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BOARD OF COUNTY COMMISSIONERS
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

AGENDA

*Revised

Thursday October 8, 2020 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2020-70

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

***** Wildfire Update**

- *1. Approval of a Board Order No. _____ Declaring a State of Emergency and Declaring Emergency Measures for Abatement of Hazardous Waste and Debris Removal (Jeffery Munns, County Counsel)

***** COVID-19 Update**

I. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE

(No public testimony on this item)

1. Adoption of Previously Approved Comprehensive Plan Map Amendment and Zone Change Application (Nate Boderman, County Counsel) – *Previously approved at the September 16, 2020 land use hearing*

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

A. Health, Housing & Human Services

1. Approval of Amendment #4 to an Agency Service Agreement with Clackamas Women's Services for System Diversion, Homelessness Prevention and Rapid Re-Housing Services - *Social Services*
2. Approval of Amendment #1 to a Grant Agreement with Clackamas Women's Services for Emergency Transitional Housing Services – *Social Services*

3. Approval of Amendment #2 to an Agency Services Contract with Northwest Family Services for System Diversion, Homelessness Prevention, and Rapid Re-Housing Services - *Social Services*
4. Approval of Amendment #3 to an Agency Service Agreement with Northwest Housing Alternatives, Inc. for System Diversion and Rapid Re-Housing Services – *Social Services*
5. Approval of a Construction Contract between Clackamas County and D&D Concrete and Utilities, Inc. for the SE Sandy ADA Ramps Improvements Project – *Community Development*
6. Approval of Contract Amendment #1 with CHG Medical Staffing, Inc. for Physician Locum Tenens Staffing Services – *Procurement*

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of Intergovernmental Agreement No. 30496 Amendment No. 01 between Clackamas County Behalf of the Clackamas County Sheriff's Office and State of Oregon, acting by and through its Department of Transportation– *Sheriff's Office*

C. Technology Services

1. Approval of a Non-Disclosure Agreement between Clackamas Broadband eXchange and Zply Fiber

D. Juvenile Department

1. Approval of Intergovernmental Agreement with the State of Oregon Acting by and through its Oregon Department of Education, Youth Development Division

III. PUBLIC COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.*

IV. COUNTY ADMINISTRATOR UPDATE

V. COMMISSIONERS COMMUNICATION

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

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

In the Matter of Declaring a State of
Emergency and Declaring Emergency
Measures for Abatement of
Hazardous Waste and Debris
Removal



Board Order No. _____
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WHEREAS, ORS 401.309 authorizes the governing body of a county to declare, by ordinance or resolution, that a state of emergency exists within the county. The ordinance or resolution must limit the duration of the state of emergency to the period of time during which the conditions giving rise to the declaration exist or are likely to remain in existence. And the county in this state may, by ordinance or resolution, establish procedures to prepare for and carry out any activity to prevent, minimize, respond to or recovery from an emergency. The ordinance or resolution shall describe the conditions required for the declaration of a state of emergency; and,

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(s) (if Vice-Chair is unavailable) and County Administrator or designee (if Remaining Board Member(s) is unavailable); and

WHEREAS, on September 8, 2020 Governor Kate Brown approved an emergency conflagration declaration EO-20-41 for the Beachie Creek, Lionshead, and Holiday Farm Fire and determined that a threat to a life, safety, and property exists due to fire, and the threat exceeds the firefighting capabilities of local firefighting personnel and equipment. The declaration authorizes the Oregon Office of State Fire Marshal to mobilize resources to assist local resources battling the fire; and

WHEREAS, ORS 433.441(4) provides that if a state of emergency is declared as authorized under ORS 401.165, the Governor may implement any action authorized by ORS 433.441 to 433.452, which include actions relating to public health emergencies; and

WHEREAS, a federal emergency declaration was granted on September 10, 2020;

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

In the Matter of Declaring a State of
Emergency and Declaring Emergency
Measures for Abatement of
Hazardous Waste and Debris
Removal



Board Order No. _____
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WHEREAS, on September 14, 2020 Governor Kate Brown requested a Presidential Disaster Declaration for the ongoing wildfires in Oregon. The request included operational response support, such as additional communications resources, damage assessment teams, search and rescue (SAR) support, debris management, as well as shelter and medical assistance. Individual assistance for the counties and tribes was also included in the request.

WHEREAS, on September 16, 2020 the President approved the Disaster Declaration and made federal emergency aid available to the state to supplement state, tribal and local recovery efforts in the areas affected by wildfires and straight-line winds beginning on Sept. 7, 2020 and continuing.

WHEREAS, the Presidential Disaster Declaration makes federal funding available to affected individuals in Clackamas, Douglas, Jackson, Klamath, Lane, Lincoln, Linn and Marion counties and federal assistance through FEMA's Public Assistance program available to Benton, Clackamas, Columbia, Coos, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn, Marion, Multnomah, Tillamook, Wasco, Washington and Yamhill counties.

WHEREAS, the Clackamas County Board of County Commissioners hereby finds as follows:

1. Debris and ash from structure fires can contain hazardous substances. For example, building materials such as siding, roofing tiles, insulation, or household items such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals can result in dangerous ash that contains asbestos, heavy metals, and other hazardous materials; and,

2. Such waste is a threat to achieving a beneficial recovery from these fires for the community and to public health because it is hazardous and can cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, disposed of, or otherwise managed; and,

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

In the Matter of Declaring a State of
Emergency and Declaring Emergency
Measures for Abatement of
Hazardous Waste and Debris
Removal



Board Order No. _____
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3. Hazardous debris that remains after a wildfire can expose residents to toxic materials, improper transport and disposal of fire debris can create dangerous health impacts to workers removing the debris, such debris can threaten water supplies, and such harmful material can spread throughout the community at large impacting health and the ability for our communities to recover from the fires; and,

4. A person with heart or lung disease, an older adult, children (including teenagers), a person with diabetes, and pregnant women are particularly vulnerable to the presence of such hazardous waste; and,

5. The threat to public health creates the immediate need to facilitate assistance and undertake preventive measures to protect the health of people and the environment and to inform the affected public of any potential health issues associated with the hazardous waste created by the wildfires, thereby warranting the declaration of the existence of a local health emergency; and,

6. Regardless of cause, any commercial or domestic structure fires which have or will occur in Clackamas County from the time the Beachie Creek, Dowty, Graves Creek, Riverside, Unger, and Wilhoit Fires began until the conclusion of the local health emergency will significantly contribute to the hazardous waste load; and,

7. Assistance to private property owners and to others within Clackamas County is needed for timely implementation of necessary preventative measures to protect public health and the environment; and,

8. The scope and breadth of the Beachie Creek, Dowty, Graves Creek, Riverside, Unger, and Wilhoit Fires hazardous waste cleanup requires a rapid response due to the large area affected, the location of the fire, the number of structures damaged or destroyed and the imminent threat to public health; and,

9. The potential beginning of the rainy season offers little time to mitigate further environmental contamination, including contamination of the watershed, and, therefore, time is of the essence in removing hazardous waste from property sites; and,

10. That the protection of the County's natural resources and watershed from fire related debris runoff needs to be addressed; and,

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

In the Matter of Declaring a State of
Emergency and Declaring Emergency
Measures for Abatement of
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Removal



Board Order No. _____
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11. Immediate action is necessary to ensure the most complete recovery from the recent fires and mitigate the harm that could be caused to the public health and safety and to the environment from improper disturbance, removal, and/or disposal of hazardous waste, including but not limited to toxic, flammable, corrosive, and reactive materials from property sites located within the Beachie Creek, Dowty, Graves Creek, Riverside, Unger, and Wilhoit Fires area because such debris can create dangerous health impacts.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. A state of emergency exists in Clackamas County due to the hazardous waste and materials created by the Beachie Creek, Dowty, Graves Creek, Riverside, Unger, and Wilhoit Fires, and that such condition may be exacerbated by the ongoing fires and upcoming rainy season and will continue until the conclusion of this emergency.

2. In connection with the foregoing declaration of emergency, Board of County Commissioners orders that immediate action be taken to remove the hazardous waste from property sites within the Beachie Creek, Dowty, Graves Creek, Riverside, Unger, and Wilhoit Fires area that are toxic, flammable, corrosive, or reactive and create an imminent threat to public health and safety and to the ability for Clackamas County to recover from the fires.

3. A state of emergency is declared in Clackamas County commencing on or about 10 am on the 8th day of October 2020.

4. This declaration of emergency shall expire on January 8, 2021.

DATED this 8th day of October, 2020.

BOARD OF COUNTY COMMISSIONERS

Jim Bernard, Chair

Recording Secretary



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

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Assistants

October 8th, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**Adoption of Previously Approved
Comprehensive Plan Map Amendment and Zone Change Application**

Purpose/Outcomes	Amend the Clackamas County Comprehensive Plan map and zoning designation
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 September 16th, 2020, at which time the BCC voted 5-0 to approve 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:

Z0079-20-CP and Z0080-20-ZAP include a Comprehensive Plan Amendment from Rural to Rural Industrial and to zoning designation change of the subject property from Rural Residential Farm Forest 5-Acre, RRFF-5, to Rural Industrial (RI) to facilitate ongoing industrial operations on the site, comprised of two separate tax lots for 23020 SE Eagle Creek Rd and 23340 SE Eagle Creek Rd, T2S, R4E, Section 32, Tax Lot 4901 and 4902.

A public hearing was held on August 24th, for Planning Commission consideration of

the proposed Comprehensive Plan map and zoning designation changes. The Planning Commission voted 9-0 to recommended approval of the proposal, as recommended by staff.

On September 16th, 2020 a public hearing was conducted before the BCC to consider the Comprehensive Plan map and zoning designation changes, during which the BCC orally voted 5-0 to approve the application, as recommended by staff and the Planning Commission.

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 blue ink, appearing to read "Nate Boderman".

Nate Boderman
Assistant County Counsel

In the Matter of a Comprehensive
Plan Amendment and Zone Map Amendment
from Greg Ernst on property
described as 23020 SE Eagle Creek Rd
and 23340 SE Eagle Creek Rd, T2S, R4E,
Section 32, Tax Lot 4901 and 4902

ORDER NO.

File Nos.: Z0079-20-CP and Z0080-20-ZAP

This matter coming regularly before the Board of County Commissioners, and it appearing that Greg Ernst made an application for a Comprehensive Plan Amendment from Rural to Rural Industrial and to change the zoning designation of the subject property from Rural Residential Farm Forest 5-Acre, RRFF-5, to Rural Industrial (RI) to facilitate ongoing industrial operations on the site, comprised of two separate tax lots for 23020 SE Eagle Creek Rd and 23340 SE Eagle Creek Rd, T2S, R4E, Section 32, Tax Lot 4901 and 4902, and;

It further appearing that after appropriate notice a public hearing was held before the Planning Commission on August 24th, 2020 at which testimony and evidence was presented, and that, at this hearing, the Commission, by the vote of 9-0, recommended approval of this request; and

It further appearing that after appropriate notice a public hearing was held before the Board of County Commissioners on September 16th, 2020 at which testimony and evidence were presented, and that, at that hearing, a decision was made by the Board, by the vote of 5-0 to approve the application, with the Comprehensive Plan Amendment and Zone Map Amendment, as identified in Order Exhibit A, and subject to the conditions of approval that are in Order Exhibit B, which are attached to this order and incorporated herein by reference.

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 Zone Change from Rural Residential Farm Forest 5-Acre (RRFF-5) to Rural Industrial (RI) for the area identified in Order Exhibit A.
2. This Board adopts as its findings and conclusions the *Findings of Fact for Z0079-20-CP and Z0080-20-ZAP* document attached hereto and incorporated herein as Order Exhibit B, which finds the application to be in compliance with the applicable criteria.

In the Matter of a Comprehensive
Plan Amendment and Zone Map Amendment
from Greg Ernst on property
described as 23020 SE Eagle Creek Rd
and 23340 SE Eagle Creek Rd, T2S, R4E,
Section 32, Tax Lot 4901 and 4902

ORDER NO.

File Nos.: Z0079-20-CP and Z0080-20-ZAP

NOW THEREFORE, IT IS HEREBY ORDERED that the requested Comprehensive Plan Amendment and Zone Map Amendment are hereby APPROVED, for the area identified in Order Exhibit A, and subject to the conditions of approval identified in Order Exhibit B, which are attached to this order and incorporated herein by reference.

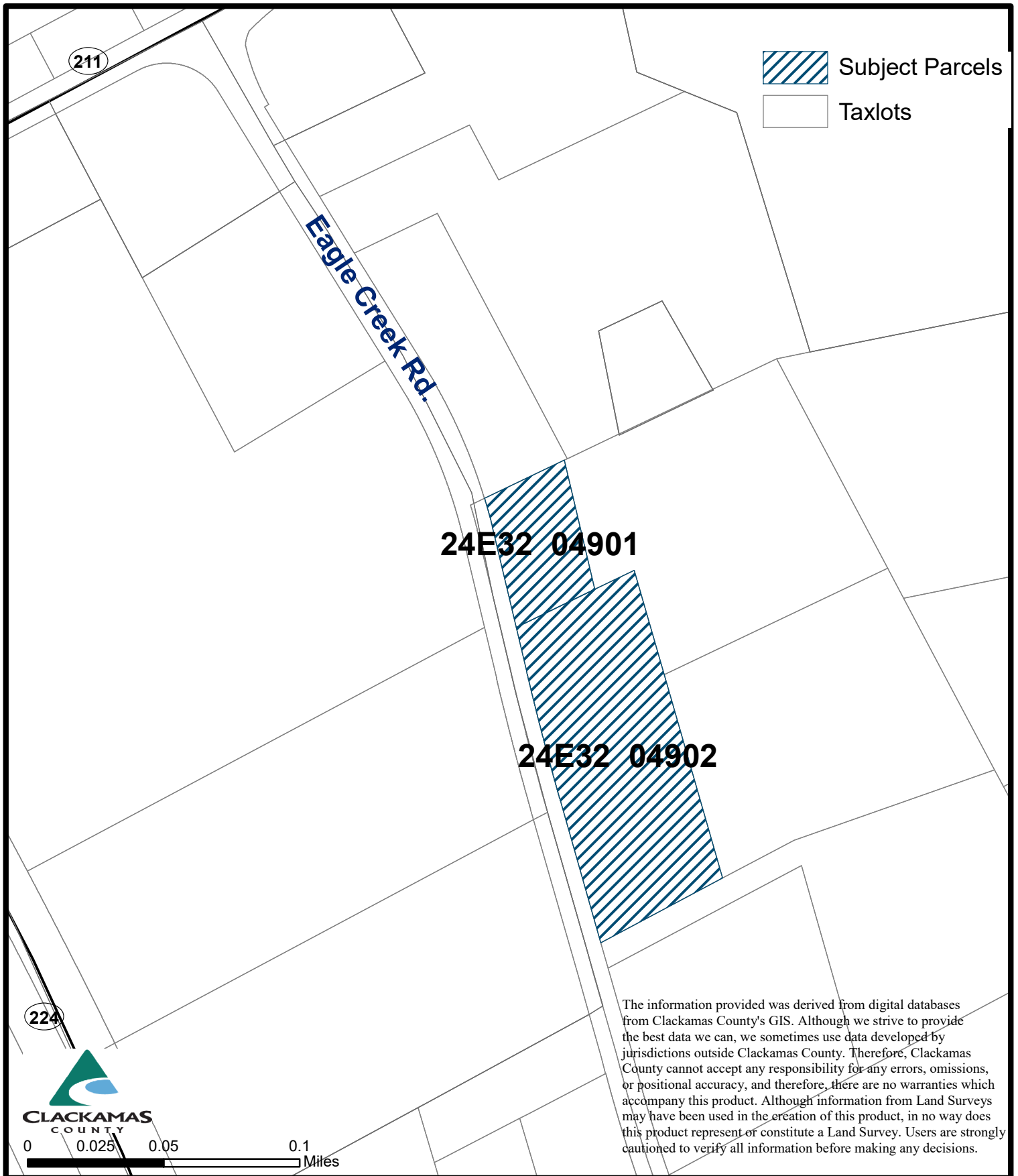
DATED this 8th day of October, 2020

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

**Board Order Exhibit A:
Z0079-20-CP & Z0080-20-ZAP
Eagle Creek Rd. Comprehensive Plan/Zoning Designation
Amendment (Rural/RRFF-5 to Rural Industrial/RI)**



**FINDINGS OF FACT FOR Z0079-20-CP & Z0080-20-ZAP:
COMPREHENSIVE PLAN AMENDMENT AND ZONE CHANGE**

DATE: September 28, 2020

ADOPTION DATE: September 16th, 2020

CASE FILE NO.: Z0079-20-CP, Z0080-20-ZAP

PROPOSAL: Proposal to change the Comprehensive Plan designation from Rural to Rural Industrial and to change the zoning designation of the subject property from Rural Residential Farm Forest 5-Acre, RRF-5, to Rural Industrial (RI) to facilitate ongoing industrial operations on the site, comprised of two separate tax lots.

STAFF CONTACT(S): Melissa Ahrens, (503) 742-4519, mahrens@clackamas.us

LOCATION: 23020 SE Eagle Creek Rd and 23340 SE Eagle Creek Rd, T2S, R4E, Section 32, Tax Lot 4901 and 4902

APPLICANT(S): Greg Ernst

OWNER(S): Greg Ernst

TOTAL AREA: Approximately 4.72 acres

ZONING: RRF-5 (Rural Residential Farm Forest 5 acre)

COMPREHENSIVE PLAN DESIGNATION: Rural

COMMUNITY PLANNING ORGANIZATION: Eagle Creek-Barton CPO

NOTICE TO MORTGAGEE, LIENHOLDER, VENDOR OR SELLER: ORS Chapter 215 requires that if you receive this notice, it must be promptly forwarded to the purchaser.

OPPORTUNITY TO REVIEW THE RECORD: The complete application file is available for review online by accessing the following link: <https://accela.clackamas.us/citizenaccess/>. If you are unable to access the file online, contact the staff person listed on the front page of this decision for assistance. Copies of all documents may be purchased at the rate of \$1.00 for the first page and 10-cents per page thereafter.

APPLICABLE APPROVAL CRITERIA: This application is subject to the standards and criteria of Clackamas County Zoning and Development Ordinance (ZDO) Section 1202, Zone Changes, and the Comprehensive Plan. This application is being processed as a Type III Permit, pursuant to Section 1307. A Type III Permit is quasi-judicial in nature, and involves land use actions governed by standards and approval criteria that require the use of discretion and judgment. The issues associated with the land use action may be complex and the impacts significant, and conditions of approval may be imposed to mitigate the impacts and ensure compliance with this Ordinance and the Comprehensive Plan. The Type III procedure is a quasi-judicial review process where the review authority receives testimony, reviews the application for conformance with the applicable standards and approval criteria, and issues a decision.

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III. SUMMARY22

Noticing

This application has been processed consistent with those procedures. Specifically, the County has provided notice to interested agencies, local governments and property owners within 500 feet of the subject property consistent with State law and Section 1307 of the ZDO. The notification to property owners, public notices and hearings will ensure an opportunity for citizens to participate in the land use process.

Responses Received:

None

Exhibits:

1. Property Aerial
2. Tax Map
3. Site Plan
4. Notices

I. BOARD ADOPTION

1. **APPROVAL** of the Comprehensive Plan Map Amendment (File No. Z0079-20-CP) from Rural (R) to Rural Industrial (RI)
2. **APPROVAL** of the zone change (File No. Z0080-20-ZAP) from Rural Residential Farm Forest, 5 acre (RRFF-5) to Rural Industrial (RI).

The Board APPROVES the Comprehensive Plan amendment and Zone Change Application Z0079-20-CP and Z0080-20-ZAP because the proposed Comprehensive Plan Amendment and Zone Change meets the applicable Comprehensive Plan criteria, statewide planning goals, and ZDO Section 1202. The Board adopts the following findings in support of the approval, as detailed in Section II.

II. COMPREHENSIVE PLAN AMENDMENT APPLICATION FINDINGS AND DECLARATIONS

This application is subject to Clackamas County Zoning and Development Ordinance (ZDO) Section(s) 1202, the Comprehensive Plan, and Statewide Planning Goals. The Board has reviewed these Sections of the ZDO, the Comprehensive Plan and statewide planning goals in conjunction with this proposal and make the following findings and conclusions:

A. Background and Proposed Comprehensive Plan Amendment

Subject Site

The subject site (made up of two separate properties) is located in a predominantly rural area, with an established rural character and pattern of development. The subject properties are bordered by other RRFF-5 zoned properties to the east and Rural Industrial zoned properties across Eagle Creek Rd. to the West. The subject property is comprised of two tax lots, 4901 and 4902, and is approximately 4.72 acres in size. The subject property is located on the easterly side of SE Eagle Creek Rd., approximately 1,500 ft. south of the intersection of Eagle Creek Rd. and Hwy 211 in the Eagle Creek area. Tax lot 4901 is currently developed with an access drive, and parking area and an approximately 1,800 s.f. office building used by a septic company. The southerly portion of tax lot 4901 and the entirety of tax lot 4902 are developed with an approximately 10,000 s.f. maintenance/repair shop and vehicle and equipment storage yard. No mapped natural resources, principal rivers, river and stream conservation areas, or floodplain is present on the subject site. Access to the site is via SE Eagle Creek Rd. See Figure 1 below and Exhibit 1 and 2.

Figure 1: Aerial View of the Properties



Land Use History

The commercial and industrial uses on the subject site were established as early as 1972, before the site was zoned RRFF-5, and are all legal, non-conforming, uses. There have been four non-conforming use alteration land use approvals granted for the property, starting in 1995. From 1972 to 1992, tax lot 4902 had been used as the storage and maintenance facility for the Leathers Oil Co. and prior to that had been a truck repair facility. Leathers Oil Co. used the site for storage of oil delivery trucks and miscellaneous equipment and as a maintenance shop facility. An excavation contractor's truck and equipment storage and maintenance use moved onto the site shortly after Leathers Oil Co. vacated the facility. Tax lot 4901, the site of the existing office building, had been developed with a single family dwelling which may have also been used to house Leathers Oil Co. activities. That structure was demolished to make way for the office building upon approval of Z1176-95-E. On February 14, 2007, the Planning Division approved an application, File No. Z0961-06-E, to construct an addition of 1,440 s.f. to the office building finding the existing use to be an approved, lawfully continued nonconforming use. On December 19, 2007, the Planning Division approved another alteration application, File No. Z0797-07-E, to add approximately 1,900 s.f. of additional space to the office building, but it appears that this addition was never built. Additionally, in 2012, Z044-12-E approved an alteration of the nonconforming use to permit use of approximately 2900 s.f. of the existing 10,000 s.f. shop building for a cabinetry manufacturer.

Proposal

The applicant proposes to change the Comprehensive Plan land use designation to Rural Industrial and Zoning district from RRFF-5 to Rural Industrial to authorize the existing uses on the property so that they do not need to go through the alteration of non-conforming use land use approval process for any modifications to the buildings and industrial uses on site in the future. Primary uses allowed within the proposed RI zoning district are listed in Section 604.03 of the Clackamas County Zoning and

Development Ordinance (ZDO) and would include the existing non-conforming industrial and commercial uses of the subject site.

Service Providers:

1. Sewer: The subject properties are not located within a public or private sewer district. Sewage disposal is accommodated on site by a DEQ approved holding tank.
 2. Water: Each of the subject properties is served by an on-site well.
 3. Fire Protection: Clackamas RFPD #1
-

B. Submittal Requirements

Section 1307 and Subsection 1202.02 of the Zoning and Development Ordinance lists the information that must be included in a complete application for a Comprehensive Plan amendment and Zone Change.

This application includes a completed land use application form, site plan, application fee and completed supplemental application addressing the criteria in the Comprehensive Plan, Statewide Planning Goals, and Section 1202 of the ZDO. The application also includes a description of the proposed use and vicinity map. All the submittal requirements under Subsection 1307 and 1202.02 are included in the application. The application was submitted on February 20, 2020. The application was deemed incomplete on March 6th, 2020. The applicant responded with a signed incomplete form stating they planned to submit part of the requested information on June 1st, 2020, and submitted the additional information needed to complete the application. Notice was sent out for a Planning Commission Meeting on July 20th, 2020.

The submittal requirements of Subsection 1307 and 1202.02 are met.

C. Statewide Planning Goal Consistency

Goal 1: Citizen Involvement: To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.

This is a quasi-judicial land use application. The Clackamas County Comprehensive Plan and Section 1300 of the Zoning and Development Ordinance (ZDO) contain adopted and acknowledged procedures for citizen involvement and public notification. This application has been processed consistent with the notification requirements in Section 1300 including notice to individual property owners within 500 feet of the subject property, notice in the local newspaper, and notice to affected agencies, dual interest parties and to the Eagle Creek/Barton CPO. One or more advertised public hearings will also be conducted before the Clackamas County Planning Commission and Board of County Commissioners, which provides an opportunity for additional citizen involvement and input. **The proposal is consistent with Goal 1.**

Goal 2; Land Use Planning: To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.

Goal 2 requires coordination with affected governments and agencies. Notice of this application has been provided to the following agencies and governments for comments; Clackamas County RFPD #1, Eagle Creek-Barton CPO, and the Department of Land Conservation and Development (DLCD).

The subject property is not located within any Urban Growth Management Areas (UGMA) of any nearby or surrounding cities. The property is not located in a designated urban or rural reserve area. Therefore, this application does not affect any other adopted City Comprehensive Plans.

Goal 2 requires that all land use actions be consistent with the acknowledged Comprehensive Plan. The background information and findings provided by the applicant and within this report, and comments received from agencies and interested parties provide an adequate factual base for rendering an appropriate decision consistent with the County Comprehensive Plan. **This proposal is consistent with Goal 2.**

Goal 3; Agricultural Land: To preserve and maintain agricultural lands.

The subject property is located within an acknowledged exception area designated Rural on the County Comprehensive Plan map. This proposal does not include any land planned or zoned for Agricultural uses. **Goal 3 is not applicable.**

Goal 4; Forest Land: To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water and fish and wildlife resources and to provide for recreational opportunities and agriculture.

The subject property is located within an acknowledged exception area designated Rural on the County Comprehensive Plan map. This proposal does not include any land planned or zoned for Forest uses. **Goal 4 is not applicable.**

Goal 5; Open Spaces, Scenic and Historic Areas, and Natural Resources: To conserve open space and protect natural and scenic resources.

Goal 5 resources include open space areas, scenic and historic resources and other natural features. Chapter 3 (Natural Resources and Energy) and Chapter 9 (Open Space, Parks and Historic Sites) of the Clackamas County Comprehensive Plan identifies significant Goal 5 resources within the County.

No outstanding scenic views/sites, wilderness areas, wetlands, historic sites or structures, cultural areas, potential or approved Oregon recreation trails or other significant Goal 5 resources identified in the Comprehensive Plan are located on the subject property. **The proposal is consistent with Goal 5.**

Goal 6; Air, Water and Land Resources Quality: To maintain and improve the quality of the air, water and land resources of the state. The County Comprehensive Plan and ZDO contain adopted implementing regulations to protect the air, water and land resources. The County also has implementing regulations to accommodate all waste and process discharges in order to protect watersheds, airsheds and land resources. These regulations will be applied to any future development proposals on the property and will protect the affected air, water and land resources. **This application is consistent with Goal 6.**

Goal 7; Areas Subject to Natural Disasters and Hazards: To protect life and property from natural disasters.

The subject property is not located within any designated floodplain area. According to the Department of Geology and Mineral Industries (DOGAMI) maps the property does not contain any steep slopes or natural hazards

(landslide topography, local slump, earth flow, mudflow or debris flow areas). **This application is consistent with Goal 7.**

Goal 8; Recreational Needs: To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate to provide for the siting of necessary recreational facilities including destination resorts.

This proposal does not involve any designated recreational or open space lands, affect access to any significant recreational uses in the area, or involve the siting of a destination resort. This proposal will have no impact on the recreational needs of the County or State. **Goal 8 is not applicable.**

Goal 9; Economic Development: “To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare and prosperity of Oregon's citizens.”

This Goal is intended to ensure Comprehensive Plans contribute to a stable and healthy economy in all regions of the state. Goal 9 also requires the County to provide for an adequate supply of sites of suitable sizes, types, locations, and services for a variety of industrial and commercial uses consistent with plan policies.

OAR 660-009 (Industrial and Commercial Development) implements Goal 9. Pursuant to OAR 660-009-0010(1) the requirements and standards in OAR 660-009 are only applicable to areas within urban growth boundaries and does not require or restrict planning for industrial and other employment uses outside urban growth boundaries. Therefore OAR 660-009 is not applicable. Generally, approval of this application will increase the inventory of industrial land available for rural industrial uses. **This application is consistent with Goal 9.**

Goal 10; Housing: "To provide for the housing needs of citizens of the state."

This Goal requires local jurisdictions to provide for an adequate number of needed housing units and to encourage the efficient use of buildable land within urban growth boundaries. OAR 660-007 and 660-008 defines the standards for determining compliance with Goal 10. OAR 660-007 addresses the housing standards inside the Portland Metropolitan Urban Growth Boundary. OAR 660-008 addresses the general housing standards.

The subject property is located outside of the Portland Metropolitan Urban Growth Boundary. Therefore, OAR 660-007 is not applicable to this proposal. This proposal will have no effect on the inventory of rural housing because there are no existing residences on the subject properties, only non-conforming commercial and industrial buildings. **This application is consistent with Goal 10.**

Goal 11; Public Facilities and Services: “To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.”

This Goal provides guidelines for cities and counties in planning for the timely, orderly and efficient arrangement of public facilities and services, such as sewer, water, solid waste and storm drainage. The Goal requires these public facilities and services to be provided at levels necessary and suitable for urban and rural uses, as appropriate. OAR 660-011 implements the requirements of Goal 11.

OAR 660-011-0060 and OAR 660-011-0065 regulates the provisions for, and the extension of sewer and water service to rural lands, respectively. The subject properties are not located within a public sewer district. Sewage disposal is accommodated by an on-site sewage disposal system. The subject properties are served by two existing wells.

Storm drainage is subject to the requirements in Section 1008 of the Clackamas County Zoning and Development Ordinance and will require on-site detention and treatment. The site is already improved with stormwater detention and run-off facilities and this proposal will not impact any public storm drainage facilities.

The property is also appropriately located within the service boundaries of Clackamas County RFPD #1 and Clackamas County Sheriff's District.

This application is consistent with Goal 11.

Goal 12; Transportation: “To provide and encourage a safe, convenient and economic transportation system.”

Oregon Administrative Rule (OAR) 660-012 (Transportation Planning Rule) implements Statewide Planning Goal 12. OAR 660-012-0060 applies to any plan map amendment which significantly affects a transportation facility. OAR 660-012-0060(1) requires any amendments to a functional plan, acknowledged comprehensive plan or a land use regulation (including a zoning map) which significantly affects an existing or planned transportation facility to put in place measures as provided in OAR 660-012-0060(2) unless the amendment is allowed under OAR 660-012-0060(3), (9) or (10).

Pursuant to OAR 660-012-0060(1) a plan or land use regulation amendment is deemed to significantly affect a transportation facility if it;

- a. *Changes the functional classification of an existing or planned transportation facility;*
- b. *Changes standards implementing a functional classification; or*
- c. *Result in any of the effects listed in paragraphs (A) through (C) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluation projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.*
 1. *Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;*
 2. *Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan or;*
 3. *Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.*

Compliance with OAR 660-012-0060(1) can be achieved by one or a combination of the following;

- a. *Adopting measures that demonstrate the allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.*
- b. *Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of this division; such amendments shall include a funding plan or mechanism consistent with section (4) or include an amendment to the transportation finance plan so that the facility, improvement, or service will be provided by the end of the planning period.*

c. Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.

d. Providing other measures as a condition of development or through a development agreement or similar funding method, including transportation system management measures, demand management or minor transportation improvements. Local governments shall as part of the amendment specify when measures or improvements provided pursuant to this subsection will be provided.

providing improvements that would benefit modes other than the significantly affected mode, improvements to facilities other than the significantly affected facility, or improvements at other locations, of the provider of the significantly affected facility provides a written statement that the system-wide benefits are sufficient to balance the significant effect, even though the improvements would not result in consistency for all performance standards.

The applicant has submitted a Traffic Impact Analysis Memo included in the submitted application addressing the impacts from this proposal. The applicant evaluated ‘reasonable worst case scenario’ traffic allowed in the existing RRRF-5 zoning district and in the proposed RI zoning district, specifically looking at the impact to SE Eagle Creek Rd. The TIA letter estimates that under the existing zoning, RRRF-5, the outright allowed uses on site could reasonably generate up to one morning peak hour trip, two evening peak hour trips, and 8 average weekday trips. Under the proposed RI zone, the outright allowed uses on site could reasonably generate up to 35 morning peak hour trips, 32 evening peak hour trips, and 252 average weekday trips. Accordingly, the net change in trip generation potential at the site after the proposed zone change is projected to increase by 34 morning peak trips, 30 evening peak hour trips and 234 average weekday trips. The trip generation of the existing non-conforming use of the property is based off of the existing building square footage and uses and is estimated at less than 10 trips during each peak hour and 62 trip each weekday. As such, the current and expected future development on site is even less impactful than the reasonable worst case scenario estimated in the traffic memo. The applicant’s submittal materials cite Policy 1F5 from the Oregon Highway Plan, which quantifies “significant effect” at a 400 trip threshold and states:

“Action 1F.5 further establishes that, a small increase in traffic does not cause “further degradation” of the facility. Policy 1F defines a “small increase in traffic” in terms of certain thresholds based on average daily trips. In this case, the threshold for a small increase in traffic between the existing plan and the proposed amendment is no more than 400 daily trips. Since the net difference in worst case trip generation is less than 400, this section is not triggered.”

Clackamas County Engineering staff concurs with the conclusions in the application submittal and has reviewed the submitted Traffic Impact Analysis Memo and determined that there will be no significant impact on the transportation system as a result of the proposed Comprehensive Plan Amendment and zone change due to the minimal level of traffic increases anticipated from the Comprehensive Plan/Zone change and industrial uses on site.

Based on the submitted traffic analysis and trip generation estimates the proposed zone change would be consistent with OAR 660-012-0060(1) and would not significantly affect the transportation facility, since it does not exceed the thresholds or triggers for project conditioning or modification as described in OAR 660-012-0060(1)(a)-(c).

This application is consistent with Goal 12.

Goal 13; Energy Conservation: To conserve energy.

This proposal will have no impact on any known or inventoried energy sites or resources. There are no planning or implementation measures under this Goal applicable to this application. **Goal 13 is not applicable.**

Goal 14; Urbanization: To provide for an orderly and efficient transition from rural to urban land uses.

The subject property is located outside of the Metropolitan UGB and the UGB of all nearby cities. This proposal does not involve a change in the location of the UGB, a conversion of rural land to urban land, or urbanizable land to urban land. The property is not located within at designated urban or rural reserve areas. There are no planning or implementation measures under this Goal applicable to this application. **Goal 14 is not applicable, see Section III of this report for additional background.**

Goal 15; Willamette River Greenway: To protect, conserve, enhance and maintain the natural scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River as the Willamette River Greenway.

The subject property is not located within the Willamette River Greenway. **Goal 15 is not applicable.**

Goal 16 (Estuarine Resources), Goal 17 (Coastal Shorelands), Goal 18 (Beaches and Dunes) and Goal 19 (Ocean Resources).

Goals 16, 17, 18 and 19 are not applicable in Clackamas County.

D. Compliance with Clackamas County Comprehensive Plan Policies

Chapter 2; Citizen Involvement: The purpose of this Chapter is to promote citizen involvement in the governmental process and in all phases of the planning process.

There is one specific policy in this Chapter applicable to this application.

Policy 2.A.1; Require provisions for opportunities for citizen participation in preparing and revising local land use plans and ordinances. Insure opportunities for broad representation, not only of property owners and County wide special interests, but also of those within the neighborhood or areas in question.

The Clackamas County Comprehensive Plan and ZDO have adopted and acknowledged procedures for citizen involvement. This application has been processed consistent with those procedures. Specifically, the County has provided notice to the Citizen's Planning Organization in the area (Eagle Creek-Barton CPO), to property owners within 500 feet of the subject property, and published public notices in the newspaper consistent with State law and Section 1307 of the ZDO. The Planning Commission and Board of County Commissioners will also hold one or more public hearings, as necessary, consistent with Section 1307 of the ZDO. These public mailings, notices and hearings will ensure an opportunity for citizens to participate in the land use process. **This application is consistent with Chapter 2.**

Chapter 3; Natural Resources and Energy: The purpose of this Chapter is to provide for the planning, protection and appropriate use of the County's land, water and air resources, mineral and aggregate resources, wildlife habitats, natural hazard areas and energy sources.

This Chapter contains eight (8) Distinct Sections addressing; 1) Water Resources; 2) Agriculture; 3) Forests; 4) Mineral and Aggregate Resources; 5) Wildlife Habitats and Distinctive Resource Areas; 6) Natural Hazards; 7) Energy Sources and Conservation and; 8) Noise and Air Quality. Each of these Sections is addressed below.

Water Resources: This Section of the Chapter identifies policies applicable to River and Stream Corridors, Principal River Conservation Areas, Stream Conservation Areas, Wetlands and Groundwater.

There are no river or stream corridors identified on the River and Stream Conservation Area map located on or near the subject property. The subject property is not located in any designated Habitat Conservation Areas. The subject property is not located in any designated Water Quality Resource Areas. There are no wetlands identified on the National Wetland Inventory or other adopted wetland inventories on or near the subject property. The subject property is not located in any Limited or Critical Groundwater Area identified by the Oregon Department of Water Resources. There are no policies in this Section of the Comprehensive Plan applicable to this proposal.

Agriculture: This application does not involve any land planned or zoned for Agricultural uses. There are no policies in this Section of the Comprehensive Plan applicable to this proposal.

Forests: This application does not involve any land planned or zoned for Forest uses. There are no policies in this Section of the Comprehensive Plan applicable to this proposal.

Mineral and Aggregate Resources: The subject property is not identified on the “Inventory of Mineral and Aggregate Resource Sites” in Table III-2 of the Comprehensive Plan. There are no policies in this Section of the Comprehensive Plan applicable to this proposal.

Wildlife Habitats and Distinctive Resource Areas: There are no significant wildlife habitats or scenic areas identified on Map III-2 of the Comprehensive Plan located on or near the subject property. There are no policies in this Section of the Comprehensive Plan applicable to this proposal.

Natural Hazards: This Section of the Chapter identifies policies applicable to floodplains, natural and geologic hazards, steep hillsides and areas with limiting soil characteristics such as shrink-swell soils, compressed soils, etc.

The subject property is not located within a designated floodplain. The subject property is included on DOGAMI maps. There are no natural or geologic hazards, steep slopes or other natural hazards. Soil characteristics of the site are not a limiting factor for the development under the existing plan designation as well as the proposed rural industrial plan designation. There are no policies in this Section of the Comprehensive Plan applicable to this proposal.

Energy Sources and Conservation: There are no policies in this Section applicable to this application.

Noise and Air Quality:

This site is surrounded by land developed with rural residential and rural industrial zoned properties. Existing uses on site mostly occur within existing buildings, however, the property is topographically elevated from residential properties to the east and the RRFF-5 zone adjacent to the property on the south contains a gun club and does not appear to be used as a residential property.

The Board finds that this proposal is consistent with these policies because the property has a historical commitment to business and industrial uses. The level of noise and odor will not increase as a result of rezoning on the property.

This application is consistent with the Noise and Air Quality Section of the Plan.

This application is consistent with Chapter 3.

Chapter 4; Land Use: This Section of the Comprehensive Plan provides the definitions for urban and rural land use categories, and outlines policies for determining the appropriate Comprehensive Plan land use designation for all lands within the County.

This Chapter contains three distinct Sections addressing; 1) Urbanization; 2) Urban Growth Concepts; and 3) Land Use Policies for the following Land Use Plan designations; Residential, Commercial, Industrial, Open Space and Floodplains, Unincorporated Communities, Rural Commercial, Rural Industrial, Rural, Agriculture and Forest. Each of these Sections is addressed below.

Urbanization Section. This Section of the Plan outlines polices guiding land use in Immediate Urban Areas, Future Urban Areas, Future Urban Study Areas, Urban Reserve Areas and Population. The subject property is not within an urban growth boundary, future urban area, future urban study area or urban reserve area. There are no policies in this Section of the Plan applicable to this application. The Urbanization policies are not applicable.

Urban Growth Concept Policies. The Urban Growth Concept policies in this Section of the Plan are intended to implement the Region 2040 Growth Concept Plan. The subject property is not located within the boundaries of the Region 2040 Concept Plan identified on Map IV-8 of the Comprehensive Plan. The Urban Growth Concept policies are not applicable.

Land Use Plan Designations. The subject property is currently designated Rural on the Comprehensive Plan map. The proposed amendment is to change the land use plan designation to Rural Industrial. Therefore, only the existing Rural policies and Rural Industrial policies of this Chapter are applicable to this application. The remaining policies pertaining to the Residential, Commercial, Industrial, Open Space and Floodplains, Unincorporated Communities, Rural Commercial, Agriculture and Forest plan designations in this Section of the plan are not applicable.

The specific plan polices for the Rural Industrial plan designations in Chapter 4 are evaluated in section E, starting on page 16.

Based on these findings and those contained in Section E, the proposed Rural Industrial plan designation is appropriate on a portion of the subject property. **This application is consistent with Chapter 4.**

Chapter 5; Transportation: This Chapter outlines policies addressing all modes of transportation.

Foundation and Framework: includes policies relating to coordination; safety; equity, health and sustainability; intelligent transportation systems; and transportation demand management. None of these policies are applicable.

Land Use and Transportation: includes policies relating to the integration of land use and transportation; parking; rural tourism; and scenic roads.

5.I.2 Promote the protection of recreation values, scenic features and an open, uncluttered character along designated scenic roads. Developments adjacent to scenic roads shall be designed with sensitivity to natural conditions [...]

The subject site is located on SE Eagle Creek Rd. and is not designated as a scenic roadway in this chapter of the Comprehensive Plan. As such, these policies are not applicable.

Active Transportation: includes policies relating to pedestrian and bicycle facilities and multi-use paths. None of these policies are applicable.

Roadways: includes policies relating to functional classification; urban and rural roadway considerations; project development; improvements to serve development; and performance evaluation and access standards. There is one applicable policy in this section of the Comprehensive Plan:

5.O.9 Rural Plan to support the existing development pattern and through traffic needs of the rural communities, and not to support or promote urbanization.

As demonstrated by the submitted Traffic Analysis Memo in the application materials there will be no significant impact on traffic needs of the rural community from the proposed Comprehensive Plan Amendment and zone change. The area already contains a mix of rural residential and rural industrial uses and the proposed zone change would only allow existing non-conforming industrial uses on site to continue in perpetuity, per the allowed uses in the RI zone. The proposed Comprehensive Plan/Zone change can be found consistent with this policy.

Transit: includes policies relating to transit and transit-supportive amenities. None of these policies are applicable.

Freight, Rail, Air, Pipeline and Water Transportation: includes policies relating to general freight movement; freight trucking; rail; airports; pipelines; and water transportation. None of these policies are applicable.

Finance and Funding: includes policies relating to funding capital transportation improvements and maintenance. None of these policies are applicable.

Transportation Projects and Plans: includes policies relating to the 20-year and five-year capital improvement plans. Also identifies Special Transportation Plans that are adopted by reference as refinements of the TSP and plans or studies that need to be completed [...]. Only one policy is applicable to the subject proposal:

5.F.6 Require changes in land use plan designation and zoning designation to comply with the Transportation Planning Rule [Oregon Administrative Rules (OAR) 660-012-0060].

Based on the submitted traffic analysis and trip generation estimates the proposed zone change would be consistent with OAR 660-012-0060(1) and would not significantly affect the transportation facility, since it does not exceed the thresholds or triggers for project conditioning or modification as described in OAR 660-012-0060(1)(a)-(c). As such, the subject proposal is consistent with this policy.

In summary, this proposal is consistent with Chapter 5.

Chapter 6; Housing: The purpose of the Housing element of the Plan is to, “Provide opportunities for a variety of housing choices, including low and moderate income housing, to meet the needs, desires, and financial capabilities of all Clackamas County residents to the year 2010.” This Chapter includes a variety of policies regarding housing choices, affordable housing, neighborhood quality, urban infill, multifamily

residential housing, common wall units, mobile homes and density bonuses for low cost housing and park dedication. There are no policies in this Section of the Plan applicable to this application. **Chapter 6 is not applicable.**

Chapter 7; Public Facilities and Services: The goal of the Public Facilities and Services Chapter is to ensure an appropriate level of public facilities and services are necessary to support the land use designations in the Comprehensive Plan, and to provide those facilities and services at the proper time to serve the development in the most cost effective way. The Public Facilities Section of this Chapter includes policies regarding Sanitary Sewage Treatment, Water, Storm Drainage, Solid Waste and Street Lighting. The policies regarding Sanitary Sewage Treatment and Street Lighting are not applicable because the property is not located within a public sewer or street lighting district. (Sewage disposal is accommodated by an on-site sewage disposal system. There is a Department of Environmental Quality (DEQ) holding tank approved on site (Reference County File No. STO72805) for wastewater disposal purposes that serves the existing buildings and any future site development and no changes are currently proposed. Any future development on site would be subject to a Design Review process which would require demonstration for septic feasibility as an application submittal requirement.

Policies 14.0 - 18.0 under the Storm Drainage Section include a number of policies requiring new development to provide storm drainage, water quality and erosion control plans. The subject property is not located within a public storm water / storm drainage district. Therefore, storm drainage, water quality and erosion control is regulated pursuant to Section 1006 of the Clackamas County Zoning and Development Ordinance. This proposal will not impact any public storm drainage facilities. The standards in Section 1006 require all new development to maintain and improve water quality, minimize runoff and mitigate offsite impacts. These standards are adequate to ensure protection of groundwater and surface water and would be applied to any future Design Review application necessary for the approval of new construction or building expansion on site.

Policy 15.0 requires water service purveyors to provide water services for non-urban areas at levels appropriate for non-urban uses. The applicant states that a well is available on each discrete property with water availability to accommodate rural industrial use. Specifically, there is a primary well that serves all buildings on both parcels and a secondary well that serves currently as irrigation or water for the lawn on parcel 4901. The wells have been existing for at least 30 years.

No changes to the water usage on site are considered as part of this Comprehensive Plan/zone change application. **The subject proposal is consistent with Chapter 7.**

Chapter 8; Economics: The goal of the Economics element of the Plan is to "Establish a broad-based, stable and growing economy to provide employment opportunities to meet the needs of the County residents." This Chapter contains 4 Sections related to; 1) Existing Industry and Business; 2) New Industry and Business; 3) Coordination; and 4) Target Industries. **There are no policies in this Section of the Chapter applicable to this application. Chapter 8 is not applicable.**

Chapter 9; Open Space, Parks, and Historic Sites: The purpose of this Chapter of the Plan is to protect the open space resources of the County, to provide land, facilities and programs which meet the recreation needs of County residents and visitors, and to preserve the historical, archaeological, and cultural resources of the County. The subject property does not include any lands designated as open space or park

land. There are no designated Historic Landmarks, Historic Districts or Historic Corridors on or adjacent to the subject property. **Chapter 9 is not applicable.**

Chapter 10; Community Plan and Design Plans: This Chapter of the Comprehensive Plan includes the Mt. Hood Community Design Plan, Kruse Way Design Plan, Sunnyside Village Plan, Clackamas Industrial Area and North Bank of the Clackamas River Design Plan, Clackamas Regional Center Area Design Plan, Sunnyside Corridor Community Plan, and Mcloughlin Corridor Design Plan.

The subject property is not located within the boundary of any Community Plan or Design Plan area. **Chapter 10 is not applicable.**

Chapter 11; The Planning Process: *The purpose of this Chapter is to establish a framework for land use decisions that will meet the needs of Clackamas County residents, recognize the County's interrelationships with its cities, surrounding counties, the region, and the state, and insure that changing priorities and circumstances can be met.*

The subject property is not located within the Metro Urban Growth Boundary or within the Urban Growth Management Area of any nearby cities. In the City, Special District and Agency Coordination Section of this Chapter, Policy 1.0, is applicable. In the Amendments and Implementation Section of this Chapter, Policy 1.0 and 3.0 are applicable.

City, Special District and Agency Coordination Section

Policy 1.0; Participate in interagency coordination efforts with federal, state, Metro, special purpose districts and cities. The County will maintain an updated list of federal, state and regional agencies, cities and special districts and will invite their participation in plan revisions, ordinance adoptions, and land use actions which affect their jurisdiction or policies.

Notice of this application has been provided to the following agencies and governments for comments; DLCD, Eagle Creek-Barton Community Planning Organization and Clackamas Fire Department. This notice and advertised public hearings before the Planning Commission and Board of County Commissioners provide an adequate opportunity for interagency coordination efforts of this plan amendment and demonstrates substantial compliance with this policy. This policy is met.

Amendments and Implementation Section

Policy 1.0; Assure that the Comprehensive Plan and County ordinances meet the goals of LCDC, the Region 2040 Urban Growth Management Functional Plan and the Metro Framework Plan.

Based on the findings in Part 1 of this report this proposal is consistent with all of the LCDC Statewide Planning Goals. The Region 2040 Urban Growth Management Functional Plan and Metro Framework Plan are not applicable to this application because the property is located outside the Metro UGB and service district. This policy is met.

Policy 3.0; Amend the Comprehensive Plan pursuant to the following procedures and guidelines (listed in subpolicies 3.1 through 3.6).

This is a quasi-judicial Comprehensive Plan map amendment and is subject to Policy 3.0. The Planning Commission and Board of County Commissioners will review this application through one or more public

hearings. Notice of the hearings have been published in the local newspaper and advertised consistent with all ZDO notice requirements. The property owners within 500 feet of the subject property were notified as required in Section 1303 of the ZDO. The Eagle Creek- Barton CPO was notified of the application on July 20th, 2020, over 35 days prior to the first scheduled public hearing before the Planning Commission on August 24th, 2020. **This policy is met. This application has been processed consistent with Chapter 11.**

E. Compliance with Rural Industrial Plan Policies in Chapter 4 of the Comprehensive Plan

The Land Use Chapter of the Comprehensive Plan contains specific policies for determining the appropriate Comprehensive Plan land use designation for property. The request in this comprehensive plan amendment is to modify the land use designation from rural to rural industrial. Consistency findings for this request are included as follows:

Rural Industrial Plan Policies: The Rural Industrial Section of Chapter 4 of the Comprehensive Plan identifies the criteria which must be satisfied in order for the Rural Industrial Plan designation to be applied to an area. The Goals of the Rural Industrial Section of the Plan are:

1) To provide for the continuation of industrial uses in non-urban areas having an historical commitment to such uses. 2) To provide for the industrial redevelopment of abandoned or diminished mill sites. 3) To implement the goals and policies of this Plan for industrial development in Unincorporated Communities.

Policy 4.MM.1: *“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 rural character, rural development, and rural facilities and services.”*

The subject property is located in a non-urban area. The Rural Industrial Plan designation and implementing RI zoning district limits the type and scale of uses which are appropriate with rural development. The property is not located in a public sewer, water, or surface water district and public services are not proposed or necessary to support the proposed Rural Industrial plan designation. Services to the area include garbage service and sheriff patrol services. The existing on site uses, services and facilities are consistent with the allowed uses in the RI zone and are appropriate to maintain the rural character of the area.

This policy is met.

Policy 4.MM.3: *“Areas may be designated Rural Industrial when the first, the second, or both of the other criteria are met”:*

Policy 4.MM.3.1: *“Areas shall have an historical commitment to industrial uses; or”*

This criterion does not identify what "areas" should be used or how it should be defined in the evaluation of this plan policy and remaining plan policies where the word "areas" is used. The Board of County

Commissioners over the years have made various interpretations of this word, ranging from the just the subject property or to include other broadly defined areas around the subject property and the Planning Commission has the policy discretion to decide the appropriate area of consideration. The Board finds that the subject properties should be considered as the “area” in the evaluation of this policy, because the historic commitment to industrial uses is limited to these properties and not any other adjacent RRFF-5 properties. The findings below will also address the nature and type industrial uses that have occurred on the properties.

The applicant has indicated that the properties do have a historical commitment to industrial uses. *“The site has been historically committed to industrial use. The property was in industrial use prior to the creation of Oregon’s statewide land use system. This use has not lapsed in that time.”* The commercial and industrial uses on the subject site pre-date the designation of the RRFF-5 zoning district and currently consist of a truck and equipment storage and maintenance facility, a cabinetry manufacturer and a septic servicing company. The entire site has historically been used for industrial purposes, originally to accommodate the Leathers Oil facility, and is currently used to provide storage, parking, and operation functionality for the existing on site industrial uses.

The above information demonstrates the property has an historic commitment to uses allowed in the Rural Industrial zoning district. The evidence demonstrates that business activity in the form of a nonconforming use has existing on the property dating back to 1972. Over time a number of alterations and expansion of the business have been approved. The subject site (made up of two separate properties) is located in a predominantly rural area, with an established rural character and pattern of development. The subject properties are bordered by other RRFF-5 zoned properties to the east and Rural Industrial zoned properties across Eagle Creek Rd. to the West. The existing uses on site are rural in nature and are appropriate for and limited to the needs and requirements of the local area to be served. Additionally, their type and intensity is consistent with those typically found in other rural areas of the County. The existing uses on site that would be permanently authorized through the subject Comprehensive Plan and Zone change would also not become a magnet for people outside the area since they are rural industrial uses and not expected to have significant traffic impacts.

Based on the above findings, the subject property is the appropriate “area” to consider in evaluating this policy. The findings demonstrate that the property has an historical commitment to industrial uses. **This policy is met.**

Policy 4.MM.3.2: *“The site shall be an abandoned or diminished mill site, as defined in the Zoning and Development Ordinance, provided that only the portion of the site that was improved for the processing or manufacturing of wood products may be designated Rural Industrial; or”*

The site is not an “*abandoned or diminished mill site*”.

Policy 4.MM.3.3: *“Areas shall be located within an Unincorporated Community; and”*

The subject property is not located within the boundaries of an Unincorporated Community. **This policy is not met.**

Policy 4.MM.3.4: *“The site shall have direct access to a road of at least an arterial*

classification.”

The subject property has frontage on Eagle Creek Rd., a major arterial road.

Summary: This application satisfies the first policy (Policy 4.MM.3.1), therefore **Policy 4.MM.3 is met.**

III. ZONE CHANGE FINDINGS

The zone change criteria are listed in Section 1202 of the Clackamas County Zoning and Development Ordinance (ZDO). Section 1202.03 lists the approval criteria for a zone change as follows

1. **1202.03(A)** *The proposed zone change is consistent with the applicable goals and policies of the Comprehensive Plan.*

Chapter 2; Citizen Involvement

This application has been processed consistent with the procedures required by Chapter 2. Specifically, the County has provided notice to the Citizen’s Planning Organization in the area (Eagle Creek-Barton CPO), to property owners within 500 feet of the subject property, and published public notices in the newspaper consistent with State law and Section 1307 of the ZDO. The Planning Commission and Board of County Commissioners will also hold one or more public hearings, as necessary, consistent with Section 1307 of the ZDO. These public mailings, notices and hearings will ensure an opportunity for citizens to participate in the land use process. **This application is consistent with Chapter 2.**

Chapter 3; Natural Resources and Energy

The Board finds that this proposal is consistent with these policies because the property has a historical commitment to business and industrial uses. The level of noise and odor will not increase as a result of rezoning on the property. **This application is consistent with Chapter 3.**

Chapter 4; Land Use

Based on these findings and those contained in Section E, the proposed Rural Industrial plan designation is appropriate on a portion of the subject property. **This application is consistent with Chapter 4.**

Chapter 5; Transportation

Based on the submitted traffic analysis and trip generation estimates the proposed zone change would be consistent with OAR 660-012-0060(1) and would not significantly affect the transportation facility, since it does not exceed the thresholds or triggers for project conditioning or modification as described in OAR 660-012-0060(1)(a)-(c). **This application is consistent with Chapter 5.**

Chapter 6; Housing;

This Chapter is not applicable.

Chapter 7; Public Facilities and Services

No changes to the water usage on site are considered as part of this Comprehensive Plan/zone change application. **The subject proposal is consistent with Chapter 7.**

Chapter 8; Economics

This Chapter is not applicable.

Chapter 9; Open Space, Parks, and Historic Sites

This Chapter is not applicable.

Chapter 10; Community Plan and Design Plans

This Chapter is not applicable.

Chapter 11; The Planning Process: This is a quasi-judicial Comprehensive Plan map amendment and is subject to Policy 3.0. The Planning Commission and Board of County Commissioners will review this application through one or more public hearings. Notice of the hearings have been published in the local newspaper and advertised consistent with all ZDO notice requirements. The property owners within 500 feet of the subject property were notified as required in Section 1303 of the ZDO. The Eagle Creek-Barton CPO was notified of the application on July 20th, 2020, over 35 days prior to the first scheduled public hearing before the Planning Commission on August 24th, 2020. This policy is met. **This application has been processed consistent with Chapter 11.**

1202.03(A) Consistency Conclusion: Based on these findings, the proposed Comprehensive Plan and zoning designation change, as proposed, is found to be consistent with 1202.03(A).

- 2. **1202.03(B)** If development under the proposed zoning district designation has a need for any of the following public services, the need can be accommodated with the implementation of the applicable service provider's existing capital improvement plan: sanitary sewer, surface water management, and water. The cumulative impact of the proposed zone change and development of other properties under existing zoning designations shall be considered.*

The subject property is not located in a public sanitary sewer, or surface water district, nor will there be a need to extend these services to support the proposed RI zoning district. Sewage disposal is and would continue to be accommodated by an on-site DEQ approved holding tank approved on site (Reference County File No. STO72805). The holding tank on tax lot 4901 serves both parcels. Speedy Septic handles all septic maintenance and services on both properties. This system historically handled industrial uses on the properties and has a demonstrated capacity to handle current and past industrial uses. On site wells provide needed water to accommodate industrial uses. Surface water is already accommodated on site by an existing culvert and the applicant submitted a signed feasibility statement from County Engineering stating that surface water was adequately accommodated on site. Any future industrial development on site would need to be accommodated by on-site detention or other facilities approved under Section 1006 of the ZDO as administered by the DTD, Engineering Division. As such, no public services are required to accommodate industrial uses on site, as allowed by the proposed zone change.

1202.03(B) Consistency Conclusion: The proposed zone change can be found compliant with 1202.03(B).

- 1. **1202.03(C)** The transportation system is adequate and will remain adequate with approval of the proposed zone change [...].*

The subject properties each have frontage and discrete access driveways on SE Eagle Creek Rd, which is classified by the county as a Major Arterial. The applicant has submitted a Traffic Impact Analysis Memo included in the submitted application addressing the impacts from this proposal. The applicant evaluated ‘reasonable worst case scenario’ traffic allowed in the existing RFFF-5 zoning district and in the proposed RI zoning district, specifically looking at the impact to SE Eagle Creek Rd and determined that there would be no significant impact on the existing transportation system as a result of the proposed Comprehensive Plan amendment and zone change. Detailed findings are available in the Goal 12 consistency findings section on page 10.

Clackamas County Engineering staff concurs with the conclusions in the submitted Traffic Impact Analysis Memo and determined that there will be no significant impact on the transportation system as a result of the proposed Comprehensive Plan Amendment and zone change due to the minimal level of traffic increases anticipated from the Comprehensive Plan/Zone change and industrial uses on site.

1202.03(C) Consistency Conclusion: The proposed zone change can be found compliant with 1202.03(C).

2. **1202.03(D)** *Safety of the transportation system is adequate to serve the level of development anticipated by the proposed zone change.*

The incremental increase in trips, determined by the submitted TIA, will not adversely affect the traffic service level of SE Eagle Creek Rd or nearby highways. The area is rural in nature and the amount of anticipated traffic from the proposed Comprehensive Plan amendment and zone change would not result in any adverse impacts to the safety of the transportation system. There are already industrial uses existing on site and the uses allowed in the proposed RI zoning would have a negligible impact to the transportation system and no significant impact on the safety of any nearby intersections or transportation networks. As such, this proposed zone change could be found consistent with Section 1203(D).

1202.03(D) Consistency Conclusion: The proposed zone change can be found compliant with 1202.03(D).

IV. SECTION OAR 660-004-0040 -- APPLICATION OF STATEWIDE PLANNING GOAL 14 TO RURAL RESIDENTIAL AREAS

This application is subject to the provisions of this OAR:

(1) The purpose of this rule is to specify how Goal 14 “Urbanization” applies to rural lands in acknowledged exception areas planned for residential uses.

(2) For purposes of this rule, the definitions in ORS 197.015, the Statewide Planning Goals and OAR 660-004-0005 shall apply. In addition, the following definitions shall apply:

...

(3)(a) This rule applies to rural residential areas.

(b) Sections (1) to (9) of this rule do not apply to the creation of a lot or parcel, or to the development or use of one single-family dwelling on such lot or parcel, where the application for partition or subdivision was filed with the local government and deemed to be complete in accordance with ORS 215.427(3) before October 4, 2000.

- (c) *This rule does not apply to types of land listed in (A) through (H) of this subsection:*
- (A) *Land inside an acknowledged urban growth boundary;*
 - (B) *Land inside an acknowledged unincorporated community boundary established pursuant to OAR chapter 660, division 22;*
 - (C) *Land in an acknowledged urban reserve area established pursuant to OAR chapter 660, divisions 21 or 27;*
 - (D) *Land in an acknowledged destination resort established pursuant to applicable land use statutes and goals;*
 - (E) *Resource land, as defined in OAR 660-004-0005(2);*
 - (F) *Nonresource land, as defined in OAR 660-004-0005(3);*
 - (G) *Marginal land, as defined in former ORS 197.247 (1991 Edition); or*
 - (H) *Land planned and zoned primarily for rural industrial, commercial, or public use.*

OAR 660-004-0040 is not applicable to this application based on the language in OAR 660-004-0040(3). Specifically, the application for the Comprehensive Plan Amendment is to allow for land zoned for rural industrial uses and, as such, the subject application would be exempt from the rule, and requirements to obtain a Goal 14 exception, per section OAR 660-004-0040(3)(c)(H) above. The subject site (made up of two separate properties) is located in a predominantly rural area, with an established rural character and pattern of development. The subject properties are bordered by other RRFF-5 zoned properties to the east and Rural Industrial zoned properties across Eagle Creek Rd. to the West. The existing on site uses are rural in nature and are appropriate for and limited to the needs and requirements of the local area to be served. Additionally, their type and intensity is consistent with those typically found in other rural areas of the County. The existing uses on site that would be permanently authorized through the subject Comprehensive Plan and Zone change would also not become a magnet for people outside the area since they are rural industrial uses and not expected to have significant traffic impacts. The existing uses on the property are clearly rural industrial and the Comprehensive Plan and associated zone change would only be authorizing those uses considered by the County's acknowledged Comprehensive Plan and Zoning Ordinance to be rural, and not urban, in nature. As such, the Board finds the proposed land use plan designation of Rural Industrial is exempt from the provisions of this rule.

As such, the Board finds that the proposed Comprehensive Plan and zone change to allow for a Rural Industrial zoned property would constitute a rural, not urban, use. Therefore, a Goal 14 exception, and the application of OAR 660-004-010(1)(d)(D) and OAR 660-014-0040 would not apply to the subject proposal.

III. SUMMARY

This proposed Comprehensive Plan Amendment is found consistent with all applicable Statewide Planning Goals and Comprehensive Plan policies and the proposed zone change can be found consistent with all the criteria in Section 1202.03 of the ZDO. As such, the Board recommends approval of both the Comprehensive Plan Amendment and Zone change, as submitted and found in Planning File numbers Z0079-20-CP and Z0080-20-ZAP.

October 8, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #4 to an Agency Service Agreement with
Clackamas Women's Services for
System Diversion, Homelessness Prevention and Rapid Re-Housing Services

Purpose/Outcomes	Agency will provide system diversion, homelessness prevention, and rapid re-housing services to families and individuals who are homeless or at risk of being homeless.
Dollar Amount and Fiscal Impact	Amendment #4 increases the agreement by \$80,000 to a new total of \$480,000.
Funding Source	State of Oregon Housing and Community Services Department, Emergency Housing Assistance funds. There are no County General Funds required.
Duration	July 1, 2020 through June 30, 2021
Previous Board Action	The original agreement was approved March 29, 2018, BCC item #032918-A2. Amendment #1 was approved February 28, 2019, BCC item #022819-A2, Amendment #3, #120519-A4
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	Approved on 9-15-2020
Procurement Review	<ol style="list-style-type: none"> 1. Was this item processed through Procurement? No 2. If no, provide brief explanation: This is a Grant Amendment. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	8697

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of an Amendment to an Agency Service Agreement with Clackamas Women's Services (CWS). The State of Oregon Housing and Community Services Department (OHCS) has approved extending the County's Notice of Funding Opportunity grant awards from FY17-18 into the 19-21 grant biennium.

October 8, 2020

The amendment adds the second year of biennium 19-21, a term of July 1, 2020 to June 30, 2021 and additional Emergency Housing Assistance funds from OHCS. Maximum compensation is increased by \$80,000 for a maximum contract value of \$480,000. There are no County General Funds required.

RECOMMENDATION:

Staff recommends the Board approval of Amendment #4, and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,



Gary Alcock, H3S Deputy IFO

Richard Swift, Director
Health, Housing and Human Services Department

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number 8697 Board Agenda Number TBD

and Date October 8, 2020

Division Social Services Amendment No. 4

Contractor **Clackamas Women's Services**

Amendment Requested By Brenda Durbin, Director

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

The State of Oregon Housing and Community Services Department (OHCS) has approved extending the County's Notice of Funding Opportunity grant awards from FY17-18 into the 19-21 grant biennium.

Amendment #4 adds the second year of biennium 19-21, a term of July 1, 2020 to June 30, 2021 and additional Emergency Housing Assistance funding from OHCS. Maximum compensation is increased by \$80,000 for a maximum contract value of \$480,000. There are no County General Funds required.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND: SECTION II. COMPENSATION AND RECORDS, PARAGRAPH A:

A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I.

- a. For financial assistance on a cost reimbursement basis for all eligible costs up to a maximum compensation of \$400,000 as described in Exhibit C: Budget & Output.
- b. Amendment #3, fiscal year 19-20 award fund source is 19-21 Biennium Master Grant Agreement, #5084, H3S#9302 issued to County by Oregon Housing and Community Services (OHCS).

Total maximum compensation under this contract shall not exceed \$400,000.

TO READ:

B. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I.

- a. For financial assistance on a cost reimbursement basis for all eligible costs up to a maximum compensation of ***\$480,000*** as described in Exhibit C: Budget & Output.

Clackamas Women's Services

Agency Service Contract # 8697- Amendment # 4

Page 2 of 6

- b. Amendment #3, fiscal year 19-20, **and Amendment #4, fiscal year 20-21** award fund source is 19-21 Biennium Master Grant Agreement, #5084, H3S#9302 issued to County by Oregon Housing and Community Services (OHCS).

Total maximum compensation under this contract shall not exceed **\$480,000**.

AMEND: SECTION IV. GENERAL CONDITIONS, PARAGRAPH B. 3 :

Professional Liability Insurance

Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish 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 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 contract. COUNTY, at its option, may require a complete copy of the above policy.

TO ADD THE ADDITIONAL INSURANCE REQUIREMENTS:

3. Professional Liability. AGENCY 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 \$2,000,000 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.

AGENCY shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the AGENCY is responsible including but not limited to AGENCY and AGENCY's employees and volunteers. Policy endorsement's definition of an insured shall include the AGENCY, and the AGENCY's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

AMEND EXHIBIT A, SCOPE OF WORK AND PERFORMANCE STANDARDS, TO INCLUDE:

AGENCY shall administer the program in a manner satisfactory to COUNTY and OHCS in compliance with all program requirements, including but not limited to Exhibit D as amended, when completing Amendment #3 **and Amendment #4** work.

AMEND EXHIBIT B, REPORTING REQUIREMENTS, SECTION B. INVOICING, TO INCLUDE:

Total amount billed for Homelessness Prevention, Rapid Re-Housing, and System Diversion from July 1, 2020 to June 30, 2021 shall not exceed \$80,000 based on Exhibit C.

Charges for eligible services incurred prior to contract execution date, but within Amendment #4 contract term are due within 30 days of contract execution date. County and AGENCY acknowledge and ratify that work done under the Amendment was completed before the date of final execution, but not earlier than July 1, 2020. County reserves any rights, claims or causes of action that County may have with respect to work performed and ratified hereunder.

Contract Administrator or Program Manager may approve acceptance of invoices after deadline under special circumstances.

AMEND EXHIBIT C BUDGET & OUTPUT, SECTION A, BUDGET, TO READ:

A. BUDGET

Total maximum compensation under this contract shall not exceed **\$480,000**.

COUNTY will pay AGENCY on a cost-reimbursement basis for all eligible costs with payments to be made as outlined in Exhibit A, B & C, up to a maximum compensation of **\$480,000** EHA funds as follows:

Total amount billed for Homelessness Prevention, Rapid Re-Housing, System Diversion under original NOFO award, shall not exceed \$160,000.

Total amount billed for Homelessness Prevention, Rapid Re-Housing, System Diversion under Amendment #1 award, shall not exceed \$160,000. Eligible costs applied to Amendment #1 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing Mobile Housing Team shall be from January 1, 2019 to June 30, 2019.

Total amount billed under Amendment #1 funds are as follows:

System Diversion estimated at \$40,000, reduced as bednights are billed.

Homelessness Prevention estimated at \$60,000, reduced as bednights are billed.

Rapid Re-Housing Mobile Housing Team shall not exceed \$60,000, reduced as bednights are billed.

In lieu of fully expending Amendment #1 funds outlined above for System Diversion, Homelessness Prevention and Rapid Re-Housing line items, flexibility will be allowed for AGENCY to bill COUNTY \$36.00 per person in residence per night, up to a maximum of 1,245 bednights, for a total dollar amount of \$44,820 with payments to be made as outlined in Exhibit B: Reporting Requirements. A minimum of 1,132 bednights must be billed at \$36.00 per person in residence per night rate, and all bednights may only be billed for services between April 1, 2019 to June 30, 2019.

Clackamas Women's Services

Agency Service Contract # 8697-- Amendment # 4

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Eligible costs applied to Amendment #3 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2019 to June 30, 2020, and total amount billed shall not exceed \$80,000.

Eligible costs applied to Amendment #4 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2020 to June 30, 2021, and total amount billed shall not exceed \$80,000.

Program Manager may approve adjustments to dollar amount in budget categories, line items, and County encumbrances.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services. Administration is allowed, and shall be billed monthly, not to exceed 5% of total monthly charges on invoice submittals, and not to exceed a total amount of \$4,000 in the contract term. Administration is not in addition to grant award.

Administration and Personnel costs shall not be billed without associated client services, but shall be billed each month during the contract term to reflect the monthly time spent serving clients and include associated client support expenses.

Budget Spend Down Requirement. All grant funds, with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rates prescribed below.

Minimum Spending Targets for July 1, 2019 to June 30, 2020:

By September 30, 2019, at least 10% of the funding must be spent
By December 31, 2019, at least 35% of the funding must be spent
By March 31, 2020, at least 70% of the funding must be spent
By May 15, 2020, at least 90% of the funding must be spent

Minimum Spending Targets for July 1, 2020 to June 30, 2021:

By September 30, 2020, at least 10% of the funding must be spent
By December 31, 2020, at least 35% of the funding must be spent
By March 31, 2021, at least 70% of the funding must be spent
By May 15, 2021, at least 90% of the funding must be spent

Any spending below the rates above is subject to rescission of program funds which may be reallocated by COUNTY. When spending is below the thresholds described above, and prior to funding rescission, COUNTY and AGENCY will commit to collaborating to find solutions that resolve the issues.

Withholding of Funds. COUNTY may withhold any and all undisbursed grant funds from AGENCY if COUNTY, in its sole discretion, determines that AGENCY has failed to timely satisfy any material obligation arising under this Agreement, including Program & Reporting Requirements. AGENCY obligations include, but are not limited to providing complete, accurate, and timely reports satisfactory to COUNTY about its performance under this Agreement as well as timely satisfying all Program and Reporting Requirements, including timely provision of additional information or explanation of Work costs or performance as may be requested. COUNTY also may withhold any and all requested grant funds from AGENCY if COUNTY, in its sole discretion, determines that the

Clackamas Women's Services

Agency Service Contract # 8697– Amendment # 4

Page 5 of 6

rate or scale of requests for funds in any expenditure category materially deviates from approved budget or is unsubstantiated by required and related back up documentation.

Budget July 1, 2020 to June 30, 2021:

COUNTY Program Manager may approve adjustments to all encumbrance lines and budget categories.

AGENCY may make adjustments within the Homelessness Prevention or Rapid Re-Housing elements as follows without prior approval from COUNTY:

- **Adjust up to 10% between 'participant rent and deposits' and 'other eligible client assistance' lines.**
- **Personnel and mileage categories may be reduced and the corresponding amount applied to increase 'participant rent and deposits' and 'other eligible client assistance' lines.**

Budget Detail, FY20-21

Allowable Costs by Element	Budget
Homelessness Prevention, includes System Diversion	
Participant rent and deposits	\$ 16,000
Other eligible client assistance	\$ 3,000
Personnel & mileage	\$ 2,000
HP Total	\$ 21,000
Rapid Re-Housing, includes System Diversion	
Participant rent and deposits	\$ 32,000
Other eligible client assistance	\$ 5,000
Personnel & mileage	\$ 18,000
RRH Total	\$ 55,000
Administration - 5% Total	\$ 4,000
Grand Total	\$ 80,000

AMEND EXHIBIT C, SECTION B. ELIGIBLE COSTS, TO INCLUDE:

Administrative and/or overhead expenses are NOT eligible costs, except as specified for Amendment #4.

Pet fees and gift cards are not eligible costs.

AMEND EXHIBIT C, SECTION C. OUTCOMES/PERFORMANCE MEASURES, TO INCLUDE:

Under Amendment #4 term, at least 15 households will be served with Homelessness Prevention funds.

Under Amendment #4 term, at least 20 households will be served with Rapid Re-Housing funds.

Under Amendment #4 term, AGENCY shall complete a follow up report for all clients 6 months after the exit date. Follow up is completed based on the client exit date in HMIS.

AMEND EXHIBIT D: SPECIAL REQUIREMENTS, GENERAL, TO INCLUDE:

AGENCY is an independent contractor and not an agent of OHCS or of County.

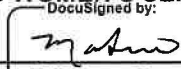
AMEND EXHIBIT E, INVOICE TEMPLATE, TO INCLUDE:

County to provide invoice for Amendment #4 fiscal year 2020-2021 to AGENCY after contract execution.

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

AGENCY

CLACKAMAS WOMEN'S SERVICES

By:  _____
Melissa Erlbaum, Executive Director

9/20/2020

Date

256 Warner Milne Road _____
Street Address
Oregon City, Oregon 97045 _____
City / State / Zip
(503) 655-8600 / _____
Phone / 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 and Human Services Department

Date

October 8, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to a Grant Agreement with Clackamas Women's Services for
Emergency Transitional Housing Services

Purpose/Outcomes	Agency will provide emergency motel vouchers for 85 low-income and high-risk households during each year of funding.
Dollar Amount and Fiscal Impact	\$100,000 for Year 2, FY20-21
Funding Source	FY 20-21 Affordable Housing Services Fund
Duration	July 1, 2020 to June 30, 2021
Previous Board Action	Grant was approved 9-12-2019 by the Board.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	Approved on 9-2-2020.
Procurement Review	<ol style="list-style-type: none"> 1. Was this item processed through Procurement? No 2. If no, provide brief explanation: This is a Grant Amendment. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	9436

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of Amendment #1 to a Grant Agreement with Clackamas Women's Services (CWS). CWS provides services for victims of domestic violence, and the funds will allow the agency to continue to administer a program that mitigates the risk of homelessness for vulnerable members of the County through the provision of emergency motel vouchers for low-income and high-risk households.

The three-year contract maximum, if the optional renewals are approved, is \$300,000. Based on the successful completion of grant outcomes during Year 1, as well as funding availability from the County General, Affordable Housing Services Fund, the grant is being amended to authorize the option for the Year 2 renewal, covering July 1, 2020 to

Healthy Families. Strong Communities.

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

www.clackamas.us

June 30, 2021 in the amount of \$100,000. The funding source is County General, Affordable Housing Services Fund.

RECOMMENDATION:

Staff recommends the Board approval of Amendment #1, and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of the Clackamas County.

Respectfully submitted,

A handwritten signature in blue ink that reads "Jeffrey Alcock, H3S deputy / FOR". The signature is written in a cursive style.

Richard Swift, Director
Health, Housing and Human Services Department

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number 9436 Board Agenda Number TBD
and Date October 8, 2020

Division Social Services Amendment No. 1

Contractor **Clackamas Women's Services**

Amendment Requested By Brenda Durbin, Director

Changes: Scope of Services Contract Budget
 Contract Time Other Authorizes Year 2 extension

Justification for Amendment:

The County awarded a grant to Clackamas Women's Services (CWS) to provide services for victims of domestic violence, and administer a program that mitigates the risk of homelessness for vulnerable members of the County through the provision of emergency motel vouchers for low-income and high-risk households. Year 1 ended on June 30, 2020.

The grant agreement with CWS provides for two (2) additional one-year optional renewals until June 30, 2022, dependent on agency performance, and with the approval of Board of County Commissioners, for a \$300,000 total contract maximum.

Based on the successful completion of grant outcomes during Year 1, as well as funding availability from the County General, Affordable Housing Services Fund, the grant is being amended to authorize the option for the Year 2 renewal, covering July 1, 2020 to June 30, 2021 in the amount of \$100,000.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND ARTICLE I., Effective Date and Duration, to INCLUDE:

Based on Contractor's performance and outcomes of the original Grant Agreement term, County Authorizes Year 2 renewal option, covering Fiscal Year 2020-2021 in the amount of \$100,000 as outlined in Article I, #3. Consideration and Exhibit A.


Year 2 term covers July 1, 2020 to June 30, 2021 as outlined in Exhibit A.

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

AGENCY

CLACKAMAS WOMEN'S SERVICES

By:

DocuSigned by:


DocuSign Envelope ID: DBCAD7800048164

Melissa Erlbaum, Executive Director
9/13/2020

Date

256 Warner Milne Road

Street Address

Oregon City, Oregon 97045

City / State / Zip

(503) 655-8600 /

Phone

/ 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 and Human Services Department

Date

October 8, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #2 to an Agency Services Contract with
Northwest Family Services for
System Diversion, Homelessness Prevention, and Rapid Re-Housing Services

Purpose/Outcomes	Agency will provide system diversion, homelessness prevention, and rapid re-housing services to families and individuals who are homeless or at risk of being homeless.
Dollar Amount and Fiscal Impact	Amendment #2 increases the agreement by \$46,000 to a new total of \$138,000.
Funding Source	State of Oregon Housing and Community Services, Department, Emergency Housing Assistance funds. There are no County General Funds required.
Duration	July 1, 2020 through June 30, 2021
Previous Board Action	None.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	Approved on 9-15-2020
Procurement Review	<ol style="list-style-type: none"> 1. Was this item processed through Procurement? No 2. If no, provide brief explanation: This is a Grant Amendment. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	8956

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of an Amendment to an Agency Service Agreement with Northwest Family Services (NWFS). The State of Oregon Housing and Community Services Department (OHCS) has approved extending the County's Notice of Funding Opportunity grant awards from FY17-18 into the 19-21 grant biennium.

October 8, 2020

Amendment #2 adds the second year of biennium 19-21, a term of July 1, 2020 to June 30, 2021 and additional Emergency Housing Assistance funds from OHCS. Maximum compensation is increased by \$46,000 for a maximum contract value of \$138,000. There are no County General Funds required.

RECOMMENDATION:

Staff recommends the Board approval of Amendment #2, and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, H3S Deputy / FOR

Richard Swift, Director
Health, Housing and Human Services Department

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number 8956 Board Agenda Number TBD
and Date October 8, 2020

Division Social Services Amendment No. 2

Contractor Northwest Family Services

Amendment Requested By Brenda Durbin, Director

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

The State of Oregon Housing and Community Services Department (OHCS) has approved extending the County's Notice of Funding Opportunity grant awards from FY17-18 into the 19-21 grant biennium.

Amendment #2 adds the second year of biennium 19-21, a term of July 1, 2020 to June 30, 2021 and additional Emergency Housing Assistance funding from OHCS. Maximum compensation is increased by \$46,000 for a maximum contract value of \$138,000. There are no County General Funds required.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND: SECTION II. COMPENSATION AND RECORDS, PARAGRAPH A:

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I.
- a. For financial assistance on a cost reimbursement basis for all eligible costs up to a maximum compensation of \$92,000 as described in Exhibit C: Budget & Output.
 - b. Amendment #1, fiscal year 19-20 award fund source is 19-21 Biennium Master Grant Agreement, #5084, H3S#9302 issued to County by Oregon Housing and Community Services (OHCS).

Total maximum compensation under this contract shall not exceed \$92,000.

TO READ:

- B. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I.
- a. For financial assistance on a cost reimbursement basis for all eligible costs up to a maximum compensation of **\$138,000** as described in Exhibit C: Budget & Output.
 - b. Amendment #1, fiscal year 19-20 **and Amendment #2, fiscal year 20-21**, award fund source is 19-21 Biennium Master Grant Agreement, #5084, H3S#9302 issued to County by Oregon Housing and Community Services (OHCS).

Total maximum compensation under this contract shall not exceed **\$138,000**.

Northwest Family Services

Agency Service Contract # 8956-- Amendment # 2

Page 2 of 6

AMEND: SECTION IV. GENERAL CONDITIONS, PARAGRAPH B. 3 TO READ:

3. Professional Liability. AGENCY 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 \$2,000,000 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.

AGENCY shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the AGENCY is responsible including but not limited to AGENCY and AGENCY's employees and volunteers. Policy endorsement's definition of an insured shall include the AGENCY, and the AGENCY's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

AMEND EXHIBIT B, REPORTING REQUIREMENTS, SECTION B. INVOICING TO INCLUDE:

Total amount billed for Homelessness Prevention, Rapid Re-Housing, and System Diversion from July 1, 2020 to June 30, 2021 shall not exceed \$46,000 based on Exhibit C.

Charges for eligible services incurred prior to contract execution date, but within Amendment #2 contract term are due within 30 days of contract execution date. County and AGENCY acknowledge and ratify that work done under the Amendment was completed before the date of final execution, but not earlier than July 1, 2020. County reserves any rights, claims or causes of action that County may have with respect to work performed and ratified hereunder.

Contract Administrator or Program Manager may approve acceptance of invoices after deadline under special circumstances.

AMEND EXHIBIT C, SECTION A. BUDGET:

A. BUDGET

Total maximum compensation under this contract shall not exceed \$92,000.

COUNTY will pay AGENCY on a cost-reimbursement basis for all eligible costs with payments to be made as outlined in Exhibit A, B & C, up to a maximum compensation of \$46,000 EHA funds as follows:

Total amount billed for Homelessness Prevention, Rapid Re-Housing, System Diversion under original NOFO award, shall not exceed \$46,000.

Northwest Family Services

Agency Service Contract # 8956– Amendment # 2

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Total amount billed for Homelessness Prevention, Rapid Re-Housing, System Diversion under Amendment #1 award, shall not exceed \$46,000. Eligible costs applied to Amendment #1 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing Mobile Housing Team shall be from July 1, 2019 to June 30, 2019.

Program Manager may approve adjustments to dollar amount in budget categories, line items, and County encumbrances.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services. Administration is allowed, and shall be billed monthly, not to exceed 5% of total monthly charges on invoice submittals, and not to exceed a total amount of \$2,300 in the contract term. Administration is not in addition to grant award.

Administration and Personnel costs shall not be billed without associated client services, but shall be billed each month during the contract term to reflect the monthly time spent serving clients and include associated client support expenses.

Budget Spend Down Requirement. All grant funds, with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rates prescribed below.

Minimum Spending Targets:

By December 31, 2019, at least 10% of the funding must be spent

By March 31, 2020, at least 55% of the funding must be spent

By May 15, 2020, at least 90% of the funding must be spent

Any spending below the rates above is subject to rescission of program funds which may be reallocated by COUNTY. When spending is below the thresholds described above, and prior to funding rescission, COUNTY and AGENCY will commit to collaborating to find solutions that resolve the issues.

Withholding of Funds. COUNTY may withhold any and all undisbursed grant funds from AGENCY if COUNTY, in its sole discretion, determines that AGENCY has failed to timely satisfy any material obligation arising under this Agreement, including Program & Reporting Requirements. AGENCY obligations include, but are not limited to providing complete, accurate, and timely reports satisfactory to COUNTY about its performance under this Agreement as well as timely satisfying all Program and Reporting Requirements, including timely provision of additional information or explanation of Work costs or performance as may be requested. COUNTY also may withhold any and all requested grant funds from AGENCY if COUNTY, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from approved budget or is unsubstantiated by required and related back up documentation.

TO READ:

A. BUDGET

Total maximum compensation under this contract shall not exceed **\$138,000**.

COUNTY will pay AGENCY on a cost-reimbursement basis for all eligible costs with payments to be made as outlined in Exhibit A, B & C, up to a maximum compensation of **\$138,000** EHA funds as follows:

Total amount billed for Homelessness Prevention, Rapid Re-Housing, System Diversion under original NOFO award, shall not exceed \$46,000.

Northwest Family Services

Agency Service Contract # 8956– Amendment # 2

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Total amount billed for Homelessness Prevention, Rapid Re-Housing, System Diversion under Amendment #1 award, shall not exceed \$46,000. Eligible costs applied to Amendment #1 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2019 to June 30, 2020.

Total amount billed for Homelessness Prevention, Rapid Re-Housing, System Diversion under Amendment #2 award, shall not exceed \$46,000. Eligible costs applied to Amendment #2 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2020 to June 30, 2021.

Program Manager may approve adjustments to dollar amount in budget categories, line items, and County encumbrances.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services. Administration is allowed, and shall be billed monthly, not to exceed 5% of total monthly charges **(based on participant rent and deposits, other eligible client assistance, and personnel & mileage)** on invoice submittals, and not to exceed a total amount of \$2,300 in the **July 1, 2019 to June 30, 2020 Amendment #1 term and a total amount of \$2,300 in the July 1, 2020 to June 30, 2021 Amendment #2 term.** Administration is not in addition to grant award.

Administration and Personnel costs shall not be billed without associated client services, but shall be billed each month during the contract term to reflect the monthly time spent serving clients and include associated client support expenses.

Budget Spend Down Requirement. All grant funds, with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rates prescribed below.

Minimum Spending Targets for July 1, 2019 to June 30, 2020:

By December 31, 2019, at least 10% of the funding must be spent

By March 31, 2020, at least 55% of the funding must be spent

By May 15, 2020, at least 90% of the funding must be spent

Minimum Spending Targets for July 1, 2020 to June 30, 2021:

By December 31, 2020, at least 10% of the funding must be spent

By March 31, 2021, at least 55% of the funding must be spent

By May 15, 2021, at least 90% of the funding must be spent

Any spending below the rates above is subject to rescission of program funds which may be reallocated by COUNTY. When spending is below the thresholds described above, and prior to funding rescission, COUNTY and AGENCY will commit to collaborating to find solutions that resolve the issues.

Withholding of Funds. COUNTY may withhold any and all undisbursed grant funds from AGENCY if COUNTY, in its sole discretion, determines that AGENCY has failed to timely satisfy any material obligation arising under this Agreement, including Program & Reporting Requirements. AGENCY obligations include, but are not limited to providing complete, accurate, and timely reports satisfactory to COUNTY about its performance under this Agreement as well as timely satisfying all Program and Reporting Requirements, including timely provision of additional information or explanation of Work costs or performance as may be requested. COUNTY also may withhold any and all requested grant funds from AGENCY if COUNTY, in its sole discretion, determines that the rate or scale of requests for

Northwest Family Services

Agency Service Contract # 8956– Amendment # 2

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funds in any expenditure category materially deviates from approved budget or is unsubstantiated by required and related back up documentation.

Budget July 1, 2020 to June 30, 2021:

COUNTY Program Manager may approve adjustments to all encumbrance lines and budget categories.

AGENCY may make adjustments within the Homelessness Prevention or Rapid Re-Housing elements as follows without prior approval from COUNTY:

- **Adjust up to 10% between 'participant rent and deposits' and 'other eligible client assistance' lines.**
- **Personnel and mileage categories may be reduced and the corresponding amount applied to increase 'participant rent and deposits' and 'other eligible client assistance' lines.**

Budget Detail, FY20-21

Allowable Costs by Element	Budget
Homelessness Prevention, includes System Diversion	
Participant rent and deposits	\$ 10,000
Other eligible client assistance	\$ 4,700
Personnel & mileage	\$ 11,500
HP Total	\$ 26,200
Rapid Re-Housing, includes System Diversion	
Participant rent and deposits	\$ 4,500
Other eligible client assistance	\$ 1,500
Personnel & mileage	\$ 11,500
RRH Total	\$ 17,500
Administration - 5% Total	\$ 2,300
Grand Total	\$ 46,000

AMEND EXHIBIT C, SECTION B. ELIGIBLE COSTS, TO INCLUDE:

Administrative and/or overhead expenses are NOT eligible costs, except as specified for Amendment #2.

Pet fees and gift cards are not eligible costs.

AMEND EXHIBIT C, SECTION C. OUTCOMES/PERFORMANCE MEASURES, TO INCLUDE:

Under Amendment #2 term, at least 11 households will be served with Homelessness Prevention funds.

Under Amendment #2 term, at least 10 households will be served with Rapid Re-Housing funds.

Under Amendment #2 term, AGENCY shall complete a follow up report for all clients 6 months after the exit date. Follow up is completed based on the client exit date in HMIS.

AMEND EXHIBIT D: SPECIAL REQUIREMENTS, GENERAL, TO INCLUDE:

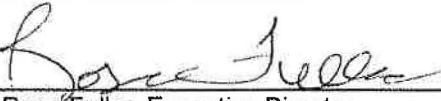
AGENCY is an independent contractor and not an agent of OHCS or of County.

AMEND EXHIBIT E, INVOICE TEMPLATE, TO INCLUDE:

County to provide invoice for Amendment #2, fiscal year 2020-2021 to AGENCY after contract execution.

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

**AGENCY
 NORTHWEST FAMILY SERVICES**

By: 
 Rose Fuller, Executive Director

Date 9/15/2020

6200 SE King Road
 Street Address
Portland, OR 97222
 City / State / Zip
(503) 546-6377 /
 Phone / Fax

EIN: 93-0841022
 Oregon Business Registry: 170100-18
 DUNS Number: 612467134

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 and Human Services Department

Date _____

October 8, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #3 to an Agency Service Agreement with
Northwest Housing Alternatives, Inc. for
System Diversion and Rapid Re-Housing Services

Purpose/Outcomes	Agency will provide system diversion and rapid re-housing services to families and individuals who are homeless or at risk of being homeless.
Dollar Amount and Fiscal Impact	Amendment #3 increases the agreement by \$120,000 to a new total of \$540,000.
Funding Source	State of Oregon Housing and Community Services Department, Emergency Housing Assistance funds. There are no County General Funds required.
Duration	July 1, 2020 through June 30, 2021
Previous Board Action	The original agreement was approved March 29, 2018, item 032918-A1. Amendment #1, 2-28-19, item 022819-A3, Amendment #2, 11-7-2019, item 110719-A2.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	Approved on 9-15-2020
Procurement Review	<ol style="list-style-type: none"> 1. Was this item processed through Procurement? No 2. If no, provide brief explanation: This is a Grant Amendment. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	8696

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of an Amendment to an Agency Service Agreement with Northwest Housing Alternatives, Inc (NHA). The State of Oregon Housing and Community Services Department (OHCS) has approved extending the County's Notice of Funding Opportunity grant awards from FY17-18 into the 19-21 grant biennium.

October 8, 2020

The amendment adds the second year of biennium 19-21, a term of July 1, 2020 to June 30, 2021 and additional Emergency Housing Assistance funds from OHCS. Maximum compensation is increased by \$120,000 for a maximum contract value of \$540,000. There are no County General Funds required.

RECOMMENDATION:

Staff recommends the Board approval of Amendment #3, and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

Handwritten signature in blue ink that reads "Richard Swift, H3S Deputy / For".

Richard Swift, Director
Health, Housing and Human Services Department

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number 8696 Board Agenda Number TBD

and Date October 8, 2020

Division Social Services Amendment No. 3

Contractor Northwest Housing Alternatives, Inc.

Amendment Requested By Brenda Durbin, Director

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

The State of Oregon Housing and Community Services Department (OHCS) has approved extending the County's Notice of Funding Opportunity grant awards from FY17-18 into the 19-21 grant biennium.

Amendment #3 adds the second year of biennium 19-21, a term of July 1, 2020 to June 30, 2021 and additional Emergency Housing Assistance funding from OHCS. Maximum compensation is increased by \$120,000 for a maximum contract value of \$540,000. There are no County General Funds required.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND: Section II. COMPENSATION AND RECORDS, Paragraph A:

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I.
 - a. For financial assistance on a cost reimbursement basis for all eligible costs up to a maximum compensation of \$420,000 as described in Exhibit C: Budget & Output.

Total maximum compensation under this contract shall not exceed \$420,000.

TO READ:

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I.
 - a. For financial assistance on a cost reimbursement basis for all eligible costs up to a maximum compensation of ~~\$420,000~~ **\$540,000** as described in Exhibit C: Budget & Output.
 - b. ***Amendment #3, fiscal year 19-20, and Amendment #4, fiscal year 20-21 award fund source is 19-21 Biennium Master Grant Agreement, #5084, H3S#9302 issued to County by Oregon Housing and Community Services (OHCS).***

Total maximum compensation under this contract shall not exceed **\$540,000**.

AMEND: Section IV. GENERAL CONDITIONS, paragraph B. 3 :

Professional Liability Insurance

Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish 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 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 contract. COUNTY, at its option, may require a complete copy of the above policy.

TO ADD THE ADDITIONAL INSURANCE REQUIREMENTS:

3. Professional Liability. AGENCY 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 \$2,000,000 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.

AGENCY shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the AGENCY is responsible including but not limited to AGENCY and AGENCY's employees and volunteers. Policy endorsement's definition of an insured shall include the AGENCY, and the AGENCY's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

AMEND EXHIBIT A, SCOPE OF WORK AND PERFORMANCE STANDARDS, TO INCLUDE:

AGENCY shall administer the program in a manner satisfactory to COUNTY and OHCS in compliance with all program requirements, including but not limited to Exhibit D as amended, when completing **Amendment #3** work.

AMEND EXHIBIT B, REPORTING REQUIREMENTS, INVOICING, to INCLUDE:

Total amount billed for Homelessness Prevention, Rapid Re-Housing, and System Diversion from July 1, 2020 to June 30, 2021 shall not exceed \$120,000 based on Exhibit C.

Charges for eligible services incurred prior to contract execution date, but within Amendment #3 contract term are due within 30 days of contract execution date. County and AGENCY acknowledge and ratify that work done under the Amendment was completed before the date of final execution, but not earlier than July 1, 2020. County reserves any rights, claims or causes of action that County may have with respect to work performed and ratified hereunder.

Contract Administrator or Program Manager may approve acceptance of invoices after deadline under special circumstances.

AMEND EXHIBIT C BUDGET & OUTPUT, SECTION A, BUDGET, TO READ:

A. BUDGET

Total maximum compensation under this contract shall not exceed **\$540,000**.

COUNTY will pay AGENCY on a cost-reimbursement basis for all eligible costs with payments to be made as outlined in Exhibit A, B & C, up to a maximum compensation of **\$540,000** EHA funds as specified below:

Eligible costs applied to original contract term for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from March 29, 2018 to June 30, 2019 and shall not exceed \$240,000. Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Eligible costs applied to Amendment #1 funds for Rapid Re-Housing Mobile Housing Team shall be from January 1, 2019 to June 30, 2019. Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Eligible costs applied to Amendment #2 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2019 to June 30, 2020. Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Administration is allowed, and shall be billed monthly, not to exceed 5% of total monthly charges ***(based on participant rent and deposits, other eligible client assistance, and personnel & mileage)*** on invoice submittals and not to exceed a total amount of \$6,000 in the ***July 1, 2019 to June 30, 2020 Amendment #2 term and a total amount of \$6,000 in the July 1, 2020 to June 30, 2021 Amendment #3 term.*** Administration is not in addition to grant award.

Eligible costs applied to Amendment #3 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2020 to June 30, 2021, and total amount billed shall not exceed \$120,000.

Administration and Personnel costs shall not be billed without associated client services, but shall be billed each month during the contract term to reflect the monthly time spent serving clients and include associated client support expenses.

Budget Spend Down Requirement. All grant funds, with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rates prescribed below.

Minimum Spending Targets for July 1, 2019 to June 30, 2020:

By September 30, 2019, at least 10% of the funding must be spent
By December 31, 2019, at least 35% of the funding must be spent
By March 31, 2020, at least 70% of the funding must be spent
By May 15, 2020, at least 90% of the funding must be spent

Minimum Spending Targets for July 1, 2020 to June 30, 2021:

By September 30, 2020, at least 10% of the funding must be spent
By December 31, 2020, at least 35% of the funding must be spent
By March 31, 2021, at least 70% of the funding must be spent
By May 15, 2021, at least 90% of the funding must be spent

Any spending below the rates above is subject to rescission of program funds which may be reallocated by COUNTY. When spending is below the thresholds described above, and prior to funding rescission, COUNTY and AGENCY will commit to collaborating to find solutions that resolve the issues.

Withholding of Funds. COUNTY may withhold any and all undisbursed grant funds from AGENCY if COUNTY, in its sole discretion, determines that AGENCY has failed to timely satisfy any material obligation arising under this Agreement, including Program & Reporting Requirements. AGENCY obligations include, but are not limited to providing complete, accurate, and timely reports satisfactory to COUNTY about its performance under this Agreement as well as timely satisfying all Program and Reporting Requirements, including timely provision of additional information or explanation of Work costs or performance as may be requested. COUNTY also may withhold any and all requested grant funds from AGENCY if COUNTY, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from approved budget or is unsubstantiated by required and related back up documentation.

Budget July 1, 2020 to June 30, 2021:

COUNTY Program Manager may approve adjustments to all encumbrance lines and budget categories.

AGENCY may make adjustments within the System Diversion or Rapid Re-Housing elements as follows without prior approval from COUNTY:

- ***Adjust up to 10% between 'participant rent and deposits' and 'other eligible client assistance' lines.***

- *Personnel and mileage categories may be reduced and the corresponding amount applied to increase 'participant rent and deposits' and 'other eligible client assistance' lines.*

Budget Detail, FY20-21

Allowable Costs by Element	Budget
System Diversion	
Participant rent and deposits	\$23,761
Other eligible client assistance	\$2,483
Personnel & mileage	\$12,031
System Diversion Total	\$38,275
Rapid Re-Housing	
Participant rent and deposits	\$42,839
Other eligible client assistance	\$ 5,517
Personnel & mileage	\$ 27,369
RRH Total	\$75,725
Administration - 5%	\$ 6,000
Total	\$ 120,000

AMEND EXHIBIT C, SECTION B. ELIGIBLE COSTS, TO INCLUDE:

Administrative and/or overhead expenses are NOT eligible costs, except as specified for Amendment #3.

Pet fees and gift cards are not eligible costs.

AMEND EXHIBIT C BUDGET & OUTPUT, TO INCLUDE:

Under Amendment #3 term, at least 9 households will be served with System Diversion funds.

Under Amendment #3 term, at least 10 households will be served with Rapid Re-Housing funds.

Under Amendment #3 term, AGENCY shall complete a follow up report for all clients 6 months after the exit date. Follow up is completed based on the client exit date in HMIS.

AMEND EXHIBIT D: SPECIAL REQUIREMENTS, GENERAL, TO INCLUDE:

AGENCY is an independent contractor and not an agent of OHCS or of County.

AMEND EXHIBIT E, INVOICE TEMPLATE, TO INCLUDE:

County to provide invoice for Amendment #3 fiscal year 2020-2021 to AGENCY after contract execution.

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

AGENCY

NORTHWEST HOUSING ALTERNATIVES, INC.

By: Trell Anderson
Trell Anderson, Executive Director

September 19, 2020
Date

13819 SE McLoughlin
Street Address
Milwaukie OR 97222
City / State / Zip
503.654.1007 ext. 107 /
Phone / 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 and Human Services Department

Date

October 8, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Construction Contract between Clackamas County and
D&D Concrete and Utilities, Inc. for the
SE Sandy ADA Ramps Improvements Project**

Purpose/ Outcome	The Construction Contract with D&D Concrete and Utilities Inc. is for construction services for the SE Sandy ADA Ramps Improvements Project. The work will consist of working with the City of Sandy for demolition of existing corners, installing more than 40 new ADA Ramps within Sandy, Oregon.
Dollar Amount and Fiscal Impact	Community Development Block Grant funds for \$140,000. The City of Sandy will provide an estimated \$28,100 dollars for construction funds. Total estimated total construction cost of \$168,100 dollars. No County General Funds will be used for this project.
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds
Duration	October 2020 through January 2021, Planned Construction Schedule.
Previous Board Action/ Review	CDBG Action Plan May 2, 2019 Intergovernmental Agreement Amendment June 11, 2020
Strategic Plan Alignment	1. Ensure safe, healthy and sustainable communities. 2. Improved community safety and health.
Counsel Review	This Construction Contract was rev. 1. Date of Counsel review: August 4, 2020 2. N.B.
Procurement Review	Was the item processed through Procurement? No. This Construction Contract is Federally Funded.
Contact Person(s)	Mark Sirois – CD Manager: 503-650-5664
Contract No.	H3S 9871

BACKGROUND: The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Construction Contract with D&D Concrete and Utilities Inc. for the SE Sandy ADA Ramps Improvements Project. The Construction Contract determines the roles of D&D Concrete and Utilities Inc. and the County regarding contract administration, project management, and City of Sandy engineering during project construction.

RECOMMENDATION: We recommend the approval of this Construction Contract with D&D Concrete and Utilities, Inc., and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Richard Swift, HHS Deputy / FOR

Richard Swift, Director
Health, Housing and Human Services



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and D&D Concrete and Utilities, Incorporated, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: **Sandy SE ADA Ramps Improvements Project**
Location: **SE Sandy Area**

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **One Hundred Sixty Eight Thousand One Hundred Dollars (\$168,100.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (01/01/2020) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid, as indicated in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Addendum No. 1 – August 18, 2020
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings

2. Representatives.

Contractor has named Don Neinke as its' Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Steve Kelly as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide

a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: Don Neinke/ 541-589-3006 shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Corbin Pierce/ 503-201-0139 shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: MGH Pierce/ 503-936 2431 shall be the Contractor's on-site job superintendent throughout the project term.

Project Engineer: N/A shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed/ September TBD ___ 2020

SUBSTANTIAL COMPLETION DATE: 75 Days from Notice to Proceed/ November TBD ___ 2020

FINAL COMPLETION DATE: 85 Days from Notice to Proceed/ December TBD ___ 2020

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County Community Development Division as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to stevekel@clackamas.us

6. Tax Compliance.

Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

7. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

8. Required Terms.

In addition to the terms and conditions contained in this Contract and the Contract Documents, the following terms and conditions are required by Oregon law:

- A. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.
- B. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- C. If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- D. The Contractor shall include in each subcontract those provisions required under ORS 279C.580.
- E. For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

9. Counterparts.

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

10. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

11. Liquidated Damages

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities. Liquidated Damages shall be \$750.00 per Calendar day if the actual Substantial Completion exceeds the required date of Substantial Completion, and \$750.00 per Calendar day if the actual Final Completion exceeds the required date of Final Completion.

12. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

13. Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited to, payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

In witness whereof, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:
D&D Concrete and Utilities, Inc.
8319 S. Gribble Road
Canby, Oregon 97013

Contractor CCB # 219262 Expiration Date: Feb. 26, 2022
Oregon Business Registry # Entity Type: State of Formation: Oregon

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

D&D Concrete and Utilities, Inc.
8319 S. Gribble Road
Canby, Oregon 97013

Clackamas County

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


Signature _____ Date 9-2-2020

Don Neinke, President
Name & Title Printed _____

Richard Swift, Director Date
Health, Housing and Human
Services Department

93-1036410
Federal Tax I.D. No. or Last Four SSN _____

APPROVED AS TO FORM
Nate Boderman 8/4/2020

County Counsel Date

219262
Oregon Commercial Contractor's Board No. _____



Richard Swift
Director

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Contract Amendment #1 with CHG Medical Staffing, Inc for
Physician Locum Tenens Staffing Services

Purpose/Outcome	To provide temporary Physician Staffing for CCHCD clinics that service community members.
Dollar Amount and Fiscal Impact	The original contract value was for \$50,000. Amendment #1 is for an additional \$300,000 for a total not to exceed \$350,000.
Funding Source	No County general funds are involved. Funding source is Fee for Service revenue.
Duration	The amendment extends the contract expiration date to November 30, 2020.
Previous Board Action/Review	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Counsel Review	1. Date of Counsel review: 9/23/2020 2. Initials of County Counsel performing review: ARN
Procurement Review	Was the item processed through Procurement? yes X no <input type="checkbox"/> If no, provide brief explanation:
Contact Person	Deborah Cockrell, Health Center Director 503-742-5495
Contract No.	H3S 9698 / County 3199

Background:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of amendment #1 to the Professional Service Agreement with CHG Medical Staffing for temporary physician staff. This agreement is used to fill provider vacancies until a permanent hire can be made.

A contract in the amount of \$50,000 was put in place on May 13th, 2020 so that we would have provider coverage until the RFP could be completed. The need for these services was beyond what was anticipated, resulting in the entire \$50,000 being used by July 10th, 2020. The demand for these services depends on provider vacancy which is hard to predict. Prior to May 2020 the last locum we had was in September 2019. We did not anticipate needing two locums for such a long period of time. Currently the expenses for provider coverage is resulting in a weekly expense of approximately \$13,000.

This amendment is critical to allow us to continue to provide quality care to our patients and maintain clinic revenue. The expense includes the locum rate as well as housing when applicable.

Healthy Families. Strong Communities.

Page 2 Staff Report
April 21, 2020
Agreement #9698_01

Procurement Process:

The original contract was for a direct purchase for physician locum services in the amount of \$50,000 while an RFP was being solicited. Because of COVID, the RFP was delayed and is currently in the evaluation processes with an anticipated award of no later than October 15, 2020.

Recommendation:

Staff respectfully recommends that the Board approve this Amendment #1 with CHG Medical Staffing, Inc.

Sincerely,

Richard Swift, Director
Health, Housing, and Human Services

AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH CHG MEDICAL STAFFING, INC., DBA
COMPHEALTH FOR PHYSICIAN LOCUM TENENS STAFFING SERVICES
Contract #3199 / H3S Contract# 9698

This Amendment #1 is entered into between **CHG Medical Staffing Inc., dba CompHealth** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **May 13, 2020** (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:
 The Contract termination date is hereby changed from September 30, 2020 to **November 30, 2020**.

2. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
 County has utilized vendor for more hours than originally anticipated, incurring additional fees together with the associated travel and temporary housing costs. As a result, County is authorizing an additional **\$300,000.00** for compensation. The total contract compensation shall not exceed \$350,000.00.

ORIGINAL CONTRACT	\$ 50,000.00
<u>AMENDMENT #1</u>	<u>\$ 300,000.00</u>
TOTAL AMENDED CONTRACT	\$ 350,000.00

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

CHG Medical Staffing, Inc.
Db a CompHealth

Clackamas County

 Authorized Signature Date

 Chair

 Printed Name

 Recording Secretary

 Date

Approved as to Form:

 County Counsel Date

DRAFT

Approval of Previous Business Meeting Minutes:

September 17, 2020

September 24, 2020

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at <https://www.clackamas.us/meetings/bcc/business>

Thursday September 17, 2020 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Virtual Meeting via Zoom

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Public Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing BCC@clackamas.us. Be sure to include your name and area when you email.

***Wildfire Update**

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

Nancy Bush, Disaster Management gave an update regarding Wild Fires.

~Board Discussion~

1. Approval of an Addendum No 1 to Resolution No. 2020-66 Declaring a Local State of Emergency Regarding the Wildfires (Stephen Madkour, County Counsel)

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

~Board Discussion~

MOTION to approve Addendum No 1 to Resolution No. 2020-66 Declaring a Local State of Emergency Regarding the Wildfires.

Commissioner Savas: Move to approve

Commissioner Fischer: Second.

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye –the motion carries 5-0.

*****COVID-19 Update**

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

Nancy Bush, Disaster Management, and Dr. Sarah Present gave an update regarding COVID-19.

~Board Discussion~

I. PRESENTATION (Following are items of interest to the citizens of the County)

1. Presentation regarding Hunger in our Community and announcing the results of the 2020 H3S Food Drive – H3S

Presentation Given

Announced the Board will Recess as the Board of County Commissioners and convene as the Housing Authority Board for the next items. Introduce Housing Authority Commissioner **Anne Leenstra**.

II. HOUSING AUTHORITY CONSENT AGENDA

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

1. Approval to execute an Intergovernmental Agreement between the Housing Authority of Clackamas County and Community Development for Environmental Reviews

2. In the Matter of Writing off Uncollectible Accounts for the First Quarter of Fiscal Year 2021

“It has been moved to approve the Housing Authority Consent Agenda by Commissioner Leenstra and seconded by Commissioner Schrader.”

Ask the Clerk called the Poll

Commissioner Leenstra: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye –the motion carries 6-0.

Announced the Board will Recess as the Housing Authority Board and re- convene as the Board of County Commissioners.

II. PUBLIC HEARINGS

1. First Reading of **Ordinance No. 08-2020** Amending Chapter 6.05, Noise Control, of the Clackamas County Code

~Board Discussion~

Chair Bernard opened the public hearing and asked Christina Terwilliger to moderate this portion.

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

- **No E-mails and No Public Comments**

Chair Bernard closed the public hearing and asked for a motion to read the Ordinance by title only.

Commissioner Savas: I move we approve to read the Ordinance by title only.
Commissioner Fischer: Second.
the Clerk called the poll
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard asked for the clerk to assign a number and read the ordinance by title only:

Clerk assigned **08-2020** and read the ordinance by title only

Chair Bernard asked for further discussion and announced the Second Reading will be

Thursday, October 1, 2020 at the Board's regular scheduled Business meeting at 10 AM

IV. CONSENT AGENDA

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

MOTION:

Commissioner Savas: I move we approve the consent agenda.
Commissioner Fischer: Second.
the Clerk called the poll
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval of a Sub-recipient Agreement with Northwest Housing Alternatives (NHA) and the Community Development Division for ESG Funding for the Annie Ross House – *Community Development*
2. Approval of Amendment #2 to Agency Services Contract with Central City Concern for Law Enforcement Assisted Diversion Program

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement between Metro and Clackamas County for work on the Richey Road/North Fork Deep Creek Culvert.

C. Technology Services

1. Approval for a Service Level Agreement between Clackamas Broadband eXchange and Molalla Communications for dark fiber connection.

VI. WATER ENVIRONMENT SERVICES

1. Approval of the Purchase and Sale Agreement and Related Documents Between Clackamas Water Environment Services and SDG-2, LLC Related to the Transfer of the Former Blue Heron Lagoon Property

II. PUBLIC COMMUNICATION *Moderated by Christina Terwilliger*
<https://www.clackamas.us/meetings/bcc/business>

- No E-Mails
- No Public Comment

VI. COUNTY ADMINISTRATOR UPDATE

Continued conversation from Policy Session on Letter for House Bill 2001, Jennifer Hughes gave information on updated letter.

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

MOTION: To accept the letter as written

Commissioner Savas: So Moved.

Commissioner Fischer: Second.

the Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Humberston:

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED 11:31 AM

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, September 24, 2020 – 10:00 AM

Virtual Meeting via Zoom

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Citizen Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing ClackCoNews@clackamas.us.
- Be sure to include your name and area when you email.

*****Wildfire Update**

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

Nancy Bush gave an update regarding Wildfires in Clackamas County.

~Board Discussion~

*****COVID-19 Update**

Video Presentation

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

Philip Mason-Joyner and Dr. Sarah Present gave an update regarding COVID-19 in Clackamas County.

~Board Discussion~

Gary Schmidt gave update about business hours and DSB opening to public Monday September 28th, 2020; also ratification of contracts that were signed due to both emergencies.

MOTION:

Commissioner Humberston: I move we approve the ratifications as presented to us.

Commissioner Schrader: Second.

the Clerk called the poll

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Page 1 – Business Meeting Minutes – September 24, 2020

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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

1. Approval of a Board Order Accepting a Request to Transfer Jurisdiction from Clackamas County to the City of Estacada of a Portion of Glen Avenue(Aka Wren) and Hinman Road (Both Being County Road#2279) and Cemetery Road (County Roads #2510) (Mike Bays, DTD)

~Board Discussion~

Chair Bernard opened the public hearing and asked Christina Terwilliger to moderate this portion.

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

1. No Emails
2. No Public Comment

Chair Bernard closed the public hearing and asks for a Motion

MOTION:

Commissioner Humberston: I move we approve the Board Order Accepting a Request to Transfer Jurisdiction from Clackamas County to the City of Estacada of a Portion of Glen Avenue(Aka Wren) and Hinman Road (Both Being County Road#2279) and Cemetery Road (County Roads #2510)

Commissioner Schrader: Second.
the Clerk called the poll

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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

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

MOTION:

Commissioner Humberston: I move we approve the consent agenda.

Chair Bernard: Second.

the Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval of Amendment #13 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County

2. Approval of Change Order #2 between Clackamas County and 3 Kinds Environmental, Inc. for the Clackamas County Health Centers Building Demolition Project
3. Approval of a Grant Agreement from the U.S. Department of Housing and Urban Development (HUD), Continuum of Care Program for the HOPE II Leasing Program, for the Purpose of Providing Permanent Supportive Housing

B. Business & Community Services

1. Approval of Modification No. 1 to a Grant and Cooperative Agreement L18AC00108 Between Clackamas County and the Department of Interior Bureau of Land Management Oregon State Office for the Dump Stoppers Program
2. Approval of Amendment #4 to the Contract with Total Golf Management Services, LLC for Management Services for the Operation of Stone Creek Golf Course

III. PUBLIC COMMUNICATION Moderated by Christina Terwilliger

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

No Emails and No Public Comment

IV. COUNTY ADMINISTRATOR UPDATE

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

V. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED 11:09 AM

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



CRAIG ROBERTS, Sheriff

Clackamas County Sheriff's Office

October 8, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement No. 30496 Amendment No. 01 between Clackamas County Behalf of the Clackamas County Sheriff's Office and State of Oregon, acting by and through its Department of Transportation.

Purpose/Outcome	Approval of the Amendment to retain services of CCSO as commercial vehicle inspectors language update
Dollar Amount and Fiscal Impact	The State agrees at no cost to CCSO to perform the inspectors
Funding Source	The Oregon Dept. of Transportation is the source of the funds
Duration	Award period is Feb. 2015 – Feb. 2025
Previous Board Action/Review	None
Strategic Plan Alignment	Furthers the County's focus to keeping our residents safe, healthy and secure
Counsel Review	Andrew Naylor, via email 09/30/2020
Contact Person	Nancy Artmann, CCSO Finance Manager 503.785.5012
Contract No.	Agreement No. 30496 amendment No. 01

BACKGROUND:

The purpose of the Oregon Department of Transportation Commercial Vehicle (CMV) is to train inspectors so there are uniform commercial motor vehicle inspections conducted statewide. The goal of the CMV is to reduce accidents involving commercial motor vehicles and to reduce injuries and fatalities caused by such vehicles.

RECOMMENDATION: Sheriff's Office respectfully requests that the Board of County Commissioners approves this amendment between Clackamas County by and through its Sheriff's Office and the Oregon Department of Transportation for the training CCSO employees as inspectors through this CMV.

Respectfully submitted,

Craig Roberts
Sheriff

"Working Together to Make a Difference"

**INTERGOVERNMENTAL AGREEMENT
Commercial Vehicle, Driver and Cargo Inspection**

THIS Agreement is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and CLACKAMAS COUNTY, by and through its Sheriff's Office, hereinafter referred to as "CCSO," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, and 825.250, state agencies may enter into Agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the Agreement, its officers or agents have the authority to perform.
2. As defined in ORS 825.250 (2), an "authorized representative" means a city, county or state employee who has been trained and certified by ODOT as a commercial vehicle inspector and who is employed either by ODOT or by an agency that has an agreement with ODOT to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials.
3. CCSO wishes to have a certain number of its employees become an "authorized representative" for purposes of ORS 825.250(2).
4. The purpose of this Agreement is to effectively administer the applicable terms and conditions contained in Moving Ahead for Progress in the 21st Century Act (MAP-21), a federal-aid program of the Federal Highway Administration (FHWA).

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. ODOT and CCSO wish to enter into this Agreement in order to maximize the utilization of commercial vehicle, driver, and cargo inspection resources; to avoid duplication of effort; to expand the number of inspections performed; to advance uniformity of inspection; and to minimize delays in schedules incurred by industry inherent to this type of enforcement activity, hereinafter referred to as "Project."
2. Each Party will be responsible for their own costs associated with Project.
3. ODOT and CCSO agree that their authorized inspection representatives, certified as commercial vehicle inspectors by ODOT, under ORS 810.560, will implement inspection procedures in accordance with minimum standards contained herein.
4. The work shall begin on the date all required signatures are obtained and shall be completed no later than ten (10) years from the date of execution, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
5. In order to advance international uniformity in the inspection of commercial motor vehicles, their drivers, and cargo, ODOT and CCSO agree to enforce the North American Uniform Inspection Out-of-Service Criteria as authored and published by the:

Commercial Vehicle Safety Alliance (CVSA)

Part I - North American Uniform Inspection Driver
Out-of-Service Criteria

Part II - North American Uniform Inspection Vehicle
Out-of-Service Criteria

Part III - North American Uniform Inspection Hazardous
Material Out-of-Service Criteria

6. The above standards are adopted into Oregon law by ODOT under Oregon Administrative Rules (OAR):

OAR 740-100-0090, Part I - Driver.

OAR 740-100-0070, Part II - Vehicle.

OAR 740-100-0080, Part III - Hazardous Materials.

ODOT OBLIGATIONS

ODOT agrees, at no cost to CCSO, to perform the following work:

1. Train and/or retrain inspection resources employed by CCSO when such training or retraining is mutually agreed to by the Parties to this Agreement; test and certify inspectors in accordance with agreements between ODOT, Oregon Department of Public Safety Standards and Training, and, as applicable, CVSA.
2. Supply vehicle and driver out-of-service stickers.
3. Supply monitoring service relative to inspection write-up techniques and violations recorded; inspection procedures, application of Motor Carrier Safety Regulations and Out-of-Service Criteria required by the Federal Motor Carrier Safety Assistance Program (MCSAP) and ORS 810.560.
4. Pursuant to the Governor's directive, function as the lead agency for purposes of administering Oregon's participation in MAP-21 and to the maximum extent possible coordinate commercial vehicle and driver enforcement activities between all certified and participatory agencies.
5. The Manager of Field Motor Carrier Safety Enforcement at the Motor Carrier Transportation Division, is ODOT's contact person for purposes of administering this Agreement, phone (503) 373-1979.

CCSO OBLIGATIONS

The CCSO agrees, at no cost to ODOT, to perform the following work:

1. Ensure that all personnel who engage in the inspection of commercial motor vehicles and their drivers are trained and certified by ODOT pursuant to ORS 810.560.
2. As a matter of general policy, inspection levels shall be defined by ODOT.

ODOT/CCSO
Agreement No. 30496

3. Inspections may be initiated only after a traffic stop, size and weight enforcement stop, or when an out-of-service defect is detected during the normal duty activities of a certified inspector.
4. Roadside inspections will be conducted at locations that are adequate to protect the safety of drivers and enforcement personnel.
5. No inspection activity shall take place at a motor carrier's terminal unless such inspection has been authorized by ODOT.
6. When performing inspections as described herein, said inspections shall be documented on forms provided by ODOT. Whenever possible, inspections shall be conducted electronically using ASPEN™ software provided by ODOT.
7. Completed inspection documents shall be forwarded to ODOT within five (5) days of the date of inspection for processing and final compliance.

GENERAL PROVISIONS

1. The Parties certify, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within their current appropriation or limitation of current biennial budget.
2. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
3. The Parties may terminate this Agreement effective upon delivery of written notice to either Party, or at such later date as may be established by the Parties, under any of the following conditions:
 - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize.
 - c. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if either Party is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. Both Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, CCSO expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS

ODOT/CCSO
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659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

6. Both Parties shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all cost and expenses related to its employment of individuals to perform the work under this Agreement, including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
7. All employers, including CCSO, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. CCSO shall ensure that each of its contractors complies with these requirements.
8. 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 ODOT or CCSO with respect to which the 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. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
9. With respect to a Third Party Claim for which ODOT is jointly liable with CCSO (or would be if joined in the Third Party Claim), ODOT 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 CCSO in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of CCSO 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 ODOT on the one hand and of CCSO 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. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
10. With respect to a Third Party Claim for which CCSO is jointly liable with ODOT (or would be if joined in the Third Party Claim), CCSO 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 ODOT in such proportion as is appropriate to reflect the relative fault of CCSO on the one hand and of ODOT 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 CCSO on the one hand and of ODOT 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. CCSO's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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11. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
12. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
13. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind 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 ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CLACKAMAS COUNTY, by and through its
Sheriff's Office

By MEH
Date 2/5/15

CCSO Contact:

Sgt John Naccarato
1280 SE 82nd Ave
Clackamas, OR 97015
(503) 557-2893
johnnac@co.clackamas.or.us

STATE OF OREGON, by and through its
Department of Transportation

By David McNamee
Manager, Motor Carrier
Investigations/Safety/Federal Programs Section

Date 2/26/2015

APPROVAL RECOMMENDED

By Paul G Kroll
Fiscal Officer, Motor Carrier Administration

Date 2/24/2015

ODOT Contact:

Paul Kroll, Fiscal Officer, Motor Carrier
Administration
PUC Building
3930 Fairview Industrial Dr. SE
Salem, OR. 97302
(503) 378-6204
Paul.A.KROLL@odot.state.or.us

**AMENDMENT NUMBER 01
INTERGOVERNMENTAL AGREEMENT
Commercial Vehicle, Driver and Cargo Inspection**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and **Clackamas County**, acting by and through its Sheriff's Office, hereinafter referred to as "CCSO," entered into on February 26th, 2015.

It has now been determined by ODOT and CCSO that the Agreement referenced above shall be amended to update language to define information submittal requirements.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **CCSO Obligations, Paragraph 6, Page 3, which reads:**

6. When performing inspections as described herein, said inspections shall be documented on forms provided by ODOT. Whenever possible, inspections shall be conducted electronically using ASPEN™ software provided by ODOT.

Shall be deleted in its entirety and replaced with the following:

6. When performing inspections as described herein, said inspections shall be documented electronically using the system(s) provided by ODOT or on paper forms provided by ODOT. All appropriate measures to protect personal protected information (PPI), shall be taken by CCSO prior to submittal. PPI is defined as information that can be used to distinguish or trace an individual's identity or, when combined with other personal or identifying information, is linked or linkable to a specific individual.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

ODOT/CCSO
Agreement No. 30496-01

Clackamas County, by and through its
Sheriff's Office

By _____

Date _____

ODOT Contact:

Howard "Russ" Russell
Safety Enforcement Manager
3930 Fairview Industrial Ave NE
(503) 373-1979
Howard.H.RUSSELL@odot.state.or.us

CCSO Contact:

Sgt. Richard Sheldon
1280 SE 82nd Ave
Clackamas, OR 97015
503-785-5092
rsheldon@co.clackamas.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Paul Kroll, Motor Carrier Transit Division
Budget & Fiscal Coordinator

Date _____

APPROVAL RECOMMENDED

By _____
Howard "Russ" Russell, Safety
Enforcement Manager

Date _____



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

October 8, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Non-Disclosure Agreement between
Clackamas Broadband eXchange and Ziplly Fiber

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) and Ziplly Fiber need a Non-Disclosure Agreement signed so they can share network information with one another.
Dollar Amount and Fiscal Impact	None.
Funding Source	N/A
Duration	Term length of 2 years.
Previous Board Action	Board approved an NDA with Verizon on June 11 th , 2020.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. This item follows the Board's Key Initiatives of making high speed internet available throughout the County.
Counsel Review	Andrew Naylor, September 28, 2020
Contact Person	Dave Devore (503) 723-4996
Contract Number	N/A

BACKGROUND:

Clackamas Broadband eXchange is pursuing partnerships and operational cooperation from other communications providers. Ziplly Fiber is willing to share detailed information and have these discussions with staff in CBX but only if they are subject to a Non-Disclosure Agreement.

RECOMMENDATION:

Staff respectfully recommends that the Board approve this Non-Disclosure Agreement.

Sincerely,

Dave Cummings
CIO Technology Services

NON-DISCLOSURE AGREEMENT (NDA)

This Nondisclosure Agreement (the "Agreement") is entered into by and between **ZiPLY Fiber** with its principal offices at **135 Lake Street so., Suite 155, Kirkland, WA 98033 ATTN: Legal Dept.**, ("Disclosing Party") and **Clackamas County**, located at **2051 Kaen Rd, Oregon City, OR 97045** ("Receiving Party") for the purpose of preventing the unauthorized disclosure of ZiPLY's Confidential Information as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide writing indicating that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or for a period of two years from termination, whichever occurs first.

5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.

8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. **Public Records.** Notwithstanding anything to the contrary, both parties expressly acknowledge and agree that Receiving Party's obligations under this Agreement are subject to the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law. Disclosing Party asserts that Confidential Information, defined below, submitted pursuant to this Agreement is exempt from disclosure under one or more exceptions including, but not limited to: ORS 192.345(2) (trade secrets). While Receiving Party will make good faith efforts to perform under this Agreement, Receiving Party's disclosure of Confidential Information, in whole or in part, will not be a breach of the Agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes.

If Receiving Party is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, Receiving Party shall notify Disclosing Party within a reasonable period of time of the request. Disclosing Party is exclusively responsible for defending Disclosing Party's position concerning the confidentiality of the requested information. Receiving Party is not required to assist Disclosing Party in opposing disclosure of Confidential Information.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

DISCLOSING PARTY

Signature _____

Typed or Printed Name _____ Date: _____



RECEIVING PARTY

Signature _____

Typed or Printed Name _____ Date: _____



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

October 8, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with the State of Oregon Acting by and through its Oregon Department of Education, Youth Development Division

Purpose/Outcomes	This is Amendment No. 2 to an Intergovernmental Agreement (IGA) between the State of Oregon, by and through the Oregon Department of Education Youth Development Division, and Clackamas County for Juvenile Crime Prevention Funding
Dollar Amount and Fiscal Impact	The maximum contract value for July 1, 2017-June 30, 2019 is \$411,672.00 The Maximum contract value for July 1, 2019-June 30, 2021 is \$473,340.00
Funding Source	State of Oregon
Duration	Effective July 1, 2019 through June 30, 2021
Previous Board Action	IGA for 2017-19 signed by the Board on 11/22/17 Agenda Item E.1 IGA for 2019-21 signed by the Board on 7/11/19 Agenda Item H.1
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. The Juvenile Department and our community partners will share common goals for the prevention of youth committing crimes and the reformation of those who do. 2. 98% of youth ages 10-17 in Clackamas County do not become involved in the juvenile justice system. 3. Juvenile recidivism is 19% or lower. 4. Ensure safe, healthy and secure communities.
Counsel Review	Approved 9/29/2020
Contact Person	Ed Jones, Administrative Services Manager – 503-650-3169
Contract No.	11086

BACKGROUND:

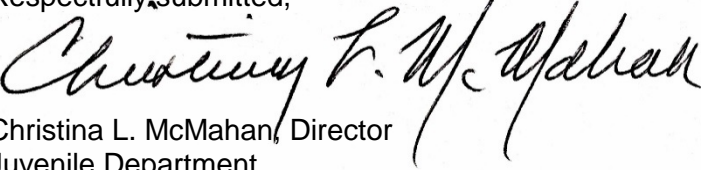
Attached Amendment No. 2 to IGA No. 11086. This amendment adds an additional \$20,500 of federal funding to the existing IGA to contract with consultants to work with a multi-disciplinary group of youth-serving and public safety agencies. This work will include conducting a

landscape survey to identify and inform training needs and the development of a training plan, on-site observations and interviews, review of policies, and recommendations of policies for best practices. The goal of this work is to achieve better outcomes for youth by creating greater capacity for developmentally appropriate, trauma-informed, and racially equitable interactions with justice-involved youth and youth who are at risk of justice system involvement.

RECOMMENDATION:

Staff recommends the Board approval of the Amendment No. 2 of the attached Intergovernmental Agreement.

Respectfully submitted,


Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Lisa Krzmarzick at 503-655-8788

Intergovernmental Agreement No. 11086

Amendment No. 2

This is Amendment No. 2 to Intergovernmental Agreement No. 11086 effective July 1, 2017, as amended from time to time (the “Agreement”) between the State of Oregon, acting by and through its Department of Education, Youth Development Division (“Agency”), and Clackamas County (“County”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing “Amendment Effective Date”).

The Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strike through~~):

1. Section 3, “Effective Date and Duration” of the Agreement is hereby revised as follows:
 Upon signature by all applicable parties, this Agreement shall be effective on July 1, 2017. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2021** ~~June 30, 2019~~.

2. Section 6, “Compensation and Payment Terms” of the Agreement is hereby revised as follows:

EXPENSE REIMBURSEMENT SUBJECT TO CAP

Agency shall reimburse County, up to but not in excess of **\$885,012.00** ~~\$864,512.00~~ consisting of an amount not to exceed \$411,672.00 from July 1, 2017 through June 30, 2019, and an amount not to exceed **\$473,340.00** ~~\$452,840.00~~ for July 1, 2019 through June 30, 2021, for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of County under this Agreement. Payment will be made quarterly, for work performed.

3. Section 35, “Agreement Documents” of the Agreement is hereby revised as follows with the addition of Exhibit G and Exhibit H incorporated into the Agreement as required by federal funds:

Order of Precedence: This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits

- Exhibit A General Definitions
- Exhibit B Funding Area Descriptions & Program Definitions
- Exhibit C Award
- Exhibit D Special Terms and Conditions
- Exhibit E Additional Terms and Conditions
- Exhibit F Approved Budget Distribution - JCP Plan

Exhibit G Federal Terms and Conditions

Exhibit H Federal Award Identification (Required by 2 CFR 200.331(a))

4. Exhibit C, “Award” of the Agreement is hereby amended as follows:

FUNDING YEARS	FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
2017-2019	JCP Prevention	\$411,672.00		
2019-2021	JCP Prevention	\$452,840.00	\$20,500.00	

5. County represents and certifies that County has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.

6. County shall comply with all federal laws applicable to the County and to the Goods or Services to be provided under the Agreement, including but not limited to: 40 CFR 1506.5(c) related to potential conflicts. Other than the compensation due under the Agreement, County has no financial or other interest in the outcome of the project.
7. County certifies, in accordance with ORS 279A.112, that County has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Agreement, County shall maintain, throughout the duration of this Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the County's policy and practice.

Except as expressly amended above, all other terms and conditions of Agreement are still in full force and effect. County certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Agreement.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

STATE OF OREGON acting by and through its Department of Education

Karen L Hull, Procurement and Contract Specialist

Date

Clackamas County

Authorized Signature

Date

Printed Name

Title

Approved for Legal Sufficiency in accordance with ORS 291.047 – Not applicable

**EXHIBIT G
FEDERAL TERMS AND CONDITIONS**

1. FEDERAL FUNDS

1.1. If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments will will not be made in whole or in part with federal funds.

1.2. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency has determined:

Grantee is a subrecipient Grantee is a contractor Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 16.541 Juvenile Justice and Delinquency Prevention Allocation to States

2. FEDERAL PROVISIONS

2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.

2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.

2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with Appendix II to 2 CFR Part 200 – Grantee is subject to the following provisions, as applicable.

For purposes of these provisions, the following definitions apply:

“Contract” means this Grant or any contract or subgrant funded by this Grant.

“Contractor” and **“Subrecipient”** and **“Non-Federal entity”** mean Grantee or Grantee's contractors or subgrantees, if any.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity

clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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 Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials:

https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=92b159d8a4db712007ed9d36214ee0ec&mc=true&n=pt2.1.200&r=PART&ty=HTML#se2.1.200_1322.

(K) Audits.

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(L) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

**EXHIBIT H
FEDERAL AWARD IDENTIFICATION
(Required by 2 CFR 200.331(a))**

1. Grantee Name: <i>(must match DUNS registration)</i>	Clackamas County
2. Grantee's DUNS:	809790264
3. Grant period of performance start and end dates: <i>(the Grant's Performance Period)</i>	Start: 10/01/2017 End: 09/30/2020
4. Total amount of federal funds obligated by this Grant:	\$20,500.00
5. Total amount of federal funds obligated to Grantee by Agency: <i>(all federal funds, including this Grant, obligated to Grantee during the current state fiscal year (July 1 to June 30))</i>	Not available
Pass-through entity	
(a) Name of pass-through entity:	Oregon Department of Education
(b) Contact information for awarding official of the pass-through entity:	Lillie Gray, Lillie.Gray@ode.state.or.us
Federal award	
(c) Federal Award Identification Number (FAIN):	2017-JF-FX-0053
(d) Federal award date:	09/20/2017
(e) Total amount of federal award committed to the Grantee by the pass-through entity:	\$20,500.00
(f) Federal awarding agency:	U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention
(g) Federal award project description:	OJJDP - Part B Formula award to State
(h) CFDA number and name	16.541 - Juvenile Justice and Delinquency Prevention Allocation to States
CFDA Amount:	Not available
(i) Indirect cost rate:	"Federally-negotiated rate at the time the cost was incurred"
(j) Is award research and development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No