

August 2, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Agreement with Northwest Family Services
for Culturally-Specific Domestic Violence Shelter and Services

Purpose/Outcomes	Provides domestic violence services to Latina survivors of domestic violence and their children, including emergency shelter, support groups, and information and referral. <ul style="list-style-type: none"> • 35 survivors will be sheltered with 85% reporting that they have a safety plan, know of options to stay safe, and exit to safe and stable housing; • 30 survivors will participate in support group with 85% responding they have an increased understanding of domestic violence and resources.
Dollar Amount and Fiscal Impact	\$130,000 No County Staff are funded through this Agreement
Funding Source	County General Funds
Duration	Effective July 1, 2018 and terminates June 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Ensure safe, healthy and secure communities • Ensure equitable access to services
Contact Person	Rodney A. Cook, 503-650-5677
Contract No.	8944

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agreement with Northwest Family Services. Funding will provide: safe shelter and supportive services (support groups, information and referral, safety planning and individualized assessment, housing assistance and referrals) to Latina survivors of domestic violence and their children.

Funding for this Agreement is County General Funds. It has been reviewed by County Counsel. It is effective upon signature for services starting July 1, 2018 and terminating June 30, 2019. Agreement has a maximum value of \$130,000.

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 approval of this Agreement and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written in a cursive style.

Richard Swift, Director
Health, Housing & Human Services

FACILITY USE AGREEMENT

#8937 OREGON TRAIL SCL DISTRICT 46 - SANDY HIGH SCHOOL BUILDING

Start Date: July 1, 2018
End Date: June 30, 2019
Owner: Oregon Trail School District 46, hereafter referred to as "District"
Address: PO Box 547
Sandy, OR 97055-0547
Phone: 503-668-5541
Contact: Jim Seipel
E-mail: jim.seipel@ortrail.k12.or.us

Facility User: Clackamas County-Health, Housing & Human Services Department
Acting by and through its Clackamas Health Centers Division
Address: 2051 Kaen Road, #367
Oregon City, OR 97045
Phone: 503-722-6757
Fax: 503-742-5979
Contact: Amy Council
E-mail: acouncil@co.clackamas.or.us

Premises: Sandy High School – Room 4-18 Health Center

- Summer break schedule: July 1 through September 3, except July 4 holiday; 11:30 am – 9pm.
- School year schedule: Monday through Friday, September 4 through June 12; 3:00 pm to 9:00 pm.
- Winter break schedule: Monday through Friday, December 24 through January 6, except December 25 and January 1 holidays; 11:30 am – 9:00 pm
- Spring break schedule: March 25 through March 29; 11:30 am to 9:00 pm
- Summer break schedule: June 13 through June 30: 11:30 am – 9:00 pm (pending any snow days that may cause an adjustment to the school-year calendar)

Purpose of Use: To operate an all ages **Community Health Center**

Usage Fee: \$ 1,450 per month

Deposit: \$ None

General Conditions:

1. **Term** – The term of this Facility Use Agreement ("Agreement") is from the Start date to the End date, inclusive. This Agreement may be terminated by either party upon 30 days written notice to addresses as listed.
2. **Usage Fee** – The Usage Fee is due on the first day of the term of this Agreement.

3. **Deposit** – The deposit is refundable within 30 days after termination of this Agreement. District shall have the right to offset against the Deposit any sums owing from the Facility User not paid when due; any damages caused by Facility User; the cost of curing any default by Facility User; and the cost of performing any repair or cleanup that is Facility User's responsibility. Offset against Deposit shall not be an exclusive remedy in any of the above cases, but may be invoked by District, at its option, in addition to any other remedy provided by law for Facility User's nonperformance. If an offset is claimed by the District during the term of this Agreement, Facility User will make whole the Deposit within 10-days of demand.
4. **Use** – Facility User shall use the Premises for no other purposes than stated herein without the District's written consent. Facility User has a nonexclusive right to reasonable use of common areas of the Sandy High School campus which are normally open during Facility User's times and dates of usage, i.e. parking areas, walkways, etc. Facility User shall not annoy, obstruct or interfere with the rights, privileges and quiet enjoyment of the Sandy High School campus or building by students, guests, personnel of the District, or other permissive users. Facility User shall promptly comply with all applicable laws, ordinances, rules and regulations of any public authority. Facility User shall not conduct any activities that will increase District's insurance rates for the Premises or that will in any manner degrade or damage the condition or reputation of the District or the Premises.
5. **Condition of Premises** – Except as otherwise expressly set forth in this Agreement, the Premises are accepted by the Facility User in *As Is* condition, subject to any and all patent and latent defects and faults, without reliance upon any representation by District as to the condition or suitability of the Premises for any intended use or purpose by Facility User and without any representation or warranty by District as to its compliance with applicable laws, rules, regulations and ordinances.
Exceptions: District agrees to make electrical grounding improvements for the Premises to meet electrical code requirements imposed for health clinic operation.
6. **Equipment** – Facility User shall use in the Premises only such equipment as is customary for Facility User's use and shall not overload the floors, or electrical circuits of the Premises or Building. Facility User shall not alter the plumbing or wiring or install heating generating equipment without advance District approval of the location of and manner of installation.
7. **Exterior Signs and Devices** – No signs, awnings, antennas, or other apparatus shall be painted on or attached to the exterior of the Premises, common areas, or elsewhere on any property of the District, nor shall anything be placed on any window or positioned so as to be visible from outside the Premises by Facility User, without prior written approval of the District.
8. **Utilities and Services** – District will furnish power, central heating & cooling, and network connectivity to Facility User during the hours of permitted use. Interruption of these services shall not be deemed to constitute a material disturbance of Facility User's use and possession of the Premises, shall not render the District liable to Facility User for damages, and shall not relieve Facility User from performance of Facility User's obligations under this Agreement. Facility User shall be responsible for individual POTS lines for their exclusive use and provide its own surge protection for power furnished to the Premises.
9. **Maintenance and Repair** – District will provide daily janitorial service for Premises. District will maintain interior walls, floors, ceilings, light fixtures, doors, windows and related hardware, within reasonable wear and tear. Repair of damage to the Premises, the Building, or other

property of District caused by any negligent or intentional acts or breach of this Agreement by Facility User, its employees, or invitees, shall be at Facility User's expense. District may erect scaffolding and other apparatus necessary for maintenance and repair. District shall have no liability for interference with Facility User's use because of maintenance and repair. Under no circumstances shall Facility User shall have a claim against District for any interruption or interference with Facility User's occupancy of Premises.

Exceptions: Janitorial services will not be provided on District furlough days or during the summer break period. Facility User may request janitorial services during these periods but will be billed, in addition to Usage Fee, the overtime rate of District janitorial staff for such services.

10. **Improvements** – Provided that District gives advance written approval therefor, Facility User may, at its expense, make such improvements to the Premises as may be reasonably necessary from time to time for its operations. Improvements include, but are not limited to: changing the color of the interior, installing or removing any wall, and modifying floor coverings.
11. **Access** – District authorized staff shall have the right to enter the Premises at any time to determine Facility User's compliance with this Agreement and to perform necessary services, maintenance and repairs or alterations to the Premises. Except in case of emergency, such entry shall be upon one calendar day's advance notice and at such times and in such manner as to minimize interference with the reasonable use of the Premises by Facility User. Facility User will be provided with electronic access cards for Premises and must report the loss of such cards immediately to District. District will program electronic access of facility entrance to coincide with the authorized Premises Use hours.
12. **Compliance with Laws** – Facility User shall substantially comply with all applicable laws relating to its possession and use of the Premises.
13. **Hazardous Substances** – Facility User shall be responsible for the control, use and appropriate disposal of hazardous substances necessarily incurred in Facility User's health clinic operations. Facility User shall defend, indemnify and hold District harmless from any and all claims threatened or made in any way related to hazardous substances attributable to Facility User.
14. **Insurance** – Facility User shall carry at all times during the Term of the Agreement, at its own cost or self-insured fund (in such an amount that is acceptable to District), comprehensive liability insurance in an amount not less than \$1,000,000 pre occurrence/\$2,000,000 general aggregate. Such insurance or self-insurance shall cover all risks arising directly or indirectly out of Facility User's use of Premises and shall name the District as an additional insured for such activities. A certificate of insurance bearing such endorsements is required prior to Start Date of this Agreement. Government entity Facility Users may self-insure to provide equivalent coverage.

During the term of this contract, District shall maintain in force, at its own expense, comprehensive liability insurance in an amount not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate.

15. **Security** – While limited intrusion security is provided for Premises, District shall have no obligation to provide additional security services or measures to Facility User, its employees, officers, agents, clients, or guests, and under no circumstances will the District be deemed liable for any personal injuries or property damage related to breach of Premises security. Facility User will cooperate with security measures established by District.
16. **Regulations** – District shall have the right, but shall not be obligated, to make, revise, and enforce regulations or policies consistent with this Agreement for the purpose of promoting safety, health, order, harmony, economy, cleanliness, and good service to all permissive users of the campus in which Premises are located. All such regulations and policies shall be complied with as if part of this Agreement.
17. **Default** – Any of the following shall constitute a default by Facility User under this Agreement: 1) Facility User's failure to pay Usage Fee or any other charges under this agreement within 5 days after due, 2) failure to comply with any other term or condition within 10 days of written notice from District specifying the noncompliance, 3) Facility User's insolvency or assignment for the benefit of creditors, 4) Facility User's commencement of proceedings under any provision of bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer or the appointment of a receiver for all or any portion of District properties or financial records, 5) vacating or abandoning the Premises, or 6) disturbing the quiet enjoyment of the campus, as District may determine in its sole discretion, which is the grounds for immediate termination.
18. **Remedies** – In case of default, District shall have the right to the following remedies which are intended to be cumulative in addition to any other remedies provided under applicable law: 1) District may terminate the Agreement without notice to Facility User, 2) District may take exclusive possession of the Premises and may make use thereof without accepting surrender or waiving the right to damages 3) District may recover all damages caused by Facility User default, 4) District may make any payment or perform any obligation which Facility User has failed to perform, in which case District shall be entitled to recover from Facility User upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of five (5.00%) percent each month, which rate shall apply to any past due Usage Fees.
19. **Surrender** - On termination of this Agreement, Facility User shall deliver all keys and all access cards to District and surrender the Premises vacuumed, swept, and free of debris and in the same condition as at the commencement of the Term, subject only to reasonable wear and tear from ordinary use. Facility User shall remove all of its furnishings and trade fixtures that remain its property and repair all damage resulting from such removal. Failure to remove shall be deemed an abandonment of the property, and District may dispose of it in any manner without liability. If Facility User fails to vacate the Premises when required, including failure to remove all of its personal property, the hold-over Usage Fee rate shall be one and one-half times the total Usage Fee being charged when the right to occupy expires.
20. **Indemnification** – Within the liability limits stated in the Oregon Tort Claims Act, each party to this Agreement shall defend, indemnify and hold the other party harmless against all liability, loss, or expenses, and against all claims, actions or judgements based upon or arising out of damage or injury (including death) to persons or property to the extent caused by or resulting from any act, error or omission by the indemnifying party or its agents and employees in

connection with the performance of this Agreement. The parties' liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

21. **Assignment and Subletting** – Facility User may not assign this Agreement, or any of its rights hereunder, or attempt to sublet the Premises without District's prior written consent, which the District may withhold at its sole discretion.
22. **Notices** – Notices between the parties relating to this Agreement shall be in writing, effective when delivered, or if mailed, effective on the second day following certified and first class mailing, postage prepaid, to the address for the party stated in this Agreement or to such other address either party may specify by notice to the other. Notice to Facility User shall be deemed adequate and effective immediately when hand-delivered to, or posted upon or within, the Premises. Usage Fee shall be payable to District at the same address and in the same manner, but shall be considered paid only when received.
23. **This agreement** is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 1 O of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.
24. **Interpretation of this Agreement** – This Agreement shall be governed by the laws of the state of Oregon. If any provision of this Agreement is found invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of the Agreement shall not be diminished. Both District and Facility User have had the opportunity to have this Agreement reviewed and approved by attorneys of their own choosing, and therefore this Agreement shall be interpreted as having been drafted jointly by the parties hereto. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever. If the Facility User is a corporate entity, the person signing this Agreement hereby warrants that he/she is authorized to make this Agreement by the entity's governing board. The exclusive venue for any disputes shall be in the Clackamas County Circuit Court.
25. **Entire Agreement** – This agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior written and oral agreements and representations and there are no implied covenants or other agreements between the parties except as expressly set forth in this Agreement. Neither District nor Facility User is relying on any representations other than those expressly set forth herein.

Facility User:
Clackamas County

District:
Oregon Trail School District 46

By: Richard Swift
Title: Director
Date: _____

Timothy Belanger
Director of Business Services
Date: _____

Approved as to form:
Kathleen J. Radetty
Clackamas County Counsel
Date: 7/24/18

School Board Approved _____

August 2, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement, Amendment #1 with Legal Aid Services of Oregon to Provide Housing Rights and Referral and Legal Assistance for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the Legal Aid Services of Oregon to provide Community Development Block Grant (CDBG) and Older American Act (OAA) funded services for residents of Clackamas County.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$83,949 for a revised agreement maximum of \$164,265. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, State Unit on Aging and the County agreement with HUD.
Funding Source	The Community Development Block Grant & Older American Act - no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2019
Previous Board Action	071317-A4
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #8365; Subrecipient #18-005-01

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement #18-005, Amendment #1 with Legal Aid Services of Oregon (LASO) to provide Housing Rights and Resources services funded by Community Development Block Grant (CDBG) funds and Legal Assistance Services funded by Older American Act (OAA) funded services for persons living in the County. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that distributes the OAA program funding, as well as CDBG funding for services to be provided during the 2018-19 fiscal year

This amendment adds \$83,949 in funding for the 2018-19 fiscal year and extends the term of the agreement to June 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written in a cursive style.

Richard Swift, Director
Health Housing and Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 8365 Subrecipient #: 18-005 Board Agenda #: _____

Division: Social Services Amendment Number: 1

Subrecipient: Legal Aid Services of Oregon

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adds funding and units of service for ongoing delivery of services into FY18-19. This results in an increase to the contract budget of \$83,949.

This Amendment #1, when signed by Legal Aid Services of Oregon ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2017 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and County desire to amend and restate the Agreement in its entirety as of July 1, 2018 and otherwise modify it as set forth herein;

NOW, THEREFORE, the County and SUBRECIPIENT hereby agree that the Agreement is amended as follows:

Term and Effective Date. This restated Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2018** and not later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2017 through June 30, 2018 is:

- 4. Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay **\$83,949**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 2 – CDBG Reporting Requirements and Exhibit 4 – OAA Reporting Requirements. Failure to comply

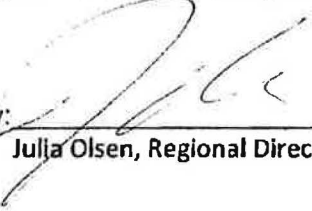

TO READ:

- n. Income limits established annually by the U.S. Department of Housing and Urban Development to determine eligibility for assistance under this program are listed below:

HUD 2018 INCOME GUIDELINES			
Persons	Extremely Low Income 30%	Very Low Income 60%	Low Income 80%
1	\$17,100	\$34,200	\$45,600
2	\$19,560	\$39,120	\$52,160
3	\$21,990	\$43,980	\$58,640
4	\$24,420	\$48,840	\$65,120
5	\$26,400	\$52,800	\$70,400
6	\$28,350	\$56,700	\$75,600
7	\$30,300	\$60,600	\$80,800
8	\$32,250	\$64,500	\$86,000

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

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Legal Aid Services Of Oregon	CLACKAMAS COUNTY
 By: _____ Julia Olsen, Regional Director	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader Signing on Behalf of the Board:
Date: <u>7/17/2018</u>	Richard Swift, Director Health, Housing & Human Services Dept
Approved to Form:  By: _____ County Counsel	Date: _____ Date: _____

August 2, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for an Intergovernmental Facility Lease Agreement with the Oregon Trail School District #46 for the Sandy Health & Wellness Center

Purpose/Outcomes	This agreement renews our facility lease agreement with the Oregon Trail School District 46 for the Sandy Health & Wellness Center.
Dollar Amount and Fiscal Impact	The maximum contract value is \$17,400.
Funding Source	Fee for service and Medicaid fund. No County General Funds
Duration	July 1, 2018 – June 30, 2019
Previous Board Action	No Previous Board Action.
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	8937

Background

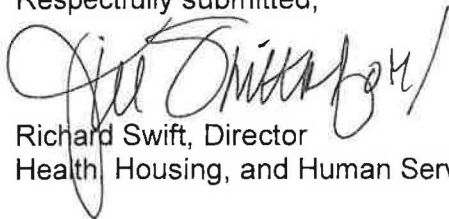
The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Facility Lease Agreement with the Oregon Trail School District 46 for the Sandy clinic. This agreement secures and pays the lease for the property where the Sandy clinic is located.

The maximum contract value is \$17,400. This agreement is effective July 1, 2018 and expires on June 30, 2019. This agreement is retroactive due to a delayed receipt of agreement from Oregon Trail School District. County Counsel reviewed this Agreement on July 23, 2018.

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, and Human Services

FACILITY USE AGREEMENT

#8937 OREGON TRAIL SCL DISTRICT 46 - SANDY HIGH SCHOOL BUILDING

Start Date: July 1, 2018

End Date: June 30, 2019

Owner: Oregon Trail School District 46, hereafter referred to as "District"
Address: PO Box 547
Sandy, OR 97055-0547
Phone: 503-668-5541
Contact: Jim Seipel
E-mail: jim.seipel@ortrail.k12.or.us

Facility User: Clackamas County-Health, Housing & Human Services Department
Acting by and through its Clackamas Health Centers Division
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Purpose of Use: To operate an all ages **Community Health Center**

Usage Fee: \$ 1,450 per month

Deposit: \$ None

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Exceptions: District agrees to make electrical grounding improvements for the Premises to meet electrical code requirements imposed for health clinic operation.
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15. **Security** – While limited intrusion security is provided for Premises, District shall have no obligation to provide additional security services or measures to Facility User, its employees, officers, agents, clients, or guests, and under no circumstances will the District be deemed liable for any personal injuries or property damage related to breach of Premises security. Facility User will cooperate with security measures established by District.
16. **Regulations** – District shall have the right, but shall not be obligated, to make, revise, and enforce regulations or policies consistent with this Agreement for the purpose of promoting safety, health, order, harmony, economy, cleanliness, and good service to all permissive users of the campus in which Premises are located. All such regulations and policies shall be complied with as if part of this Agreement.
17. **Default** – Any of the following shall constitute a default by Facility User under this Agreement: 1) Facility User's failure to pay Usage Fee or any other charges under this agreement within 5 days after due, 2) failure to comply with any other term or condition within 10 days of written notice from District specifying the noncompliance, 3) Facility User's insolvency or assignment for the benefit of creditors, 4) Facility User's commencement of proceedings under any provision of bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer or the appointment of a receiver for all or any portion of District properties or financial records, 5) vacating or abandoning the Premises, or 6) disturbing the quiet enjoyment of the campus, as District may determine in its sole discretion, which is the grounds for immediate termination.
18. **Remedies** – In case of default, District shall have the right to the following remedies which are intended to be cumulative in addition to any other remedies provided under applicable law: 1) District may terminate the Agreement without notice to Facility User, 2) District may take exclusive possession of the Premises and may make use thereof without accepting surrender or waiving the right to damages 3) District may recover all damages caused by Facility User default, 4) District may make any payment or perform any obligation which Facility User has failed to perform, in which case District shall be entitled to recover from Facility User upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of five (5.00%) percent each month, which rate shall apply to any past due Usage Fees.
19. **Surrender** - On termination of this Agreement, Facility User shall deliver all keys and all access cards to District and surrender the Premises vacuumed, swept, and free of debris and in the same condition as at the commencement of the Term, subject only to reasonable wear and tear from ordinary use. Facility User shall remove all of its furnishings and trade fixtures that remain its property and repair all damage resulting from such removal. Failure to remove shall be deemed an abandonment of the property, and District may dispose of it in any manner without liability. If Facility User fails to vacate the Premises when required, including failure to remove all of its personal property, the hold-over Usage Fee rate shall be one and one-half times the total Usage Fee being charged when the right to occupy expires.
20. **Indemnification** – Within the liability limits stated in the Oregon Tort Claims Act, each party to this Agreement shall defend, indemnify and hold the other party harmless against all liability, loss, or expenses, and against all claims, actions or judgements based upon or arising out of damage or injury (including death) to persons or property to the extent caused by or resulting from any act, error or omission by the indemnifying party or its agents and employees in

connection with the performance of this Agreement. The parties' liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

21. **Assignment and Subletting** – Facility User may not assign this Agreement, or any of its rights hereunder, or attempt to sublet the Premises without District's prior written consent, which the District may withhold at its sole discretion.
22. **Notices** – Notices between the parties relating to this Agreement shall be in writing, effective when delivered, or if mailed, effective on the second day following certified and first class mailing, postage prepaid, to the address for the party stated in this Agreement or to such other address either party may specify by notice to the other. Notice to Facility User shall be deemed adequate and effective immediately when hand-delivered to, or posted upon or within, the Premises. Usage Fee shall be payable to District at the same address and in the same manner, but shall be considered paid only when received.
23. **This agreement** is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 1 O of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.
24. **Interpretation of this Agreement** – This Agreement shall be governed by the laws of the state of Oregon. If any provision of this Agreement is found invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of the Agreement shall not be diminished. Both District and Facility User have had the opportunity to have this Agreement reviewed and approved by attorneys of their own choosing, and therefore this Agreement shall be interpreted as having been drafted jointly by the parties hereto. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever. If the Facility User is a corporate entity, the person signing this Agreement hereby warrants that he/she is authorized to make this Agreement by the entity's governing board. The exclusive venue for any disputes shall be in the Clackamas County Circuit Court.
25. **Entire Agreement** – This agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior written and oral agreements and representations and there are no implied covenants or other agreements between the parties except as expressly set forth in this Agreement. Neither District nor Facility User is relying on any representations other than those expressly set forth herein.

Facility User:
Clackamas County

By: Richard Swift

Title: Director

Date: _____

Approved as to form:

Kathleen J. Rasketta

Clackamas County Counsel

Date: 7/24/18

District:
Oregon Trail School District 46

Timothy Belanger

Director of Business Services

Date: _____

School Board Approved _____

August 2, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution _____ declaring a State of Emergency and
Emergency Measures to address Housing Crisis

Purpose/Outcomes	Reaffirms declaration of state of emergency and emergency measures to address the housing crisis, empowering the County in particular to: <ul style="list-style-type: none"> • Suspend standard competitive bidding procedures to obtain necessary goods, services and/or equipment, utilizing the procedures in the Clackamas County Local Contract Review Board rules • Redirect funds for emergency use • Order such other measures as are found to be immediately necessary for the protection of life and/or property • Authorize County staff to explore the acquisition, temporarily or permanently, by purchase, lease, or otherwise, sites suitable for shelter, temporary housing, or installation of temporary housing units for the homeless population, and to enter into arrangements necessary to prepare or equip such sites to support and utilize those housing units • Waive Clackamas County Code regulations, administrative rules, and fees to the extent necessary and possible to respond to the housing emergency
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	July 26, 2018 – July 26, 2019
Previous Board Action	Declaration of State of Emergency, 11/8/2017 (Board Order No. 2017-120), expired 5/7/ 2018
Strategic Plan Alignment	<ul style="list-style-type: none"> • Improve community safety and health • Ensure safe, healthy and secure communities
Contact Person	Stephen Madkour, Richard Swift
Contract No.	N/A

BACKGROUND:

The Board approved a resolution declaring a local state of emergency and declaring emergency measures to address our housing crisis in November of 2017, and that resolution expired in May

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of 2018. The flexibility provided by that resolution allowed Health, Housing & Human Services to rapidly expand severe weather capacity in the winter of 2017-2018 by 400 percent. The conditions creating a lack of adequate and safe shelter for all County residents have otherwise continued unchanged or have worsened. For instance, the number of children attending Head Start programs in Clackamas County who are homeless increased by 65% from 2017 to 2018. As the Board has recently made significantly increased financial commitments to addressing this crisis at the policy level, Health, Housing & Human Services seeks the flexibility to act quickly and ability to respond to emergent opportunities through a renewal of the declaration of a state of emergency.

The Emergency Declaration is effective August 1, 2018 and terminates August 1, 2019. It has been approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve this Resolution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", is written over the typed name below.

Richard Swift, Director
Health, Housing & Human Services

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

In the Matter of Declaring a Local
State of Emergency an
Declaring Emergency Measures
To Address Housing Crisis



RESOLUTION NO. _____
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WHEREAS, ORS 401.305 provides authority for Clackamas County to act as an emergency management agency, including authority to establish policies and protocols for defining and directing responsibilities during time of emergency; and

WHEREAS, Clackamas County has enacted a local ordinance (County Code Chapter 6.03) pursuant to the authority granted by ORS Chapter 401, that provides for executive responsibility in times of emergency and specifically delegates authority to declare a state of emergency to the County Chair, Vice-Chair (if Chair is unavailable), Remaining Board Member (if Vice-Chair is unavailable) and County Administrator or designee (if Remaining Board Member is unavailable); and

WHEREAS, both state law and the County Code define emergency as a man-made or natural event or circumstance causing or threatening loss of life, injury to persons, the environment or property; human suffering or financial loss to the extent that extraordinary measures must be taken to protect the public health, safety and welfare; and

WHEREAS, although not specifically articulated as qualifying as an emergency or disaster, the increasing numbers of county residents, including families and children that are considered homeless, the need for safe, warm and habitable shelter for the homeless population, and the recognized lack of adequate temporary or emergency shelters for the county's homeless population, does indeed constitute an emergency; and

WHEREAS, the following conditions have resulted in the need for a state of emergency for unincorporated Clackamas:

National, state, and local economic and demographic factors contributing to an ever increasing population of individuals and families without adequate, safe, secure, suitable, and healthy shelter; shortage of shelters to safely and securely house those individuals and families lacking such facilities.

WHEREAS, the following damage to life and property can be expected from the above conditions:

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

In the Matter of Declaring a Local
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Declaring Emergency Measures
To Address Housing Crisis



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Individuals and families without adequate, safe, secure, suitable and healthy shelter face exposure to the elements and potential for loss of property and life.

WHEREAS, the entire County is in a state of emergency and if not the entire County, an emergency is declared for the following area(s):

All unincorporated areas of Clackamas County.

WHEREAS, County Code Chapter 6.03 and ORS 401.309 authorizes certain actions to be taken during a state of emergency when necessary for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency; and

WHEREAS, on November 2017, the Board of Commissioners approved a Resolution declaring a housing state of emergency and such declared emergency was for a period of six month and has expired by its terms.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. _____ (Chair/Vice-Chair/Remaining Board Member/County Administrator or designee), formally declares a state of emergency for Clackamas County, effective on this _____ day of _____, 2018 at _____, ____m. for the area described above.

2. Upon this declaration of a state of emergency the undersigned official is empowered to assume centralized control of and have authority over all departments and offices of the County, and

4. Emergency procurements of goods or services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), ORS 279C.380(4), and Local Contract Review Board Rules C-047-0280 and C-049-0150.

IT IS FURTHER RESOLVED THAT:

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

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5. The following measures are necessary, or may become necessary for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency (indicate selected measures):

_____ A. Establish a curfew for the area designated as an emergency area which fixes the hours during which all persons other than officially authorized personnel may be upon the public streets or other public places;

_____ B. Prohibit or limit the number of persons who may gather or congregate upon any public street, public place, or any outdoor place within the area designated as an emergency area;

_____ C. Barricade streets and roads, as well as access points onto streets and roads. In addition, prohibit vehicular or pedestrian traffic, or restrict or regulate the same in any reasonable manner in the area designated as an emergency area for such distance or degree of regulation as may be deemed necessary under the circumstances.

_____ D. Evacuate persons from the area designated as an emergency area;

_____ E. Close taverns or bars and prohibit the sale of alcoholic beverage throughout Clackamas County or a portion thereof;

_____ F. Commit to mutual aid agreements;

_____ G. Suspend standard competitive bidding procedures to obtain necessary goods, services and/or equipment, utilizing the procedures in the Clackamas County Local Contract Review Board rules;

_____ H. Redirect funds for emergency use;

_____ I. Order such other measures as are found to be immediately necessary for the protection of life and/or property;

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

In the Matter of Declaring a Local
State of Emergency an
Declaring Emergency Measures
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_____ J. Authorize County staff to explore the acquisition, temporarily or permanently, by purchase, lease, or otherwise, sites suitable for shelter, temporary housing, or installation of temporary housing units for the homeless population, and to enter into arrangements necessary to prepare or equip such sites to support and utilize those housing units; and

_____ K. Waive Clackamas County Code regulations, administrative rules, and fees to the extent necessary and possible to respond to the housing emergency;

6. This declaration of emergency shall expire on August 1, 2019.

DATED this ____ day of August 2018.

BOARD OF COUNTY COMMISSIONERS

Chair/Vice-Chair/Remaining Board Member/County Administrator or designee

Recording Secretary