may expand to occupy a maximum of 8,000 square feet of building floor space or 50 percent more building floor space than was occupied by the use on December 20, 2001, whichever is greater.

513.05 DEVELOPMENT STANDARD

Redevelopment of a manufactured dwelling park with a different use is subject to Subsection 825.03.

513-9

File ZDO-252, Draft New ZDO Section 513, Draft Date 3/2/15



Planning & Zoning
Development Services Building
150 Beaver Creek Road | Oregon City, OR | 97045
Phone: (503) 742-4500 | Fax: (503) 742-4550
E-mail: zoninginfo@co.clackamas.or.us
Web: <http://www.clackamas.us/transportation/planning/>

Land Use Hearing Item
Staff Report to the Board of County Commissioners

File Number: ZDO-252

Staff Contacts: Kay Pollack, 503-742-4513; and Jennifer Hughes, 503-742-4518; Planning and Zoning Division

Board of County Commissioners Hearing Date: April 8, 2015

PROPOSAL:

The proposal is a legislative text amendment to the Clackamas County Comprehensive Plan (Plan) and Zoning and Development Ordinance (ZDO).

Background: The Planning and Zoning Division has initiated a five-year work program to “audit” the Zoning and Development Ordinance (ZDO). The ZDO, adopted in 1980 (with roots in the 1960 Zoning Ordinance, as amended), has been amended nearly 250 times since, resulting in regulations that are sometimes inconsistent, antiquated, cumbersome and disorganized. As a consequence, a comprehensive review and updating is underway. The emphasis is on the ZDO, but amendments to the Comprehensive Plan are proposed as needed to resolve inconsistencies between the two documents. The overarching goals of the ZDO audit are to develop a more condensed, user-friendly document, consolidate zones and standards and allow additional uses where appropriate, provide clear and consistent development standards and procedures, and maintain compliance with state and regional regulations. The intent is to complete, by the end of the five-year work program, a comprehensive review and proposed amendments for every section of the ZDO.

The first year of the work program focused on the county’s industrial zoning districts. The second year addressed urban residential, urban commercial and urban mixed-use zones, as well as land use application procedural standards. The third year is divided into two phases; phase one includes Files ZDO-252 and ZDO-253. The subjects of ZDO-252 are rural residential and future urban zones; Mt. Hood Community Plan residential zones; and non-urban commercial zones.

Comprehensive Plan: File No. ZDO-252 includes amendments to text in Chapters 4, 6, and 10 of the Plan.

Amendment of Chapter 4 is proposed as follows:

- Repeal the prohibition on subdivisions in Future Urban areas. Subdivisions would be subject to the current minimum lot size standards in Future Urban areas, as partitions are currently.
- Add policy statements regarding implementing dimensional and development standards in the Future Urban, Unincorporated Communities, Rural Commercial, and Rural Plan categories to address compatibility, function and aesthetics. Related policy statements are proposed for deletion from the ZDO.

- **Excluding sale of Class II all-terrain vehicles in the RC zone:** The Board discussed which classes of ATVs to permit in the RC zone and directed staff to provide options for consideration. The classes of ATVs are established/defined by the Oregon Vehicle Code. Staff does not recommend deviating from those established classes, if there is an interest in differentiating in the ZDO between types of ATVs. Within that framework, options include allowing sale of all classes of ATVs, some or none. Excluding Class II ATVs, which include larger 4x4's such as Jeeps, is consistent with the fact that sales of standard passenger vehicles are not permitted unless through the authorization of similar use process.
- **Storage of vehicles associated with a business on the same parcel:** A question was raised regarding vehicle storage as a conditional use, and whether that could be construed to limit on-site storage of vehicles associated with a business. Staff has reviewed the draft text amendments and believes that storage of vehicles associated with a permitted use is an accessory use. However, staff recommends reviewing this in greater detail as part of a later phase of the ZDO audit, in order to ensure that the issue is addressed consistently in all zones.

CPO, HAMLET AND VILLAGE RECOMMENDATIONS:

On February 2, 2015, all CPOs, Hamlets and Villages were provided with notice of public hearing on ZDO-252 and a web link to the text of the proposed amendments. To date, no written or oral testimony has been submitted by any CPO, Hamlet or Village.

SIGNIFICANT ISSUES:

- **Adding farm uses to the RR zone:** See discussion above under Related Prior BCC Action.
- **Excluding sale of Class 2 all-terrain vehicles in the RC zone:** See discussion above under Related Prior BCC Action.
- **Amending recreational uses to require a conditional use permit for non-governmental recreational uses.** Citizen testimony at the Planning Commission hearing opposed requiring private recreational uses to go through a conditional use process in the RRFF-5 and FF-10 zones. Planning Commission recommends retaining the proposed amendment.

STAFF RECOMMENDATION:

Staff recommends adoption of the current draft of ZDO-252 except:

- Table the amendments to the provisions that allow exceptions to the maximum commercial use floor area standard in the Rural Commercial District, as well as the proposed addition of exception provisions in the Mountain Recreational Resort and Rural Tourist Commercial Districts. Staff is working with representatives for the Government Camp community to develop recommendations for several development standards, and would like to add maximum commercial building area exceptions to that discussion. In addition, a more robust review by the Planning Commission on the issue may be appropriate given the possibility that large commercial uses in rural communities could significantly impact the character of those areas. Staff proposes to revisit the issue as part of the next phase of ZDO audit work later this year. As a result, staff recommends edits to the drafts of Sections 317 and 513 as shown on Attachment A.

Attachment A: Staff Recommended Changes to Current Draft of ZDO-252

Section 317: Mountain Recreational Resort (MRR) and Hoodland Residential (HR) Districts

Edit Note 8 to Table 317-2 as follows:

⁸ No maximum applies to the following:

- ~~a. Uses authorized under Statewide Planning Goals 3 and 4;~~
- ~~b. Uses intended to serve the community and surrounding rural area or the travel needs of people passing through the area; and~~
- ~~e. hHotels and motels.~~

Strike Note 9 to Table 317-2

~~⁹ In Rhododendron or Wemme/Welches, a lawfully established commercial use that existed on December 20, 2001, may expand to occupy a maximum of 4,000 square feet of building floor space or 50 percent more building floor space than was occupied by the use on December 20, 2001, whichever is greater. In Government Camp, a lawfully established commercial use that existed on December 20, 2001, may expand to occupy a maximum of 8,000 square feet of building floor space or 50 percent more building floor space than was occupied by the use on December 20, 2001, whichever is greater.~~

Section 513, Rural Tourist Commercial (RTC) and Rural Commercial (RC) Districts

Edit Note 7 to Table 513-2 and Note 6 to Table 513-3 as follows:

No maximum applies to the following:

- ~~a. Uses authorized under Statewide Planning Goals 3 and 4;~~
- ~~b. Uses intended to serve the community and surrounding rural area or the travel needs of people passing through the area; and~~
- ~~e. hHotels, motels, and resort accommodations.~~

Edit Note 8 to Table 513-2 as follows and do not apply it in the RTC District:

A lawfully established commercial use that existed on December 20, 2001, and serves the community or the travel needs of people passing through the area, may expand to occupy a maximum of 4,000 square feet of building floor space or 50 percent more building floor space than was occupied by the use on December 20, 2001, whichever is greater.

Strike Note 7 to Table 513-3:

~~A lawfully established commercial use that existed on December 20, 2001, may expand to occupy a maximum of 8,000 square feet of building floor space or 50 percent more building floor space than was occupied by the use on December 20, 2001, whichever is greater.~~

Clackamas County Planning Commission
2051 Kaen Road
Oregon City, OR 97045

Stacey Rungay
P.O. Box 386
Wilsonville, OR 97070

January 23, 2017

RE: Public Hearing to put Mass Gatherings issues on the Planning Division Work Program in Clackamas County

Dear Commissioners and Staff,

My name is Stacey Rungay, I live at 29335 SW Baker, Sherwood, OR, 97140. The most recent Mass Gathering in my area hosted over 9000 participants and 3,000 spectators at a Warrior Dash Event on September 24th, 2016, according to the Pioneer Commentary representative. There were long lines of vehicles and the loud noises and music started at 7:30 am and continued through out the day. The construction of this event started a week before the event and the deconstruction of buildings, obstacles and equipment was not cleared until three days after the event. This event also was the third event at this location since May 21st, 2016.

This event and other events that have been held at this location and other location in Clackamas County have been very disruptive to area residents and land owners, since there is no notice given to the neighborhoods where these events are taking place. No recorded permits are issued or these events occur on a Friday through Sunday when the Clackamas County Offices are closed.

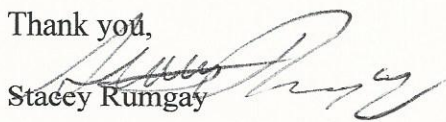
This is a very serious issue that needs to be reviewed. The health, safety and welfare of the public attending these events as participants, spectators and also the area residents are essential. Without a proper permit process how can Clackamas County prepare for noise control, traffic, parking, trespassing, sanitation, and environmental protection?

These types of events no matter the duration of the event are beside the point. There needs to be a process for permits and notification with guidelines and rules for these types of events on Exclusive Farm Use (EFU) and Forest Lands that are non-conforming with the land zoning in rural Clackamas County.

I am in support of having the Mass Gathering issues put on the Planning Division Work Program. Please give serious consider to including the Mass Gatherings Issues on the Planning Division Work Program.

Thank you,

Stacey Rungay





February 1, 2017

To: Karen Buehrig, Clackamas County Planning Division

Re: Letter of Support for CPO Summit's Request for the Planning Division 2017-18 Work Program

On December 08, 2016 the CPO Summit made a request for three items to be included in the Planning Division's 2017-18 Work Program. On February 1, 2017, the Board of the Oak Grove Community Council (OGCC) met and voted unanimously to write a letter of support for the CPO Summit's letter.

The three requests are that Community Planning Organizations:

- 1) be sent a brief email as soon as applications are deemed complete,
- 2) be emailed the required land use application notices,
- 3) be able to appeal Hearings Officer decisions locally and directly to the Clackamas Board of County Commissioners, the body elected by the citizens to represent their interests.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Baldwin van der Bijl".

Baldwin van der Bijl
Chair Oak Grove Community Council



March 16, 2017

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 Board Order related to a previously denied
Comprehensive Plan Map Amendment and Zone Change Application**

Purpose/Outcomes	<i>Adopt a board order related to a previously denied land use action</i>
Dollar Amount and Fiscal Impact	<i>None identified</i>
Funding Source	<i>N/A</i>
Duration	<i>Indefinitely</i>
Previous Board Action	<i>Board of County Commissioners ("Board" or "BCC") held a public hearing on October 26, 2016, at which time the BCC took testimony. A continued hearing was conducted on December 14, 2016, at which time the BCC voted 3-2 to deny the application, and directed staff to draft the board order and the findings of fact, both of which are included with this report.</i>
Strategic Plan Alignment	<i>1. Build public trust through good government.</i>
Contact Person	<i>Nate Boderman, 503-655-8364</i>
Contract No.	<i>None</i>

BACKGROUND:

On June 12, 2014, the BCC approved a Comprehensive Plan map change from Rural (R) to Rural Industrial (RI) and a corresponding zone change from Rural Residential Farm Forest, 5-acre (RRFF-5) to Rural Industrial (RI) for a portion of the subject property that contains an existing construction and vehicle maintenance business. That decision was subsequently appealed to LUBA by Brian Ooten, identifying a total of 10 assignments of error. On November 20, 2014, LUBA issued a decision denying three of the 10 Assignments of Error (fourth, fifth, and sixth), and remanding all, or parts, of the remaining seven (7) Assignments of Error to the County. A limited portion of LUBA's decision was appealed to the Oregon Court of Appeals. On April 1, 2015, the Court affirmed LUBA's decision to remand the decision to the County. *Ooten v. Clackamas County*, 270 Or. App. 214 (2015).

The assignments of error that the County was required to address on remand are summarized as follows:

1. First Assignment of Error (Remanded): "Remand is necessary for the county to determine, in the words of OAR 660-004-0018(1), what uses on the property were 'recognized or justified by the applicable exception' in 1980, in order to determine whether the RI plan and zone designation allows uses that are 'the same as the existing land uses on the site' as required by OAR 660-004-0018(2)(a)."
2. Second Assignment of Error (Remanded): "...where the decision redesignates the new driveway that is required by Condition 2, the decision does not explain how that portion of the property has a historical commitment to industrial uses."
3. Third Assignment of Error (Remanded): "... the county's findings are inadequate to respond to issues raised regarding the inconsistency of the proposed RI designation with the rural character of the area, particularly the adjacent RRF-5 zoned properties... the county's findings are inadequate where the findings fail to address the requirement that the RI designation is not 'labor-intensive,'..."
4. Seventh Assignment of Error (Remanded): "... the county committed a procedural error that prejudiced [Petitioner's] substantial rights when it accepted Exhibit B after the record was closed, and relied on Exhibit B and the location of the driveway to conclude that ZDO 1202.01(E) is satisfied, where the exact location of the driveway had not been determined prior to the close of the record."
5. Eighth Assignment of Error (Remanded): "Remand is required for the county to clarify which uses, if any, the site is limited to and revise condition 1, if necessary, to reflect those limits."
6. Ninth Assignment of Error (Remanded): The most traffic-intensive uses generated under the RRF-5 zone should be compared to the most traffic-intensive uses generated under the RI zone determine whether additional transportation facilities may be significantly affected, and whether more extensive mitigation should be required or required sooner. Additionally, conditions 4, 5 and 6 are inadequate to mitigate the significant effect of the zone change.
7. Tenth Assignment of Error: "...because an issue was raised regarding whether a new driveway to the north complies with ZDO 1202.01(E), and the findings fail to address the issue, remand is required."

On October 26, 2016, a public hearing was conducted before the BCC to consider the applicant's response to the assignments of error. The record was closed at that hearing, but the BCC continued the hearing to a future date for deliberation and decision. The continued hearing was held on December 14, 2016, during which the BCC orally voted to deny the application. The BCC voted as follows:

- Chair Ludlow: Aye
- Commissioner Bernard: Aye
- Commissioner Savas: No
- Commissioner Schrader: Aye
- Commissioner Smith: No

The Board then directed staff to draft and order and findings consistent with its decision. A copy of the Board Order implementing the oral decision, and findings and conclusions to be adopted by the Board has been attached.

RECOMMENDATION:

Staff recommends the Board approve the attached Board Order and the findings and conclusions which are attached thereto.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nate Boderman". The signature is stylized and cursive.

Nate Boderman
Assistant County Counsel

In the Matter of a Comprehensive
Plan Amendment and Zone Map Amendment
from Bruce Goldson, Theta, LLC, on property
described as T3S R2E Section 16D,
Tax Lots 1000, 1001, 1002, 1100 and 1101

ORDER NO.

File Nos.: Z0490-13-CP and Z0491-13-Z

This matter coming before the Board of County Commissioners on remand from the Oregon Land Use Board of Appeals ("LUBA") [LUBA No. 2014-069, *aff'd* by the Oregon Court of Appeals (No. A158369)] and it appearing that Bruce Goldson, Theta, LLC made application for a Comprehensive Plan Amendment from Rural to Rural Industrial and a corresponding zoning map amendment from RRFF-5 (Rural Residential Farm Forest 5-Acre) to RI (Rural Industrial) on property described as T3S R2E Section 16D, Tax Lots 1000, 1001, 1002, 1100 and 1101, located approximately 0.20 miles south of the intersection of S. Highway 213 and S. Henrici Road and more commonly referred to as 20646 & 20666 S. Highway 213, Oregon City, Oregon 97045; and

It further appearing that on June 12, 2014, the Board of County Commissioners approved the original Comprehensive Plan map change from Rural (R) to Rural Industrial (RI) and corresponding zone change from Rural Residential Farm Forest, 5-acre (RRFF-5) to Rural Industrial (RI) but that decision was subsequently appealed to LUBA by Brian Ooten, identifying a total of 10 assignments of error; and

It further appearing that on November 20, 2014, LUBA issued a decision denying three of the 10 Assignments of Error (fourth, fifth, and sixth), and remanding all, or parts, of the remaining seven (7) Assignments of Error to the County; and

It further appearing that, upon remand to the County, the planning staff, by its report dated October 19, 2016, recommended approval of the application with revised conditions of approval; and

It further appearing that after appropriate notice a public hearing was held before the Board of County Commissioners on October 26, 2016 at which testimony and evidence were presented, and that a decision was made by the Board, by the vote of 3-2 on December 14, 2016 to deny the application; and

It further appearing that the Board voted as follows:

- Chair Ludlow: Aye
- Commissioner Bernard: Aye
- Commissioner Savas: No
- Commissioner Schrader: Aye
- Commissioner Smith: No.

In the Matter of a Comprehensive
Plan Amendment and Zone Map Amendment
from Bruce Goldson, Theta, LLC, on property
described as T3S R2E Section 16D,
Tax Lots 1000, 1001, 1002, 1100 and 1101

ORDER NO.
(Page 2 of 2)

File Nos.: Z0490-13-CP and Z0491-13-Z

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

1. The applicant requests approval of a Comprehensive Plan Amendment from Rural to Rural Industrial and a corresponding zoning map amendment from RRF5-5 (Rural Residential Farm Forest 5-Acre) to RI (Rural Industrial).
2. This Board adopts as its findings and conclusions in response to the remand the *Final Findings* document, which is dated March 16, 2017 and which is attached hereto and incorporated herein as Order Exhibit A, which finds that the application fails to comply with the applicable criteria.

NOW THEREFORE, IT IS HEREBY ORDERED that the requested Comprehensive Plan Amendment and Zone Map Amendment is hereby DENIED, based on the conclusions in response to the remand contained in the *Final Findings* document, which is dated March 16, 2017 and which is attached hereto and incorporated herein as Order Exhibit A.

DATED this 16th day of March, 2017

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

**FINAL FINDINGS RELATED TO CLACKAMAS COUNTY'S RESPONSE ON
REMAND: OREGON LAND USE BOARD OF APPEALS No. 2014-069**

**CLACKAMAS COUNTY PLANNING FILES Z0490-13-CP & Z0491-13-Z
(‘HAL’S CONSTRUCTION’)**

GENERAL INFORMATION:

Applicant: Bruce Goldson, Theta LLC, PO Box 1345, Lake Oswego, OR 97035

Owner: Doris M. Hickman Trustee, 20666 S. Molalla Ave., Oregon City, OR 97045

Proposal: Response to a remand from the Oregon Land Use Board of Appeals (LUBA) (LUBA No. 2014-069) regarding a previously-approved Comprehensive Plan Map Amendment from Rural to Rural Industrial and corresponding zone change from Rural Residential Farm Forest 5-Acre (RRFF-5) to Rural Industrial (RI) for a portion of the property located at 20646 & 20666 S. Highway 213, Oregon City.

Property Location: Approximately 0.20 miles south of the intersection of S. Highway 213 and S. Henrici Road

Legal Description: T3S, R2E, Section 16D, Tax Lots 1000, 1001, 1002, 1100, & 1101

Site Address: 20646 & 20666 S. Highway 213, Oregon City, Oregon 97045

Comprehensive Plan Designation: Rural

Zone: RRFF-5

Total Area Involved: Approximately 8.15 acres.

DECISION:

On December 14, 2016, the Clackamas County Board of County Commissioners (BCC or Board) voted 3-2 to deny the Comprehensive Plan Map Amendment (File No. Z0490-13-CP) from Rural to Rural Industrial and zone change (File No. Z0491-13-Z) from RRFF-5 to RI, finding the application failed to satisfy certain relevant standards and criteria applicable to the request necessary to comply with LUBA’s direction on remand (LUBA No. 2014-069).

BACKGROUND INFORMATION:

1. This application is the outcome of several code compliance issues including solid

waste, electrical work, building and zoning codes. All the code compliance issues have been resolved with the exception of alleged building code and zoning violations which will be addressed after a final decision on this application.

2. Site Description: The subject property is approximately 8.15 acres and consists of two “legal lots of record.” Tax lots 1000 and 1101 combined form one legal lot of record. Tax lots 1100, 1001 and 1002 combined form one legal lot of record. The property is developed with two single family dwellings, three accessory buildings, a sport court, parking and circulation areas, two driveways to Hwy. 213, landscaping and large groves of trees. The property is fairly level. The property has approximately 440’ of frontage on Hwy. 213, which is designated as a major arterial in the Clackamas County Transportation System Plan. A slatted cyclone fence borders the south side of the property adjacent to Quail Crest Lane.
3. Surrounding Conditions: All adjacent properties to the north, east, south and west on the west side of Highway 213 are zoned RRFF-5. This area consists of parcels ranging from approximately 2 acres to 40 acres in size. Most of the parcels are developed with single-family dwellings, with large wooded areas.
4. History of this application: On June 12, 2014, the BCC approved a Comprehensive Plan map change from Rural (R) to Rural Industrial (RI) and a corresponding zone change from Rural Residential Farm Forest, 5-acre (RRFF-5) to Rural Industrial (RI) for a portion of the subject property that contains an existing construction and vehicle maintenance business. That decision was subsequently appealed to LUBA by Brian Ooten (Petitioner), identifying a total of 10 assignments of error. On November 20, 2014, LUBA issued a decision denying three of the 10 Assignments of Error (fourth, fifth, and sixth), and remanding all, or parts, of the remaining seven (7) Assignments of Error to the County. A limited portion of LUBA’s decision was appealed to the Oregon Court of Appeals. On April 1, 2015, the Court affirmed LUBA’s decision to remand the decision to the County. *Ooten v. Clackamas County*, 270 Or. App. 214 (2015).

On July 27, 2016, the applicant’s attorneys submitted proposed findings in response to the LUBA remand, initiating the process for the County to respond to the remand and render a decision on the application. On October 26, 2016, a public hearing was conducted before the BCC to consider the applicant’s response to the assignments of error. The record was closed at that hearing, but the BCC continued the hearing to a future date for deliberation and decision. The continued hearing was held on December 14, 2016, during which the BCC orally voted to deny the application as follows:

- Chair Ludlow: Aye
- Commissioner Bernard: Aye
- Commissioner Savas: No
- Commissioner Schrader: Aye
- Commissioner Smith: No

5. Public notice and response: On September 21, 2016, notice of the October 26, 2016 public hearing was sent to affected agencies, districts and organizations; property owners within 500 feet of the subject property; and all parties who requested the original notice of decision. The notice advised recipients that written and verbal testimony at the public hearing must be limited to, and directed toward, one of the seven assignments of error subject to the remand.

Eight parties testified at the October 26th hearing; written testimony was also received from two of those parties. No written testimony was received from any public agencies or other parties. The record was closed at this hearing.

On November 8, 2016, notice of the continued hearing on December 14, 2016 was sent to the same parties listed above, in addition to all new participants of the October 26th hearing. The notice advised recipients that this hearing was for deliberation and decision only.

FINDINGS:

Upon review of the entire record before the BCC, including the record from the prior proceeding which resulted in the decision of the BCC in 2014, the BCC makes the following findings as they relate to each of the Assignments of Error remanded by LUBA (2014-069).

1. First Assignment of Error (Remanded): “Remand is necessary for the county to determine, in the words of OAR 660-004-0018(1), what uses on the property were ‘recognized or justified by the applicable exception’ in 1980, in order to determine whether the RI plan and zone designation allows uses that are ‘the same as the existing land uses on the site’ as required by OAR 660-004-0018(2)(a).”

The current Plan designation of the subject property is Rural, which is “exception land” [Clackamas County Comprehensive Plan (CCCP), Chapter 4] meaning that an exception to Statewide Planning Goals 3 and 4 has already been taken on this land, when it was originally zoned in 1980. In the original 2014 decision, the County found that redesignating the property to allow industrial uses does not require a new exception to Statewide Planning Goals 3 and 4. In response to Petitioner’s First Assignment of Error, LUBA found that the County must demonstrate which particular uses were included in the 1980 exception to designate this land Rural without a new exception to Statewide Planning Goals 3 and 4. LUBA’s conclusion was based largely on the fact that the specific language that existed at the time of the appeal in OAR 660-004-0018(2) necessitated that a “physically developed” or “irrevocable committed” goal exception meet all the criteria listed under subsections (a) (b) (c) and, if applicable, (d).¹ Specifically, subsection (a) required the proposed uses be “the

¹At the time of the original application, OAR 660-004-0018 (2) read: ‘For “physically developed” and “irrevocably committed” exceptions to goals, residential plan and zone designations shall authorize a single

same as the existing land uses on the exception site.” LUBA concluded that a remand was necessary for the county to determine “... whether the RI plan and zone designation allows uses that are ‘the same as the existing land uses on the site’ as required by OAR 660-004-0018(2).” LUBA 2014-069, at 10-11.

However, in House Bill 3214, the 2015 Oregon Legislature directed LCDC to adopt or amend rules that would allow a local government to “... *rezone land in an area physically developed or committed to residential use, as described in ORS 197.732, without requiring the local government to take a new exception to statewide planning goals related to agricultural and forest lands. The rules must allow for a rezoning that authorizes the change, continuation or expansion of an industrial use that has been in operation for the five years immediately preceding the formal land use planning action that was initiated for the change, continuation or expansion of use.*” HB 3214 (2015).

In response to HB 3214, LCDC amended OAR 660-004-0018(2) to allow properties which are “physically developed” or “irrevocably committed” to non-resource uses to satisfy (a) **or** (b) **or** (c) and, if applicable, (d).² The new rule language no longer requires compliance with all subsections of Section -0018(2) simultaneously to avoid a Reasons Exception under Section -0018(4). Therefore, redesignating the property to allow industrial uses, as proposed in this application, does not necessarily require a new exception to Statewide Planning Goals 3 and 4.

Argument was provided at the October 26, 2016 public hearing asserting that the “fixed goal post rule” established by ORS 215.427(3) requires the applicant to file a new application in order for the request to be processed pursuant to amended OAR 660-004-0018. The Board finds that the “fixed goal post rule” established by ORS 215.427(3) does not apply to an application for a zone change where (1) that

numeric minimum lot size and all plan and zone designations shall limit uses, density, and public facilities and services to those:

- (a) That are the same as the existing land uses on the exception site;
- (b) That meet the following requirements:
 - (A) The rural uses, density, and public facilities and services will maintain the land as "Rural Land" as defined by the goals, and are consistent with all other applicable goal requirements;
 - (B) The rural uses, density, and public facilities and services will not commit adjacent or nearby resource land to uses not allowed by the applicable goal as described in OAR 660-004-0028; and
 - (C) The rural uses, density, and public facilities and services are compatible with adjacent or nearby resource uses;
- (c) For uses in unincorporated communities, the uses are consistent with OAR 660-022-0030, "Planning and Zoning of Unincorporated Communities", if the county chooses to designate the community under the applicable provisions of OAR chapter 660, division 22; and
- (d) For industrial development uses and accessory uses subordinate to the industrial development, the industrial uses may occur in buildings of any size and type provided the exception area was planned and zoned for industrial use on January 1, 2004, subject to the territorial limits and other requirements of ORS 197.713 and 197.714.’

² Currently OAR 660-004-0018(2) reads: ‘For "physically developed" and "irrevocably committed" exceptions to goals, residential plan and zone designations shall authorize a single numeric minimum lot size and all plan and zone designations shall limit uses, density, and public facilities and services to **those that satisfy (a) or (b) or (c) and, if applicable, (d):**’ [emphasis added] with (a) through (d) as above in footnote 1.

application for a zone change is part of, or submitted concurrent with, an application for a comprehensive plan amendment, and (2) the zone change is requested to implement the requested comprehensive plan amendment rather than as a separate request that could be approved independently of the requested comprehensive plan map amendment. *Friends of the Applegate v. Josephine County*, 44 Or LUBA 786 (2003). Therefore, it is not necessary for the applications being reviewed under Z0490-13 and Z0491-13, which include both a comprehensive plan amendment and a zone change, to be resubmitted in order to be considered under the current version of OAR 660-004-0018. The Board finds that the basis for the remand identified in the First Assignment of Error is no longer relevant and does not need to be addressed further.

2. Second Assignment of Error (Remanded): “...where the decision redesignates the new driveway that is required by Condition 2, the decision does not explain how that portion of the property has a historical commitment to industrial uses.”

LUBA determined that the County’s adoption of Conditions 2 and 3 of the original decision, which require the consolidation and relocation of the existing driveways on the subject property, must explain how that portion of the subject property that encompasses the proposed location for the relocated driveway satisfies the applicable CCCP Rural Industrial Policy 4.MM.3 (previously numbered 3.0), which requires a “historical commitment to industrial uses” in order to qualify for the RI Plan designation. The driveway is required to relocate in order to comply with sight distance safety standards according to ODOT and AASHTO standards, as per CCCP Policy 5.O.4, which requires that changes in Comprehensive Plan designation and zoning designation comply with the Transportation Planning Rule (OAR 660-12).

It is clear that the land that encompasses the proposed location for the relocated driveway does need to be rezoned to RI because past LUBA decisions have determined that an internal driveway on property that connects commercial or industrial buildings to the nearest public right of way is properly viewed as part of the commercial or industrial use, whether that driveway is labeled as “accessory” to the business or an integral part of the use itself. *Wilson v. Washington County*, 63 Or LUBA 314 (2011). As noted, leaving the site access in its present location fails to meet the safety standards, which means the proposal would not to comply with the Transportation Planning Rule (OAR 660-12), as required.

The evidence in the record fails to demonstrate that the area where the new driveway is proposed has a historic commitment to any industrial uses, as is required under CCCP Policy 4.MM.3. Although it could be argued that a “historic commitment” had been established due to the fact that at various times in the past the subject property contained several vehicles for sale along the frontage of Highway 213 in the general area of the entrance of the relocated driveway, the Board finds that is not a compelling argument for the purposes of establishing an “historic commitment” for several reasons:

- It is uncertain how long these vehicles remained in that location. Simply holding an authorization to sell cars in 1981, as evidenced in the record, does not establish a commitment. In fact, in 1997, it was determined that the

vehicle sales use did not meet the criteria for establishment of a legal non-conforming use (Z0797-97), thereby leaving doubt about the actual consistency and time committed to this use;

- The Board, in its original findings already determined that this use, which was known at the time, did not rise to the level of a “historical commitment”; and
- Even if one were to believe that the vehicles for sale along the frontage of the property could constitute a “historical commitment,” the argument does not address the remainder of the area on which the relocated driveway would traverse,; it simply addresses the entry point of the driveway.

The findings submitted by the applicant in response to the remand do not provide any additional insight to this issue. The applicant relies on the argument that the Board must balance the policies relating to the transportation system and those relating to the “historical commitment” and find that safety and public concern is of the highest importance, and therefore allow the area under the new driveway to be rezoned regardless of whether that area has a historical commitment or not.

The Board is not aware of any county or state policies or regulations that would allow the Board the discretion to choose one regulation or policy and disregard another in the manner proposed by the applicant. Having regulations to ensure zone changes do not further degrade transportation systems and having regulations to help ensure appropriate types of rural development occur in appropriate areas are both important and necessary to ensure decisions made by local jurisdictions continue to maintain logical and compatible patterns of development.

Nor has sufficient evidence been provided to demonstrate that the “area” encompassing the relocated driveway has a historical commitment to an industrial use. The BCC finds that the application cannot meet the applicable CCCP policies to satisfactorily address the issues identified in the remanded portion of the Second Assignment of Error, and therefore must be denied.

3. Third Assignment of Error (Remanded): “... the county’s findings are inadequate to respond to issues raised regarding the inconsistency of the proposed RI designation with the rural character of the area, particularly the adjacent RRFF-5 zoned properties... the county’s findings are inadequate where the findings fail to address the requirement that the RI designation is not ‘labor-intensive,’....”

The Rural Industrial section of the Land Use Chapter of the Clackamas County Comprehensive Plan, Section 4.MM.1 (formerly numbered 1.0), provides: “The Rural Industrial plan designation may be applied in non-urban areas to provide for industrial uses that are not labor-intensive and are consistent with the rural character, rural development, and rural facilities and services.”

LUBA found that the county’s findings were inadequate to address whether the proposed RI designation was consistent with the rural character of the area and particularly the adjacent RRFF-5 zoned parcels and that the proposed use is consistent with the requirement that the RI designation is “not labor intensive.”

This issue generated a fair amount of discussion at the public hearing, at which it was clarified by the applicant that while the business employs up to 40 individuals in peak summer months, it maintains approximately half that number in the winter, with nearly all employees working at construction sites and only six employees actually working on-site. The applicant failed to provide any context for the Board to understand what should be considered “labor intensive” vs. “not labor intensive” in urban and rural areas.

Furthermore, the applicants asserted that the buildings on the subject property do not generate impacts from noise or fumes and that the size and the design of the buildings on the subject property are consistent with existing development in the area. Presumably this conclusion was to address LUBA’s determination that the original findings did not sufficiently address whether the existing or proposed types and levels of industrial uses that would be allowed under the RI zoning are consistent with the rural character of this area; however no additional evidence was provided regarding this issue.

The Board finds the conclusionary statements provided by the applicant were not supported by sufficient evidence for the Board to make a definitive determination consistent with LUBA’s instruction on remand under the Third Assignment of Error. Therefore, based on the evidence in the record, including written and verbal testimony offered regarding the noise and other impacts neighbors are experiencing from the businesses on the subject property, the BCC finds that the applicant has failed to demonstrate that the proposed RI designation is consistent with the rural character of the area, and has failed to demonstrate that the proposed RI designation is not labor-intensive. The BCC finds that the application cannot meet the applicable CCCP policies to satisfactorily address the issues identified in the remanded portion of the Third Assignment of Error, and therefore must be denied.

4. Seventh Assignment of Error (Remanded): “... the county committed a procedural error that prejudiced [Petitioner’s] substantial rights when it accepted Exhibit B after the record was closed, and relied on Exhibit B and the location of the driveway to conclude that ZDO 1202.01(E) is satisfied, where the exact location of the driveway had not been determined prior to the close of the record.”

LUBA concluded that the county committed a procedural error when it accepted Exhibit B (the depiction of the relocated driveway) after the record closed and relied on Exhibit B, when the exact location of the driveway had not been previously determined. On remand, LUBA determined that the county must allow adequate opportunity for response to the evidence in Exhibit B. The county should allow adequate opportunity to respond to the proposed driveway location, the exact location of which first appeared as an attachment to the final decision.

The proposed location for the new driveway was included in the public notice sent and posted on the county’s website on September 21, 2016. The Board finds that adequate opportunity to respond to the proposed new location of the driveway has been

provided and therefore the Seventh Assignment of Error has been satisfactorily addressed.

5. Eighth Assignment of Error (Remanded): “Remand is required for the county to clarify which uses, if any, the site is limited to and revise condition 1, if necessary, to reflect those limits.”

LUBA found that the County’s decision to limit the uses of the subject property to “the same as the existing land uses” was inconsistent with those specifically allowed under the original order³ and determined that the county needs to clarify which uses are allowed. This determination appears to have been made primarily because of the need at the time under OAR 660-004-0018(2) to meet all of the criteria contained in subsections (a)-(d), which required the applicant to satisfy OAR 660-004-0018(2)(a), which provided that the uses be limited to those that are the same as the existing.

As discussed above, based on HB 3214 and the subsequent amendments to OAR 660-004-0018(2) it appears that jurisdictions are no longer required to limit zone changes to the same as those existing on the site at the time of application pursuant to OAR 660-004-0018(2)(a). Therefore, the BCC could readopt the use limitations as provided in Condition No. 1, as set forth in the prior Board Order.

Notwithstanding the above, the BCC has found that the applicant fails to meet several requirements related to its Comprehensive Plan Map Amendment and corresponding zone change request. A condition of approval limiting uses on the subject property is not necessary as a result of this decision. The Board finds that the issue remanded by LUBA under Petitioner’s Eighth Assignment of Error is effectively moot as a result of the Board’s decision to deny the application.

6. Ninth Assignment of Error (Remanded): The most traffic-intensive uses generated under the RRFF-5 zone should be compared to the most traffic-intensive uses generated under the RI zone determine whether additional transportation facilities may be significantly affected, and whether more extensive mitigation should be required or required sooner. Additionally, conditions 4, 5 and 6 are inadequate to mitigate the significant effect of the zone change.

LUBA’s decision required a revised Traffic Impact Analysis (TIA), which compares the most traffic generative uses in the RRFF-5 and RI zones to determine whether or not mitigation efforts need to be increased. LUBA also decided that Conditions 4, 5, and 6 (found in BCC Board Order 2014-46) would need to be revised so that mitigation triggers are certain to occur.

A revised TIA was completed and submitted to the county in July 2016; a copy was provided with the public notice sent out on September 21, 2016.

³ See Board Order 2014-46, Exhibit C, Condition No. 1, referencing Table 604-1, Construction and Maintenance Contractors, except that building movers shall not be a permitted use.

The Board finds that the revised TIA did provide the required analysis comparing the most traffic generative uses in the RRFF-5 and RI zones and that the increased traffic under the RI zone would significantly affect two transportation facilities near its frontage on State Hwy 213, which is designated as a major arterial in the County's Transportation System Plan. This highway is under the jurisdiction of ODOT and the Transportation Planning Rule applies. The impact area for this application includes the intersection of Hwy 213 at Henrici Road and Hwy 213 at the existing site access.

The TIA also found that the mitigation efforts/improvements identified in the Conditions of Approval would be sufficient to address these impacts, provided those conditions were revised to include a timing element to ensure they were constructed, per LUBA's direction on remand.

The Board acknowledges that the revised TIA submitted by the applicants is sufficient to address the issues identified by LUBA under the remanded portion of Petitioner's Ninth Assignment of Error, since conditions of approval could be adopted requiring the identified mitigation within a defined time period. The BCC finds, however, that the applicant fails to meet several other requirements related to its Comprehensive Plan Map Amendment and corresponding zone change request. Conditions of approval to address the significant effects of the zone change proposal are not necessary as a result of this decision. The Board finds that the issue remanded by LUBA under Petitioner's Ninth Assignment of Error is effectively moot as a result of the Board's decision to deny the application.

7. Tenth Assignment of Error: "...because an issue was raised regarding whether a new driveway to the north complies with ZDO 1202.01(E), and the findings fail to address the issue, remand is required."

LUBA found that the County must adopt findings that ensure the zone change is compliant with the county's Zoning & Development Ordinance (ZDO), Section 1202.03(C) [formerly numbered 1202.01(E)], which requires that the "[s]afety of the transportation system is adequate to serve the level of development anticipated by the zone change." LUBA's instruction on remand requires the County to specifically address whether relocating the driveway access would cause safety issues for the properties located to the north and across Hwy 213.

Indeed, testimony was provided that relocating the driveway to the northern frontage of the subject property would cause 3 driveways to access the highway in close proximity (LUBA record pgs. 144-146 and 201). Combined with testimony regarding the propensity of drivers to speed at this particular location (LUBA record pgs. 144-146 and 201), the Board finds credible evidence related to safety issues associated with the location of the proposed driveway.

The applicant notes that in the revised TIA, the transportation engineer's safety analysis (page 11-12) addresses safety, crash history and recommended safety improvements, including the need to relocate the driveway access northerly because of sight-distance concerns. The engineer and County also recommend a southbound left

turn lane at the relocated driveway access to serve traffic entering the subject property in order to address any safety issues.

While those issues are indeed addressed in the TIA, the specific issue about whether moving the driveway to the north would cause safety impacts for properties to the north and across Highway 213 are not addressed in the TIA. The left turn lane that is recommended in the TIA specifically to address the increase of inbound trips to the subject property, not for safety of neighboring driveways. No other evidence was provided by the applicant to address potential impacts to those driveways to the north and across the highway.

Therefore, the Board finds that the applicant has provided insufficient evidence to demonstrate compliance with ZDO Section 1202.03(C) [formerly numbered 1202.01(E)] in response to LUBA's remand under Petitioner's Tenth Assignment of Error.

CONCLUSION:

The Board finds that application fails to satisfy certain relevant standards and criteria applicable to this request, necessary to comply with LUBA's direction on remand. Therefore, this application is hereby denied.

March 16, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with Gladstone School District
for Kindergarten Partnership Innovation Services

Purpose/Outcomes	Programming will increase kindergarten readiness skills for students transitioning from Pre-K to kindergarten and build staff capacity to implement The Habits of Mind and Story Workshops curricula.
Dollar Amount and Fiscal Impact	\$41,280 No County General Funds are involved and no fiscal impact to the County
Funding Source	Oregon Department of Education – Early Learning Division
Duration	January 1, 2017 and terminates June 30, 2017.
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CYF-8096

BACKGROUND:

Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement with Gladstone School District to provide preschool kindergarten transition supports to 100 kindergarten and 20 preschool children and professional development opportunities to kindergarten and preschool teachers to build capacity for staff to implement the *Habits of Mind* and *Story Workshop* inquiry curricula to promote kindergarten readiness and school success.

This Agreement has a maximum value of \$41,280. No County General funds are involved and no match is required. It is effective January 1, 2017 and terminates June 30, 2017 and the Agreement has been reviewed and approved by County Counsel. It is retroactive because of the competitive process that was required to award funds, as well as the time required for Counsel Approval of the Agreement.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON
LOCAL SUBRECIPIENT GRANT AGREEMENT H3S/CYF-8096

Program Name: Kindergarten Partnership Innovation (KPI) Services
 Program/Project Number: CYF-8096

This Agreement is between **Clackamas County, Oregon**, acting by and through its
 Department of Health, Housing & Human Services (COUNTY) and **Gladstone School District** (SUBRECIPIENT), a unit of
 Local Government.

COUNTY Data

Grant Accountant: Stephanie Radford	Program Manager: Kimberly Lopez
Children, Youth & Families Division 150 Beaver Creek Rd. Oregon City, OR 97045 503-650-5678 sradford@clackamas.us	Children, Youth & Families Division 150 Beaver Creek Rd. Oregon City, OR 97045 503-650-5680 klopez@clackamas.us

SUBRECIPIENT Data

Finance/Fiscal Representative: Lennie Bjornsen	Program Representative: Catherine Willmott
Gladstone School District 17789 Webster Road Gladstone, OR 97027 503-780-2658 bjornsenl@gladstone.k12.or.us	Gladstone Teaching Preschool 17789 Webster Road Gladstone, OR 97027 503-780-2658 catherinewillmott@gmail.com
EIN: 93-6000287	

RECITALS

1. Oregon Department of Education Early Learning Division (ELD) Kindergarten Partnership & Innovation Program invests in promising models that connect families with preschool aged children to early learning environments and supports to increase children’s readiness for kindergarten and put them on track for succeeding in school.
2. Children, Youth & Families Division (CYF) has selected Gladstone School District (SUBRECIPIENT) through a competitive process to continue its implementation of:
 - High quality, innovative preschool programming in Gladstone preschool and kindergarten settings to promote readiness for kindergarten and school success.
 - Story Workshops inquiry curriculum to 20 preschoolers and 100 kindergarteners.
 - Shared Professional Development Activities to increase knowledge of inquiry approaches to learning for educators.
3. Gladstone School District (SUBRECIPIENT) is a unit of Oregon government whose mission is to “Grow Great People” through K-12 Public Education and performance through the first phase of the project demonstrates capacity to provide the services outlined in this Agreement.
4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program, as defined below.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of **January 1, 2017** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Department of Education- Early Learning Division Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in Exhibit E: Special Terms and Conditions and Exhibit F: Kindergarten Partnership and Innovation Program Requirements.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **State of Oregon Department of Education Early Learning Division #5803** issued to the COUNTY by the Oregon Department of Education Early Learning Division. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$41,280**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of

amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

9. Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Agreement.

10. Administrative Requirements. SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned”. All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Exhibit F: Kindergarten Partnership and Innovation (KPI) program requirements.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: Performance and Demographic Reporting Schedule. SUBRECIPIENT must submit Financial Reports according to the schedule specified in

Exhibit D: Request for Reimbursement. All reports must be submitted on the reporting forms provided (see Exhibits A-1, A-2, B, and D), must reference this Agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.

- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and the Oregon Department of Education- Early Learning Division , and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2017), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement, including, but not limited to: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.

- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.

- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. State Procurement Standards. Not applicable to this grant.

13. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY, its officers, elected officials, agents and employees harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- b) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$3,000,000 per occurrence for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$3,000,000.

 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Agreement, with limits not less than \$3,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and

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

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the State of Oregon, its officers, employees, and agents but only with respect to SUBRECIPIENT's activities under this Agreement. Coverage should be primary and non-contributory with any other insurance and self-insurance.
- 6) **Minors.** Not applicable to this grant.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 day notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.
- 10) **Tail Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subrecipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous

“claims made” coverage is on or before the effective date of the Agreement, for a minimum of 36 months following the later of: (i) the Subrecipient’s completion and AGENCY’s acceptance of all services required under the Agreement or, (ii) the expiration of all warranty periods provided under the Agreement. Notwithstanding the foregoing 36-month requirement, if the Subrecipient elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 36-month period described above, then the Subrecipient may request and COUNTY may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If COUNTY approval is granted, the Subrecipient shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

- 11) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.
 - 12) **Cross-Liability Clause.** A cross-liability clause or separation of insured’s condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 13) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any Agreements or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
 - f) **Governing Law.** This Agreement is made in the State of Oregon, without giving effect to the conflict of laws, provisions thereof, and shall be governed by and construed in accordance with the laws of

that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **Waiver.** The failure of either party to enforce any provision of this agreement shall not constitute a waiver by such party of that or any other provision.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

SUBRECIPIENT

Gladstone School District
17789 Webster Road
Gladstone, OR 97027

CLACKAMAS COUNTY

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


By: 
Bob Stewart, Superintendent/Designee

Dated: 03/01/2017

Signing on behalf of the Board:

By: _____
Richard Swift, Director
Health, Housing & Human Services

Dated: _____

By: 
Rodney A. Cook, Director
Children, Youth & Families Division

Dated: 3-1-17

Approved to Form

By: 
County Counsel

- Exhibit A-1: Work Plan Quarterly Report
- Exhibit A-2: Demographic Quarterly Report
- Exhibit B: Budget
- Exhibit C: Performance and Demographic Reporting Schedule
- Exhibit D: Request for Reimbursement
- Exhibit E: Special Terms and Conditions
- Exhibit F: Kindergarten Partnership and Innovation Program Requirements

March 16, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with Clackamas Education Service District
for Kindergarten Partnership Innovation Services

Purpose/Outcomes	Programming will increase school readiness skills for students through outreach and education provided to child care providers, families and children in rural areas of Clackamas County.
Dollar Amount and Fiscal Impact	\$39,030 No County General Funds are involved and no fiscal impact to the County
Funding Source	Oregon Department of Education – Early Learning Division
Duration	January 1, 2017 and terminates June 30, 2017.
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CYF-8097

BACKGROUND:

Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement with Clackamas Education Service District to provide kindergarten readiness supports to kindergarten and preschool students and their families, and child care providers in Canby, Estacada, Molalla, and Sandy.

This Agreement has a maximum value of \$39,030. No County General funds are involved and no match is required. It is effective January 1, 2017 and terminates June 30, 2017 and has been reviewed and approved by County Counsel. The Agreement is retroactive because of the competitive process that was required to award funds, as well as the time required for Counsel Approval of the Agreement.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON
LOCAL SUBRECIPIENT GRANT AGREEMENT H3S/CYF-8097

Program Name: Kindergarten Partnership Innovation (KPI) Services
 Program/Project Number: CYF-8097

This Agreement is between Clackamas County, Oregon, acting by and through its
 Department of Health, Housing & Human Services (COUNTY) and Clackamas Education Service District
 (SUBRECIPIENT), a unit of local government.

COUNTY Data

Grant Accountant: **Stephanie Radford**

Program Manager: **Kimberly Lopez**

Children, Youth & Families Division
 150 Beaver Creek Rd.
 Oregon City, OR 97045
 503-650-5678
sradford@clackamas.us

Children, Youth & Families Division
 150 Beaver Creek Rd.
 Oregon City, OR 97045
 503-650-5680
klopez@clackamas.us

SUBRECIPIENT Data

Finance/Fiscal Representative: **Chris Gibb**

Program Representative: **Antoinette Forte**

Clackamas Education Service District
 13455 SE 97th Ave.
 Clackamas, OR 97015
 503-675-4036
cgibb@clackesd.org

Clackamas Education Service District
 13455 SE 97th Ave.
 Clackamas, OR 97015
 503-675-4103
aforte@clackesd.org

EIN: 93-6000229

RECITALS

1. Oregon Department of Education Early Learning Division (ELD) Kindergarten Partnership & Innovation Program invests in promising models that connect families with preschool aged children to early learning environments and supports to increase children's readiness for kindergarten and put them on track for succeeding in school.
2. Children, Youth & Families Division (CYF) has selected Clackamas Education Service District (SUBRECIPIENT) through a competitive process to implement programming to:
 - Improve readiness for kindergarten by providing services and instruction to families and child care providers to develop skills that promote children's' early learning, social emotional development, and readiness for kindergarten.
 - Connect families to early learning resources and supports.
3. Clackamas Education Service District (SUBRECIPIENT) is a unit of Oregon government whose mission is to provide leadership and services that are most beneficial to school districts and in the best interest of children. Performance on other grant Agreements with the COUNTY has demonstrated capacity to provide the services outlined in this Agreement.
4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program, as defined below.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of **January 1, 2017** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Department of Education- Early Learning Division Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in Exhibit E: Special Terms and Conditions and Exhibit F: Kindergarten Partnership and Innovation Program Requirements.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **State of Oregon Department of Education Early Learning Division #5803** issued to the COUNTY by the Oregon Department of Education Early Learning Division. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$39,030**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
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- 8. Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
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- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
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- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2017), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement, including, but not limited to: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix)

all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.

- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. State Procurement Standards. Not applicable to this grant.

13. General Agreement Provisions.

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

Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Agreement, with limits not less than \$3,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the State of Oregon, its officers, employees, and agents but only with respect to SUBRECIPIENT's activities under this Agreement. Coverage should be primary and non-contributory with any other insurance and self-insurance.
- 6) **Minors.** Not applicable to this grant.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 day notice of cancellation provision shall be physically endorsed on to the policy.
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- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

- 10) **Tail Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subrecipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Agreement, for a minimum of 36 months following the later of: (i) the Subrecipient's completion and AGENCY's acceptance of all services required under the Agreement or, (ii) the expiration of all warranty periods provided under the Agreement. Notwithstanding the foregoing 36-month requirement, if the Subrecipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 36-month period described above, then the Subrecipient may request and COUNTY may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COUNTY approval is granted, the Subrecipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
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- 12) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- 13) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any Agreements or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon without giving effect to the conflict of laws, provisions thereof, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
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- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

SUBRECIPIENT

Clackamas Education Service District
13455 SE 97th Ave.
Clackamas, OR 97015

CLACKAMAS COUNTY

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

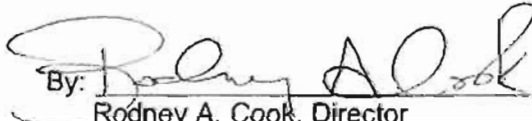
By: 
Jada Rupley, Superintendent

Dated: 2.28.17

Signing on behalf of the Board:

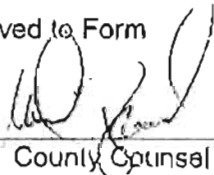
By: _____
Richard Swift, Director
Health, Housing & Human Services

Dated: _____

By: 
Rodney A. Cook, Director
Children, Youth & Families Division

Dated: 3/6/17

Approved to Form

By: 
County Counsel

- Exhibit A-1: Work Plan Quarterly Report
- Exhibit A-2: Demographic Quarterly Report
- Exhibit B: Budget
- Exhibit C: Performance and Demographic Reporting Schedule
- Exhibit D: Request for Reimbursement
- Exhibit E: Special Terms and Conditions
- Exhibit F: Kindergarten Partnership and Innovation Program Requirements

March 16, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Agreement with Oregon Children’s Foundation – Start Making A Reader Today for Kindergarten Partnership Innovation Services

Purpose/Outcomes	Programming includes twice weekly, one-on-one reading sessions with preschool and kindergarten students and books for them to take home, and training for parents to better support the early learning of their children.
Dollar Amount and Fiscal Impact	\$20,199 No County General Funds are involved and no fiscal impact to the County
Funding Source	Oregon Department of Education – Early Learning Division
Duration	January 1, 2017 and terminates June 30, 2017.
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CYF-8093

BACKGROUND:

Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of a Subrecipient Agreement with Oregon Children’s Foundation – Start Making A Reader Today to provide twice weekly, one-on-one reading sessions with 120 preschool and kindergarten students and books to take home, as well as educational support to parents to improve their ability to promote their child’s early literacy and love of reading.

This Agreement has a maximum value of \$20,199. No County General funds are involved and no match is required. It is effective January 1, 2017 and terminates June 30, 2017 and has been reviewed and approved by County Counsel. The Agreement is retroactive because of the competitive process that was required to award funds, as well as the time required for Counsel Approval of the Agreement.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON
LOCAL SUBRECIPIENT GRANT AGREEMENT H3S/CYF-8093

Program Name: Kindergarten Partnership Innovation (KPI) Services
 Program/Project Number: CYF-8093

This Agreement is between Clackamas County, Oregon, acting by and through its
 Department of Health, Housing & Human Services (COUNTY) and Oregon Children's Foundation – Start Making A
 Reader Today (SUBRECIPIENT), an Oregon Non-Profit Corporation.

COUNTY Data

Grant Accountant: Stephanie Radford	Program Manager: Kimberly Lopez
Children, Youth & Families Division 150 Beaver Creek Rd. Oregon City, OR 97045 503-650-5678 sradford@clackamas.us	Children, Youth & Families Division 150 Beaver Creek Rd. Oregon City, OR 97045 503-650-5680 klopez@clackamas.us

SUBRECIPIENT Data

Finance/Fiscal Representative: Chris Otis	Program Representative: Nathan Buck
Oregon Children's Foundation 101 SW Market Street Portland, OR 97201 971-634-1634 cotis@getsmartoregon.org	Oregon Children's Foundation 101 SW Market Street Portland, OR 97201 971-634-1607 nbuck@getsmartoregon.org
EIN: 93-1051724	

RECITALS

1. Oregon Department of Education Early Learning Division (ELD) Kindergarten Partnership & Innovation Program invests in promising models that connect families with preschool aged children to early learning environments and supports to increase children's readiness for kindergarten and put them on track for succeeding in school.
2. Children, Youth & Families Division (CYF) has selected Oregon Children's Foundation (SUBRECIPIENT) through a competitive process to implement programming to:
 - Provide twice weekly one-on-one reading sessions with 120 preschool and kindergarten children.
 - Provide books to the children to take home to reinforce at-home reading.
 - Provide parents/families of the children additional training and support to improve their ability to develop their children's literacy skills and love of reading.
3. Oregon Children's Foundation (SUBRECIPIENT) is a 501(c)(3) organization whose mission is to engage community volunteers to read one-on-one with Pre-K through third-grade children who need reading support and to distribute new books to the children to keep and read with their families. Its long history of providing literacy supports to children demonstrates capacity to provide the services outlined in this Agreement.
4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program, as defined below.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of **January 1, 2017** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Department of Education- Early Learning Division Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in Exhibit E: Special Terms and Conditions and Exhibit F: Kindergarten Partnership and Innovation Program Requirements.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **State of Oregon Department of Education Early Learning Division #5803** issued to the COUNTY by the Oregon Department of Education Early Learning Division. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$20,199**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.

- 8. Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
- 9. Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Agreement.
- 10. Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned”. All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Exhibit F: Kindergarten Partnership and Innovation (KPI) program requirements.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.

- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: Performance and Demographic Reporting Schedule. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on the reporting forms provided (see Exhibits A-1, A-2, B, and D), must reference this Agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and the Oregon Department of Education- Early Learning Division , and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2017), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement, including, but not limited to: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix)

all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.

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immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

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(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

SUBRECIPIENT

Oregon Children's Foundation
101 SW Market Street
Portland, OR 97201

By: 
Chris Otis, Executive Director

Dated: 3/1/2017

CLACKAMAS COUNTY

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

Signing on behalf of the Board:

By: _____
Richard Swift, Director
Health, Housing & Human Services

Dated: _____

By: 
Rodney A. Cook, Director
Children, Youth & Families Division

Dated: 3-1-17

Approved to Form

By: 
County Counsel

- Exhibit A-1: Work Plan Quarterly Report
- Exhibit A-2: Demographic Quarterly Report
- Exhibit B: Budget
- Exhibit C: Performance and Demographic Reporting Schedule
- Exhibit D: Request for Reimbursement
- Exhibit E: Special Terms and Conditions
- Exhibit F: Kindergarten Partnership and Innovation Program Requirements

March 16, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with Oregon City School District
for Kindergarten Partnership Innovation Services

Purpose/Outcomes	Programming includes kindergarten readiness support to OCSD students, outreach to families to improve connections to early learning and school supports, intensive services to children with high social/emotional needs, and professional development for kindergarten and preschool teachers.
Dollar Amount and Fiscal Impact	\$195,087 No County General Funds are involved and no fiscal impact to the County
Funding Source	Oregon Department of Education – Early Learning Division
Duration	January 1, 2017 and terminates June 30, 2017.
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CYF-8101

BACKGROUND:

Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement with Oregon City School District to provide kindergarten readiness supports to 500 students, early learning supports to families with children transitioning to kindergarten, and professional development to preschool and kindergarten teaching staff.

This Agreement has a maximum value of \$195,087. No County General funds are involved and no match is required. It is effective January 1, 2017 and terminates June 30, 2017 and has been reviewed and approved by County Counsel. The Agreement is retroactive because of the competitive process that was required to award funds, as well as the time required for Counsel Approval of the Agreement.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON

LOCAL SUBRECIPIENT GRANT AGREEMENT H3S/CYF-8101

Program Name: Kindergarten Partnership Innovation (KPI) Services

Program/Project Number: CYF-8101

This Agreement is between Clackamas County, Oregon, acting by and through its Department of Health, Housing & Services (COUNTY) and Oregon City School District (SUBRECIPIENT), a unit of local Government.

COUNTY Data

Grant Accountant: **Stephanie Radford**

Program Manager: **Kimberly Lopez**

Children, Youth & Families Division
150 Beaver Creek Rd.
Oregon City, OR 97045
503-650-5678
sradford@clackamas.us

Children, Youth & Families Division
150 Beaver Creek Rd.
Oregon City, OR 97045
503-650-5680
klopez@clackamas.us

SUBRECIPIENT Data

Finance/Fiscal Representative: **Michael Sweeten**

Program Representative: **Michael Sweeten**

Oregon City School District (OCSD)
1417 12th Street
Oregon City, OR 97045
503-785-8150
michael.sweeten@orecity.k12.or.us

Oregon City School District (OCSD)
1417 12th Street
Oregon City, OR 97045
503-668-8065
michael.sweeten@orecity.k12.or.us

EIN:

RECITALS

1. Oregon Department of Education Early Learning Division (ELD) Kindergarten Partnership & Innovation Program invests in promising models that connect families with preschool aged children to early learning environments and supports to increase children's readiness for kindergarten and put them on track for succeeding in school.
2. Children, Youth & Families Division (CYF) has selected Oregon City School District (OCSD) (SUBRECIPIENT) through a competitive process to implement programming to:
 - Implement the "Feeling Buddies" curriculum in all OCSD kindergarten classrooms.
 - Host Friday Events in the school libraries to facilitate connection to and familiarity with the school for incoming kindergarteners and their families.
 - Implement several parenting workshops to assist parents to support self-regulation skills and social/emotional needs of their kindergarteners.
 - Provide intensive support to students with high social/emotional needs.
 - Conduct professional development training for kindergarten and preschool teachers, including Head Start and Early Head Start staff on the topics of self-regulation and social/emotional support for students entering school.
3. OCSD (SUBRECIPIENT) is a unit of local government whose mission is to educate students towards completion of a secondary diploma. OCSD has demonstrated capacity to provide the services outlined in this Agreement.
4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program, as defined below.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of **January 1, 2017** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Department of Education- Early Learning Division Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in Exhibit E: Special Terms and Conditions and Exhibit F: Kindergarten Partnership and Innovation Program Requirements.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **State of Oregon Department of Education Early Learning Division #5803** issued to the COUNTY by the Oregon Department of Education Early Learning Division. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$195,087**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.

- 8. Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
- 9. Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activities described herein except as set forth in this Agreement.
- 10. Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned”. All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Exhibit F: Kindergarten Partnership and Innovation (KPI) program requirements.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.

- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance and Demographic Reports according to the schedule specified in Exhibit C: Performance Reporting Schedule. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on the reporting forms provided (see Exhibits A-1, A-2, B, and D), must reference this Agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and the Oregon Department of Education- Early Learning Division , and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2017), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original Agreement and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original Agreement and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement, including, but not limited to: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix)

all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.

- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. State Procurement Standards. Not applicable to this grant.

13. General Agreement Provisions.

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

Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Agreement, with limits not less than \$3,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the State of Oregon, its officers, employees, and agents but only with respect to SUBRECIPIENT's activities under this Agreement. Coverage should be primary and non-contributory with any other insurance and self-insurance.
- 6) **Minors.** Not applicable to this grant.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 day notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

- 10) **Tail Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subrecipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Agreement, for a minimum of 36 months following the later of: (i) the Subrecipient's completion and AGENCY's acceptance of all services required under the Agreement or, (ii) the expiration of all warranty periods provided under the Agreement. Notwithstanding the foregoing 36-month requirement, if the Subrecipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 36-month period described above, then the Subrecipient may request and COUNTY may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COUNTY approval is granted, the Subrecipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
 - 11) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.
 - 12) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 13) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any Agreements or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, without giving effect to the conflict of law provisions thereof, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **Waiver.** The failure of either party to enforce any provision of this agreement shall not constitute a waiver by such party of that or any other provision.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

(CLACKAMAS COUNTY)

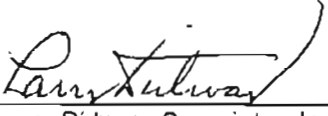
AGREED as of the Effective Date.

SUBRECIPIENT

Oregon City School District
PO Box 547
Sandy, OR 97055

CLACKAMAS COUNTY

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

By: 
Larry Didway, Superintendent

Signing on behalf of the Board:

By: _____
Richard Swift, Director
Health, Housing & Human Services


Dated: _____

Dated: _____

By: 
Rodney A. Cook, Director
Children, Youth & Families Division

Dated: 3-1-17

Approved to Form

By: 
County Counsel

- Exhibit A-1: Work Plan Quarterly Report
- Exhibit A-2: Demographic Quarterly Report
- Exhibit B: Budget
- Exhibit C: Performance and Demographic Reporting Schedule
- Exhibit D: Request for Reimbursement
- Exhibit E: Special Terms and Conditions
- Exhibit F: Kindergarten Partnership and Innovation Program Requirements

March 16, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with Oregon Trail School District
for Kindergarten Partnership Innovation Services

Purpose/Outcomes	Programming includes kindergarten readiness support and outreach to OTSD students and their families to improve connections to early learning and school supports, and development of a plan to align expectations for learning and behavior between preschool and kindergarten.
Dollar Amount and Fiscal Impact	\$10,000 No County General Funds are involved and no fiscal impact to the County
Funding Source	Oregon Department of Education – Early Learning Division
Duration	January 1, 2017 and terminates June 30, 2017.
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CYF-8092

BACKGROUND:

Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement with Oregon Trail School District to provide kindergarten readiness and early learning supports to families with kindergarten students or children transitioning to kindergarten, and development of a plan to align expectations for learning and behavior between preschool and kindergarten classes.

This Agreement has a maximum value of \$10,000. No County General funds are involved and no match is required. It is effective January 1, 2017 and terminates June 30, 2017 and has been reviewed and approved by County Counsel. The Agreement is retroactive because of the competitive process that was required to award funds, as well as the time required for Counsel Approval of the Agreement.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON
LOCAL SUBRECIPIENT GRANT AGREEMENT H3S/CYF-8092

Program Name: Kindergarten Partnership Innovation (KPI) Services
 Program/Project Number: CYF-8092

This Agreement is between Clackamas County, Oregon, acting by and through its Department of Health, Housing & Services (COUNTY) and Oregon Trail School District (SUBRECIPIENT), a unit of local Government.

COUNTY Data

Grant Accountant: **Stephanie Radford**

Program Manager: **Kimberly Lopez**

Children, Youth & Families Division
 150 Beaver Creek Rd.
 Oregon City, OR 97045
 503-650-5678
sradford@clackamas.us

Children, Youth & Families Division
 150 Beaver Creek Rd.
 Oregon City, OR 97045
 503-650-5680
klopez@clackamas.us

SUBRECIPIENT Data

Finance/Fiscal Representative: **Debbie Johnson**

Program Representative: **Rachael George**

Oregon Trail School District (OTSD)
 PO Box 547
 Sandy, OR 97055
 503-668-5541 x4002
debbie.johnson@ortrail.k12.or.us

Oregon Trail School District (OTSD)
 PO Box 547
 Sandy, OR 97055
 503-668-8065
rachael.george@ortrail.k12.or.us

EIN: 93-600232

RECITALS

1. Oregon Department of Education Early Learning Division (ELD) Kindergarten Partnership & Innovation Program invests in promising models that connect families with preschool aged children to early learning environments and supports to increase children's readiness for kindergarten and put them on track for succeeding in school.
2. Children, Youth & Families Division (CYF) has selected Oregon Trail School District (OTSD) (SUBRECIPIENT) through a competitive process to implement programming to:
 - Align the expectations for academic skills/concepts and behavior between preschool classrooms and kindergarten classrooms, so that preschool-aged children are better prepared when they enter kindergarten.
 - Intentionally engage parents of preschool and kindergarten children to increase their ability to improve their child's transition into kindergarten.
3. OTSD (SUBRECIPIENT) is a unit of local government whose mission is to educate students towards completion of a secondary diploma. OTSD has demonstrated capacity to provide the services outlined in this Agreement.
4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program, as defined below.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of **January 1, 2017** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Department of Education- Early Learning Division Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in Exhibit E: Special Terms and Conditions and Exhibit F: Kindergarten Partnership and Innovation Program Requirements.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **State of Oregon Department of Education Early Learning Division #5803** issued to the COUNTY by the Oregon Department of Education Early Learning Division. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$10,000**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
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- 8. Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
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 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
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- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance and Demographic Reports according to the schedule specified in Exhibit C: Performance Reporting Schedule. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on the reporting forms provided (see Exhibits A-1, A-2, B, and D), must reference this Agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and the Oregon Department of Education- Early Learning Division , and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2017), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original Agreement and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original Agreement and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement, including, but not limited to: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix)

all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.

- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. State Procurement Standards. Not applicable to this grant.

13. General Agreement Provisions.

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

Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Agreement, with limits not less than \$3,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the State of Oregon, its officers, employees, and agents but only with respect to SUBRECIPIENT's activities under this Agreement. Coverage should be primary and non-contributory with any other insurance and self-insurance.
- 6) **Minors.** Not applicable to this grant.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 day notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

- 10) **Tail Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subrecipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Agreement, for a minimum of 36 months following the later of: (i) the Subrecipient's completion and AGENCY's acceptance of all services required under the Agreement or, (ii) the expiration of all warranty periods provided under the Agreement. Notwithstanding the foregoing 36-month requirement, if the Subrecipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 36-month period described above, then the Subrecipient may request and COUNTY may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COUNTY approval is granted, the Subrecipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

 - 11) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

 - 12) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.

 - 13) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subAgreements or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.

 - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.

 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, without giving effect to the conflict of law provisions thereof, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.

- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.

- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

- l) **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

SUBRECIPIENT

Oregon Trail School District
PO Box 547
Sandy, OR 97055

CLACKAMAS COUNTY

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

By: 
Tim Belanger, Business Director

Dated: 3-2-2017

Signing on behalf of the Board:

By: _____
Richard Swift, Director
Health, Housing & Human Services

Dated: _____

By: 
Rodney A. Cook, Director
Children, Youth & Families Division

Dated: 3/16/17

Approved to Form

By: 
County Counsel

- Exhibit A-1: Work Plan Quarterly Report
- Exhibit A-2: Demographic Quarterly Report
- Exhibit B: Budget
- Exhibit C: Performance and Demographic Reporting Schedule
- Exhibit D: Request for Reimbursement
- Exhibit E: Special Terms and Conditions
- Exhibit F: Kindergarten Partnership and Innovation Program Requirements

March 16, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Subrecipient Grant Agreement with Northwest Family Services
for A&D Pre-engagement and Prevention for At Risk or High Risk Youth**

Purpose/Outcomes	Provide outreach, engagement, and recovery for at risk or high risk youth engaging in alcohol and drug from Clackamas County Middle and High Schools
Dollar Amount and Fiscal Impact	Annual maximum is \$50,350.
Funding Source	State of Oregon A&D Block Grant Funding (Fund Source: 0520 SAPT GR Treatment & Prevention Funds, CFDA #93.959). No County General Funds involved.
Duration	January 1, 2017 through June 30, 2017
Previous Board Action	NA
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division, 503-742-5305
Contract No.	8041 & 17-035

BACKGROUND:

The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department requests the approval of a subrecipient grant agreement with Northwest Family Services. This agreement provides outreach, engagement, and recovery for at risk or high risk youth engaging in alcohol and drug from Clackamas County middle and high schools. Northwest Family Services provides drug and alcohol prevention and treatment services using a variety of strategies such as outreach events, education seminars, counseling, mentorship, and programs in support of child well-being and family stability.

This contract is effective January 1, 2017 through June 30, 2017 with an annual maximum expenditure of \$50,350. County Counsel reviewed and approved this agreement February 23, 2017.

This contract is retroactive due to continued, unexpected staff shortfalls.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services Department



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 16, 2017

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

Members of the Board:

Approval of an Intergovernmental Agreement between North Clackamas Parks & Recreation District (NCPRD) with Clackamas County's Department of Transportation and Development (DTD) to Provide Assistance in Construction Management Services
Related to Repairing the Casa Del Rey Bridge at North Clackamas Park

Purpose/Outcomes	This Intergovernmental Agreement governs the roles, responsibilities and requirements for DTD to provide construction management assistance, engineering, design, permitting and repairs to NCPRD for the Casa Del Rey footbridge located at North Clackamas Park, 5440 SE Kellogg Creek Drive, Milwaukie, Or, 97222.
Dollar Amount and Fiscal Impact	Overall Project Cost Estimate: \$53,000 FEMA \$19,700 NCPRD \$33,300
Funding Source	Federal Emergency Management Agency (FEMA) NCPRD General Fund
Duration	This project will be completed by December 31, 2017.
Previous Board Action	None.
Strategic Plan Alignment	This action aligns with the following Board strategic priorities: <ul style="list-style-type: none"> • Build public trust through good government • Ensure safe, healthy and secure communities • Build a strong infrastructure
Contact Person	Devin Patterson, <i>Project Manager</i> , 503-742-4666. Kevin Cayson, <i>Parks Maintenance Supervisor</i> , 503-794-8030

BACKGROUND:

This is an Intergovernmental Agreement between North Clackamas Parks and Recreation District and Clackamas County Department of Transportation and Development to provide construction management services which will include engineering, design, permitting, and construction repairs to provide protection to existing abutments on the North and South sides of the Casa Del Rey footbridge located at North Clackamas Park. This foot bridge is 27' long and 6' wide. It provides access to the park from the North. These abutments sustained significant erosion due to flooding which occurred in December of 2016. FEMA has inspected and recommended repairs and mitigation measures.

County Counsel has reviewed and approved this document.

RECOMMENDATION:

Staff respectfully recommends that The Board of County Commissioners, acting as the Governing Body of the North Clackamas Parks and Recreation District, approve and sign the attached IGA with Clackamas County Department of Transportation and Development whereby DTD staff can provide construction management services to NCPRD for the Casa Del Rey bridge repairs as outlined in the agreement.

ATTACHMENT:

1. Proposed IGA between NCPRD and Clackamas County

Respectfully submitted,

Mike Bezner
Assistant Director

**INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY
AND THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
RELATED TO REPAIR OF THE CASA DEL REY BRIDGE**

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“COUNTY”), a corporate body politic, and the North Clackamas Parks and Recreation District (“DISTRICT”), a county service District formed pursuant to ORS Chapter 451”, pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the “Parties” and each a “Party.”

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the Casa Del Rey pedestrian bridge (the “Bridge”) is located in the City of Milwaukie and within the boundaries of the District;

WHEREAS, the District maintains the Bridge on behalf of the City of Milwaukie;

WHEREAS, both Bridge abutments have experienced water-related scour, the northern abutment has cracked, and all are in need of repair;

WHEREAS, the District has applied to the State of Oregon, through the Oregon Military Department, Office of Emergency Management (“OEM”) for grant funding made available by the Federal Emergency Management Agency (“FEMA”) to assist with repairs to the Bridge;

WHEREAS, the District and County anticipate that repairs to the Bridge will require the work set forth in Exhibit “A” which is attached hereto and incorporated herein, which generally includes design and engineering services as well as construction services to implement repairs to the Bridge (the “Project”);

WHEREAS, the County estimates the total cost of the work associated with the Project shall not exceed \$53,000.00;

WHEREAS, the County has particular expertise in the design, permitting, engineering and repair of bridge structures; and

WHEREAS, the District would like to engage the County to perform the work associated with the Project and the County is willing to perform the work;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or December 31, 2017, whichever is sooner.
2. **Rights and Obligations of the County.**
 - A. The County agrees to complete the work associated with the Project, as more specifically described in Exhibit “A.”
 - B. The County will coordinate with the District in the design, permitting, engineering and construction associated with the Project.

- C. The County shall secure all necessary permits from the City of Milwaukie, Oregon Department of State Lands, Oregon Department of Fish and Wildlife and the US Army Corps of Engineers, as applicable.
- D. The County will comply with any grant funding requirements imposed by FEMA and OEM associated with the grant funding related to the Project. At a minimum, the County will not default under the terms of its agreement with OEM titled “Infrastructure Contract 4258-DR-OR.”
- E. The County shall submit invoices to the District for reimbursement of costs billed to the Project. The County shall submit invoices to the District within thirty (30) days from the date that costs are incurred. Notwithstanding any provision herein which may be construed to the contrary, the total compensation provided to the County by the District under this Agreement shall not exceed \$53,000.00 without prior written amendment of this Agreement executed by the County and the District.

The County shall submit invoices to the District at the following address:

North Clackamas Parks and Recreation District
Attention: Kevin Cayson
150 Beaver Creek Road
Oregon City, OR 97045

A copy of County invoices may be emailed to: KevinC@clackamas.us

- F. Clackamas County is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272.

3. **Rights and Obligations of the District.**

- A. The District hereby agrees to pay to the County a sum not to exceed \$53,000 for the work associated with the Project, as more specifically described in Exhibit “A.”
- B. The District will coordinate with the County in the design, permitting, engineering and construction associated with the Project.
- C. When requested, the District will provide timely feedback regarding design, permitting, engineering and construction issues. Timely feedback is defined as any reasonable deadline specified by the County in carrying out the above mentioned tasks.
- D. The District will respond in a timely manner to the County’s requests to execute applications or documents and to provide information or approval to the County specifically related to fulfilling the purpose of this Agreement.
- E. The District will cooperate with the County for purposes of fulfilling the County’s obligations under that certain agreement between the County and OEM titled “Infrastructure Contract 4258-DR-OR.”
- F. The District shall reimburse the County for invoices submitted by the County for costs billed to the Project and incurred by the County. The District shall issue payment to the County for approved costs within 30 days of receipt of invoices. Notwithstanding any provision herein which may be construed to the contrary, the total compensation provided to the County by the District under this Agreement shall not exceed \$53,000.00 without prior written amendment of this Agreement executed by the County and the District.

4. Work Plan and Project Schedule.

- A. It is the desire of both Parties to complete the Project as soon as practicable, if possible prior to December 31, 2017. The County will diligently pursue completion of the Project prior to December 31, 2017. The District acknowledges that it may not be possible to complete any or all of the Project within the desired time frame due to circumstances beyond the control of the Agency.
- i. These circumstances include, but are not limited to, the length of time necessary to obtain necessary permits or land use approvals, the timing and availability of OEM and FEMA grant funds and the construction window available as a result of in-water work.
 - ii. Design and construction timing is also highly dependent on the receipt of necessary information and approvals requested by the County. All Parties will in good faith attempt to meet project deadlines but recognize timelines may need to be adjusted because of unforeseen circumstances. The County will provide prompt notice to the District of any anticipated delays in the schedule. The District agrees to not unreasonably withhold consent to extensions in the schedule.
- B. In the event any part of the Project is unable to be completed by December 31, 2017, the Parties may mutually agree in writing to adjust the Project timeline and this Agreement, or modify or terminate the Project as necessary. In the event of alterations to the Project, other terms of this Agreement shall remain in effect except for mutually agreed upon changes. In no event shall the District claim any damages, monetary or otherwise, resulting from the Agency's failure to complete the Project by December 31, 2017.

5. Termination.

- A. The County and the District, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the District may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the District shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The District may terminate this Agreement in the event the District fails to receive funding from FEMA related to the Project or fails to receive other expenditure authority sufficient to allow the District, in the exercise of its reasonable administrative discretion, to continue to

make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the District is prohibited from paying for such work from the planned funding source.

- E. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- F. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

6. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the District, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control.
- C. The District, as a recipient of federal funds, shall assume sole liability for the District's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon the District's breach of any such conditions that requires the return funds to FEMA, hold harmless and indemnify the County for any amounts equal to the funds received under this Agreement for work completed on the Project; or if legal limitations apply to the indemnification ability of the District, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

7. **Party Contacts**

- A. Devin Patterson or his designee will act as liaison for the County for the Project.

Contact Information:

Clackamas County- Department of Transportation and Development
150 Beavercreek Road
Oregon City, OR 97045
(503) 742-4666 or DevinPat@clackamas.us

- B. Kevin Cayson or his designee will act as liaison for the District for the Project.

Contact Information:

North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045
(503) 794-8030 or KevinC@clackamas.us

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

8. General Provisions

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved
- E. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- F. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- G. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- K. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the District.
- L. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- M. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- N. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

[Signatures on Following Page]

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

Clackamas County

**North Clackamas Parks and Recreation
District**

Chair, Board of County Commissioners

Chair, North Clackamas Parks and Recreation
District

Date

Date

Exhibit A

SCOPE OF WORK TO BE COMPLETED Casa Del Rey Bridge 5440 SE Kellogg Creek Dr, Milwaukie, Or, 97222

1. Provide all necessary design, inspection and project overview and management to provide protection to existing abutments on the N and S side of the Casa Del Rey Bridge located at 5440 SE Rusk Rd, Milwaukie Oregon.
2. Project to include riprap removal and replacement. Grouted riprap for slope protection as required by FEMA Form 90-91 (3/8 to 1/4 cubic yard pieces). Shoring up of existing abutment's cracks as required by the County Bridge shop Engineers damage/repair assessment (see attached county bridge inspection report "Maintenance Recommendations"). Provide necessary soil and plant material and labor for mitigation. Provide all materials equipment and labor necessary to complete project including disposal and hauling. The "Scope of Work" section, as set forth in the attached FEMA Form 90-91, and the "Maintenance Recommendations" section of the attached county bridge inspection report, are hereby incorporated as tasks to be completed as part of the Project.
3. Provide all necessary Corps, DSL, local building and land use Permitting for project along with any required Hydrological and wetland analysis and any associated survey work.

Task	Estimated Cost	Assumptions/Comments
Project Management	\$5,000.00	
Design (including various meetings)	\$10,000.00	
Survey	\$10,000.00	Survey, topo, plan sheet creation
Hydraulic/Wetland Analysis	\$10,000.00	Regional Regression + Hec-RAS +
Corps/DSL Permitting	\$5,000.00	Time + Permit Fee (\$729)
City Land Use/Building Permit	\$2,000.00	
Construction Inspection	\$2,000.00	
Construction (Time/Equipment)	\$5,000.00	
Materials	\$4,000.00	Rip Rap, Top Soil, Vegetation, Erosion Control
Subtotal	\$53,000.00	Total Plan Cost

CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 17-035	
Project Name: <i>A&D Pre-engagement and Prevention</i> Project Number: 38006 – A&D Block Grant	
This Agreement is between <u>Clackamas County</u> , Oregon, acting by and through its Department of Health, Housing and Human Services (COUNTY), and <u>Northwest Family Services</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
Clackamas County Data	
Grant Accountant: <i>Ed Jones</i>	Program Manager: <i>Mary Rumbaugh</i>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5410 ejones@clackamas.us	Clackamas County – Behavioral Health Division 2051 Kaen Road, Suite 154 Oregon City, OR 97045 (503) 742-5353 MaryRum@co.clackamas.or.us
Subrecipient Data	
Finance/Fiscal Representative: <i>Rose Fuller</i>	Program Representative: <i>Rose Fuller</i>
Northwest Family Services 6200 SW King Road Portland, OR 97222 503-546-6377 rfuller@nwfs.org DUNS: 812467134	Northwest Family Services 6200 SW King Road Portland, OR 97222 503-546-6377 rfuller@nwfs.org

RECITALS

1. WHEREAS, Clackamas County ("COUNTY"), is a political subdivision of the State of Oregon;

WHEREAS, COUNTY holds an Intergovernmental Agreement ("IGA") for the Financing of Community Addictions and Mental Health Services (Agreement No.147783) with the State of Oregon acting by and through its Oregon Health Authority ("OHA") for the biennium term of 2015-2017;

WHEREAS, ORS 430.610(4) and 430.640(1) authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of community addictions and mental health programs operated or contracted for by one or more counties;

WHEREAS, COUNTY has established and proposes, during the term of the IGA, to operate or contract for the operation of community addictions and mental health programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, COUNTY has requested financial assistance from OHA to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, OHA is willing, upon the terms of and conditions of the aforementioned IGA, to provide financial assistance to COUNTY to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, various statutes authorize OHA and COUNTY to collaborate and cooperate in providing for basic community addictions and mental health programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds;

WHEREAS, Northwest Family Services ("SUBRECIPIENT") is a nonprofit that provides drug and alcohol prevention and treatment services through a variety of strategies such as outreach events, education seminars, counseling, mentorship, and programs in support of child well-being and family stability;

2. THEREFORE, the parties seek to provide outreach, engagement, and recovery for at risk or high risk youth engaging in alcohol and drug from Clackamas County Middle and High Schools through this Subrecipient Grant Agreement of federal financial assistance, which sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

According to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the January 1, 2017 and shall expire on June 30, 2017, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the CMHP IGA 147783 awarded on July 1, 2015 are the source of the grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (CFR), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by the COUNTY, which are attached to and made a part of this Agreement by reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the 2015-2017 Intergovernmental Agreement for the Financing of Community Service Addictions and Mental Health Services (Agreement #147783, State of Oregon Service Element A&D 66 – A&D Block Grant Funding: 0520 SAFT GR Treatment & Prevention Funds, CFDA 93.959). The maximum, not to exceed, grant amount that the COUNTY will pay is \$50,350. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to

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

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of the SUBRECIPIENT.
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - g) **Indirect Cost Recovery.** SUBRECIPIENT elects to use the federal *de minimis* rate of 10% of total modified direct costs for indirect cost recovery. This amount is incorporated by reference into the SUBRECIPIENT program budget in Exhibit B.
 - h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.

- i) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- j) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement.
- m) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- n) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. SUBRECIPIENTS of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is

<https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- q) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- s) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services Agreement #147783, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- t) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional

requirements are as specified in 45 CFR Part 96; also portions of the 2 CFR Part 200/45 CFR Part 75

- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- f) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY'S performance under the Agreement is conditioned upon SUBRECIPIENT'S compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.

- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents 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 operations of the SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this AGREEMENT.

SUBRECIPIENT(S) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") 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 SUBRECIPIENT or any of the officers, agents, employees or subcontractors of the SUBRECIPIENT ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the SUBRECIPIENT from and against any and all Claims.

- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in

the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 2) **Commercial Automobile Liability.** SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
- 3) **Professional Liability.** SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" and "the State of Oregon and its officers, employees and agents" as additional insureds.
- 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 days-notice of cancellation provision shall be physically endorsed on to the policy.
- 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

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

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report
- Exhibit F: Final Financial Report
- Exhibit G: Required Federal Terms and Conditions
- Exhibit H: Community Addictions and Mental Health Services Subrecipient Agreement Provisions

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

NORTHWEST FAMILY SERVICES

By: *Ross Jeller*
Executive Director

3/7/2017

Date

6200 SE King Rd

Street Address

Portland OR 97222

City / State / Zip

503-546-6377

Phone

503-546-9397

Fax

CLACKAMAS COUNTY

Commissioner Jim Bernard, Chair

Commissioner Sonya Fischer

Commissioner Ken Humberston

Commissioner Paul Savas

Commissioner Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing & Human Service Department

Date

Recording Secretary

Date

Approved to Form:

[Signature]
County Counsel

7 March 2017
Date

DRAFT

Approval of Previous Business Meeting Minutes:
February 23, 2017

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, February 23, 2017 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Paul Savas, Vice Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Martha Schrader

EXCUSED: Commissioner Jim Bernard, Chair

Chair Bernard is attending another meeting this morning, Vice Chair Paul Savas will serve as Chair for this meeting.

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATIONS

1. Presentation of the Certificate of State Accreditation for the Clackamas County Sheriff's Office

Craig Roberts, Clackamas County Sheriff presented the staff report and introduced Andrew Gale, Clackamas County Sheriff's office and Ed Boyd, Oregon Accreditation Alliance who spoke about the Accreditation process. Mr. Boyd presented the Clackamas County Sheriff's Office with the Certificate of State Accreditation.

~Board Discussion~

2. Presentation Regarding the Impacts of Human Trafficking in Clackamas County
Craig Roberts, Clackamas County Sheriff introduced some of his staff, Jason Ritter and Jeff Smith in the audience and Mike Copenhaver and Steve Case who came to the front to speak and present the PowerPoint.

~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Justin Gombos, Lake Oswego – Stafford Area not ready of urbanization at this time.
2. Les Poole, Gladstone – citizen participation, urbanization, rural living handbook, and safety for code enforcement.

~Board Discussion~

III. PUBLIC HEARING

Chair Savas announced the Board will recess as the Board of County Commissioners and convene as the Development Agency for the next item.

1. **Resolution No. 2017-09** for a Clackamas County Development Agency Supplemental Budget (Greater than 10% and Budget Reduction) for Fiscal Year 2016-2017

Dave Queener, Clackamas County Development Agency presented the staff report.

Chair Savas opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion.

MOTION:

Commissioner Schrader: I move we approve the Resolution for a Clackamas County Development Agency Supplemental Budget, Greater than 10% and Budget Reduction for Fiscal Year 2016-2017
Commissioner Humberston: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Chair Savas: Aye – the Ayes have it, the motion passes 4-0.

Chair Savas adjourned as the Development Agency and reconvened as the Board of County Commissioners for the remainder of the meeting.

IV. CONSENT AGENDA

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

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Chair Savas: Aye – the Ayes have it, the motion passes 4-0.

A. Health, Housing & Human Services

1. Approval of a Professional Services Agreement with Oregon Family Support Network for Peer Delivered Services System of Care for Families in Crisis in Emergency Department – *Behavioral Health*
2. Approval of a Subrecipient Grant Agreement # 17-027 with the Folk-Time, Inc. for Peer-Directed Mental Health Support Services in Clackamas County – *Behavioral Health*
3. Approval of Agency Services Contract #7069 Amendment #2 with Catholic Community Services of Western Washington for Family Search and Engagement Services – *Behavioral Health*
4. Approval to apply for the Oregon Criminal Justice Commission (CJC) Adult Drug Court (ADC) Grant with the CJC, to Continue Providing ADC services – *Health Centers*
5. Approval to apply for the Oregon Criminal Justice Commission (CJC) Mental Health Court (MHC) Grant with the CJC, to Continue Providing MHC services – *Health Centers*
6. Approval of an Intergovernmental Subrecipient Agreement, Amendment #1 with City of Oregon City/Pioneer Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*

B. Elected Officials

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

C. County Counsel

1. Initiation of Annexation of Territory into the Tri-City Service District

D. Business & Community Services

1. Approval of Contract with Sirsi Corporation (SirsiDynix) for Radio Frequency Identification (RFID) Goods and Services – *Procurement*

V. SERVICE DISTRICT NO. 5

1. Approval of Funding Agreement between Portland General Electric (PGE) and Clackamas County Service District No. 5 (CCSD#5) for McLoughlin Blvd. Street Lighting

VI. WATER ENVIRONMENT SERVICES

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

1. Approval of Amendment #2 to the Contract Documents Between Clackamas County Service District No. 1 and Stettler Supply Company for the Blower System Upgrades Project P202161/P112160 - *Procurement*
2. Approval of Amendment #2 to the Contract Documents Between Tri-City Service District and Stettler Supply Company for the Blower System Upgrades Project P202161/P112160 - *Procurement*

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:08 AM



CRAIG ROBERTS, Sheriff

Clackamas County Sheriff's Office

March 16, 2017

Board of County Commissioners
Clackamas County
Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to accept a
Grant Sub-recipient Award from Clackamas Women's Services for
Improving the County's Criminal Justice Response through a Safe Place Family Justice Center

Purpose/Outcome	The Clackamas County Sheriff's Office, through A Safe Place Family Justice Center, will utilize this funding in a collaborative effort within Clackamas County to strengthen the Criminal Justice system's response to domestic violence and sexual assault. This agreement will reimburse the Sheriff's Office for the cost of a .60 FTE Domestic Violence Enhanced Response Team Advocate.
Dollar Amount and Fiscal Impact	The total sub-recipient award for the grant period October 1, 2016 – September 30, 2019 is \$217,090.
Funding Source	Clackamas Women's Services, via a grant award from the US Department of Justice, Office on Violence Against Women, is the funding source.
Safety Impact	The funds will provide for direct support services and coordination of multidisciplinary services for victims of crime within Clackamas County.
Duration	Effective October 1, 2016 through September 30, 2019
Previous Board Action/Review	No previous action has been taken
Contact Person	Nancy Artmann, CCSO Finance Manager – Office (503) 785-5012
Contract No.	OVW-FED-DOJ-CJR-4340-01

BACKGROUND:

This project will build capacity at A Safe Place Family Justice Center for Clackamas County (ASP-FJC) by enhancing their video-court program, including cross-training between court-based personnel and partner agencies. Funding from this project will further develop the multi-disciplinary High Risk Response Team (HRRT). The HRRT utilizes a multi-disciplinary team of core partners working in concert to hold offenders accountable, increase victim safety by monitoring offenders and providing comprehensive victim services. The HRRT works collaboratively to identify the most dangerous domestic violence cases in the community and offer a coordinated effort for domestic violence response and support for victims. Sharing information across disciplines will help close the gaps in the system and ensure that the most dangerous cases are comprehensively and strategically addressed. Funding from this project will further establish comprehensive victim services at ASP-FJC, with an emphasis on legal advocacy services for Latina survivors and sexual assault victims. County Counsel has reviewed and approved this agreement.

RECOMMENDATION:

Staff recommends the Board approve this agreement.

Respectfully submitted,

Matt Ellington,
Undersheriff

"Working Together to Make a Difference"

CLACKAMAS WOMEN'S SERVICES	
SUBRECIPIENT GRANT AGREEMENT: OVW-FED-DOJ-CJR-4340-01	
Project Name: <i>Improving the Criminal Justice System Response through A Safe Place Family Justice Center for Clackamas County</i>	
This Agreement is between <u>Clackamas Women's Services</u> and <u>Clackamas County, Oregon</u> , (SUBRECIPIENT), on behalf of the <u>Clackamas County Sheriff's Office</u>	
Clackamas Women's Services Data	
Grant Accountant: Melissa Erlbaum	Program Manager: Erin Henklemen
Clackamas Women's Services 256 Warner Milne Road Oregon City, OR 97045 503-557-5810 melissae@cwsor.org	Clackamas Women's Services 256 Warner Milne Road Oregon City, OR 97045 503-655-8600 erinh@cwsor.org
Subrecipient Data	
Finance/Fiscal Representative: Mike Morasko	Program Representative: Lt. Angie Brandenburg
Clackamas County Finance Department 2051 Kaen Rd Oregon City, OR 97045 503-742-5435 mmorasko@co.clackamas.or.us	Clackamas County Sheriff's Office 256 Warner Milne Road Oregon City, OR 97045 503-557-5872 angiebran@co.clackamas.or.us
DUNS: 096992656	

RECITALS

1. Clackamas Women's Services ("CWS") assists individuals and families affected by domestic violence and/or sexual assault. Their approach to serving the community is based on the principle that all human beings have the right to live in a safe and healthy environment, free of threats, sexual harassment and all types of abuse in their lives. Clackamas Women's Services believes that violence is a result of attitudes, power and control, and that violence results when people unjustly exercise power over others. Therefore, all oppressive behaviors must be simultaneously addressed. To that end, Clackamas Women's Services works to ensure that individuals and families have equal access to community resources and they provide support, advocacy and opportunity for self-empowerment, assisting survivors to exercise free and informed life choices free of violence and oppression.
2. Clackamas County's A Safe Place Family Justice Center ("ASPFJC") was formed to serve as a platform for aggregating, managing, and deploying targeted capital to encourage partnerships between state, local, and tribal governments, courts, victim service providers, coalitions and rape crisis centers, to ensure that sexual assault, domestic violence, dating violence, and stalking are treated as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system and community-based victim service organizations throughout Clackamas County.
3. Clackamas County ("SUBRECIPIENT") by and through its Sheriff's Office is responsible for managing ASPFJC. Funding in this agreement is for SUBRECIPIENT's Improving Criminal Justice

Reponses project, which is a major partnership of SUBRECIPIENT involving multiple community partners such as Clackamas Women's Services (CWS), Clackamas County Board of County Commissioners & County Administrator's Office, the Clackamas County District Attorney's Office, Clackamas County Circuit Court, and El Programa Hispano Catolico.

4. **Project Description:** The Improving Criminal Justice Responses project involves law enforcement, prosecution, courts, and community-based organizations working through the model provided by ASPFJC to improve the criminal justice response and strengthen legal advocacy services within the scope of the Improving Criminal Justice Responses project.
5. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") CLACKAMAS WOMEN'S SERVICES and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the **October 1, 2016** and shall expire on **September 30, 2019**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the U.S. Department of Justice Office on Violence Against Women grant #2016-WE-AZ-0040 (Federal award date: 9/13/2016) that is the source of the grant funding, in addition to compliance with requirements of Title 2 of the *Code of Federal Regulations* (CFR), Part 200 and with the current edition of the DOJ Grants Financial Guide, which is incorporated herein by reference. A copy of that grant award has been provided to SUBRECIPIENT by CLACKAMAS WOMEN'S SERVICES, which is attached to and made a part of this Agreement by this reference.
4. **Grant Funds.** CLACKAMAS WOMEN'S SERVICES' funding for this Agreement is the **Improving the County's Criminal Justice Response through A Safe Place Family Justice Center for Clackamas County grant (Catalogue of Federal Domestic Assistance [CFDA] 16.590)** issued to CLACKAMAS WOMEN'S SERVICES by the U.S. Department of Justice Office on Violence Against Women Arrest Program (Federal Award Identification #[s]: 2016-WE-AX-0040). The maximum, not to exceed, grant amount that CLACKAMAS WOMEN'S SERVICES will pay is **\$217,090**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to CLACKAMAS WOMEN'S SERVICES in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the effective date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** CLACKAMAS WOMEN'S SERVICES certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on CLACKAMAS WOMEN'S SERVICES receiving appropriations or other expenditure authority sufficient to allow CLACKAMAS WOMEN'S SERVICES, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** CLACKAMAS WOMEN'S SERVICES makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to CLACKAMAS WOMEN'S SERVICES within 15 days.
 - c) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify CLACKAMAS WOMEN'S SERVICES in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date of this agreement.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of CLACKAMAS WOMEN'S SERVICES. At no time may budget modification change the scope of the original grant application or Agreement.

- h) **Indirect Cost Recovery.** SUBRECIPIENT elects no indirect cost recovery on this award.
- i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- j) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- k) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- m) **Closeout.** CLACKAMAS WOMEN'S SERVICES will closeout this award when CLACKAMAS WOMEN'S SERVICES determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or CLACKAMAS WOMEN'S SERVICES, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- n) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it

is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- q) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to CLACKAMAS WOMEN'S SERVICES. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to CLACKAMAS WOMEN'S SERVICES a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- r) **Monitoring.** The SUBRECIPIENT agrees to allow CLACKAMAS WOMEN'S SERVICES access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. CLACKAMAS WOMEN'S SERVICES, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at CLACKAMAS WOMEN'S SERVICES' discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by CLACKAMAS WOMEN'S SERVICES, or c) be de-obligated and terminated.
- s) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the Office on Violence Against Women Arrest Program Grant #2016-WE-AX-0040, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to CLACKAMAS WOMEN'S SERVICES, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between CLACKAMAS WOMEN'S SERVICES and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to CLACKAMAS WOMEN'S SERVICES' right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in the Special Conditions section of award 2016-WE-AX-0040, which are attached in Attachment A.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the Department of Justice.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request CLACKAMAS WOMEN'S SERVICES to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. CLACKAMAS WOMEN'S SERVICES shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by CLACKAMAS WOMEN'S SERVICES shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose unless required by applicable law, it is ordered by of a court of competent jurisdiction, or upon the prior written consent of CLACKAMAS WOMEN'S SERVICES. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

11. Federal and State Procurement Standards

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

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into CLACKAMAS WOMEN'S SERVICES' next fiscal year, CLACKAMAS WOMEN'S SERVICES' obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of CLACKAMAS WOMEN'S SERVICES.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold CLACKAMAS WOMEN'S SERVICES and its officers, employees, and agents harmless with respect to any claim, cause, damage, action, or penalty to the extent they arise from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and CLACKAMAS WOMEN'S SERVICES assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense such self-insurance as permitted and required by Oregon law. This self-insurance shall be utilized for purposes of both general liability and workers' compensation. CLACKAMAS WOMEN'S SERVICES, at its option, may require written proof of self-insurance from SUBRECIPIENT.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of CLACKAMAS WOMEN'S SERVICES.
- e) **Independent Status.** SUBRECIPIENT is independent of CLACKAMAS WOMEN'S SERVICES and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of CLACKAMAS WOMEN'S SERVICES and

undertakes this work independent from the control and direction of the CLACKAMAS WOMEN'S SERVICES excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind CLACKAMAS WOMEN'S SERVICES in any transaction or activity.

- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between CLACKAMAS WOMEN'S SERVICES and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement, along with the exhibits hereto, which are incorporated herein by this reference, contains the entire Agreement between CLACKAMAS WOMEN'S SERVICES and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED to by the Parties.

CLACKAMAS WOMEN'S SERVICES,
OREGON

CLACKAMAS COUNTY

By: _____
Executive Director,
Melissa Erlbaum

By: _____
Clackamas County
Board of Commissioners

Dated: _____

Dated: _____

CLACKAMAS COUNTY COUNSEL

Approved as to Form By: _____

Dated: _____

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

EXHIBIT A
STATEMENT OF PROGRAM OBJECTIVES

GOAL

This project will build capacity at A Safe Place Family Justice Center for Clackamas County (ASP-FJC). Funding will build capacity and enhance services in the ASP-FJC video-court program, including cross-training between court-based personnel and ASP-FJC partner agencies. Funding from this project will further develop the ASP-FJC multi-disciplinary High Risk Response Team (HRRT). The A Safe Place Family Justice Center High Risk Response Team (HRRT) utilizes a multi-disciplinary team of core partners working in concert to hold offenders accountable, increase victim safety by monitoring offenders and providing comprehensive victim services. The HRRT team works collaboratively to identify the most dangerous domestic violence cases in the community and offer a coordinated effort for domestic violence response and support for victims. Sharing information across disciplines will help close the gaps in the system and ensure that the most dangerous cases are comprehensively and strategically addressed. Funding from this project will further establish comprehensive victim services at ASP-FJC with an emphasis on legal advocacy services for Latina survivors and sexual assault victims and support the development of policies and best practices for responding to the crimes of sexual assault, domestic violence, dating violence, and stalking, including the appropriate treatment of victims.

OBJECTIVES

Please see Exhibit A. Attachment 1

ACTIVITIES

Clackamas County Sheriff's Office

The CCSO .60 FTE Domestic Violence Enhanced Response Team (DVERT)/HRRT Advocate's primarily, duties will center on supporting specific multi-agency county wide programs. To include: Clackamas County Domestic Violence Protocol, Clackamas County Firearms Disposition Protocol, Clackamas County Lethality Assessment Program, & the Clackamas County High Risk Response Team Program. The roles and responsibilities of this position include:

Direct Services: Provide direct support services and the coordination of multi-disciplinary services under the direction of the Director/Lieutenant for A Safe Place Family Justice Center-Clackamas County.

Clackamas County Domestic Violence Protocol: duties will consist of cultivating continued collaborations with participating agencies, prompts and assists with the planning of regular

trainings to ensure adherence to the protocol.

Clackamas County Firearms Dispossession Protocol: duties will consist of gathering and monitoring Clackamas County orders of protection that include the dispossession of firearm(s) and distributes information to appropriate agencies.

Clackamas County Lethality Assessment Program: duties will consist of providing assistance in coordination of program information with participating law enforcement jurisdictions and non-profit service provider. Maintains strong communications between each agency for quality control of the program, sets regular meetings, attends and takes minutes for meeting report. Regularly compiles and maintains data for statistical review and distribution to participating program agencies.

Clackamas County High Risk Response Team Program: duties will consist of regularly maintaining case information and reports in database system. Assist with monitoring high risk offender status and provide vital information to each participating agency, sets regular meetings, attends and takes minutes for meeting report. Regularly compiles and maintains data for statistical review and distribution to participating program agencies. Provide contribution of assistance within each program/protocol ensures adherence and best practice through training and evaluation within each program.

Clackamas County District Attorney's Office

The OVW grant funded award would allow the District Attorney's Office – Domestic Violence Investigator to expand the capacity of this position by enhancing the investigation and prosecution of domestic violence cases that are deemed at high risk for possible lethality. These are select cases that are reviewed twice monthly by a county multi-disciplinary team; High Risk Response Team (HRRT). The DA – DV Investigator would utilize the additional work hours to provide supplemental reports that would include photographs of abuse injuries, coercion and violation of no contact orders discovered by listening to jail calls that offenders place to their victims, utilizing social media to locate victims, providing direct victim contact with an advocate to begin building a trust to assist the victim in transitioning from a potentially lethal situation to a safer living environment with safety plans and safe guards in place. It is well known that domestic violence homicides are both predictable and preventable. These additional hours assigned to this current position would also allow the DA – DV Investigator to monitor offenders through both community corrections and in the community through social media. The investigator has immediate and direct access to probation officers, law enforcement, prosecutors and victim advocates in an effort to hold offenders accountable and increase victim safety.

GOALS & OBJECTIVES	ACTIVITIES	OUTPUTS	OUTCOMES
<p>Goal 1: To increase the County's capacity to assess and implement improvements of current infrastructures, as it relates to domestic, sexual, dating, and stalking violence through the family justice center model.</p> <p><u>Objective 1:</u> To increase and improve the incidence of consultation and planning among and between non-profit victim-services providers, law enforcement agencies, prosecutors, and the courts.</p> <p><u>Objective 2:</u> To develop and promote state, local, or tribal legislation and policies that enhance best practices for responding to the crimes of sexual assault, domestic violence, dating violence, and stalking, including the appropriate treatment of victims.</p>	<ul style="list-style-type: none"> • Assemble a multi-disciplinary team people from the disciplines of clinicians, public safety, criminal justice, community based services, advocates, social services, civil legal, faith-based, and others work together to assess needs, identify resources, and develop protocols and collect data through ASP-FJC. • Build institutional support and deepen partner involvement • Develop shared goals for partnerships (Y1) • Create feedback mechanisms (Y1) • ASP-FJC Steering Committee reviews data, findings, and learnings from ASP-FJC initiatives 	<ul style="list-style-type: none"> • Site and community specific intervention strategies are developed and documented • More community partners are added to ASP-FJC committees/initiatives/services (Y2) • Monitoring and evaluation procedures are implemented (Y2) • Data collection • Quarterly reports to the Office of the County Administrator/Board of County Commissioners that include recommendations and/or data to inform development and/or promotion of policies and best practices 	<ul style="list-style-type: none"> • Structural support is developed to sustain the effort • ASP-FJC partner agencies report that communication and information sharing processes have improved and have had an impact on the effectiveness of their work (Y2 & Y3) • The County has new and additional data (Y2 & Y3) • Staff and supervisors have opportunities to provide feedback on how the partnership is working (Y2 & Y3) • Changes in policy among jurisdictions and departments that incorporate best practices for response • Increased feeling among victims that the response to the crime was effective and that their safety and care was satisfactory

Timeline – Activities are designed to occur throughout the duration of the grant, where applicable a year is noted in the chart to assign a due date to the activity to be in progress. Outcomes are designed to have annual results throughout the duration of the grant.

GOALS & OBJECTIVES	ACTIVITIES	OUTPUTS	OUTCOMES
<p>Goal 2: Reduce domestic violence homicides and re-assaults through evidence-based strategies and best practices that show potential.</p> <p><u>Objective 1:</u> Fully develop and implement the High Risk Response Team (HRRT)</p>	<ul style="list-style-type: none"> • Identify and add members to the HRRT from the pool of community partners – other jurisdictions, culturally specific providers, population specific providers (Y1) • Educate victims about the lethality of abuser’s escalation • Work collaboratively to identify the most high risk cases in the community • Create framework for communication across disciplines (Y1) • Increase hours of DA’s Office DV Investigator for HRRT • Add .60 FTE Victim’s Advocate to DVERT to assist with HRRT and the DV Protocol • Incorporate principles from US DOJ “Identifying and Preventing Gender Bias in LE Response to Sexual Assault and Domestic Violence” • Identify best practices for maintaining victim engagement (Y1) • Select a performance measurement system (Y1) • Document barriers and limitations in responding to HRRT and serving victims in these cases 	<ul style="list-style-type: none"> • Unified Response and intensive monitoring of DV cases • Intervention plans tailored to needs of the victim • The number and type of agencies represented on the HRRT is increased • Written HRRT mission statement, annual report, protocol (Y1) • Increase number of HRRT offenders contained and monitored (Y2) • Increase cultural competency of HRRT in serving LGBTQ+ and Latina population • Report progress on performance measures • Develop high risk tool to be used in all cases (Y1) 	<ul style="list-style-type: none"> • Reduce incidences of victimization/re-assault • Increase in quality of victims’ protection and services • Increase of offender accountability for their actions including prosecution rates and participation from victims • Significant decrease in DV fatalities in Clackamas County • HRRT is able to process more cases (Y2) • HRRT is institutionalized at ASP-FJC (Y2) • Data and learnings from HRRT are documented and utilized to inform local and state legislation, policy, and best practices (by Y2) • ASP-FJC criminal justice component is enhanced • Improved communication and information sharing • Pro-social shifts in police and prosecutor behavior • Improve the availability of resources and wraparound services for high-risk victims • Performance measure success increases over time; challenges are documented and viewed as opportunities to improve • Deepened sense of trust between partners across disciplines • Improve the identification and collection of evidence

GOALS & OBJECTIVES	ACTIVITIES	OUTPUTS	OUTCOMES
<p>Goal 2 (Continued) <u>Objective 2:</u> To fully implement the newly established County-wide Domestic Violence Law Enforcement Protocol that includes firearms dispossession and the Maryland Lethality Assessment Program Protocol.</p> <p><u>Objective 3:</u> Foster a productive relationship between the victims and the criminal justice system</p>	<ul style="list-style-type: none"> • Add LAP tracking system into database to track LAP coordination (Y1) • Evaluate satisfaction of jurisdictions in the effectiveness of the Protocol (Y2 & Y3) • Produce LAP data report monthly and discuss at quarterly county-wide LAP meeting • Pull DV Computer Aided Dispatch-analysis of domestic violence- to determine if response was appropriate • Follow-up with all victims who have applied for and were granted Protective Orders with a Fire Arms Disposition clause (Y2) • Train all law enforcement officers are training on DV Protocol and LAP (Y2 & Y3) • Incorporate principles from US DOJ "Identifying and Preventing Gender Bias in LE Response to Sexual Assault and Domestic Violence" • Add .60 FTE Victim's Advocate to DVERT to assist with HRRT and the DV Protocol • Create an intensive victim services team with the purpose of identifying strategies to vigorously and quickly establishing substantial victim safety (Y1) • Include meaningful participation from culturally specific provider for Latina population (Y1) 	<ul style="list-style-type: none"> • DV Protocol and LAP Training Curriculum (Y1 & 2) • Broad authority among judges and prosecutors to enforce applicable state and federal law, confiscate the offender's firearms, and prohibit future possession. • System-wide focus on lethality factors • Strategic victim safety response plan that includes culturally appropriate responsiveness • Better quality reports 	<ul style="list-style-type: none"> • All jurisdictions are actively using the DV Protocol (Y2) • Increase in quantity and quality of law enforcement reports and statements from victims • Firearms dispassion rates increase (Y2) • Increased satisfaction rates reported from law enforcement jurisdictions (Y2 & Y3) • Increase awareness among courts, prosecutors, and law enforcement officials of lethality factors so they can find ways to address them (Y1) • Reduce reliance on shelters and allow victims and their children to remain safely in their communities • Increase victim rapport with the criminal justice system

GOALS & OBJECTIVES	ACTIVITIES	OUTPUTS	OUTCOMES
<p>Goal 3: Strengthen current domestic and sexual violence services for all victims including underserved, marginalized, and/or oppressed communities.</p> <p><u>Objective 1:</u> Strengthen legal advocacy service programs and other victim services for victims of sexual assault, domestic violence, dating violence, and stalking, including strengthening assistance to such victims in immigration matters.</p> <p><u>Objective 2:</u> To build on the current momentum, trust, and goodwill generated by the successful implementation of the video-court program by addressing some of the critical gaps identified by stakeholders and survivors.</p>	<ul style="list-style-type: none"> • Hire a part time Legal Advocate with sexual assault focus • Provide a part-time Court Clerk onsite at ASP-FJC to provide appropriate information to litigants regarding the proper preparation, filing, and service of petitions for protective orders in matters involving stalking, sexual assault, dating, or domestic violence; review documents submitted by litigants for judicial signature to determine whether the documents include the information necessary; and, under the supervision and direction of the judge, assist the judge in court review and complete petitions for protective or restraining orders and other documents related to the court proceedings • Incorporate victim feedback into the assessment of the video-court program (Y1) • Implement an assessment process for evaluating the effectiveness of the Court Coordination Committee (Y1) • Recruit culturally specific organization serving Latina victims to the Court Coordination Committee (Y1) • Assess the readiness and capability of the video-court program to process contested hearings on-site at ASP-FJC – produce recommendations to achieve this enhancement (Y2) 	<ul style="list-style-type: none"> • Hire a part time BL/BC Latina Advocate from a culturally specific provider • Provision of bi-lingual and culturally responsive advocacy and case management through the Video Court program • Provision of sexual assault legal advocacy services • Additional sexual assault specific staff at ASP-FJC • Careful tracking of the number of victims served by the project (Y1) • Tracking of legal problem categories and level of service provided, as well as the outcomes of these services (Y1) • Production of a client survey instrument to measure information verifying the relationship between a) increased safety and protection from abuse and sexual violence and b) legal remedies (Y1) • Measurement by a partner survey soliciting feedback on the impact of the proposed system improvements • Increase the number of training and education sessions for local judges, courts, and court-based and court-related personnel in criminal and civil courts (including juvenile courts) about sexual assault, domestic violence, dating violence, and stalking (Y2) • Increase the number of trainings for ASP-FJC partner staff on court processes (Y2) 	<ul style="list-style-type: none"> • Increase number of Latina victims accessing protective orders • Increase in public information about video court services to Latina communities • Survivors report that their legal advocacy needs were met • Survivors report that they were treated with dignity and respect in the ASP-FJC • Survivors report receiving services in a language of their choice • Increase the number of legal advocacy services provided to sexual assault survivors (Y1) • Improve the judicial handling of court cases in the video court program • Increased knowledge of critical gaps needing remedy in the video court program • Reduce stress and frustration experienced by litigants as they navigate the justice system • Barriers removed so that ASP-FJC video-court program processes contested hearings when appropriate.

OVW Improving Criminal Justice Response Report

I. Outputs

Measure	July-Dec	Jan-June
Number of HRRT meetings		
Number community partners added to ASP-FJC committees/initiatives/services		
Number of LAP and/or DV protocol trainings		
Follow-up with all victims who have applied for and were granted Protective Orders with a Fire Arms Disposition clause		
Number of LAP cases (all jurisdictions)		
Percentage of survivors that report that they were treated with dignity and respect in the ASP-FJC		

II. Goals/Objectives

Please provide a narrative response to each of the goal/objective areas. The narrative response should include progress updates, relevant success and/or challenges, relevant stories with non-identifying information.

Objective 1:

To increase and improve the incidence of consultation and planning among and between non-profit victim-services providers, law enforcement agencies, prosecutors, and the courts.

1. How were staff and supervisors given opportunities to provide feedback on how the partnership is working? What successes and challenges were identified?
2. Provide examples on how the criminal justice response has been enhanced through the ASP-FJC partnership?

3. How has this project deepened sense of trust between partners across disciplines?

Objective 2:

To develop and promote state, local, or tribal legislation and policies that enhance best practices for responding to the crimes of sexual assault, domestic violence, dating violence, and stalking, including the appropriate treatment of victims.

1. Identify any changes in policy among jurisdictions and departments that incorporate best practices for response
2. Have any new data points been established/collected during this report period?
3. Provide examples of how HRRT/LAP/DV Protocol data and learnings are utilized to inform local and state policy and best practices.

Objective 3:

Fully develop and implement the High Risk Response Team (HRRT)

1. Did any new partners join the HRRT or provide consultation and/or coordination with the HRRT this period?
2. What feedback mechanisms were created/used during this report period?
3. How were intervention plans tailored to the needs of victims?
4. How has the monitoring of cases been improved?
5. What tools/policies/protocols have been implemented and/or improved?
6. How has the cultural competency and/or population specific competency of the HRRT been improved (i.e. Latina population, LGBTQ, elder victims, victims experiencing sexual assault and domestic violence...)?
7. How has the HRRT improved the identification and collection of evidence?
8. How has the HRRT increase measures of offender accountability for their actions including prosecution rates and participation from victims?
9. How has the HRRT Increased the quality of victims' protection and services?
10. Document barriers and limitations in responding to HRRT and serving victims in these cases.
11. Identify how best practices were used in maintaining victim engagement.

Objective 4:

To fully implement the newly established County-wide Domestic Violence Law Enforcement Protocol that includes firearms dispossession and the Maryland Lethality Assessment Program Protocol.

1. What success and challenges were identified in the quarterly LAP meetings?
2. All jurisdictions are actively using the DV Protocol during this report period? Y/N
3. Identify any examples how a system-wide focus on lethality factors has been improved/implemented?
4. How has the system improved (i.e. quality/quantity/processing of reports; improvements to response; increase in appropriate response; were principles from the US DOJ Identifying and Preventing Gender Bias in LE Response to Sexual Assault and Domestic Violence incorporated)?
5. Outline the feedback provided by law enforcement jurisdictions on the effectiveness of the Protocol?

Objective 5:

Foster a productive relationship between the victims and the criminal justice system

1. How has victim feedback been incorporated into the video-court program?
2. How has victim rapport with the criminal justice system been improved?
3. How has this project reduced stress and frustration experienced by victims and/or personnel in the justice system?

Objective 6:

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

n/a

Objective 7:

To build on the current momentum, trust, and goodwill generated by the successful implementation of the video-court program by addressing some of the critical gaps identified by stakeholders and survivors.

1. Identify successes and challenges within the Court Coordination Committee's efforts and any new partners that joined the Committee.

Clackamas County Sheriff's Office

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2. How has this project improved the judicial handling of court cases in the video court program?
3. Has there been increased knowledge of critical gaps needing remedy in the video court program?

OVW Improving Criminal Justice Response Report

I. Outputs

Measure	July-Dec	Jan-June
Number of LAP and/or DV protocol trainings		
Number of follow-up activities with victims who have applied for and were granted Protective Orders with a Fire Arms Disposition clause		

II. Goals/Objectives

Please provide a narrative response to each of the goal/objective areas. The narrative response should include progress updates, relevant success and/or challenges, relevant stories with non-identifying information.

Objective 1:

To increase and improve the incidence of consultation and planning among and between non-profit victim-services providers, law enforcement agencies, prosecutors, and the courts.

From your agency's perspective:

1. How were staff and supervisors given opportunities to provide feedback on how the partnership is working? What successes and challenges were identified?
2. Provide examples on how the criminal justice response has been enhanced through the ASP-FJC partnership?
3. How has this project deepened sense of trust between partners across disciplines?

Objective 2:

To develop and promote state, local, or tribal legislation and policies that enhance best practices for responding to the crimes of sexual assault, domestic violence, dating violence, and stalking, including the appropriate treatment of victims.

From your agency's perspective:

1. Have any new data points been established/collected during this report period?
2. Provide any examples of how HRRT/LAP/DV Protocol data and learnings are utilized to inform local and state policy and best practices.

Objective 3:

Fully develop and implement the High Risk Response Team (HRRT)

From your agency's perspective:

1. How were intervention plans tailored to the needs of victims?
2. How has the monitoring of cases been improved?
3. What tools/policies/protocols have been implemented and/or improved?
4. How has the cultural competency and/or population specific competency of the HRRT been improved (i.e. Latina population, LGBTQ, elder victims, victims experiencing sexual assault and domestic violence...)?
5. How has the HRRT improved the identification and collection of evidence?
6. How has the HRRT increase measures of offender accountability for their actions including prosecution rates and participation from victims?
7. How has the HRRT Increased the quality of victims' protection and services?
8. Document barriers and limitations in responding to HRRT and serving victims in these cases.
9. Identify how best practices were used in maintaining victim engagement.

Objective 4:

To fully implement the newly established County-wide Domestic Violence Law Enforcement Protocol that includes firearms disposition and the Maryland Lethality Assessment Program Protocol.

From your agency's perspective:

1. Identify any examples how a system-wide focus on lethality factors has been improved/implemented?
2. How has the system improved (i.e. quality/quantity/processing of reports; improvements to response; increase in appropriate response; were principles from the US DOJ Identifying and Preventing Gender Bias in LE Response to Sexual Assault and Domestic Violence incorporated)?

Objective 5:

Foster a productive relationship between the victims and the criminal justice system

From your agency's perspective:

1. How has victim rapport with the criminal justice system been improved?

Objective 6:

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

n/a

Objective 7:

To build on the current momentum, trust, and goodwill generated by the successful implementation of the video-court program by addressing some of the critical gaps identified by stakeholders and survivors.

From your agency's perspective:

Clackamas County DA's Office

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1. How has this project improved the judicial handling of court cases in the video court program?

EXHIBIT B: SUBRECIPIENT BUDGET

OVW-FED-DOJ-CJR-4340-01

Organization: Clackamas County Sheriff's Office

Funded Program Name:

Program Contact:

Agreement Term: October 1, 2016-September 30, 2019

	<i>Approved Award Amount</i>	<i>Approved Match Amount</i>
Approved Award Budget Categories		
Personnel (List salary, FTE & Fringe costs for each position)		<i>No match is required on this award</i>
.60 FTE High Risk Response Team Advocate		
Salary	\$ 77,697.00	
Fringe	\$ 47,058.00	
.20 FTE District Attorney Investigator		
Salary	\$ 66,195.00	
Fringe	\$ 22,140.00	
Consultants/Contracts		
OVW Technical Assistance	\$ 4,000.00	
Total Personnel Services	\$ 213,090.00	
Total Other Costs	\$ 4,000.00	
Total Grant Costs	\$ 217,090.00	

**EXHIBIT C
CONGRESSIONAL LOBBYING CERTIFICATE**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.).

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

**EXHIBIT D: SUBRECIPIENT REQUEST FOR REIMBURSEMENT
CLACKAMAS WOMEN'S SERVICES**

Organization:		CLAIM PERIOD:	Note: This form derives from the approved budget in your grant agreement. All expenditures must have adequate supporting documentation.		
Service:					
Program Contact:					
Agreement Term: 10/1/2016-9/30/2019					
Agreement Number: OVW-FED-DOJ-CJR-4340-01					
Category	Approved Grant Amount	Monthly Grant Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	Balance
Personnel (List salary, FTE & Fringe costs for each position)					
.60 FTE High Risk Response Team Advocate	\$ -	\$ -	\$ -	\$ -	\$ -
Salary	\$ 77,697.00				\$ 77,697.00
Fringe	\$ 47,058.00				\$ 47,058.00
.20 FTE District Attorney Investigator					
Salary	\$ 66,195.00				\$ 66,195.00
Fringe	\$ 22,140.00	\$ -	\$ -	\$ -	\$ 22,140.00
Total Personnel Services	\$ 213,090.00	\$ -	\$ -	\$ -	\$ 213,090.00
Total Other Costs	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00
Total Grant Costs	\$ 217,090.00	\$ -	\$ -	\$ -	\$ 217,090.00

Clackamas Women's Services and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement.

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared by: _____
 Authorized SUBRECIPIENT Official: _____
 Date: _____

CWS Review.

Name:

Signature: _____

EXHIBIT E MONTHLY AND FINAL PERFORMANCE REPORT

Performance Reporting Schedule

SUBRECIPIENT must submit a **Quarterly** Performance Report, to Clackamas Women's Services, no later than the 15th day of the following month.

SUBRECIPIENT must submit a **Final** Performance Report no later than October 15, 2019 along with the final request for payment.

Performance Reporting Content and Format

The reports may be provided electronically. **The following reports are due SEMI-ANNUALLY on January 15th and July 15th.**

- (a) MUSKIE Data Collection Form (CCSO and DA's Office use same form and report on applicable sections for grant funded activities);
- (b) Progress Report on Outputs, Objectives and Activities (CCSO and DA's Office use form titled with entity's name);
- (c) Demographic Data Form (CCSO and DA's Office use same form report demographics for all victims served through the grant).

Attachment 1 is included for reference.

Reporting Adverse Conditions or Material Impairments to Award Performance

In addition to the Quarterly and Final Performance Reports, SUBRECIPIENT must notify Clackamas Women's Services Project Officer of developments that have a significant impact on grant-supported activities. SUBRECIPIENT must inform Clackamas Women's Services Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability of SUBRECIPIENT to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

Project Name: Improving the County's Criminal Justice Response through ASPFJC for Clackamas County	Agreement #: OVW-FED-DOJ-CJR-4340-01
Federal Award #: 2016-WE-AX-0040	Date of Submission: XX/XX/XX
Subrecipient: Clackamas County Sheriff's Office	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Exhibit F: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this agreement:	
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 2):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____



March 16, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a County Opportunity Grant COG17-003 Feyrer Park Campground
Restroom Replacement from the Oregon Parks and Recreation Department

Purpose/Outcomes	The OR Parks & Recreation County Opportunity Grant program provides funding for infrastructure improvements in county parks. Clackamas County Parks applied for and was awarded funding to replace a deteriorating public restroom at Feyrer Park.
Dollar Amount and Fiscal Impact	The grant award is \$160,630. County Parks will provide 50% of project costs in matching funds for a total project cost of \$321,260. This grant program provides an opportunity for the County Parks division to leverage its funding capabilities on capital improvement projects to replace aging infrastructure. Capital project funds were approved in the FY 16/17 County Parks' budget. Due to the upcoming summer parks season, this project will be deferred to fall of 2017 with grant revenue and construction expenses moved from FY16/17 to FY17/18.
Funding Source	Oregon Parks and Recreation Dept. and Clackamas County Parks
Duration	Grant period through March 31, 2019
Previous Board Action	Resolution to Apply for Grant No. 2016-93
Strategic Plan Alignment	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Build public trust through good government.
Contact Person	Rick Gruen, Manager County Parks & Forest
Contract No.	COG17-003 Feyrer park Campground Restroom Replacement

BACKGROUND:

Clackamas County's Feyrer Park is located just outside the City of Molalla. The 23 acre site has 20 overnight camp sites, 4 day use picnic shelters, and access to the Molalla River. The existing restroom is in a deteriorated condition, and needs ADA compliance upgrades. The restroom was identified for replacement more than 10 years ago, but due to funding constraints and other higher priority projects, this project was continually deferred. Replacement of the restroom will provide ADA compliant, safe and modern amenities at this popular destination park.

County Counsel has reviewed and approved this Grant Agreement.

RECOMMENDATION:

Staff recommends the Board approve County Opportunity Grant COG17-003 for the Feyrer Park Campground Restroom Replacement.

Respectfully submitted,

Laura Zentner, Deputy Director
Business and Community Services

Oregon Parks and Recreation Department County Opportunity Grant Program Agreement

THIS AGREEMENT ("Agreement") is made and entered into, by and between, the State of Oregon, acting by and through its Oregon Parks and Recreation Department, hereinafter referred to as "OPRD" or the "State" and **Clackamas County**, hereinafter referred to as the "Grantee".

OPRD Grant Number: **COG17-003**

Project Title: **Feyrer Park Campground Restroom Replacement**

Project Type (purpose): **Rehabilitation**

Project Description: The project will replace an aging restroom with a new restroom building that will meet current handicap accessibility guidelines, at Feyrer Park Campground in Clackamas County, Oregon. The Project is further described in the Application included as Attachment B.

"Grant Funds" /

Maximum Reimbursement: **\$160,630 (50.00%)**

Local Match: **\$160,630 (50.00%)**

Total Project Cost: **\$321,260**

Grant Payments: Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in the Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall submit a Reimbursement Request using a State prescribed format, copies of project invoices, and documentation confirming project invoices have been paid. In addition to the final reimbursement requested upon completion of the Project, Grantee may request mid-Project reimbursement, as often as quarterly, for costs accrued to date. Advance payments may be provided under hardship conditions.

Reimbursement Procedures: Based on the estimated Project Cost of **\$321,260**, and the Grantee's Match participation rate of **50.00%**, **the reimbursement rate will be 50.00%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **50.00%** of the total cost of the Project, whichever is less.

Matching Funds: The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the County Opportunity Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

Progress Reports: Grantee shall submit Progress Reports using a format provided by the State with each reimbursement request. Or, at a minimum, Progress Reports shall be submitted at six month intervals, starting from the effective date of the Agreement.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **March 31, 2019**. This Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

Retention: OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

Final Reimbursement: Grantee must submit a Final Report and Final Reimbursement Request to OPRD within 45 days of the Project Completion Date, using a format prescribed by the State.

Project Sign: When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

Agreement Documents: Included as part of this Agreement are:
Attachment A: Standard Terms and Conditions
Attachment B: Project Application including Description and Budget

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B.

Contact Information: A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator
Rick Gruen
Clackamas County
150 Beaver Creek RD, STE 419
Oregon City, OR 97045
503-742-4345
rgruen@clackamas.us

Grantee Billing Contact
Chris Van Duzer
Clackamas County
150 Beaver Creek RD, STE 419
Oregon City, OR 97045
503-742-4663
ChrisVan@co.clackamas.or.us

OPRD Contact
Mark Cowan, Coordinator
Oregon Parks & Rec Dept.
725 Summer ST NE STE C
Salem, OR 97301
503-986-0591
mark.cowan@oregon.gov

Signatures: In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE

**STATE OF OREGON
ACTING BY AND THROUGH ITS
OREGON PARKS AND RECREATION DEPT.**

By: _____
Signature

By: _____
Tracy Loudon, Business and Tech. Solutions Administrator

Printed Name

Date

Title

Date

By: _____
Jan Hunt, Grants Section Manager

Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:

Date

By: _____ **Kristen Ennis** _____
ODOJ Signature or Authorization

Printed Name/Title

By: _____
Mark Cowan, OPRD Grant Program Coordinator

_____ **By email on February 10, 2017** _____
Date

Date

Attachment A – Standard Terms and Conditions

Oregon Parks and Recreation Department County Opportunity Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR 736-007-0030- County Opportunity Grant Program administrative rules. The grant program provides funding on a competitive project basis for the acquisition, development, rehabilitation, and planning of county park and recreation sites that provide camping facilities.
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included under the Grantee's self-insured and self-administered coverage.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant moneys were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors, and State agency staff, access to all records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **Equipment:** Equipment purchased with County Opportunity Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the County Opportunity Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than **20 years** from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 20 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 20 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 20 years after the date the Project is completed.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency, consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means converts land, the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** 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 (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either 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 paragraph and 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 liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the 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 the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee 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 the State on the one hand and of the Grantee 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. The State'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.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee 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 the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the 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 the Grantee on the one hand and of the 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. The Grantee's 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.

Grantee shall take all reasonable steps to cause its contractor(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 and its officers, employees and agents ("Indemnitee") 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 Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement. Likewise, Grantee's participation is contingent upon receiving sufficient matching funds.
10. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
11. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
12. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Feyrer Park Campground Restroom Replacement (COG)

Application #3253 - Grant Application Summary

Manage

Edit 

Project Information

Project Name

Feyrer Park Campground Restroom Replacement

Brief Project Description

This rehabilitation project replaces a restroom in Feyrer Park Campground, aged beyond useful life and now considered a health/safety hazard. A new, pre-engineered restroom will be constructed in its place, increasing ADA compliance and enhancing camping and recreation experiences.

Project Start Date

05/01/2017

Project End Date

06/15/2017

Site Name

Feyrer Park

Site City/Town/Area

Molalla

Site County

Clackamas

Site Description

Feyrer Park Campground, located in south Clackamas County, near the City of Molalla, at 30 acres, is the smallest of the County's RV and tent camping parks. Feyrer Park offers 20 treed camping sites, 4 picnic shelters, and boat access to the Molalla River for park users users to enjoy the river and acclaimed steelhead run between Feyrer Park Campground and Clackamas County's Wagonwheel Park located downriver.

Amenities include: 20 campsites – RV and tent (including 2 ADA sites); water/electric hookups; central non-community public water system; 1 sanitary dump station; 1 restroom/shower facility and 1 restroom only facility; 4 riverside picnic areas; an unimproved boat ramp to accommodate boat launching and take out; and recreation amenities to include a new playground structure, volleyball court, horseshoe pits and walking trails.

Feyrer Park is also the most culturally diverse of our County Parks. It is estimated that the population served is as follows:

- White - 30%
- Hispanic - 60%
- Russian - 8%
- Other - 2%

Attachment B

Site Acreage

30

Latitude

45.13849164811936

Longitude

-122.53566741943358

Contact Information

Applicant

Clackamas County

Applicant Federal Tax Id

93-6002286

Applicant DUNS Number

Project Contact

Rick Gruen

Address

Rick Gruen

rgruen@clackamas.us

Reimbursement Contact

Financial Information

Requested Amount

\$160,630.00

Match Amount

\$160,630.00

Total Project Cost

\$321,260.00

Grant %

0.5 %

Match %

0.5 %

Project Budget Worksheet

Description	Qty	Unit	\$/Unit	Cost	Match	Request	Source of Funding
Pre-Engineered Restroom	1	ea	\$267,000.00	\$267,000.00	\$128,820.00	\$138,180.00	Clackamas County Parks FY 16-17 Budget
Permits-electrical, plumbing, septic, flood plain, demo	1	ea	\$14,000.00	\$14,000.00	\$7,000.00	\$7,000.00	Clackamas County Parks FY 16-17 Budget
Septic Tank - 1,500 gal with installation	1	ea	\$8,500.00	\$8,500.00	\$4,250.00	\$4,250.00	Clackamas County Parks FY 16-17 Budget
Equipment Rental	1	ea	\$1,400.00	\$1,400.00	\$700.00	\$700.00	Clackamas County Parks FY 16-17 Budget
Rock - base for restroom bldg.	1	ea	\$1,000.00	\$1,000.00	\$500.00	\$500.00	Clackamas County Parks FY 16-17 Budget
Concrete - exterior slab, sidewalks, ADA ramps	1	ea	\$16,000.00	\$16,000.00	\$8,000.00	\$8,000.00	Clackamas County Parks FY 16-17 Budget
Force Account - staff labor for ground prep, demo of existing restroom, waterline install	1	3 staff, 70 hrs/ea	\$9,360.00	\$9,360.00	\$9,360.00	\$0.00	Clackamas County Parks FY 16-17 Budget

Description	Otv	Unit	\$/Unit	Cost	Match	Request	Source of Funding
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Disposal fees of existing restroom	1	ea	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	Clackamas County Parks FY 16-17 Budget
Totals				\$321,260.00	\$160,630.00	\$160,630.00	

Total Project Cost

\$321,260.00

Total Match from Sponsor

\$160,630.00

Grant Funds Requested

\$160,630.00

Supplemental Information**NOTE: PLEASE LIMIT ANSWERS TO EACH QUESTION TO 400 WORDS OR LESS.****1. COUNTY PARKS OVERVIEW – Please describe your county park system:****a) Size of park system, number of parks and park attendance figures (if available):**

The Clackamas County Parks system was created in 1934 with the purchase of property from the Bear Creek Logging Company. This was followed in 1937 by a donation of contiguous property from the US Government under the Roosevelt Administration. This 300-acre property is known today as Eagle Fern Park. The park system continued to grow and sustained most of its development in the mid 1960's. Today, Clackamas County Parks operates 19 improved and unimproved park sites and open spaces on just over 5,000 acres in mostly rural Clackamas County. The County Parks Division employs seven full-time staff and hires approximately 30 seasonal and summer temporary employees in order to operate and maintain facilities to serve park patrons during the peak camping and recreation season. 2014 attendance at our three RV camping parks (Barton, Metzler and Feyrer) was 17,100. In addition, the County Park system serves more than 50,000 people in our day use areas.

b) Predominant uses of county park system (camping, day use, etc.):

Clackamas County Park's system consists of approximately 1,000 acres of County-owned park land and over 4,000 acres of leased park land for public recreation in partnership with the Bureau of Land Management.

Clackamas County Parks by the numbers:

- 209 recreation vehicle and tent campsites (Barton, Metzler, Feyrer Parks)
- Reservable picnic areas and shelters for 2,500 users
- Non-reservable picnic areas serving 2,000 users
- 6 non-community public use water systems
- 13 restroom buildings
- 7 boat launches – 4 improved sites (Barton, Carver, Hebb and Boones Ferry) and 3 unimproved river access sites (Wagonwheel, Feyrer and Feldhelmer)
- Stone Creek Golf Club – an 18 hole, Audubon certified and sustainably built public golf course
- Boones Ferry Marina – a 96-slip boat moorage, marina
- 100 acres of mowed turf

- 180 acres of mowed turf
- 7.2 miles of improved surface hiking trails including 2.5 miles at Stone Creek Golf Club, and 2.25 miles of the Springwater Corridor Trail
- 5 natural area parks (220 acres) with river access and a mineral spring
- Ball fields, volleyball and basketball courts, and children's play structures
- 8 caretaker residences

c) Location, size and major uses of the park associated with this grant request:

Feyrer Park Campground, located in south Clackamas County, near the City of Molalla, at 30 acres, is the smallest of the County's RV and tent camping parks. Feyrer Park offers 20 treed camping sites, 4 picnic shelters, and boat access to the Molalla River for park users to enjoy the river and acclaimed steelhead run between Feyrer Park and Clackamas County's Wagonwheel Park located downriver.

Amenities include: 20 campsites – RV and tent (including 2 ADA sites); water/electric hookups; central non-community public water system; 1 sanitary dump station; 1 restroom/shower facility and 1 restroom only facility; 4 riverside, reservable picnic areas; an unimproved boat ramp to accommodate boat launching and take out; and recreation amenities including a new playground structure, volleyball court, horseshoe pits and walking trails.

Feyrer Park Campground is also the most culturally diverse of our County Parks. It is estimated that the population served is as follows:

- White - 30%
- Hispanic - 60%
- Russian - 8%
- Other - 2%

2. PROJECT DESCRIPTION – Please describe the proposed project:

a) Where is the project located, what work to be done, who will do the work, and who will provide supervision:

This project will seek to replace an aged and failing restroom in Feyrer Park Campground. The restroom, originally built circa 1971, is among the oldest restroom facilities in our County Park system.

High prioritization for this project was determined by the Parks Advisory Board as part of evaluating park needs against the CIP and made recommendation for inclusion in the 2016-17 adopted County Parks budget.

The approximate 1,100 square foot concrete and wood restroom was built in 1971. The restroom has deteriorated beyond its useful life and further use will put the public at risk for health and safety. Extensive roof and plumbing repairs have been made over the years with further repairs no longer considered to be viable or cost effective. Significant structural repairs are necessary to mitigate cracking and lifting of the concrete floor and foundation, exposed plumbing, dry rot and mold damage. Additionally, the restroom does not have adequate ADA sidewalks/ramps, stalls or sinks.

Project funding will allow for the construction of a pre-engineered restroom. While maintaining the same footprint of the original restroom, the new model design will be relocated. This will allow the restroom to better serve the park users needs (people flow) while also repurposing the old restroom site for expanded recreational capacity near the picnic shelters and river.

An additional wash sink will be installed as well as adding a separate changing area to create more efficient use of the facility. The new restroom facility will also provide much needed upgrading to meet current ADA standards (i.e. sink countertops, turning radius in stalls and grab bar placements, and new exterior concrete sidewalks and ramps for accessibility).

Contracted services will include the purchase and installation of the new restroom building, septic tank, concrete sidewalks and ramps, and electrical hookups. County Parks force account labor will provide for site prep for the new restroom, installation of a new water line to the restroom building, and demolition and disposal of the existing restroom. County Parks staff will provide project supervision.

This project is consistent with the conditional use permit and flood plain development permit.

b) Projected start and end dates for the project:

Project Start Date - May 1, 2017

Projected End Date - June 15, 2017

3. NEED / BENEFITS OF THE PROJECT (10 Points) – Please explain the need for, and the benefits of, the project:

a) What local or regional needs will be met and who will be the primary users of the project?

The Feyrer Park Campground restroom replacement project directly addresses 4 of 5 top statewide priority issues identified in the 2013-17 SCORP. These issues include:

1. Provide adequate funds for routine and preventative maintenance and repair of facilities. If the County Opportunity Grant is funded, limited Clackamas County Park funds can be effectively allocated to support other projects to meet a backlog of deferred maintenance requirements.
2. Fund major rehabilitation of existing outdoor recreation facilities at the end of their useful life. If funded, County Opportunity Grant funds and Clackamas County matching funds will be used to replace failing park infrastructure that is beyond useful life and build a new restroom facility consistent with the SCORP needs assessment.
3. Recognize and strengthen park and recreation's role in increasing physical activity in Oregon's population. If funded, this project will serve to meet the diverse needs of our multi-generational and multi-cultural park users.
4. Recommend a standard set of sustainable park practices for outdoor recreation providers. This project, through the use of green and Low Impact Design, will serve as the foundation for Clackamas County Parks transition to a more strategic and sustainable vision for its park system.

Replacement of aging County Park Infrastructure will meet local need expressed by the public and Parks Advisory Board for clean, healthy, and safe parks, camping and recreation facilities. Primary users of this restroom are expected to be Feyrer Park campground campers who desire to enhance their camping experience with a modern restroom facility, located close to the river, that is ADA compliant, with changing rooms which will lessen the impact in the bathroom stalls.

b) What social, economic or other benefits will result from the project?

Sustainable county parks contribute to a stable and diverse economy and create opportunities for enhanced social benefits while also resulting in more cost effective park management practices and longevity of parks and recreation facilities. This project will allow the existing deteriorated and obsolete restroom facility to be replaced with safe, modern equipment. As such, we can increase the equitable distribution of our park and recreation facilities to enhance social interactions and camping experiences among the diverse, multi-generational and multi-cultural users staying in our parks. Feyrer Park serves a diverse ethnic community, with Hispanics being among the largest users of the facilities at approximately 60%.

c) How will the project meet needs identified in the Statewide Comprehensive Outdoor Recreation Plan (SCORP)?

In the SCORP Statewide Needs Assessment, restrooms were ranked among the highest needs as shown in the Close to Home priorities (3.3) and Dispersed Areas (3.7). At the County level, Clackamas County, while showing trail connectivity as the highest priority for Close to Home needs (4.3), the County Dispersed Area needs for RV, campground and tent facilities followed the state lead and ranked restrooms the highest at a 5.0. This project will allow Clackamas County Parks to better meet the increasing demand for the use of its camping facilities and active recreation trail amenities, by rehabilitating aging, outdated and unsafe restrooms. As such, the Feyrer Park

Campground Restroom Replacement Project does address and meet the needs identified in SCORP and highlighted in Table 5 as a priority funding investment.

4. EXCEPTIONAL NEED (10 Points)

a) If your county has an exceptional need for a grant, such as limited parks operating budget, the lack of public camping opportunities within the county, or the overall lack of county parks and

recreation areas and facilities, please explain:

Clackamas County Parks receives approximately 7.5% of its funding from County General Funds. As such, our annual operating budget and the ability to provide matching funds for capital improvement grants relies heavily on self-generating revenue from park fees, a marina lease, periodic timber sales, net green fee proceeds from Stone Creek Golf Club, and the distribution from the State RV registration fees. With the fluctuations in these sources of funding, we continue to face constraints on our operations, maintenance, and capital improvement/replacement budgets. This grant will allow Clackamas County Parks to meet a high priority need identified in our CIP and Repair and Replacement Schedule so we can provide safe, modern and ADA compliant restroom facilities to our park and campground users.

5. PLANNING AND PUBLIC INVOLVEMENT (10 Points) - Please describe any planning and public involvement efforts that led to the selection of the project, including:

a) Citizen involvement through public workshops, meetings or hearings;

Public involvement is critical in determining project priority, need and selection. The Clackamas County Parks Manager has met with local citizen groups at a variety of meetings to discuss the parks budget and strategy for balancing park needs to meet deferred maintenance/replacement requirements versus new capital construction projects. Recognizing the aging park infrastructure and desire to maintain a competitive edge in our campgrounds, the Feyrer Park restroom replacement project emerged as a high priority for being both immediate and appealing to a diverse audience of park users.

b) Involvement of county parks board or local citizens' committees;

County Park staff meets monthly with its County Parks Advisory Board (PAB) to review current projects and identify emerging needs. During the FY16/17 budget process, the PAB reviewed the CIP and the 2012 Comprehensive Deferred Maintenance Schedule and recommended that projects impacting the health and safety of park users be given the highest priority. Replacement of this aging and failing restroom facility was identified for funding in the FY 16-17 parks' budget. It should be noted that the Feyrer Park restroom has been on the Clackamas County Parks' Capital Improvement Plan since fiscal year 2008-09, but has been continually deferred because of funding constraints and higher priority needs at the time.

Deferred maintenance, including the repair and/or replacement of aging infrastructure, has been identified by the Clackamas County Parks Advisory Board and Parks Management Team as the number one capital priority for County Parks as funds become available. Replacing this restroom facility has been included in the Clackamas County Parks 5 year Capital Improvement Plan (CIP) and further identified in the 2012 County Parks Deferred Maintenance Analysis.

c) Development of a park master plan or other county parks plans;

Clackamas County Parks Master Plan, 2000, Updated 2004;
Approval of Alteration/Modification of Conditional Use Permit 2002 - Z0619-02-C;
ADA Compliance Review 1994;
Feyrer Park Flood Plain Development Permit Z0243-15-F

d) Other public involvement.

Many citizens coming to our parks find the opportunity to provide comments to our park rangers and camp hosts. Overwhelmingly, this informal feedback shows support for replacing this obsolete and failing restroom.

In September, 2015, the Clackamas County Parks Division, with assistance of the County's Public and Government Affairs (PGA), conducted a survey of recent campground users. More than 90% of the respondents identified health, safety and customer service as the top priorities for our county park facilities.

The Feyrer Park Campground Restroom Replacement Project is consistent with meeting the public's need for clean, healthy and safe park facilities as cited in the 2015 Survey and the recently adopted Clackamas County Strategic Plan- Managing for Results.

6. ENVIRONMENTAL ASSESSMENT - Please describe any adverse or beneficial environmental impacts resulting from the project.

a) Is the site in a flood plain or does it involve a wetland?

Yes. A flood plain permit will be required by Clackamas County prior to starting construction. A pre-application discussion with County Planning officials indicated that there should be no adverse decision for issuance of a flood plain development permit as the new restroom construction footprint will be equal to the footprint of the existing restroom being removed from the site.

b) Are there any threatened or endangered species on the site?

No. There are no threatened or endangered species on the site.

c) Are there historic or cultural sites involved?

No. There are no historic or cultural sites involved.

d) What agencies or persons did you contact to determine environmental impacts? (Please list agencies/persons contacted).

Clackamas County Planning & Zoning Department
USDA/Natural Resources Conservation Service (NRCS)

7. ACCESSIBILITY FOR PEOPLE WITH DISABILITIES (10 Points) -

a) Does the county have an ADA Transition Plan?

Yes. In 1994, an ADA Compliance Review was conducted by an outside consulting firm. From that review, a Clackamas County Parks' ADA Transition Plan was developed and included in the 2004 County Parks Master Plan. The Feyrer Park Campground restroom is no longer ADA compliant. Access sidewalks, stalls and counter tops would all need to be upgraded to meet current ADA standards. The new restroom building and the concrete access sidewalks and ramps leading to the restroom building will be ADA compliant.

b) Describe how accessible routes and signage will be provided between parking areas and the proposed facilities?

The proposed restroom will be in the same proximity as the existing restroom. Routes and signage will be maintained between parking areas and the proposed facility including dedicated/signed ADA parking spaces. In addition, flat work construction plans call for improvements of a new ADA accessible pathway to be installed to access the ramp and sidewalk leading to the new restroom.

c) Are existing facilities accessible and if not, what is being planned to make them accessible?

The existing restroom is constrained in meeting ADA compliance as it is below current standards for sidewalks, ramps, and accessibility inside stalls and at sinks. Pathways leading to the building and ramps to the restroom would need to be replaced in order to meet current standards. Restroom stalls and sinks/counter tops would also need to be upgraded to meet current ADA standards. In addition to these upgrades, the building has cracking of the

foundation and floor. Costs to repair these items and bring the restroom into compliance would only be a band-aid fix on a facility that is beyond its useful life.

8. SOURCE OF FUNDING (10 Points) - Please provide additional information about the sources of funding that will be used as the local match, including the following:

a) How firm is your local match - have the matching funds been committed to this project by your board or commission?

The Clackamas County Parks Advisory Board has made a recommendation of approval for this project and matching
http://opris.oprd/index.cfm?do=grants.dsp_grantApplicationSummary#?application_id=3253

The Clackamas County Parks and Recreation Department has received a recommendation of approval for this project and matching funds were included in the 2016-17 County Parks Budget. The Board of County Commissioners have adopted the 2016-17 budget with the local match funds having been committed. This project was additionally supported by the County Commissioners via a Board Resolution to apply for the County Opportunity Grant.

b) Describe any in-kind donations (volunteer labor, donated materials, etc.) in the project.

This project does not include volunteer labor or donated materials.

c) Discuss your agency's ability to meet long-term maintenance costs for the project.

The new restroom facility will be added to our Park's Asset Inventory List and then be included in the Park's Annual Maintenance Schedule. While annual maintenance costs are anticipated to be fairly low, Parks staff will regularly service the new restroom according to recently adopted Restroom Cleaning standards in 2015. County Parks Management will continue to budget for seasonal and summer temporary help with duties to provide daily cleaning and servicing of all county park restroom facilities.

9. SUSTAINABILITY (5 Points) –

a) Describe your intent, strategies, documentation of results, and long-term management plans for sustainability in the project.

Clackamas County Parks is not currently recognized as a leader in sustainable practices for managing and maintaining our parks facilities and infrastructure. We have recently adopted a Managing for Results (MFR) strategy which focuses our efforts on lean management and operation efficiencies in the areas of cleanliness, health and safety.

One of the initial steps to help advance this effort was to align ourselves with partners who had developed sustainable goals and strategies for their own business or organization. When considering this project, the Project Management Team researched restroom manufacturers that would align with our emerging sustainability principals and meet a number of sustainability objectives for Clackamas County Parks including:

1. Use of green technologies and/or Low Impact Design (LID)
2. Use of renewable/sustainable practices in manufacturing the product
3. Adapt new green products/materials to existing park infrastructure or footprint.

As the MFR Strategic Plan evolves, we anticipate this project will serve as a springboard to advancing a broader sustainability focus in our parks and lead to an increasing number of projects and practices with a core green, renewable or LID commitment. Our initial plan is to require (and document) that all future projects and practices consider sustainable alternatives for implementation.

▼ 13 Files

▼ 1 Comment

▼ Images

▼ 6 Logged Events



Oregon
Kate Brown, Governor

Parks and Recreation Department
State Historic Preservation Office
725 Summer St NE, Ste C
Salem, OR 97301-1266
Phone (503) 986-0690
Fax (503) 986-0793
www.oregonheritage.org



December 20, 2016

Mr. Mark Cowan
Oregon Parks and Recreation Department
725 Summer St NE STE C
Salem, OR 97301

RE: SHPO Case No. 16-2062
OPRD COG Grant App 3253, Feyrer Park Campground Restroom
Restroom replacement
5S 2E 14, Clackamas County

Dear Mr. Cowan:

Our office recently received a request to review your application for the project referenced above. In checking our statewide archaeological database, it appears that there have been no previous surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains. In the absence of sufficient knowledge to predict the location of cultural resources within the project area, extreme caution is recommended during project related ground disturbing activities. Under state law (ORS 358.905 and ORS 97.74) archaeological sites, objects and human remains are protected on both state public and private lands in Oregon. If archaeological objects or sites are discovered during construction, all activities should cease immediately until a professional archaeologist can evaluate the discovery. If you have not already done so, be sure to consult with all appropriate Indian tribes regarding your proposed project. If the project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with the appropriate lead federal agency representative regarding compliance with Section 106 of the National Historic Preservation Act (NHPA). If you have any questions about the above comments or would like additional information, please feel free to contact our office at your convenience. In order to help us track your project accurately, please reference the SHPO case number above in all correspondence.

Sincerely,

Dennis Griffin, Ph.D., RPA
State Archaeologist
(503) 986-0674
dennis.griffin@oregon.gov



March 16, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Resolution Authorizing Clackamas County Parks to Apply for a Local Government Grant from the Oregon Parks and Recreation Department for Replacement of a Restroom at Barton Park

Purpose/Outcomes	The OR Parks & Recreation Local Government Grant program provides funding for infrastructure improvements in county parks through Oregon lottery fund distributions. Clackamas County Parks is applying for funding to replace a deteriorating portable restroom trailer at its Barton Park facility.
Dollar Amount and Fiscal Impact	The project cost is estimated at \$350,000 and will include restroom replacement and possible septic system upgrades. County Parks is required to provide 50% of project costs in matching funds under the terms of the grant. Grant funding allows County Parks to leverage its funding capabilities on capital improvement projects to replace aging infrastructure. Matching funds have been requested in the FY 17/18 County Parks' budget.
Funding Source	Oregon Parks and Recreation Dept. and Clackamas County Parks
Duration	Through September 2019
Previous Board Action	None
Strategic Plan Alignment	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Build public trust through good government.
Contact Person	Rick Gruen, Manager County Parks & Forest
Contract No.	N/A

BACKGROUND:

Barton Park in a 116 acre facility located in the rural community of Barton, with 112 campsites, 7 picnic areas, and a boat ramp which serves sport fishing and water recreation enthusiasts on the Clackamas River. This portable trailer restroom serves thousands of park patrons each year, is in a deteriorated condition from years of over-use, is in need of ADA compliance upgrades, and is not able to serve the peak season demands at the park. The restroom was identified for replacement in 2012, but due to funding constraints and higher priority projects this capital improvement has been continually deferred. Replacement of the restroom will provide for an ADA compliant, safe and modern pre-fabricated facility that will better accommodate high usage at this park.

RECOMMENDATION:

Staff recommends the Board approve the attached Resolution, and delegate authority to the Director or Deputy Director of Business and Community Services to sign the grant application.

Respectfully submitted,

Laura Zentner, Deputy Director
Business and Community Services

A Resolution Authorizing Clackamas County
Parks to Apply for a Local Government
Grant from the Oregon Parks and
Recreation Department for Replacement of a
Restroom at Barton Park

Resolution No.

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

WHEREAS, Clackamas County Parks desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements; and

WHEREAS, the Clackamas County Parks Advisory Board and the Board of County Commissioners have identified the restroom replacement at Barton Park as a high priority need in Clackamas County; and

WHEREAS, building a new restroom will enhance the public's recreation experience and bring needed safety and ADA compliance upgrades to the park restroom; and

WHEREAS, Clackamas County Parks has budgeted local matching funds to fulfill its share of the obligation related to this grant application should the grant funds be awarded; and

WHEREAS, Clackamas County Parks will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby resolve:

1. To support the submittal of a grant application to the Oregon Park and Recreation Department for replacement of a restroom at Barton Park, and delegate authority to the Director or Deputy Director of Business and Community Services to sign the grant application.

Dated this _____ day of March, 2017

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

Grant Application Lifecycle Form

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

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

**** CONCEPTION ****

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

Lead Department: BCS - County Parks & Forest Grant Renewal? Yes No

Name of Funding Opportunity: OPRD - Local Government Grant
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Rick Gruen
Requestor Contact Information: 503-742-4345, rgruen@clackamas.us
Department Fiscal Representative: Chris VanDuzer, Administrative Analyst
Program Name or Number (please specify): County Parks
Brief Description of Project:

This rehabilitation project replaces a restroom in Barton Park Day Use area. It is aged beyond useful life, unable to effectively repair and now considered a health/safety hazard. A new, pre-engineered restroom, with additional stall capacity, will be constructed in its place, increasing ADA compliance and enhancing park and recreation experiences.

Name of Funding (Granting) Agency: Oregon Parks and Recreation Dept.

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

<http://www.oregon.gov/OPRD>

OR

Application Packet Attached: Yes No

Completed By: Rick Gruen 3/6/17
Date

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date TBD

Announcement Date: 1/1/2017 Announcement/Opportunity #: OPR LGG-2017
Grant Category/Title: Rehabilitation Max Award Value: \$ 400,000.00
Allows Indirect/Rate: Yes Match Requirement: 50% or \$200,000
Application Deadline: 4/1/2017 Other Deadlines: _____
Grant Start Date: 11/1/2017 Other Deadline Description: _____
Grant End Date: 4/30/2018
Completed By: Rick Gruen
Pre-Application Meeting Schedule: _____

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

Mission/Purpose:

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

The mission of BCS is to provide economic development, public spaces and community enrichment services to residents, businesses, visitors and partners so they can thrive and prosper in healthy and vibrant communities. This grant provides needed resources to repair/replace aging infrastructure to provide citizens and park users with a clean and safe park.

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

County Parks MFR goals - Enhance county parks user experiences by providing clean and safe facilities.

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

N/A

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

This project will seek to replace an aged and failing restroom in the Barton Park day use area. The existing modular restroom, originally put into service in the mid 70's is among the oldest restroom facilities in our County Park system. High prioritization for this project was determined by the Parks Advisory Board as part of evaluating park needs against the CIP and made recommendation for inclusion in the 2016-17 adopted County Parks budget. The restroom has deteriorated beyond its useful life and further use will put the public at risk for health and safety. Extensive roof, plumbing and dryrot repairs have been made over the years with further repairs no longer considered to be viable or cost effective. Significant structural repairs are necessary to mitigate cracking and lifting of the concrete floor and foundation, exposed plumbing, dry rot and mold damage. Additionally, the restroom does not have adequate ADA sidewalks/ramps, stalls or sinks. Project funding will allow for the siting of a pre-engineered cast concrete restroom with several additional stalls to better serve the public demand. The new restroom facility will also provide much needed upgrading to meet current ADA standards (i.e. sink countertops, turning radius in stalls and grab bar placements, and new exterior concrete sidewalks and ramps for accessibility. Contracted services will include the purchase and installation of the new restroom building, septic tank, concrete sidewalks and ramps, and electrical hookups. County Parks staff will provide project supervision. This project is consistent with the conditional use permit.

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

Grant funding is used for capital construction, not ongoing operations and maintenance.

Organizational Capacity:

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

Yes, Rangers, Maintenance and Project Management.

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

Partnership with OPRD for funding opportunities.

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

No

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

N/A

Collaboration

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

County Planning - Land Use Compatibility State; Building/Permits - Septic approval

Reporting Requirements

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

Annual performance and financial reporting requirements.

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

Project Manager and Senior Admin Analyst will track/evaluate grant performance against budget and scope of work.

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

State reporting forms; reimbursable expenditures.

Fiscal

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

Yes, County will benefit from new, modern facilities to better serve the public.

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

Funds have been identified in the County Parks budget

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

This LGG requires a 50% match. County match which will be supplied by in-kind and cash from County Parks budget.

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

One time capital project funding. . No long term commitment required

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

No

Program Approval:

Mike Bowen, County Parks Mgr, 03/06/17

Name (Typed/Printed)

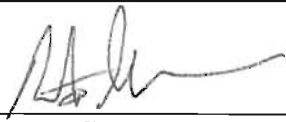
Date

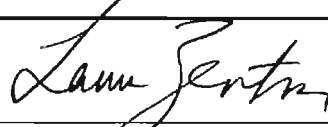


Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
<i>Edelbrenn, Parks Manager</i>	<i>3/6/17</i>	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
<i>Laura Zentner</i>	<i>3/7/17</i>	
Name (Typed/Printed)	Date	Signature

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

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

For applications less than \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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

Department: keep original with your grant file.



**NORTH CLACKAMAS
PARKS & RECREATION DISTRICT**

Administration

Scott Archer, Director
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

March 16, 2017

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

Members of the Board:

Approval of an Intergovernmental Agreement between North Clackamas Parks & Recreation District (NCPRD) with Clackamas County’s Department of Transportation and Development (DTD) to Provide Assistance in Construction Management Services Related to Repairing the Casa Del Rey Bridge at North Clackamas Park

Purpose/Outcomes	This Intergovernmental Agreement governs the roles, responsibilities and requirements for DTD to provide construction management assistance, engineering, design, permitting and repairs to NCPRD for the Casa Del Rey footbridge located at North Clackamas Park, 5440 SE Kellogg Creek Drive, Milwaukie, Or, 97222.
Dollar Amount and Fiscal Impact	Overall Project Cost Estimate: \$53,000 FEMA \$19,700 NCPRD \$33,300
Funding Source	Federal Emergency Management Agency (FEMA) NCPRD General Fund
Duration	This project will be completed by December 31, 2017.
Previous Board Action	None.
Strategic Plan Alignment	This action aligns with the following Board strategic priorities: <ul style="list-style-type: none"> • Build public trust through good government • Ensure safe, healthy and secure communities • Build a strong infrastructure
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4421 Kevin Cayson, <i>Parks Maintenance Supervisor</i> , 503-794-8030

BACKGROUND:

This is an Intergovernmental Agreement between North Clackamas Parks and Recreation District and Clackamas County Department of Transportation and Development to provide construction management services which will include engineering, design, permitting, and construction repairs to provide protection to existing abutments on the North and South sides of the Casa Del Rey footbridge located at North Clackamas Park. This foot bridge is 27’ long and 6’ wide. It provides access to the park from the North. These abutments sustained significant erosion due to flooding which occurred in December of 2016. FEMA has inspected and recommended repairs and mitigation measures.

County Counsel has reviewed and approved this document.

RECOMMENDATION:

Staff respectfully recommends that The Board of County Commissioners, acting as the Governing Body of the North Clackamas Parks and Recreation District, approve and sign the attached IGA with Clackamas County Department of Transportation and Development whereby DTD staff can provide construction management services to NCPRD for the Casa Del Rey bridge repairs as outlined in the agreement.

ATTACHMENT:

1. Proposed IGA between NCPRD and Clackamas County

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

**INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY
AND THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
RELATED TO REPAIR OF THE CASA DEL REY BRIDGE**

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“COUNTY”), a corporate body politic, and the North Clackamas Parks and Recreation District (“DISTRICT”), a county service District formed pursuant to ORS Chapter 451”, pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the “Parties” and each a “Party.”

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the Casa Del Rey pedestrian bridge (the “Bridge”) is located in the City of Milwaukie and within the boundaries of the District;

WHEREAS, the District maintains the Bridge on behalf of the City of Milwaukie;

WHEREAS, both Bridge abutments have experienced water-related scour, the northern abutment has cracked, and all are in need of repair;

WHEREAS, the District has applied to the State of Oregon, through the Oregon Military Department, Office of Emergency Management (“OEM”) for grant funding made available by the Federal Emergency Management Agency (“FEMA”) to assist with repairs to the Bridge;

WHEREAS, the District and County anticipate that repairs to the Bridge will require the work set forth in Exhibit “A” which is attached hereto and incorporated herein, which generally includes design and engineering services as well as construction services to implement repairs to the Bridge (the “Project”);

WHEREAS, the County estimates the total cost of the work associated with the Project shall not exceed \$53,000.00;

WHEREAS, the County has particular expertise in the design, permitting, engineering and repair of bridge structures; and

WHEREAS, the District would like to engage the County to perform the work associated with the Project and the County is willing to perform the work;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or December 31, 2017, whichever is sooner.
2. **Rights and Obligations of the County.**
 - A. The County agrees to complete the work associated with the Project, as more specifically described in Exhibit “A.”
 - B. The County will coordinate with the District in the design, permitting, engineering and construction associated with the Project.

- C. The County shall secure all necessary permits from the City of Milwaukie, Oregon Department of State Lands, Oregon Department of Fish and Wildlife and the US Army Corps of Engineers, as applicable.
- D. The County will comply with any grant funding requirements imposed by FEMA and OEM associated with the grant funding related to the Project. At a minimum, the County will not default under the terms of its agreement with OEM titled “Infrastructure Contract 4258-DR-OR.”
- E. The County shall submit invoices to the District for reimbursement of costs billed to the Project. The County shall submit invoices to the District within thirty (30) days from the date that costs are incurred. Notwithstanding any provision herein which may be construed to the contrary, the total compensation provided to the County by the District under this Agreement shall not exceed \$53,000.00 without prior written amendment of this Agreement executed by the County and the District.

The County shall submit invoices to the District at the following address:

North Clackamas Parks and Recreation District
Attention: Kevin Cayson
150 Beaver Creek Road
Oregon City, OR 97045

A copy of County invoices may be emailed to: KevinC@clackamas.us

- F. Clackamas County is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272.

3. **Rights and Obligations of the District.**

- A. The District hereby agrees to pay to the County a sum not to exceed \$53,000 for the work associated with the Project, as more specifically described in Exhibit “A.”
- B. The District will coordinate with the County in the design, permitting, engineering and construction associated with the Project.
- C. When requested, the District will provide timely feedback regarding design, permitting, engineering and construction issues. Timely feedback is defined as any reasonable deadline specified by the County in carrying out the above mentioned tasks.
- D. The District will respond in a timely manner to the County’s requests to execute applications or documents and to provide information or approval to the County specifically related to fulfilling the purpose of this Agreement.
- E. The District will cooperate with the County for purposes of fulfilling the County’s obligations under that certain agreement between the County and OEM titled “Infrastructure Contract 4258-DR-OR.”
- F. The District shall reimburse the County for invoices submitted by the County for costs billed to the Project and incurred by the County. The District shall issue payment to the County for approved costs within 30 days of receipt of invoices. Notwithstanding any provision herein which may be construed to the contrary, the total compensation provided to the County by the District under this Agreement shall not exceed \$53,000.00 without prior written amendment of this Agreement executed by the County and the District.

4. Work Plan and Project Schedule.

- A. It is the desire of both Parties to complete the Project as soon as practicable, if possible prior to December 31, 2017. The County will diligently pursue completion of the Project prior to December 31, 2017. The District acknowledges that it may not be possible to complete any or all of the Project within the desired time frame due to circumstances beyond the control of the Agency.
 - i. These circumstances include, but are not limited to, the length of time necessary to obtain necessary permits or land use approvals, the timing and availability of OEM and FEMA grant funds and the construction window available as a result of in-water work.
 - ii. Design and construction timing is also highly dependent on the receipt of necessary information and approvals requested by the County. All Parties will in good faith attempt to meet project deadlines but recognize timelines may need to be adjusted because of unforeseen circumstances. The County will provide prompt notice to the District of any anticipated delays in the schedule. The District agrees to not unreasonably withhold consent to extensions in the schedule.
- B. In the event any part of the Project is unable to be completed by December 31, 2017, the Parties may mutually agree in writing to adjust the Project timeline and this Agreement, or modify or terminate the Project as necessary. In the event of alterations to the Project, other terms of this Agreement shall remain in effect except for mutually agreed upon changes. In no event shall the District claim any damages, monetary or otherwise, resulting from the Agency's failure to complete the Project by December 31, 2017.

5. Termination.

- A. The County and the District, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the District may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the District shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The District may terminate this Agreement in the event the District fails to receive funding from FEMA related to the Project or fails to receive other expenditure authority sufficient to allow the District, in the exercise of its reasonable administrative discretion, to continue to

make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the District is prohibited from paying for such work from the planned funding source.

- E. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- F. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

6. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the District, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control.
- C. The District, as a recipient of federal funds, shall assume sole liability for the District's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon the District's breach of any such conditions that requires the return funds to FEMA, hold harmless and indemnify the County for any amounts equal to the funds received under this Agreement for work completed on the Project; or if legal limitations apply to the indemnification ability of the District, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

7. **Party Contacts**

- A. Devin Patterson or his designee will act as liaison for the County for the Project.

Contact Information:

Clackamas County- Department of Transportation and Development
150 Beavercreek Road
Oregon City, OR 97045
(503) 742-4666 or DevinPat@clackamas.us

- B. Kevin Cayson or his designee will act as liaison for the District for the Project.

Contact Information:

North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045
(503) 794-8030 or KevinC@clackamas.us

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

8. General Provisions

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved
- E. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- F. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- G. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- K. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the District.
- L. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- M. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- N. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

[Signatures on Following Page]

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

Clackamas County

**North Clackamas Parks and Recreation
District**

Chair, Board of County Commissioners

Chair, North Clackamas Parks and Recreation
District

Date

Date

Exhibit A

SCOPE OF WORK TO BE COMPLETED Casa Del Rey Bridge 5440 SE Kellogg Creek Dr, Milwaukie, Or, 97222

1. Provide all necessary design, inspection and project overview and management to provide protection to existing abutments on the N and S side of the Casa Del Rey Bridge located at 5440 SE Rusk Rd, Milwaukie Oregon.
2. Project to include riprap removal and replacement. Grouted riprap for slope protection as required by FEMA Form 90-91 (3/8 to 1/4 cubic yard pieces). Shoring up of existing abutment's cracks as required by the County Bridge shop Engineers damage/repair assessment (see attached county bridge inspection report "Maintenance Recommendations"). Provide necessary soil and plant material and labor for mitigation. Provide all materials equipment and labor necessary to complete project including disposal and hauling. The "Scope of Work" section, as set forth in the attached FEMA Form 90-91, and the "Maintenance Recommendations" section of the attached county bridge inspection report, are hereby incorporated as tasks to be completed as part of the Project.
3. Provide all necessary Corps, DSL, local building and land use Permitting for project along with any required Hydrological and wetland analysis and any associated survey work.

Task	Estimated Cost	Assumptions/Comments
Project Management	\$5,000.00	
Design (including various meetings)	\$10,000.00	
Survey	\$10,000.00	Survey, topo, plan sheet creation
Hydraulic/Wetland Analysis	\$10,000.00	Regional Regression + Hec-RAS +
Corps/DSL Permitting	\$5,000.00	Time + Permit Fee (\$729)
City Land Use/Building Permit	\$2,000.00	
Construction Inspection	\$2,000.00	
Construction (Time/Equipment)	\$5,000.00	
Materials	\$4,000.00	Rip Rap, Top Soil, Vegetation, Erosion Control
Subtotal	\$53,000.00	Total Plan Cost



Gregory L. Geist
Director

March 16, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agreement between
Clackamas County Service District No. 1 and the City of Happy Valley
for Assignment of Easement

Purpose/Outcomes	Transfer of a conservation easement from Clackamas County Service District No. 1 (CCSD#1) to the City of Happy Valley
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Duration	None
Previous Board Action/Review	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This supports the WES Strategic Plan that customers will continue to benefit from a well-managed utility. 2. This project supports the County Strategic Plan to build public trust through good government.
Contact Person	Don Kemp, Development Review Supervisor 503-742-4577
Contract No.	N/A

BACKGROUND:

Conservation easements are a tool that enable property owners to achieve specific conservation objectives on their land by empowering a government entity to carry out the efforts. CCSD#1 has accepted conservation easements from property owners in the past when properties were being developed. This easement for the property in question was granted to CCSD#1 and recorded on August 10, 2004.

The City of Happy Valley ("City") desires to engage in more streamlined development and transportation planning in the area of the City that includes the easement, which would be facilitated by the transfer of the easement to their authority. Therefore, the City has agreed to accept a transfer of the easement from CCSD#1, upon authorization from the BCC for the District to initiate the transfer.

The original conservation easement (Document 2004-073651) is attached.

This assignment of easement has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff respectfully recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve the Assignment of Easement between Clackamas County Service District No. 1 and the City of Happy Valley.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

ASSIGNMENT OF EASEMENT

THIS ASSIGNMENT OF EASEMENT ("**Assignment**") is dated _____, 2017, by and between **Clackamas County Service District No. 1**, a county service district formed pursuant to ORS 451 ("**Assignor**"), and the **City of Happy Valley**, a *political subdivision of the State of Oregon* ("**Assignee**"), with reference to the following:

RECITALS:

- A. Assignor was the original recipient of a conservation easement recorded under Document 2004-073651 as of 08/10/2004 (the "**Easement**"), a copy of which is attached hereto and incorporated herein as **Exhibit A**.
- B. The Assignee is the City of Happy Valley, whom both parties agree is the appropriate holder of the Easement.
- C. The Assignor desires to transfer the interest in the Easement to Assignee and Assignee desires to accept the transfer of Easement interest from Assignor.

AGREEMENT:

NOW, THEREFORE, for value, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment**

Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Easement. The Assignment shall be effective upon the last date of signature of the parties ("Effective Date").

2. **Assumption**

Assignee hereby accepts such assignment and agrees to be bound by and comply with all of the duties and obligations identified in the terms of the Easement from and after the Effective Date.

3. **Indemnification**

- 3.1 Assignor hereby agrees to indemnify Assignee for, defend Assignee against, and hold Assignee harmless from and against any and all liabilities, losses, costs, damages, expenses, claims, suits or demands resulting from Assignor's failure to perform any of its duties or fulfill any of its obligations under the Easement prior to the Effective Date.
- 3.2 Assignee hereby agrees to indemnify Assignor for, defend Assignor against, and hold Assignor harmless from and against any and all liabilities, losses, costs, damages, expenses, claims, suits or demands resulting from Assignee's failure

to perform any of its duties or fulfill any of its obligations under the Easement on and after the Effective Date.

4. Further Assurances

The parties agree to execute, acknowledge where appropriate and deliver such other or further reasonable instruments of assignment as the other party may reasonably require to confirm the foregoing assignment, or as may be otherwise reasonably requested by Assignor or Assignee to carry out the intent and purposes hereof.

5. Binding Effect

This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

6. Counterparts

This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and all of which counterparts shall be deemed one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

FOR ENTITY SIGNATURES:

ASSIGNOR: CLACKAMAS COUNTY

ASSIGNEE: CITY OF HAPPY VALLEY

By: _____
Chair **Date**

By: _____
Mayor, City of Happy Valley **Date**

Witness: _____
Date

Witness: _____
Date

Approved As to Form:

County Counsel **Date**

After recording, return to:
Clackamas County Service District No. 1
9101 SE Sunnybrook Blvd., Suite 441
Clackamas, OR 97015

Accepted By Clackamas County

Agenda Date & Number: 04/22/04; IVc2
OR
Board Order Number: _____

Clackamas County Official Records
Sherry Hall, County Clerk

2004-073651



NO FEE

08/10/2004 04:01:03 PM

D-E Cnt=1 Stn=4 MELISSA
This is a no fee document

CONSERVATION EASEMENT
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

KNOW ALL PERSONS BY THESE PRESENTS, that Keith L. Wilson Construction LLC, the owner of the real property described in Exhibit A and, hereinafter referred to as **Grantor**, does hereby grant, bargain, sell and convey unto Clackamas County Service District No. 1, hereinafter referred to as **Grantee or CCSD#1**, a perpetual, nonexclusive conservation easement to protect the integrity, viability, conveyance and water quality functions of the sensitive area and associated buffer located on the subject's property (Exhibit "A" and "B"). Within the conservation easement no roadways, driveways, buildings, structures or fences shall be constructed. Any removal of native plants, land disturbance, or other development activity is prohibited. Any proposed activity consistent with the purpose of this easement is subject to review and approval by the Grantee. The conservation easement includes the right to access and inspect conservation easement areas, storm drainage and all related facilities through, under and along the following described property in the County of Clackamas and State of Oregon:

As described on Exhibit "A"
and shown on Exhibit "B".

This instrument does not grant or convey to **CCSD#1** any right or title to the surface of the soil of the easement except for the purpose of accessing and inspecting the conservation easement. **CCSD#1** shall give adequate notice to the landowner before accessing the property. **CCSD#1** has the right of reasonable ingress and egress to the easement area over **Grantor's** property for the exercise of any of the rights of the easement. **CCSD#1** may utilize vehicles and other reasonable modes of transportation for access purposes. This agreement in no way obligates **CCSD#1** to plant or replace any native plantings that may exist or be placed within this easement.

Grantor agrees to undertake no activity or otherwise harm or impair the conservation easement area to prevent or impede the proper functioning of the easement.

To the extent permitted by law, each party shall indemnify the other from any liability, costs, damages, claims, or expenses which arise from that party's sole negligence in the use of the easement.

This easement shall constitute a servitude upon the land so encumbered: shall run with the land in perpetuity and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

This instrument gives immediate possession of the forgoing premises.

The true and actual consideration for this transfer is: \$ 0 to be paid prior to construction; Gift Non-monetary Should a gift or non-monetary value be indicated, the Grantors acknowledge their right to just compensation and hereby waive their right to said compensation.

IN WITNESS WHEREOF, the undersigned have set their hands and seals.

GRANTOR

Representing: Keith L. Wilson Construction LLC
By: [Signature]
Name: Keith L. Wilson

STATE OF OREGON)
)ss.
County of Clackamas)

This instrument was acknowledged before me on this 25th day of March, 2004 to be the free act and deed of said corporation/individual.



[Signature]
Notary Public for Oregon
My Commission expires: March 27, 2005

GRANTEE

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

By: [Signature]
Director
Name: R. K. Squires

STATE OF OREGON)
)ss.
County of Clackamas)

This instrument was acknowledged before me on this 8th day of April, 2004 on behalf of Clackamas County Service District No. 1 by R. K. Squires.



[Signature]
Notary Public for Oregon
My Commission expires: 9/18

EXHIBIT 'A'
CONSERVATION EASEMENT
NORTHVIEW AT HAPPY VALLEY HEIGHTS NO. 2
DESCRIPTION
March 22, 2004

Two strips of land, both 80.00 feet wide, in the northwest one-quarter of Section 36, Township 1 South, Range 2 East, Willamette Meridian, City of Happy Valley, Clackamas County, Oregon, the centerlines of said strips being described as follows:

Strip No. 1

Beginning at a point on the southerly line of "Happy Valley Heights No. 5", Plat No. 3654, Clackamas County Plat Records, which point bears S.89°54'43"W., 105.17 feet from the most southerly southeast corner of Lot 173, said "Happy Valley Heights No. 5"; thence S.04°40'30"E., 268.93 feet; thence S.11°45'37"E., 326.78 feet; thence S.47°54'11"E., 317.32 feet to a point herein defined as Point 'A'; thence S.54°24'15"E., 203.14 feet; thence S.49°29'37"E., 453.38 feet to the easterly line of Tract 'H', "Northview at Happy Valley Heights No. 2", a duly recorded plat in Clackamas County, and the terminus of this strip

The sidelines of this strip shall be lengthened or shortened as necessary to meet the southerly line of said "Happy Valley Heights No. 5" and said easterly line of said Tract 'H'.

Strip No. 2

Beginning at the above described Point 'A'; thence N.85°43'45"W., 368.85 feet to the easterly line of "Highland View", Plat No. 3775, Clackamas County Plat Records, and the terminus of this strip.

The sidelines of this strip shall be lengthened or shortened as necessary to meet the westerly line of the above described Strip No. 1 and said easterly line of "Highland View".

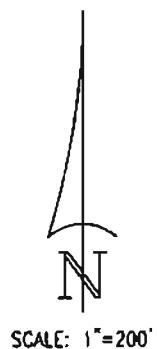
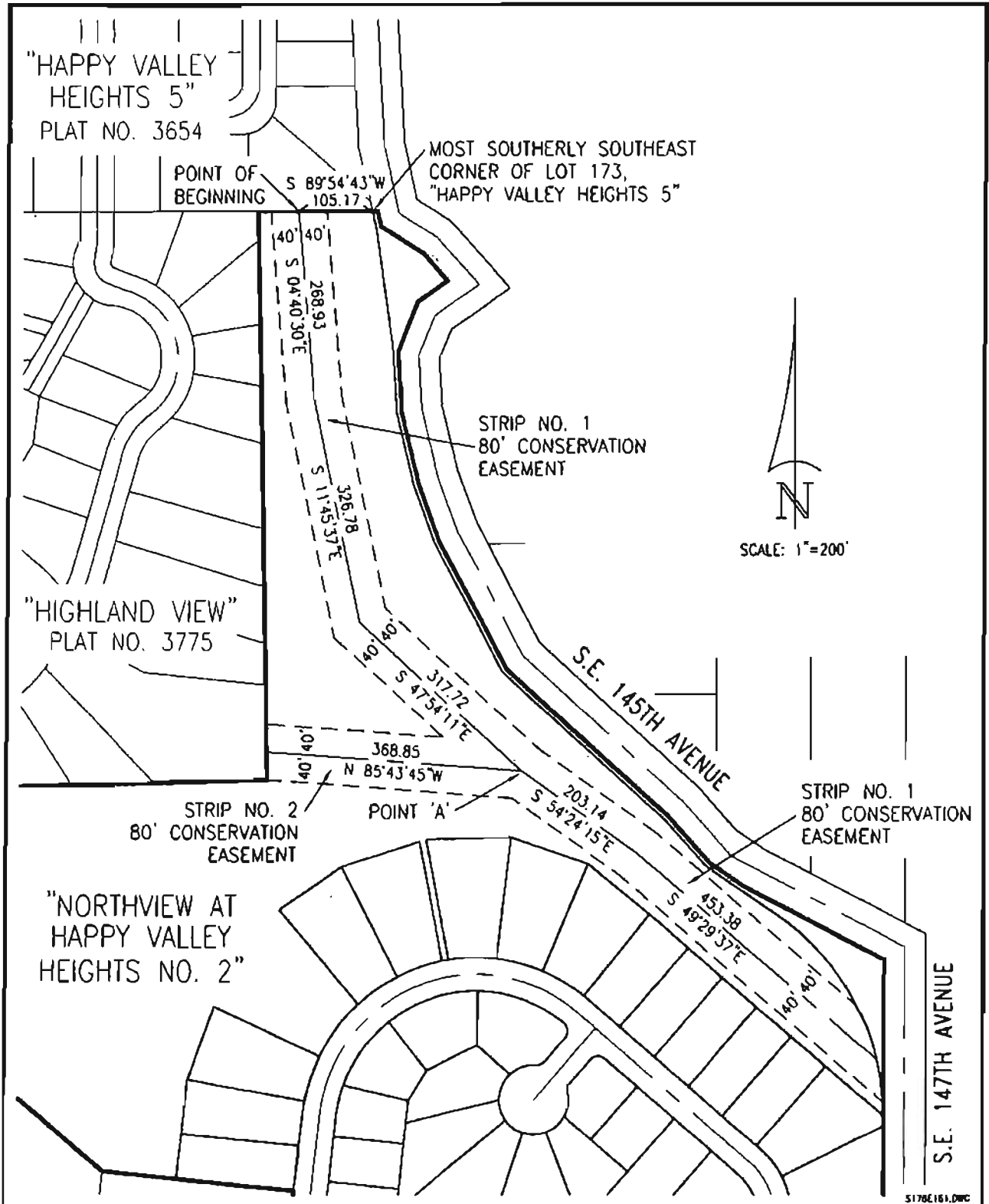


EXHIBIT 'B'
80' CONSERVATION EASEMENT
'NORTHVIEW AT HAPPY VALLEY
HEIGHTS NO. 2'
MARCH 22, 2004

4

otak
 Incorporated
 surveyors
 engineers
 planners

17355 S.W. BOONES FERRY ROAD
 LAKE OSWEGO, OREGON 97035
 (503)635-3618 FAX (503)635-5395

5178E161.DWG