

AGENDA

Thursday, March 17, 2016 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-26

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

II. HOUSING AUTHORITY PUBLIC HEARING

1. Public Hearing on the Proposed 2016-2017 Housing Authority of Clackamas County Annual Plan (Chuck Robbins)

III. HOUSING AUTHORITY CONSENT AGENDA

1. In the Matter of Writing off Uncollectible Accounts for the Third Quarter of Fiscal Year 2016

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

Department of Transportation & Development

1. Approval of the Clackamas County Planning & Zoning Division's Long Range Land Use Planning 2016-2017 Work Program (Mike McCallister, Planning Director)

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

A. Health, Housing & Human Services

1. Approval of an Agency Service Contract with Northwest Family Services for Kindergarten Transition Support Services – *Children, Youth & Families*

2. Approval of a Revenue Agreement with Oregon Department of Education for Medicaid Reimbursement - *Children, Youth & Families*

B. Department of Transportation & Development

1. Approval of Amendment No. 2 to an Intergovernmental Agreement (Metro Grant Agreement No. 931973) with Metro for the Clackamas County Regional Center Way Finding System Project

C. Finance Department

1. Resolution No. _____ Acknowledging Expenditures in Excess of Appropriations for Fiscal Year 2015-2016 and Describing Correction Actions in Accordance with *ORS 297.466*

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office for Modification of the Grant Agreement and Addition of the 2016 Operating and Financial Plan with the US Forest Service Mt. Hood National Forest - *CCSO*

E. Community Corrections

1. Approval of Local Grant Agreement No. JR-15-032 between Clackamas County Community Corrections and Sub-Recipient Children's' Center for Community-Based Victims Services Programs
2. Approval of Local Grant Agreement No. JR-15-032 between Clackamas County Community Corrections and Sub-Recipient Clackamas Women's Services for Community-Based Victims Services Programs

VI. DEVELOPMENT AGENCY

1. Approval of an Access and Parking Easement Agreement between the Clackamas County Development Agency, Clackamas County Sheriff's Office and A4RK, Inc.

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

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

March 17, 2016

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Public Hearing on the Proposed 2016-2017 Housing Authority of
Clackamas County (HACC) Annual Plan

Purpose/Outcomes	A Public Hearing before the Housing Authority Board of Commissioners to review the past performance of the HACC, and to review the Proposed 2016-2017 HACC Annual Plan.
Dollar Amount and Fiscal Impact	\$12,025,000 for Section 8 Voucher funds, \$3,573,850 in Public Housing funds and \$868,000 in Capital Grants Program funds during 2016-2017.
Funding Source	U.S. Department of Housing and Urban Development - No County General Funds are involved.
Safety Impact	N/A
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Previous Board Action	2015-2020 Five-Year Plan approved by the HACC Board on April 2, 2015 – Resolution No. 1909
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Chuck Robbins, Executive Director - (503) 655-8267
Contract No.	N/A

BACKGROUND:

This hearing will satisfy a U.S. Department of Housing and Urban Development (HUD) requirement that the public be given an opportunity annually to review the performance of the Housing Authority of Clackamas County and comment on the goals and objectives of the Annual Plan. The Plan includes HACC’s policy revisions, new activities, updates, HACC’s progress report, and HACC’s statement of Capital Improvements.

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

Capital Grants Program funds are granted by HUD for the development, modernization, and management of Public Housing. Through the submission of the Annual Plan, HACC is applying for and seeking Capital Funds in the amount of \$868,000 for 2016-2017.

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

- The Annual Plan was developed in consultation with the Resident Advisory Board (RAB).
- The RAB is made up of residents from Public Housing and Section 8 programs. The RAB met on January 14th, 2016 to review the Plan.
- HACC published a public notice opening the Annual Plan for public review and comments from January 23rd, 2016 through March 8th, 2016.

- The Plan was available at the HACC Administrative Office, HACC Property Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website.

The Public Hearing will consist of three parts:

- 1) A review of the past performance of the Housing Authority of Clackamas County;
- 2) A review of the Proposed 2016-2017 Annual Plan; and
- 3) An open discussion period during which citizens may testify on the plan or HACC's programs and actions.

RECOMMENDATION:

Staff recommends that the HACC Board take the following actions:

- 1) Hold a Public Hearing to review past performance of the Housing Authority of Clackamas County and to review the proposed 2016-2017 Annual Plan;
- 2) Direct Housing Authority staff to make any changes necessary as a result of the Board's consideration of testimony to the Proposed Plan, and prepare for Board approval of the Final 2016-2017 Annual Plan; and
- 3) Place approval of the 2016-2017 Annual Plan on the HACC Board consent agenda for adoption at a special meeting scheduled for March 31, 2016.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Housing Authority of Clackamas County (HACC)



2016-2017 Annual Plan

Effective Dates upon HUD Approval:

July 1st, 2016-June 30th 2017

Housing Authority of Clackamas County (HACC)

2016-2017 Annual Plan

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

Applicability. Form HUD-50075-ST is to be completed annually by **STANDARD PHAs or TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A. PHA Information.					
A.1	PHA Name: <u>Housing Authority of Clackamas County</u> PHA Code: <u>OR001</u> PHA Type: <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/01/2016</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>545</u> Number of Housing Choice Vouchers (HCVs) <u>1,651</u> Total Combined Units/Vouchers <u>2,196</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission Availability of Information. PHAs must have the elements listed below in sections B and C readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. <input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)				
	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program
					PH
					HCV
	Lead PHA:				

B.	Annual Plan Elements
B.1	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA?</p> <p>Y N</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs (See Attachment C)</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Grievance Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Community Service and Self-Sufficiency Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Safety and Crime Prevention.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Pet Policy.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Asset Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation (need to define) (See Attachment E).</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):</p> <p>(c) The PHA must submit its Deconcentration Policy for Field Office review (See Attachment D).</p> <p>Identify the specific location(s) where the public may obtain copies of the Annual PHA Plan.</p> <ol style="list-style-type: none"> 1) Housing Authority Administrative Office, 13930 S Gain Street, Oregon City, OR 97045 2) Housing Authority Clackamas Heights Property Management Office, 13900 S Gain Street, Oregon City, OR 97045 3) Housing Authority Hillside Property Management Office, 2889 Hillside Court, Milwaukie, OR 97222 4) Housing Authority Website: http://www.clackamas.us/hacc under Plans and Reports 5) Clackamas County Public Library located at 16201 S.E. McLoughlin, Oak Grove, OR 97222
B.2	<p>New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Demolition and/or Disposition.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Designated Housing for Elderly and/or Disabled Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Tenant-Based Assistance.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Over-Income Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Police Officers.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Non-Smoking Policies.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Project-Based Vouchers.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p>HACC General updates</p> <ul style="list-style-type: none"> • HACC (Housing Authority of Clackamas County) issued a RFP for housing development in FY2015. HACC awarded 21 Project Based Vouchers, \$1,300,000 in disposition funds and \$1,500,000 in Community Development Home Funds on December 18, 2014, to Town Center Greens (owned by Central City Concern) for the development of 60 Supportive Housing units. The project should be completed by August 2016. • HACC has completed a Green Physical Needs Assessment (PNA) of its Public Housing units. • Created a Housing Advisory Board (HAB). Responsibilities include consideration of community affordable housing needs, identification and recommendations on uses of resources and development programs. • HACC is considering use of HUD's Rental Assistance Demonstration program for the modernization, redevelopment and possible sale of public housing units. If RAD results in the development of new affordable housing HAAC has proposed the following strategic objectives: 1) Long term physical and financial sustainability of HACC; 2) 4 to 1 replacement when development results in loss of public housing units; 3) Minimize relocation costs; 4) Improve living conditions at the same rent; 5) Develop housing that increases access to community services; 6) Decentralization of affordable housing; 7) Increase the number of units available to households at or below 30% of Area Median Income

	<p>HUD has finalized a new rule regarding the development of an Affirmative Fair Housing plan. HACC is working with the County to develop a plan for the 2017-2021 program years. To be in full compliance with the regulations HACC is also considering aligning its 5-Year Plan with the County's 5-Year Consolidated Plan. This would result in HACC preparing a new 5-Year plan next year.</p> <ul style="list-style-type: none"> The Housing Authority of Clackamas County was awarded \$100,000 by the Clackamas County Community Development HOME Program to operate a Tenant Based Rental Assistance Program that offers temporary rent assistance to families that are enrolled in the Reboot NW Program or for families who have Section 8 rental assistance and need Emergency Natural Disaster Deposit Assistance. This program is projected to assist ten (10) families over a 12 month period. <p>Mixed Finance Modernization or Development</p> <ul style="list-style-type: none"> HACC anticipates continuing its efforts to identify Mixed Finance Modernization or Development opportunities which could include the Rental Assistance Demonstration (RAD) program, and a combination of public housing and Project Based Section 8/Low Income Housing Tax Credit (LIHTC) units. <p>Designated Housing for Elderly & Disabled</p> <ul style="list-style-type: none"> HACC plans to issue a Request for Proposal for housing for disabled veterans. <p>Conversion of Public Housing to Project-Based Assistance under RAD</p> <ul style="list-style-type: none"> HACC anticipates continuing its efforts to identify Mixed Finance Modernization or Development opportunities which could include the Rental Assistance Demonstration (RAD) program, and a combination of public housing, Project-Based Section 8/Low Income Housing Tax Credit (LIHTC) units. HACC will explore opportunities to expend the remaining disposition funds for the development of additional affordable housing utilizing the RAD program. <p>Project-Based Vouchers</p> <ul style="list-style-type: none"> HACC will advertise a Request for Proposal for new affordable housing development that will include project based vouchers. <p>Units with Approved Vacancies for Modernization</p> <ul style="list-style-type: none"> HACC will continue to request approval for vacancies to allow time to repair and modernize its Public Housing units, as needed.
<p>B.3</p>	<p>Civil Rights Certification.</p> <p>Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p>B.4</p>	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<p>B.5</p>	<p>Progress Report.</p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.</p> <p>HACC's Mission: The Housing Authority of Clackamas County's (HACC's) mission is to provide affordable, safe, decent and sanitary housing opportunities in a fiscally responsible manner to low-income people in Clackamas County.</p> <p>PHA Goal 1: Expand the supply of assisted housing. We have applied for additional rent vouchers, reduced Public Housing vacancies, applied for grants attempting to leverage private funds for additional housing opportunities. We are in the process of acquiring land to develop affordable housing</p> <p>PHA Goal 2: Improve the quality of assisted housing. Maintained high performer status in public housing management, improved our lobby environment, improved specific management functions related to geographic inspections, self-certification of repairs, photos of inspections, paperless scanning and attaching of documents, and modernized public housing units. HACC completed a Green Physical Needs Assessment to determine the long term physical and economic sustainability of its Public Housing stock. Reestablished monthly meetings and resident activities through the Resident Association at Hillside Manor. Improved security by installing modern surveillance equipment and procured security patrols at Hillside Manor. Collaborated with Public Health division of Clackamas County to provide on-site Public Health Nurse to meet the health care of Hillside residents, ultimately reducing the number of emergency room visits by Hillside residents.</p> <p>PHA Goal 3: Increase assisted housing choices. Provided clients with mobility toolkit and counseling, conducted outreach efforts and training to potential voucher landlords, worked with Fair Housing Council, increased voucher payment standards, converted public housing disposition funds to vouchers through development projects.</p> <p>PHA Goal 4: Improve community quality of life and economic vitality by providing improved living environment.</p>

	<p>Implement measures to de-concentrate poverty by bringing higher income public housing households into lower income developments, review projects and census tracts to show that a concentration of poverty exists, encourage income mixing in public housing by assuring access for lower income families into higher income developments, develop stronger working relationships with service providers who assist our residents who are elderly and/or disabled, continue to review and implement public housing security improvements, designate buildings for particular resident groups (elderly, persons with disabilities), and attract social services for youth to succeed in school. HACC has continued to work closely with the workforce board on several pilot projects aimed at engaging Public Housing and Section 8 participants in workforce programs that train and certify clients in gainful employment and help them become self-sufficient.</p> <p>PHA Goal 5: Promote self-sufficiency and asset development of families and individuals. Increased the number and percentage of employed persons in assisted families, attract supportive services to improve assistance recipients' employability, attract supportive services to increase independence for the elderly or families with disabilities, develop a strategy and protocol for cross training of staff members to ensure both public housing and Section 8 staff availability to provide the highest level of service to the clients we serve and the general public.</p> <p>The ROSS Service Coordination Program works to support Housing Authority of Clackamas County Public Housing residents in reaching their employment, education, wellness and self-sufficiency goals. The Program accomplishes this by collaborating with multiple service providers such as Public Health, Behavioral Health, Supportive Employment Programs, the Oregon Food Bank, Social Services, and Asset Building Initiatives. The ROSS Service Coordinator then utilizes these collaborations in effective case management to connect residents with resources and opportunities in the community.</p> <p>PHA Goal 6: Ensure Equal Opportunity and affirmatively further fair housing. Implemented affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability, implemented affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability, and implemented affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.</p>
<p>B.6</p>	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan? Y N <input type="checkbox"/> <input type="checkbox"/></p> <p>(c) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
<p>B.7</p>	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p>B.8</p>	<p>Troubled PHA.</p> <p>(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place? Y N N/A <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<p>C.</p>	<p>Statement of Capital Improvements. Required for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</p>
<p>C.1</p>	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.</p> <p>See HUD Form 50075.2 approved by HUD on June 10, 2015. See Attachment F for Statement of Capital Improvements.</p>

Instructions for Preparation of Form HUD-50075-ST Annual PHA Plan for Standard and Troubled PHAs

A. PHA Information. All PHAs must complete this section.

A.1 Include the full **PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning (MM/YYYY), PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type,** and the **Availability of Information,** specific location(s) of all information relevant to the public hearing and proposed PHA Plan. ([24 CFR §903.23\(4\)\(e\)](#))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

B. Annual Plan. All PHAs must complete this section.

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.” ([24 CFR §903.7](#))

Statement of Housing Needs and Strategy for Addressing Housing Needs. Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ([24 CFR §903.7\(a\)\(1\)](#)) Provide a description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. ([24 CFR §903.7\(a\)\(2\)\(ii\)](#))

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see [24 CFR 903.2](#). ([24 CFR §903.23\(b\)](#)) Describe the PHA’s admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA’s policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. ([24 CFR §903.7\(b\)](#)) Describe the PHA’s procedures for maintain waiting lists for admission to public housing and address any site-based waiting lists. ([24 CFR §903.7\(b\)](#)). A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. ([24 CFR §903.7\(b\)](#)) Describe the unit assignment policies for public housing. ([24 CFR §903.7\(b\)](#))

Financial Resources. A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. ([24 CFR §903.7\(c\)](#))

Rent Determination. A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. ([24 CFR §903.7\(d\)](#))

Operation and Management. A statement of the rules, standards, and policies of the PHA governing maintenance and management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA. ([24 CFR §903.7\(e\)](#))

Grievance Procedures. A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants. ([24 CFR §903.7\(f\)](#))

Homeownership Programs. A description of any Section 5h, Section 32, Section 8y, or HOPE I public housing or Housing Choice Voucher (HCV) homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. ([24 CFR §903.7\(k\)](#))

Community Service and Self Sufficiency Programs. Describe how the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. ([24 CFR §903.7\(l\)](#)) A description of: **1)** Any programs relating to services and amenities provided or offered to assisted families; and **2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS. ([24 CFR §903.7\(l\)](#))

Safety and Crime Prevention. Describe the PHA’s plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must provide development-by-development or jurisdiction wide-basis: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities. ([24 CFR §903.7\(m\)](#)) A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. ([24 CFR §903.7\(m\)\(5\)](#))

Pet Policy. Describe the PHA’s policies and requirements pertaining to the ownership of pets in public housing. ([24 CFR §903.7\(n\)](#))

Asset Management. State how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory. ([24 CFR §903.7\(q\)](#))

Substantial Deviation. PHA must provide its criteria for determining a “substantial deviation” to its 5-Year Plan. ([24 CFR §903.7\(r\)\(2\)\(i\)](#))

Significant Amendment/Modification. PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan. Should the PHA fail to define ‘significant amendment/modification’, HUD will consider the following to be ‘significant amendments or modifications’: a) changes to rent or admissions policies or organization of the waiting list; b) additions of non-emergency CFP work items (items not included in the current CFP Annual Statement or CFP 5-Year Action Plan) or change in use of replacement reserve funds under the Capital Fund; or c) any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. See guidance on HUD’s website at: [Notice PIH 1999-51. \(24 CFR §903.7\(r\)\(2\)\(ii\)\)](#)

If any boxes are marked “yes”, describe the revision(s) to those element(s) in the space provided.

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements in the current Fiscal Year, mark “yes” for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark “no.”

Hope VI or Choice Neighborhoods. **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Choice Neighborhoods; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI or Choice Neighborhoods is a separate process. See guidance on HUD’s website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

Mixed Finance Modernization or Development. **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD’s website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

Demolition and/or Disposition. Describe any public housing projects owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA’s last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD’s website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

Designated Housing for Elderly and Disabled Families. Describe any public housing projects owned, assisted or operated by the PHA (or portions thereof), in the upcoming fiscal year, that the PHA has continually operated as, has designated, or will apply for designation for occupancy by elderly and/or disabled families only. Include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected. **Note:** The application and approval process for such designations is separate from the PHA Plan process, and PHA Plan approval does not constitute HUD approval of any designation. (24 CFR §903.7(i)(C))

Conversion of Public Housing. Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD’s website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. (24 CFR §903.7(j))

Conversion of Public Housing. Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to project-based assistance under RAD. See additional guidance on HUD’s website at: [Notice PIH 2012-32](#)

Occupancy by Over-Income Families. A PHA that owns or operates fewer than two hundred fifty (250) public housing units, may lease a unit in a public housing development to an over-income family (a family whose annual income exceeds the limit for a low income family at the time of initial occupancy), if all the following conditions are satisfied: (1) There are no eligible low income families on the PHA waiting list or applying for public housing assistance when the unit is leased to an over-income family; (2) The PHA has publicized availability of the unit for rental to eligible low income families, including publishing public notice of such availability in a newspaper of general circulation in the jurisdiction at least thirty days before offering the unit to an over-income family; (3) The over-income family rents the unit on a month-to-month basis for a rent that is not less than the PHA’s cost to operate the unit; (4) The lease to the over-income family provides that the family agrees to vacate the unit when needed for rental to an eligible family; and (5) The PHA gives the over-income family at least thirty days notice to vacate the unit when the unit is needed for rental to an eligible family. The PHA may incorporate information on occupancy by over-income families into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD’s website at: [Notice PIH 2011-7. \(24 CFR 960.503\)](#) (24 CFR 903.7(b))

Occupancy by Police Officers. The PHA may allow police officers who would not otherwise be eligible for occupancy in public housing, to reside in a public housing dwelling unit. The PHA must include the number and location of the units to be occupied by police officers, and the terms and conditions of their tenancies; and a statement that such occupancy is needed to increase security for public housing residents. A “police officer” means a person determined by the PHA to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify. The PHA may incorporate information on occupancy by police officers into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD’s website at: [Notice PIH 2011-7. \(24 CFR 960.505\)](#) (24 CFR 903.7(b))

Non-Smoking Policies. The PHA may implement non-smoking policies in its public housing program and incorporate this into its PHA Plan statement of operation and management and the rules and standards that will apply to its projects. See additional guidance on HUD’s website at: [Notice PIH 2009-21. \(24 CFR §903.7\(e\)\)](#)

Project-Based Vouchers. Describe any plans to use Housing Choice Vouchers (HCVs) for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 983.57(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan. (24 CFR §903.7(b))

Units with Approved Vacancies for Modernization. The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with [24 CFR §990.145\(a\)\(1\)](#).

Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

For all activities that the PHA plans to undertake in the current Fiscal Year, provide a description of the activity in the space provided.

B.3 Civil Rights Certification. Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. ([24 CFR §903.7\(o\)](#))

B.4 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. ([24 CFR §903.7\(p\)](#))

B.5 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. ([24 CFR §903.7\(r\)\(1\)](#))

B.6 Resident Advisory Board (RAB) comments. If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. ([24 CFR §903.13\(c\)](#), [24 CFR §903.19](#))

B.7 Certification by State or Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. ([24 CFR §903.15](#)). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

B.8 Troubled PHA. If the PHA is designated troubled, and has a current MOA, improvement plan, or recovery plan in place, mark "yes," and describe that plan. If the PHA is troubled, but does not have any of these items, mark "no." If the PHA is not troubled, mark "N/A." ([24 CFR §903.9](#))

C. Statement of Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. ([24 CFR 903.7\(g\)](#))

C.1 Capital Improvements. In order to comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan. PHAs can reference the form by including the following language in Section C. 8.0 of the PHA Plan Template: "See HUD Form- 50075.2 approved by HUD on XX/XX/XXXX."

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan.

Public reporting burden for this information collection is estimated to average 9.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

ATTACHMENT A

Summary of Housing Choice Voucher Administrative Plan Policy Changes: FY July 1, 2016

	New Policy	Explanation of Proposed New Policy Language	Chapter
1	TEMPORARY ADDENDUM May 26, 2015	<i>HUD issued Notice PIH 2013-03, allowing the PHA to adopted: 1. Allow households to self-certify assets of \$5,000 or less. 2. Allow PHAs to establish a payment standard of not more than 120 percent of the fair market rent (FMR) without HUD approval as a reasonable accommodation. This waiver was approved by HUD on May 26, 2015 and anticipate seeking a renewal before its expiration on March 31, 2016</i>	Chapter Addendum
2	Orientations will be available On-Line	<i>Briefings also referred to as Orientations will be conducted in group meetings or may be done through an on-line training.</i>	Chapter 5
3	Briefing Materials available On-Line as well as in class.	<i>To eliminate waste and copying costs, all the required briefing packet items will be made available and discussed during group briefings and on-line. It is the client's choice which items they will choose to take home or get on-line. However a packet containing the following basic materials will be given directly to each client to take home: Voucher, Request for Tenancy Approval, Tenant Rent and Subsidy Worksheet, Utility Allowance Chart, Determination of Housing Assistance Payments, and Payment Standard chart.</i>	Chapter 5
4	Remove \$50 Minimum Rent for VASH	<i>HACC will not impose the minimum rent for VASH clients.</i>	Chapter 6 6-35
5	TBRA Added	<i>Temporary Rent Assistance (TBRA) with HOME funds added and has a \$10 minimum rent requirement and must be referred by WorkSource as part of the ReBoot Program. No more than 10 families and not to exceed 12 months/24 months</i>	Special Chapter 18 Added
6	Portability Changes in Regulations	<i>Regulatory Changes required of Chapter 10: Resident friendly changes include: Transfers granted 30 extra days to search regardless of voucher expiration date from the Housing Authority they are leaving. Families wanting to transfer but cannot figure out where to send their voucher should be assisted by the Housing Authority to find the proper place to send it. Families are given "tolling time" when the unit they thought would work does not end up working out.</i>	Chapter 10

7	Tenant shall select lease option of lowest cost or pay the difference out of pocket.	<p><i>If a family is offered a range of rents, HACC is seeking to require the family to choose the lowest cost option (usually the longest term option as well) to keep our costs low. Clients who choose a higher rent option (month to month) would have to pay out of pocket the difference between the lowest option and the highest option.</i></p> <p><i>Example:</i></p> <p><i>rent offered for month to month lease \$600</i></p> <p><i>rent offered for 12 month lease is only \$550</i></p> <p><i>Tenant chooses month to month lease. Tenant would have to pay full \$50 difference plus their normal portion of the rent.</i></p>	Chapter 8 8-14
9	Prorated Families cannot move into units that require they pay more than 80% of income on rent.	<i>Immigrant families that cannot be fully assisted with rent are protected this way from leasing in units that will eventually lead to an eviction as they would be unable to maintain their housing and cover basic needs.</i>	Chapter 6
10	Zero Income Families required quarterly reporting.	<i>In an effort to connect families with zero income with resources and opportunities, we are proposing to require these families to meet with their Occupancy Specialist quarterly and report on how they are getting by with zero income. This time will be used by our staff to show clients WorkSource and other resources available and assist them in seeking to improve their situation. This also is a tool for deterring any fraudulent unreported income sources. Failure to comply could lead to termination of assistance.</i>	Chapter 11 11-7
13	Add Veteran Preference	<i>Preference for all military families that can prove they have served in active duty, are facing homelessness (either had a period of homelessness or facing eviction), and are very low income.</i>	Chapter 4 4-8
14	Add Chronically Homeless Preference	<i>To aide in ending homelessness, HACC is seeking to add a preference for those families designated to meet HUD's definition of Chronically Homeless.</i>	Chapter 4 4-8
15	Add Changes to Shelter Plus Care Regulations	<i>Adding Chapter 18 to Administrative Plan to better identify the different policies and regulations governing the Continuum of Care funded Shelter Plus Care Program that was previously using and relying on the Section 8 Housing Choice Voucher Policies. Major difference is the Housing First Model is to be used.</i>	Chapter 18
16	Remove Preference for Shelter Plus Care Graduates	<i>Shelter Plus Care families will no longer be given regular Section 8 vouchers and will be maintained in the Shelter Plus Care program for as long as needed.</i>	Chapter 4 4-8
17	Add Preference	<i>Allow VASH families to graduate to regular Section 8 vouchers when no longer needing Veteran Administrative Case Management to allow for the VASH vouchers to be freed up for new families to enter the program as needed.</i>	Chapter 4 4-8

		<p>3) The addendums in this lease have been designed to provide residents with easier reference to common health and safety hazards that anyone can experience in rental housing. The addendums are as follows:</p> <ul style="list-style-type: none"> i) HACC Community Rules: This addendum clearly explains rules for behavior, maintenance, alterations or any other basic feature of a housing unit or housing community. ii) Pets: This addendum more clearly describes the requirements for owning a pet within public housing. iii) Pest Control: This addendum is intended to promote the reporting of pest infestation to avoid costly pest removal charges. iv) Safety Addendum: This addendum addresses common safety hazards caused by negligence of a resident. v) Mold and Mildew: This addendum provides value guidance on reducing mold in housing. vi) Rules for Parking: Self explanatory vii) Wading Pool Rules: This addendum is to emphasize pool safety and is an augmentation of the Safety Addendum noted above. viii) Grilling and Fire Safety Rules: This addendum addresses the common fire hazards that residents should be aware of. 	<p>Addendum A</p> <p>Addendum B</p> <p>Addendum C</p> <p>Addendum D</p> <p>Addendum E</p> <p>Addendum F</p> <p>Addendum G</p> <p>Addendum H</p>
		<p>Changes to Pet Policy: The language listed below will be added to the ACOP. The Addendum of the lease covers all pet issues listed in the ACOP except for the language below which should be added to the ACOP in the sections noted to right.</p> <p>Under Pet Restrictions replace: “Dogs of the Pit Bull, Rottweiler, Chow, Doberman Pincher or Boxer Breeds” with “<i>Species of dogs not permitted as pets: German Shepherd, Rottweiler, Doberman Pinscher, Pit Bull,</i></p>	<p>ACOP 10.II.C Pet Restrictions page 8</p>

		<p><i>Chow, Spitz; a mix of these breeds; dogs trained to attack; or others, as HACC may determine”</i></p> <p>Under Pet Restrictions insert: ” <i>Cat</i> <i>Maximum number - one (1)</i> <i>Maximum adult weight - under 25 pounds or under 20” high, head to floor</i> <i>Must be spayed or neutered. HACC will not approve a cat (kitten) which is too young to be spayed or neutered.</i> <i>Must have all required inoculations.</i> <i>Must be trained to use a litter box or other waste receptacle</i> <i>Must be currently licensed at all times per State law or local ordinance.</i></p> <p><i>c. Fish (20 gallon tank maximum)</i> <i>d. Bird</i> <i>e. Lizard (under 12 inches in length when full grown)</i> <i>f. Turtle</i> <i>g Others, as otherwise determined appropriate by HACC.</i></p> <p>Insert under number of pets: <i>A Resident agrees to keep no more than one cat <u>or</u> one dog. Resident may own 3 birds (as under prior agreement) or Resident may keep a <u>maximum of 2</u> other small animals. For instance: 2 turtles, <u>or</u> 1 combination set such as 1 lizard and 1 turtle, etc.”</i></p> <p>PART I: ASSISTANCE ANIMALS - OVERVIEW:</p> <p>Language in new lease mirrors language in ACOP regarding Service, Assistive and Companion Animals.</p>	<p>ACOP 10.II.C Pet Restrictions page 8</p> <p>ACOP 10-I.A</p>
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ATTACHMENT B

PUBLIC HOUSING LEASE

**HOUSING AUTHORITY OF CLACKAMAS
COUNTY**

**13900 GAIN STREET
OREGON CITY, OR 97045**

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**THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON
PUBLIC HOUSING LEASE**

This lease is made by and between the Housing Authority of Clackamas County, Oregon (referred to in the Lease as “The HACC”) and the Tenant and any Co-Tenant named on page 1 (referred to as the “Tenant”). The HACC leases to the Tenant and the Tenant leases from the HACC the dwelling unit identified below, subject to the following terms and condition.

**THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON
PUBLIC HOUSING LEASE**

This Lease is made by and between The Housing Authority of Clackamas County, Oregon (referred to in this Lease as “the Tenant”). The HACC leases to the Tenant and the Tenant leases from the HACC the dwelling unit identified below, subject to the following terms and conditions.

Tenant		Unit ID#	
Co-Tenant		# of Bedrooms	
Unit Address			
Monthly Rent \$		Lease Effective Date	
Annual Reexam Month			
HOUSEHOLD COMPOSITION		RELATIONSHIP TO TENANT	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
SECURITY DEPOSIT \$			

UTILITIES FURNISHED	BY HACC	BY TENANT	TYPE OF FUEL
HEAT	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRIC
HOT WATER	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRIC
COOKING FUEL	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRIC
ELECTRICITY	<input type="checkbox"/>	<input type="checkbox"/>	

GENERAL PROVISIONS and DEFINITIONS

- A. THE HACC. The HACC is a Housing Authority created pursuant to the Oregon Housing Authorities Law. The HACC owns and operates certain dwelling units for low-income persons pursuant to Oregon Law and receives financial assistance for the ownership of these dwelling units from the Unites States Department of Housing and Urban Development. The HACC’s central office is at 13930 S. Gain Street, Oregon City, Oregon 97045-1284
- B. THE MANAGER. The name and address of the person authorized to manage the dwelling unit and the person authorized to act for an on behalf of the owner for the purpose of services of process and

receiving and receipting for notices and demands is Executive Director, or his designee. Property office locations and contact information: Clackamas Heights, Oregon City View Manor and Scattered sites is; 13900 South Gain Street, Oregon City, Oregon 97045-1284; P. O. Box 1510, Oregon City, Oregon 97045; (503) 650-3128; TDD (503) 655- 8639; FAX: (503) 650-3538. Hillside Manor and Hillside Court, 2889 Hillside Court, Milwaukie, OR 97222; (503) 794-8089; FAX 503-794-8070

- B. **THE TENANT or RESIDENT.** The tenant, and any Co-Tenant name on page 1, is a low-income person whose application for tenancy in one of the HACC's dwelling units has been approved and with whom a Lease had been executed. The obligations of the Tenant and Co-Tenant are joint and several. Each person is both individually and jointly responsible for compliance with the terms and conditions of this Lease. Tenant and Resident shall mean the same within the terms and provisions within this lease.
- C. **THE TENANT'S REPRESENTATIONS.** The Tenant represents as true the information given to the HACC during the application process resulting in this Lease. The HACC relies on those representations in determining the Tenants' eligibility for lease of the dwelling unit, the amount of the rent payment and the dwelling unit size. If the Tenant misrepresents any material fact, the HACC may, in addition to other legal remedies, terminate this Lease in accordance with Section 12 herein and requires the Tenant to pay all rent amounts that accumulated between the date of execution of this Lease and the date of termination of this Lease that remain unpaid.
- D. **LEASE LANGUAGE.** This Lease is written in the singular number and masculine gender, but is intended to apply to all individuals with responsibilities under this Lease regardless of their number or sex. If the context so requires, masculine pronouns shall be taken to mean and include the feminine, and singular pronouns shall be taken to mean and include the plural.
- E. **DWELLING UNIT, PREMISES, PROJECT.** In this Lease, the term "dwelling unit" refers to the dwelling identified by the address on page 1. The term "premises" means all areas assigned to the Tenant including the dwelling unit. The term "project" means the real property owned by the HACC in which the Tenant's dwelling unit and premises are located including the Dwelling unit and premises, HACC buildings, facilities, common areas and curtilage. The HACC retains control over any and all common areas of the project for the purposes of enforcing state trespassing laws.
- F. **Admissions and Continued Occupancy Policy (ACOP).** In this lease ACOP policies provide additional guidance where applicable. Wherein any provisions of this lease require additional clarification or interpretation the policies and provisions in the ACOP shall apply.

1. LEASE TERM AND MOVE IN/OUT

- A. **Lease term and renewal.** This lease has a twelve-month term and shall terminate on the expiration date stated above. Following the expiration date of this lease for any units with public housing subsidy, the lease will automatically renew for successive terms of one year, with all conditions, rules and regulations continuing.
- B. **Move in/move out inspection.** Prior to move-in, Landlord and Resident shall inspect the dwelling unit and complete a written statement of the condition of the dwelling unit and all fixtures and furnishings. The Resident and the Landlord shall sign this statement, and a copy will be kept in the Resident's file. At the end of tenancy, after Resident vacates, Landlord will inspect the dwelling unit and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident may join in such inspection.

2. PAYMENTS, CHARGES, DEPOSITS, AND FEES.

All Residents are jointly and severally responsible for all amounts due under this Lease and any damage caused to the dwelling unit or common area by the Resident, any occupant of the unit or any guests.

- A. **Rent amount and payment.**

- (1) Resident-paid rent at the beginning of the lease term is indicated on page 1 of this agreement. The amount of Resident-paid rent will be adjusted at such times and in the manner required under the regulations applicable to the housing occupied by Resident. Rent is due and payable, without demand or billing, in advance on the first of the month and must be paid on time.
- (2) Unpaid rent becomes delinquent after the 8th day of the month in which it is due. A late fee of \$50.00 will be imposed. Partial payments and rental payments for more than the monthly rental amount will not be accepted without prior written Landlord approval. Landlord will not accept cash payments or payment in any form from a third party individual unless approved in advance by Landlord in writing. If a personal check payment made from the Resident's bank account is returned due to insufficient funds an "NSF" fee of \$35.00 will be imposed in all situations where a late fee is not applicable. If a second personal check payment is returned due to insufficient funds, personal checks payments will no longer be accepted, and Resident will be required to make all future payments with cashier's check or money order.
- (3) The Tenant shall pay rent by the first class mail addressed to the HACC at P.O. Box 1510, Oregon City, OR 97045.
- (4) If Resident has an active termination of tenancy notice, Landlord, at their option, will not accept payment from the Resident unless the termination of tenancy notice is remedied. If Resident remedies the termination notice, Resident will be immediately responsible for all back rent and past due amounts that were previously pending due to proposed termination.
- (5) Minimum Rent – Minimum rent shall be set at \$50.00 per household per month. Households may request a waiver of minimum rent. Approval of waiver of minimum rent all waivers will be reviewed by the asset manager or his/her designee.

B. Retroactive rent charges. If the Resident fails to report the facts upon which the rent is based so that the rent received is less than what should be paid, upon the first instance of such failure an increase in rent may be made retroactive to the appropriate date, and the total amount becomes due and payable immediately upon written notice to resident. A repeat instance of failure to report such facts, or any misrepresentation of such facts, shall be cause for termination of this lease, regardless of successful payment of retroactive amounts due. Unreported income or household composition changes may result in termination of this lease.

C. Resident overpayment. Resident agrees that should it be determined at a future date that the Resident's rent amount results in an overpayment to the Landlord; any such overpayments shall be considered a loan from said Resident and shall be repaid to the Tenant by the Landlord without interest. The overpayment shall not be considered a partial rent payment and will not be treated as such.

D. Non-payment of rent notice. Commencing no sooner than on the eighth day of the rental period, the Landlord may give a 14-day written notice of nonpayment and the Landlord's intention to terminate this Agreement if the rent is not paid within that period.

E. Charges. Charges, other than rent, for late fees, damages caused by Resident or any member of the household or a guest, excess garbage charges, yard maintenance charges, "NSF" fees, excessive utility usage and other reasonable charges, are due and payable within 15 days of delivery of written notice of charges to the Resident. Maintenance and repair charges are determined by adding the cost of required labor and materials. Additional information about such charges may be obtained by contacting the Landlord.

F. Smoke damage. The dwelling unit is located in a non-smoking building. Designating buildings as "non-smoking" shall in no way limit the amount or type of damage or cleaning charged to the Resident due to smoke damage at the end of their tenancy.

G. Security deposit. Security deposits may be deposited into an interest bearing account. All interest shall accrue to the benefit of Landlord. No interest will be paid to Resident on security deposits. All refundable deposits, however designated, may be used to offset any damage, unusual wear and tear, or unpaid accounts. A statement explaining the disposition of the security deposit, remaining balance, additional charges, and/or refund will be mailed to the Resident's last known address within the timeframe required by law, currently 31 days after termination of the tenancy and delivery of possession. If actual charges are unknown at the time of mailing, estimates will be used. Landlord may revise charges to reflect actual charges once they are known. Any security deposit received from multiple Residents shall be refunded only when the last Resident vacates the unit and terminates his/her tenancy. If eligible for a refund, the security deposit refund will be issued payable to all Residents. Tenant agrees to provide a forwarding address to the HACC upon submission of their 30 day written notice to vacate their residence.

3. RESIDENT OCCUPANCY AND USE. The dwelling unit will be used only for the primary residence of persons listed on the Lease. The Resident shall have the right to exclusive use and occupancy of the leased dwelling unit. Resident must use the dwelling unit solely as a private dwelling and may not use or permit its use for any other purpose. Other responsibilities include:

A. Authorized occupants. Only Authorized Occupants listed on this Agreement may occupy the premises. Additional occupants must be approved in writing by management in advance and are subject to full screening and qualification procedures. Resident also may not assign the lease or sublease the dwelling unit.

B. Guests. Persons other than those specifically listed on this Agreement shall be strictly prohibited from staying in the rental unit for more than seven (7) consecutive days, or a total of twenty-one (21) days in any twelve-month period without the prior written consent of the Landlord. For purposes of this section, "staying in the rental unit" means presence on the premises for a substantial amount of time, whether during the day or overnight, and shall include, but is not limited to, long-term or regular House guests, live-in baby sitters, visiting relatives, etc. Additionally, Resident may not provide accommodations for boarders or lodgers regardless of length of stay.

C. Excluded persons. If Landlord or the Landlord's designee or agent excludes a person from the common areas, Resident may not invite that person onto the property, either in their unit or the common areas. Landlord and any person designated by the Landlord retains control over any common areas of the premises for the purposes of enforcing state trespass laws and shall be the "person in charge" for that purpose as that phrase is defined in ORS 164.205(5).

D. Extended absence. Resident agrees to notify the Landlord of any absence in excess of seven (7) days no later than the first day of absence. Resident gives up their right to occupancy after an extended absence from the unit of longer than 30 continuous days. Landlord may initiate action to terminate tenancy in response to an extended absence of the unit by any persons listed on this Agreement. Exceptions may be allowed for extenuating circumstances with prior written permission from Landlord. Note, additional exceptions and special conditions regarding extended absences are discussed in the HACC ACOP.

E. Size and Special Feature of Dwellings. Resident understands that if the number of household members should increase or decrease so that household size is in conflict with occupancy criteria established for this dwelling unit community, or if the unit contains accessibility features that no member of the household currently needs, the household will be required to move to the appropriate size or type of unit within 30 days' notice of such unit being available or will be required to move from the Property.

4. **RESIDENT AND GUEST BEHAVIOR.** Resident shall be responsible for the behavior of all household members, guests, and other persons on the premises with consent of the resident.
- A. **Criminal activity.** Resident shall ensure that Resident, any member of the household, guest or other person under the Resident's control shall not engage in any criminal activity or drug related activity on or off the premises. The use, possession, manufacture or distribution of illegal substances either on or in the vicinity of the premises is strictly prohibited. If any occupant commits or is convicted of a crime during the tenancy that would constitute grounds for denial of tenancy under Landlord's then current rental criteria, this is also grounds for termination of tenancy.
 - B. **Disturbing the peace.** Resident and members of the household shall behave and require other persons on the premises with the consent of the Resident or members of the household to behave in a manner that will not disturb the peaceful enjoyment of the premises by neighbors and is conducive to maintaining the premises in a decent, safe and sanitary condition.
 - C. **Other harmful behavior.** Resident's household members, guests, and other persons on the premises with consent of the resident shall not act or speak in an abusive, intimidating or threatening manner toward other residents, neighbors, or representatives including employees of the Landlord nor behave in such a manner as may cause damage to the premises, create unsafe conditions, interfere with access, intimidate or threaten others, or otherwise interfere with the peaceful enjoyment of other residents or their guests.
 - D. **Community rules.** Resident, all occupants, and guests must abide by necessary and reasonable Community Rules promulgated by the Landlord for the benefit and well-being of the property, residents, homeowners, and neighbors. All such rules are incorporated by reference into this Agreement and are posted in the community office and/or common areas and included addendum A of this lease.
 - E. **Duty to report behavior problems.** Resident agrees to notify Landlord immediately, or as promptly thereafter as reasonable safety concerns will permit, when a guest or other visitor to Resident's household cannot be controlled by the tenant and such person behaves in a manner that would otherwise be in violation of this lease. Resident is encouraged to take additional responsibility for the community by reporting any and all known or suspected criminal activity to police and working with neighbors, management, and law enforcement to prevent crime, solve community problems, and promote neighborhood livability.
5. **RESIDENT MAINTENANCE RESPONSIBILITIES.** Resident shall comply with applicable building and housing codes materially affecting health and safety and all obligations defined in the Oregon Residential Landlord and Tenant Act. Resident will dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner; maintain the dwelling in a clean, safe, and sanitary condition; and maintain clear and unencumbered access to all required entrances and emergency exits, including secondary window exits in sleeping rooms. Other maintenance duties include:
- A. **Duty to report damage/maintenance issues.** Resident will immediately report all malfunctions of equipment, failures of essential services, or needs for repair. Resident will notify Landlord promptly of any known unsafe conditions in the dwelling unit, common areas, facilities or grounds that might lead to damage or injury. Resident must notify the Landlord immediately of any pest infestations, suspected water leaks, moisture problems or mold in dwelling units or common areas of the property.
 - B. **Damage, tampering, or unauthorized alterations.** All electrical, plumbing, sanitary, heating,

ventilating, air conditioning, elevators, and other facilities or appliances on the premises are to be used in a reasonable manner. Resident, occupants and guests shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so. Resident, occupants and guests shall not tamper with heating systems, appliances, locks, doors, light fixtures, smoke alarms, security cameras, alarm systems, building security locks and doors, roof access doors, or make any alterations of any nature on or to the premises without specific written consent of Landlord. Resident may be charged for the actual costs associated with any such damages or repairs and/or replacements if such repairs and replacements are necessitated by carelessness, misuse, or neglect. The hourly labor rate charge to residents for damages caused by the resident or members of the household is \$40.00 plus the cost of materials or equipment.

C. Smoke and Carbon Monoxide alarm compliance.

Resident acknowledges and the Landlord certifies that the dwelling is equipped with one or more smoke alarms and one carbon monoxide alarm and that the smoke alarm(s), and carbon monoxide alarm if applicable, have been tested and are operable at this time. It is the Resident's responsibility to test the smoke alarm(s), and carbon monoxide alarm if applicable, at least every six (6) months, contact Landlord immediately upon discovery of dead or weak batteries, and notify the Landlord in writing of operating deficiencies. Because a disabled smoke or carbon monoxide alarm represents a very serious threat to the lives of the household and neighbors, Resident, occupants, and guests may not remove or tamper with functioning smoke and/or carbon monoxide alarm(s), including but not limited to, disabling it by removing working batteries and Landlord may charge a fee of \$250.00 upon discovery of such conduct and terminate this Agreement.

- 6. RESIDENT CONSENT TO LANDLORD'S ACCESS.** Resident agrees not to unreasonably withhold consent to the Landlord to enter the dwelling unit in order to inspect the premises including but not limited to, annual unit inspections, scheduled housekeeping inspections, warranty inspections, pre-construction inspections, and/or pest control inspections, to show the dwelling unit for re-leasing, or to make necessary or agreed repairs, decorations, alterations or improvements. Landlord may enter the unit without consent in an emergency instances include but are not limited to checking on the welfare of a household member or pet/service/companion animal and for maintenance emergencies or at any reasonable time with at least 48 hours advance notice or after receipt of Resident's written request for maintenance as provided in ORS 90.322. If the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, Landlord will leave in the unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit. If Landlord is obligated to maintain the yard or Resident has failed to maintain the yard, Landlord or their contractors may enter the yard, without notice, at reasonable times and with reasonable frequency, to perform the maintenance work.
- 7. RESIDENT LOSS OR INJURY.** Except to the extent required by law, the Landlord will not be liable for damages of any kind caused by the lack of heat, refrigeration, or other services to the premises arising out of any accident, act of God, act of nature or occurrence beyond the control of the Landlord. The Resident shall be limited to the rights and remedies specified in the Oregon Residential Landlord and Tenant Act. *Landlord strongly urges the Resident to obtain renter's insurance covering personal property.* Resident is *not* a beneficiary of any of Landlord's insurance policies. All personal property in the dwelling unit, designated storage areas, parking areas, and common areas shall be at the risk of the Resident. Except to the extent required by law, Landlord is not liable in any manner for loss or damage due to fire, water, theft, the elements, act of God, act of nature or action by a third party. Except to the extent required by law, Landlord and its employees and agents are not liable for any injury to any person or property caused in any way by the use of the dwelling unit, building, common areas, or property of which the dwelling unit is a part or while using any of the common area equipment or while going to and from the common areas of the property.

- 8. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY.** If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, resident shall immediately notify Landlord of the damage. Landlord shall be responsible for repair of the unit within a reasonable time, provided that if the damage was caused by Resident, any occupant or guests the reasonable cost of the repairs shall be charged to Resident. Landlord shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time; and rent will be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with this paragraph or alternative accommodations not provided in accordance with this paragraph except that no abatement of rent shall occur if Resident rejects the alternative accommodation or if the damage was caused by Resident, any occupant or guests.
- 9. LANDLORD'S OBLIGATIONS.** Landlord shall meet the following responsibilities:
- A. Comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
 - B. Maintain the dwelling unit and the project in decent, safe and sanitary condition; and make necessary repairs to the dwelling unit;
 - C. Keep buildings, facilities and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition;
 - D. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord;
 - E. Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Resident;
 - F. Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection; and
 - G. Notify the Resident of the specific grounds for any proposed adverse action by Landlord.
- 10. HOUSING PROGRAM(S) COMPLIANCE.** The Resident and/or any other household member on the Lease will NOT occupy, or receive assistance for occupancy of, any other unit assisted under any Federal housing assistance program during the term of the Lease. Resident will also comply with the requirements of the subsections checked below:
- A. **Recertification and Reporting Changes.** This dwelling unit is receiving subsidy under the Public Housing program. As required under this program the Resident agrees to provide all required information and certifications on household composition, student status, assets, and income for all household members necessary for Landlord to make determinations with respect to rent, eligibility, and appropriateness of the dwelling size at the following times:
 - (a) At any time during tenancy if there is a reduction in the household's annual income or an increase in allowable deductions.
 - (b) Within 30 days of receipt of any lump-sum payment for the delayed start of a periodic payment (such as Social Security, Annuities, Pensions, Unemployment, etc.). At any time during the tenancy if the household's total gross income increases.
 - (c) On a schedule determined by the Landlord until an accurate income is determined if the Resident or any adult household member has no income or has unstable income at the time of admission or a review.
 - (d) In response to an eligibility review for continued occupancy to be completed on a schedule determined by HACC.

- B. Rent Adjustments for Income Changes.** Rents shall be adjusted to conform to changes in income. If a change results in a rent increase, the Landlord will give the Resident 30 days' advance written notice of such increase.

11. LEASE ENFORCEMENT AND TERMINATION.

- A. Termination by Resident.** Resident may not terminate this lease during the first 30 days of tenancy in the above-referenced dwelling unit. Resident may terminate the lease by giving 30 days' advance written notice.

- B. Termination by Landlord.** Resident understands that failure to comply with the terms of this lease may result in the termination of this Agreement. This lease may be terminated by the Landlord at any time for serious or repeated violations of material terms of the lease, or for other good cause. Examples of serious or repeated violations of terms shall include but not be limited to:

- (1) Payment failures such as:
 - (a) The failure to pay rent or other payments when due.
 - (b) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the eighth of the month. Four such late payments within a 12-month period shall constitute repeated late payment.
 - (c) Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities.
- (2) Violation of Resident responsibilities such as:
 - (a) Unauthorized occupants.
 - (b) Failure to report damage to the dwelling unit; serious or repeated damage resulting from Resident's failure to comply with this Agreement; or creation of any physical hazards in the unit, common areas, grounds, parking areas etc
 - (c) Any criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety, or right to peaceful enjoyment, or any drug related criminal activity on or off the premises. This action may be taken regardless of whether there has been an arrest or conviction and without satisfying the standard of proof for criminal conviction.
 - (d) Any fire damage on the premises caused by improperly disposing of flammable materials, carelessness or unattended cooking.
 - (e) Any action by Resident, occupant, or guest that interferes with the management of the premises.
- (3) The following do not qualify as grounds for termination of the lease:
 - (a) Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of the tenancy, if the tenant or immediate member of the tenant's family is a victim of domestic violence, dating violence, sexual assault, or stalking and, as a result could not control or prevent the criminal activity.
 - (b) Nothing in subparagraph (a) may be construed to limit the Landlord's authority, consistent with applicable State laws, to evict or to terminate assistance to individuals who engage in criminal acts of physical violence against family members or others; and
 - (c) Nothing in subparagraph (a) may be construed to limit the authority of Landlord, consistent with applicable State law, to terminate the tenancy of any tenant if the Landlord can demonstrate an actual and imminent threat to the larger community if that tenant's tenancy is not terminated.

- (d) A resident who claims as a defense to an eviction action that the eviction action is brought because of criminal activity directly relating to domestic violence, dating violence or stalking, must complete and submit the HUD Certification of Domestic Violence, Dating Violence, or Stalking form (HUD-50066), and in lieu of the HUD Certification form (or in addition to it) must submit (1) A Federal, State, tribal, territorial, or local police or court record; or (2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation, within 14 business days of receiving the written request for this certification by HACC. The certification or alternate documentation must be returned to the person and address specified in the written request for the certification. If the family member has not provided the requested certification or the information that may be provided in lieu of the certification by the 14th business day or any extension of the date provided by HACC, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively "domestic violence") under the public housing programs apply.
 - (e) HACC may bifurcate the lease in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.
 - (f) HACC may evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that HACC does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate. A victim tenant who allows a perpetrator to violate a court order relating to the act or acts of violence is subject to eviction. A victim tenant who allows a perpetrator who has been barred from HACC property to come onto HACC property including but not limited to the victim's dwelling unit and any other area under their control is subject to eviction.
 - (g) HACC may terminate the tenancy of any tenant if HACC can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to HACC if that tenant's tenancy is not terminated; and
 - (h) None of these provisions shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- (4) Program eligibility and noncompliance issues such as:
- (a) Misrepresentation of family income, assets or composition or discovery of material false statements or fraud by Resident in connection with an application for assistance or with reexamination of income.
 - (b) Discovery after admission of facts that made Resident ineligible.
 - (c) For public housing only and upon notice of the service requirement provisions of 24 CFR part 960, failure of a family member to comply with service requirement provisions of 24 CFR part 960, subpart F- as grounds only for non-renewal of the lease and termination of tenancy at the end of any twelve-month lease term.
 - (d) For public housing only, failure to accept Landlord's offer of a lease revision to an existing lease: that is on a form adopted by Landlord in accordance with 24 CFR Sec. 966.3; with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that

period for acceptance by Resident.

- (e) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process regularly scheduled or interim re-certifications.

C. Notice of termination. Any notice to vacate that is required by State law may be combined with, or run concurrently with the notice of lease termination under this section. When Landlord is required to offer Resident the opportunity for a grievance hearing, the notice shall also inform Resident of the right to request such a hearing in accordance with the grievance procedures. The tenancy shall not terminate (even if any Notice to vacate under state law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.

D. Method for serving written notices. All notices required under the lease or State law to be in writing shall be served personally, by first class mail, or by first class mail and attachment. All written notices served by first class mail and attachment from Landlord to Tenant shall be deemed served on the day it is both mailed by first class mail to the Resident at the premises and attached in a secure manner to the main entrance of that portion of the premises of which the Resident has possession. Agent is authorized to accept notices on behalf of the Owner of the premises.

12. OTHER CONDITIONS.

A. Requests for reasonable accommodation. All requests for an accommodation by the Landlord, as required by the Federal and State Fair Housing Acts, must be made in writing to the Landlord, specifying the nature of the requested accommodation. If Resident is unable to complete a written request, Landlord will provide auxiliary aids or assistance with completion of a written request. The resident may, at any time during the tenancy, request reasonable accommodation for a disabled household member, including reasonable accommodation so that the resident can meet lease requirements or other requirements of tenancy.

B. Grievance procedure. All disputes concerning the obligations of the resident or Landlord shall be resolved in accordance with the HACC Grievance Policy and a copy will be provided with written terminations

C. Abandonment. Any goods, vehicles or other property left on the premises after termination of the tenancy by any means shall be considered abandoned and will be disposed of as provided by statute.

D. Attorney's fees. In the event an action is commenced to enforce any provisions of this agreement or the Oregon Residential Landlord and Tenant Act, the prevailing party shall be entitled to, in addition to costs, reasonable attorney's fees.

E. Modification. The lease may be modified at any time by written agreement of the Resident and the Landlord.

F. Waiver. No delay or failure by Landlord in exercising any right under this Agreement, and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless expressly provided herein or as required by ORS 90.415.

G. False information. Resident understands that deliberate submission of false information will be considered a violation of this Agreement and will result in the termination of this Agreement. If any information supplied in conjunction with application for this rental unit is later found to be false this

is grounds for termination of tenancy.

H. Complete agreement. This Rental / Lease Agreement, any rules and regulations for the premises, and any other written addenda executed by the parties on or after the date of this Agreement contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein.

I/We have read the terms and conditions listed in this contract.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

ADDENDUMS

A. HACC Community Rules

All Residents shall ensure that the conduct of themselves, their household members, guests, and visitors comply with the terms of the lease and of the community rules described below. Please refer to your Resident Handbook for additional rules and guidance on how to best maintain your home here at the Housing Authority of Clackamas County.

1. **Noise** – Noise or conduct that disturbs the quiet enjoyment of other residents is not permitted at any time. Between 10:00 p.m. and 8:00 a.m., no noise may be emitted from the dwelling unit that can be heard outside the unit. This includes stereos, radios, televisions, loud talking, etc.
2. **Alcohol** – It is not permissible to possess any open container of alcoholic beverage, consume any alcoholic beverage in any common area, or abuse alcohol in such a way that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. **Smoking** – No smoking whatsoever is permitted in designated non-smoking buildings. In designated non-smoking buildings, smoking is prohibited in any interior common areas, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, reception areas, stairways, offices and elevators, within all living units, and within 25 feet of building(s) including entry ways, porches, balconies and patios. The No-Smoking Policy does not make the Landlord or any of its managing agents the guarantor of Resident's health or of the smoke free condition of the non- smoking portions of the Property.
4. **Marijuana** – Medical and Recreational: The possession or use of medical or recreational marijuana in all forms is strictly prohibited on HACC owned property.
5. **Parking** – At properties with off-street parking, all off-street parking is governed by rules and regulations in the HACC Parking Policy and property specific parking rules. All vehicles parked in the off- street parking must be in running condition capable of operating legally on the street, properly licensed and insured. Any vehicle not complying with these standards will be towed at the Resident's expense. Storage of unused vehicles, boats, trailers, campers, canopies and automobiles is prohibited. If the property has off-street visitor parking, visitors may only park in designated stalls during posted times.
6. **Pets** –No animals are allowed on the premises without written Landlord approval, a completed and signed Pet and Service/Assistive/Companion Animal Agreement, and paid Pet deposit if applicable. **Service/Assistance/Companion animals are not considered pets.** Visitors are not permitted to bring any pets on to the premises. Feeding of stray, wild and/or feral wild animals is not allowed.
7. **Housekeeping** – Resident shall keep all areas of the premises under control of the resident in every part as clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the condition of the premises permits and to the extent that the resident is responsible for causing the problem. The unit must allow for adequate access through the unit as required by building safety codes and other applicable housing standards. No entrances, exits, windows or passageways may be blocked to prevent ingress and egress. Dust mops, rugs, tablecloths and clothing shall not be shaken, cleaned or left in any of the public areas or any window, door, deck or landing.
8. **Safety and disposal** – All household garbage must be placed in a plastic bag, tied or otherwise closed, and placed inside the dumpster or garbage container provided by Landlord. If property has recycling disposal containers, Resident must separate and place recyclables in property disposal containers designated for the specific recyclable materials. With regard to needles, syringes and other infectious waste, as defined in ORS 459.386, the resident may not dispose of these items by placing them in garbage receptacles or in any other place or manner except as authorized by state and local governmental agencies. Resident is responsible for removing large items and non-household garbage including but not limited to tires, car parts, old furnishings, and mattresses from the premises. These items may not be placed in or near receptacles provided by Landlord. Resident must contact Landlord to have items that have been infested with pests, such as bed bugs, removed from their unit.
9. **Proper use of plumbing** – Toilets, sinks and washbasins are to be used only for the purposes for which they were intended. No dust, rubbish, coffee grounds, sanitary napkins/tampons, grease, etc., are to be

put into same. Residents shall not cause any flooding in the unit and any repair costs incurred by Landlord due to flooding caused by Residents shall be Resident's responsibility. Costs related to improperly draining plumbing due to incorrect use of fixtures or appliances will be charged to Resident.

- 10. Placement of pictures and decorative items** – Resident may hang pictures and other decorative items inside of the dwelling unit only. Use only picture hooks with a small nail that goes into the wall at an angle to hang pictures, mirrors, and decorative items on the walls. DO NOT use anything that sticks to the wall.
- 11. Unauthorized installations** – Except for pictures and decorative items on walls as described above, nothing may be installed on the walls, ceilings or in the windows without prior written consent of Landlord. Also, without prior written consent of Landlord, nothing (pictures, planters, signs, placards, etc.) may be affixed to the exterior of the unit or in the common areas of the residence buildings and only management supplied blinds or draperies may be visible in windows from the exterior.
- 12. Fire Sprinkler and Pipes** – If a fire sprinkler system is installed inside or outside of the unit, Resident shall not hang any items from sprinkler heads and pipes, or otherwise block sprinkler heads and pipes. If Resident breaks or damages sprinkler head/pipes due to misuse from hanging items or tampering with sprinkler heads or pipes, Resident is responsible for any associated damages and repair costs.
- 13. Storage** – Storage is permitted in designated areas only. Resident agrees not to store any personal property outside the dwelling unit or outside of designated storage areas. Personal storage within the Resident's dwelling unit may not block access ways throughout the unit.
- 14. Patios and porches** – Only outdoor furniture, potted plants, and barbecues (provided they comply with fire safety and are consistent with Oregon law and Community Rule 14) are permitted on patios and porches. Upholstered furniture and any flammable items—including but not limited to fire pits and tiki torches—may not be used or stored on balconies, porches or in yards. Patios, porches, and common area hallways are not to be used for general storage (including bicycles, exercise equipment, and other items) or laundry clotheslines. Nothing may be affixed to or perched atop railings.
- 15. Barbeques** –Residents must meet with Landlord and receive explicit written approval from Landlord prior to use of barbeques in common area, balconies, porches, yards, and/or other areas under the control of tenant to ensure that their usage complies with City, County and State laws, regulations, codes or ordinances. For some properties, Fire Code may prohibit the use of many barbeques unless the area is protected by a fire sprinkler system or the adjacent building surfaces are non-combustible. In the event permission is granted, Residents must use all relevant safety precautions and extinguish all fires after use.
- 16. Yard/Garage sales** – Resident is not permitted to have a yard sale, post notices about personal items for sale, or hold any public sale in the interior or exterior common area of the premises or in their yard (if applicable) without prior written consent of the Landlord.
- 17. Yard maintenance (*Scattered Sites Only*)** – Resident will maintain the assigned shrubs and lawn, including regular mowing and weeding during the summer months and raking of leaves in the fall unless Resident has an approved reasonable accommodation to be exempt from such duties.
- 18. Satellite dishes/antennas** – Satellite dishes and/or antennas will be allowed only in strict compliance with the HACC Satellite Dish Policy and applicable law. Resident will obtain a letter of permission or a waiver from property management to install wiring or other fixtures for cable television services.
- 19. Air conditioners** – Air conditioners are permitted only with a signed Air Conditioner Agreement. Resident must provide and maintain their air conditioner unit. Their air conditioner and the method of installation of the air conditioner must be in compliance with HACC's Air Conditioner policy.
- 20. External structures** – Resident shall not use, erect or maintain any wading or swimming pool or any play structure, including but not limited to any swing set, slide, trampoline, or climbing apparatus without prior written consent.
- 21. Bicycles, skateboards, etc.** – All wheeled apparatus will be ridden in a safe and courteous manner as noted in posted areas. Wheeled apparatus may not be ridden on sidewalks, pedestrian areas, grass, or planted areas in such a manner as may cause damage to the premises, create unsafe conditions, interfere with access, intimidate or threaten others, or interfere with the peaceful enjoyment of other residents or guests.

- 22. Laundry facilities** – If applicable, the laundry and its facilities shall be used only for washing and drying of the usual personal and household articles. No cleaning with inflammable materials or dyeing of clothes in washing machines will be permitted. If Resident uses laundry dryers they must clean the dryer lint trap before and after every use. Laundry facilities are to be used only during the hours posted and are for resident use only. Entry doors to the laundry room shall not be propped open.
- 23. Elevators & Other Building Equipment:** Damaging, defacing or abusing HACC property or equipment may result in a lease violation or termination and financial responsibility for repair of all damages.
- 24. Verbal Threats to Staff:** No resident, visitor(s) of any resident, or anyone under a resident’s control shall under any circumstance, verbally or physically threaten HACC staff or persons accompanying HACC staff.
- 25. Waterbeds** – Waterbeds are not permitted without written permission of the Landlord. Resident must provide adequate proof of insurance which names the Landlord and property owner as additionally insured prior to approval.
- 26. Additional rules** – Resident, occupants and guests shall follow all posted rules for use of common areas, playgrounds, parks, parking areas, and recreational facilities.

I/We have read the terms and conditions listed in this contract.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

B. Pets and Service Animals in HACC Housing

Animals may be approved to be present in HACC-owned or HACC-assisted units as:

- A. **Pets** or
- B. **Service, Assistive, or Companion Animals** as a HACC-approved Reasonable Accommodation for a person experiencing a disability.

A. PET RULES

The following rules shall govern the keeping of pets in and on properties owned, operated or assisted by HACC. This is inclusive of properties HACC owns and manages, but does not apply to Section 8 tenant-based assistance. HACC permits the individual ownership of common household pets, but requires that this ownership not interfere with the rights of neighbors and residents to clean, quiet, and safe surroundings. No feral (untamed or wild) animals will be approved.

Important: A Resident must provide required documentation as requested on HACC's Animal Registration and Authorization Form and receive HACC approval before bringing any pet to his/her leased HACC-assisted unit. The Resident must also provide a current A-52A at his/her annual eligibility review. Failure to do so may result in eviction action concerning the Resident.

All Residents are permitted ownership of common household pets, upon approval of HACC, with the understanding that the Resident will adhere to the following requirements.

1. Permitted Ownership

a. Dog

Maximum number - one (1)

Maximum adult weight - under 25 pounds or under 20" high, head to floor

Must be housebroken

Must be spayed or neutered. HACC will not approve a dog (puppy) which is too young to be spayed or neutered.

Must have all required inoculations.

Must be currently licensed at all times per State law and local ordinance. Species of dogs not permitted as pets: German Shepherd, Rottweiler, Doberman Pinscher, Pit Bull, Chow, Spitz; a mix of these breeds; dogs trained to attack; or others, as HACC may determine.

b. Cat

Maximum number - one (1)

Maximum adult weight - under 25 pounds or under 20" high, head to floor

Must be spayed or neutered. HACC will not approve a cat (kitten) which is too young to be spayed or neutered.

Must have all required inoculations.

Must be trained to use a litter box or other waste receptacle

Must be currently licensed at all times per State law or local ordinance.

c. Fish (20 gallon tank maximum)

d. Bird

e. Lizard (under 12 inches in length when full grown)

- f. Turtle
- g. Others, as otherwise determined appropriate by HACC.

A Resident agrees to keep no more than one cat or one dog. Resident may own 3 birds (as under prior agreement) or Resident may keep a maximum of 2 other small animals. For instance: 2 turtles, or 1 combination set such as 1 lizard and 1 turtle, etc.

2. Documentation and Approval

A Resident must provide required documentation as requested on HACC's Animal Registration and Authorization Form, and receive HACC approval before bringing a cat or dog to his/her leased HACC unit. A photo of the cat or dog will be placed in the Resident's file. The Resident must always keep inoculations and licenses current. The Resident must be prepared to present this information, whenever requested. Failure to do so may result in eviction action. HACC requires the following information:

- Licensure with Clackamas County
- Inoculation against rabies, distemper, parvo virus, others as applicable
- Certification of Neutering/spaying
- Documentation of present weight and height

3. Deposit

A Resident must pay HACC \$200, for a cat or a dog, as a pet deposit when the cat or dog is approved. This deposit is refundable at the time Resident moves or disposes of the pet, less any charges for pet-related damage or costs incurred by HACC for pet disposition. HACC does not accept partial payments or installment payment of Pet Deposits.

4. Pet Restraint

- a. A cat or dog must be kept inside the resident's residence, or if outside, always kept on a leash, secured in surrounding yard, as applicable to the site, and always under the continuous and complete control of the owner or handler. Tethering of pets is prohibited. No pet is allowed in common areas except for leaving and/or entering a Resident's dwelling. No pet is allowed to be loose on the site, roadways, or in surrounding areas. When transported outside the unit, but not leashed, the cat or dog must be carried in a proper cage.
- b. All other animals are to be confined in a cage or aquarium: maximum capacity: 20 gallons. The Resident may not construct cages, containers, perches, etc. outside the unit or anywhere on the development site, unit porch, or yard areas.

5. Pet Care

- a. A Resident must provide care for his/her pet in compliance with the Lease. Pets of non-HACC residents are not permitted on HACC sites. Residents must not feed or water stray animals. Pets are only to be fed and cared for inside the respective pet owner's unit.
- b. A Resident must promptly dispose of pet waste (including litter) by placing it in a sealed plastic bag, and placing it in a proper trashcan or dumpster on-site. Pet waste may not be placed in any garbage chute or toilet facility. If HACC cleans up animal waste from HACC's property, from a neighbor's property, or from the pet owner's property, the Resident owner of the identified pet will be charged.
- c. HACC has the right to inspect a pet owner's unit for compliance with Pet Rules.
Examples are: (1) when violation of the pet agreement is suspected; (2) when the conduct or

condition of a pet constitutes a nuisance or a threat to the health, safety or peaceful enjoyment of the premises by other Residents or persons in the community, and/or an “emergency situation” appears to exist; (3) if there are concerns for the pet’s well-being, and/or (4) if there is suspected damage to the unit. HACC will notify the Resident of this inspection in accordance with the Resident Lease.

- d. Dogs must wear evidence of current licensing.
- e. A pet shall not be permitted to interfere with the peaceful enjoyment of other Residents or neighbors by barking, howling, biting, scratching or exhibiting other nuisance activities or behavior.
- f. It is the Resident’s responsibility to make arrangements for the care of pets when Resident is absent, and to notify the Site Manager of these arrangements. A pet may not be left unattended for an unreasonable period of time. "Unreasonable" will depend on the circumstances of each case and the nature of the pet. If HACC determines that a concern or a pet rule violation exists, HACC will notify the owner. If the owner cannot be reached, HACC may contact the "person to call in emergency" listed on the pet registration/authorization form to attend to, or remove the animal. If HACC is unable to reach either above person, HACC may contact any authorized state or local agency to take custody of the animal. HACC accepts no responsibility for pets which need to be removed.

6. Pet-Related Liability Insurance (Renter's Insurance)

A pet owner may be liable for any injury or damage his/her pet causes to the person or property of another Resident, neighbor, HACC visitor, guest or staff person, or to HACC property. It is strongly recommended that a Resident, who owns a dog or cat, purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of his/her choice.

7. Visiting Pets - Visiting pets are not permitted under any circumstances.

B. SERVICE, ASSISTIVE, and COMPANION ANIMAL RULES

The following rules shall govern the keeping of Service, Assistive, and Companion (SAC) animals in and on properties owned, operated and assisted by HACC. HACC permits the individual ownership of Service, Assistive, and Companion animals, but requires that this ownership not interfere with the rights of neighbors and Residents to clean, quiet, and safe surroundings. The SAC animal owner must agree to these rules.

SAC animals are not pets. HACC’s Disability Coordinator must approve the presence of a SAC animal as a reasonable accommodation for a disabling condition. A Resident experiencing a disability must provide required documentation and make arrangements with HACC before bringing the SAC animal to his/her leased HACC-assisted unit. Failure to do so may result in eviction action.

1. Permitted Ownership

- a. **Service Animal** (animal trained for a specific function or service to a disabled person) (i.e., hearing dog, seeing eye dog, etc.) The need for the service animal must be physician-documented.
 - Maximum number - one (1); per household; exceptions, require HACC approval.
 - Must be housebroken
 - Must be spayed or neutered.
 - Must have all required inoculations, see list below
 - Must be licensed by State law and local ordinance.
 - HACC must approve the presence of service animals (otherwise excludable as in section **A. 1** above.)

b. Assistive Animal (animal trained to provide specific assistance to a disabled person, i.e. trained for assistance with walking, balance, or for self-care) Need must be physician-documented.

Maximum number - one (1); per household; exceptions, require HACC approval.

Must be housebroken

Must be spayed or neutered.

Must have all required inoculations, see list below

Must be licensed by State law or local ordinance.

c. Companion Animal (animal providing specific need to a disabled individual)

The need for the companion animal must be physician-documented.

Maximum number - one (1); per household; exceptions, require HACC approval. Size and breed as permitted in Pet Rules; exceptions, require HACC approval.

Must be housebroken.

Must be spayed or neutered. HACC will not approve a dog (puppy) or a cat (kitten) which is too young to be spayed or neutered.

Must have all required inoculations, see list below.

Must be licensed by State law and local ordinance.

2. Documentation and Approval

Some Residents experiencing a disability rely on a SAC animal. The SAC animal must be approved through the Reasonable Accommodation request process. HACC's Disability Coordinator will review this request. A Resident must provide required documentation on HACC's Animal Registration and Authorization Form and must receive approval from HACC before bringing SAC animal to his/her leased HACC unit. A photo of the SAC animal will be placed in the Resident's file. A Resident must provide information annually at the time of eligibility review indicating the continued need for the SAC animal and that the following are current, as applicable:

Verification that there is continued need for the presence of the SAC animal Licensure with Clackamas County, as applicable Inoculation against rabies, distemper, and parvo virus Certification of neutering/spaying

3. Deposit

HACC does not require a deposit for a SAC-approved animal. However, when a Resident moves or no longer needs the SAC animal, the Resident is responsible for any charges for SAC animal- related damage or costs incurred by HACC for repair or disposition of the SAC animal.

4. SAC Animal Restraint

- a. The SAC animal must be kept inside the Resident's residence, or if outside, always kept on a leash, secured in surrounding yard, as applicable to the site, and always under the continuous and complete control of the owner or handler. No SAC animal is allowed in common areas except for leaving and/or entering a Resident's dwelling, or while directly providing assistance to the owner with a disability. No SAC animal is allowed to be loose on the site, roadways, or in surrounding areas.
- b. SAC animals that are transported outside the unit, but are not leashed, must be carried in a proper cage. A Resident may not construct cages, containers, perches, etc. outside the unit or anywhere on the development site, unit porch, or yard areas for the SAC animal.

5. SAC Animal Care

- a. A SAC animal is permitted as a reasonable accommodation for a person with a disability when approved by HACC. The owner of a SAC animal must care for the animal in a Lease-compliant manner. Only a specific designee shall assist the disabled Resident in the care of the SAC animal. Residents may not care for the SAC animals of non-HACC residents. The SAC animal shall not be left in the care of another HACC Resident in that Resident's unit.
- b. SAC animals are only to be fed and cared for inside the respective owner's unit. A Resident must promptly dispose of SAC animal waste (including litter) by placing it in a sealed plastic bag, and placing it in a proper trashcan or dumpster on-site. SAC animal waste may not be placed in any garbage chute or toilet facility. If HACC cleans up animal waste from HACC's property, from a neighbor's property, or from the SAC animal owner's property, the Resident owner of the identified SAC animal will be charged.
- c. HACC has the right to inspect an SAC animal owner's unit for compliance with these SAC Rules. Examples are: (1) when violation of this agreement is suspected; (2) when the conduct or condition of an SAC animal constitutes a nuisance or a threat to the health, safety or peaceful enjoyment of the premises by other Residents or persons in the community, (3) if there are concerns for the SAC animal's well-being, or (4) if there is suspected damage to the unit.
- d. The SAC animal must wear evidence of current licensing.
- e. The SAC animal shall not be permitted to interfere with the peaceful enjoyment of other Residents or neighbors by barking, howling, biting, scratching or exhibiting other nuisance activities or behavior.
- f. It is the Resident's responsibility to make arrangements for care of SAC animals when the Resident is absent, and to notify the Site Manager of these arrangements. The SAC animal may not be left unattended for an unreasonable period of time. "Unreasonable" will depend on the circumstances of each case and the nature of the SAC animal. If HACC determines that a concern or a rule violation exists, HACC will notify the owner. If the owner cannot be reached, HACC may contact the "person to call in emergency" listed on the Reasonable Accommodation approval form, A-65, to attend to, or remove the animal. If HACC is unable to reach either above person, HACC may contact any authorized state or local HACC agency to take custody of the animal, or HACC may enter the unit and remove the animal. HACC accepts no responsibility for SAC animals so removed.

6. SAC Animal-Related Liability Insurance (Renter's Insurance)

A SAC animal owner may be liable for any injury or damage his/her animal causes to the person or property of another Resident, neighbor, HACC visitor, guest or staff person, or to HACC property. It is strongly recommended that a Resident, who owns a SAC animal, purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of his/her choice.

Pets and Service Animals Agreement

I agree to adhere to the terms of this agreement and understand that should HACC determine that the conduct or condition of my approved animal constitutes a nuisance or a threat to the health and safety of other occupants or of other persons in the community, I will be responsible for permanently removing the animal from HACC's premises.

I agree that the cost of treatment of any infestation of animal parasites or pests or the elimination of odor problems in my unit due to the presence of my animal will be my responsibility.

I agree to comply with all City, County, or State codes regarding animal ownership.

I agree to immediately report any damage caused by my animal and to pay actual damages for repair to the premises or property.

I understand should any disputes arise between myself and management regarding an animal; I have the right to utilize the appropriate hearing or Grievance Procedure available to me.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

C. Pest Control Addendum

Date _____ Property name _____ Unit
number _____

Resident name(s) _____

Resident address _____

It is our goal to maintain the highest quality living environment for our residents. We have inspected the unit prior to move-in and we have found there to be no rodents or pest infestations, and it is our hope that it remains that way. Residents have an important role in preventing and controlling pests. While the presence of pests is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by facilitating the identification of pests, minimizing an infestation, and limiting the spread.

Resident acknowledges that all furnishings and other personal property that will be moved into their residence are free of bed bugs or cockroaches. Resident agrees to maintain the premises in a manner that prevents infestation of pests' on the premises.

Resident agrees to uphold their responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
 - A. Resident shall remove clutter. Reducing clutter makes it possible to follow sound housekeeping practices and reduces places where pests, particularly bed bugs and cockroaches, can nest and hide.
 - B. Resident shall keep their residence clean, vacuuming, mopping hard surfaces and dusting regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes and furniture. While cleaning, residents should look for signs of bed bugs and cockroaches, and report these immediately.
 - C. Resident will inspect any second hand furniture, especially beds and mattresses, and ensure that it is free of pests before bringing it onto the premises.
 - D. Resident shall not bring discarded items onto the premises or into their residence.
2. Resident shall report any problem immediately; specifically, resident shall:
 - A. Report any signs of pests, especially bed bugs, immediately. Do not delay in reporting since pests can multiply rapidly and create a significant infestation.
 - B. Report any maintenance needs immediately. Rodents, bed bugs and cockroaches prefer to hide in cracks, holes and other openings. Report any openings to management immediately to inspect and seal if necessary. Cockroaches are also drawn to moisture. Report any leaks or moisture problems immediately.
3. Resident shall cooperate with pest control measures, including:
 - A. Pest Management Professionals must be given access to a rental residence upon reasonable (48 hour) notice to perform inspections. Inspections are necessary for everyone's health and safety, and it is a critical first step in our Integrated Pest Management protocol.
 - B. Residents who require treatment for bedbugs, cockroaches and other infestations must comply with treatment preparation instructions prior to the date and time of the scheduled treatment specified on the 48-hour notice to enter.
4. Resident shall not sell, give away or leave infested furniture or other items in any common area of the property, in any other residence in the building, or set them next to a dumpster. If you need to dispose of infested items contact your building's office staff for the appropriate way to dispose of these items. There will be no disposal charges to residents for any pest infested items disposed of in accordance with our Pest Management Professionals' recommendations.
5. If the resident's residence cannot be treated due to the tenant's failure to properly prepare their unit or refusing access to their unit, HACC shall initiate lease enforcement actions against the resident and the resident shall be held responsible for all costs incurred by HACC up to the time of treatment or eviction.

Resident agrees that violation of any of the terms of this addendum constitutes a material noncompliance with the Rental Agreement and is grounds for eviction and/or other legal action by Owner/Agent. Pest control protocol may change as new research developments occur.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

D. SAFETY ADDENDUM

Date _____ Property name _____ Unit number _____

Resident name(s) _____

Resident address _____

Warning!! HACC and its agents cannot be responsible for watching and supervising children's activities. Various state and federal laws prohibit the Owner/Agent from imposing rules and regulations which discriminate against children. **Therefore, parents and those persons having care, custody or control of children are responsible for the supervision, safety and well-being of those children.** Following are some areas of the property that may pose special dangers to children and other individuals who may not be aware of the risks. This list is not meant to cover all possible dangers that may be present.

A. Windows

- 1) Open windows present a potential risk for falling.
- 2) Window screens are intended solely to keep bugs out. They are not intended to support a person's weight or prevent a person or object from falling from an open window
- 3) There is a risk of serious injury or death if a person leans against a screen or if an object is left leaning against a screen.
- 4) Parents must keep their children from sitting or playing on window sills, and for child safety, should keep windows shut and locked when children are left unattended.
- 5) Keep furniture and other objects on which a child can climb away from windows.
- 6) Window stops and other devices that restrict a window from opening are not provided by Owner/Agent because of the dangers associated with fire and the requirement that occupants can escape. If resident desires to use such devices they must be approved by Owner/Agent before being installed. Resident accepts full responsibility for the safe use of such devices.
- 7) Do not block windows in any way that would prevent exit in the event of a fire.

B. Use of Appliances

- 1) Stoves, ovens, and fireplaces can cause burns and start fires if not properly used and attended.
- 2) Hot water can cause burns if not properly used and attended.
- 3) Children can turn on stove burners and ovens. Never place anything on the stove, burners, or in the oven except when cooking.
- 4) Never allow anything, except approved plugs that are in good repair, to be placed in electrical sockets.

C. Parking Lots

- 1) Moving vehicles can cause serious injury or death.
- 2) It is hard to see any person moving around vehicles.
- 3) Riding bicycles, tricycles, skate boards, etc. in the parking area increases the risk to children because they may not be able to control their movements and are not easily seen.
- 4) Playing in or around vehicles is dangerous.

D. Dumpsters and Trash Compactors

- 1) Dumpsters can move or fall, causing injury or death.
- 2) Trash or items in the dumpster can fall causing injury or death.
- 3) Trash in or around the dumpster may contain dangerous items such as broken glass, chemicals or sharp objects.
- 4) Trash compactors include machinery that can cause serious injury or death if improperly used.

D. Water

- 1) Any location where water pools more than one inch deep poses the risk of drowning.
- 2) Danger can be present with bathtubs, sinks, buckets, fountains, streams, and ponds.

E. Balconies, Decks and Second Story Walkways

- 1) Small children can crawl through railings.
- 2) No one should climb on or over railings.
- 3) Throwing objects from balconies, decks and walkways can cause injury or death to persons below.
- 4) Do not place furniture or other objects on which a child can climb on or near railings.
- 5) Keep all stairways clear of debris or obstructions.
- 6) Report any damaged or loose railings to Owner/Agent immediately.

F. Play Areas

- 1) Improper use of play equipment can cause injury or death.
- 2) Any damaged or improperly working play equipment should be reported to Owner/Agent immediately.

Resident acknowledges that they have received a copy of these guidelines and agrees to follow them.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

E. MOLD AND MILDEW ADDENDUM

Date _____ Property name _____ Unit number _____

Resident name(s) _____

Resident address _____

Mold growth may occur where there is too much moisture, too little moisture removal or cold surfaces. To reduce potential mold growth, Resident(s) agree to the following guidelines:

A. Keep humidity indoors low, such as by:

- 1) Using bathroom fans during and after bathing/showering. If there is no fan, open a window for ventilation.
- 2) Using kitchen fan when cooking or boiling. If there is no fan, open a window for ventilation.
- 3) Covering fish tanks.
- 4) Keeping a minimal number of houseplants.
- 5) Keep indoor temperature moderately warm during the fall and winter. As low temperatures promote mold growth, keep the room temperature year around above 60 degrees, such as by:
- 6) Keeping the heat on in all rooms of your unit during colder months.
- 7) Keeping closet doors open.
- 8) Preventing cold surfaces by opening your blinds/shades during the day.
- 9) Allowing at least one inch between walls and furniture to allow for air movement and warming of surfaces.
- 10) Immediately take care of any spills or overflow from tubs, showers, sinks, etc. Thoroughly dry any spills onto carpets, floors or rugs.
- 11) Keep any ventilation systems clean and open to facilitated air flow. Do not tamper with ventilation systems or dehumidifiers and report any malfunctions immediately to Management.
- 12) Notify Management immediately if you notice any excess moisture, including water leakage or running water.

B. Clean often and thoroughly:

- 1) If mold does appear inside your unit, immediately scrub with soap and water, then rinse and dry.
- 2) Check and clean window tracks.
- 3) If mold reappears or you are unable to remove it, report the mold immediately to management.

Resident understands and agrees that failure to do any of the actions in this Mold & Mildew Addendum shall constitute a material non-compliance with the Rental Agreement. Resident will be financially responsible for all damage resulting from his/her failure to comply with this Mold & Mildew Addendum.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

F. RULES FOR PARKING OF MOTOR VEHICLES

1. HACC may designate parking spaces.

At HACC developments, which have parking lots, HACC may designate, by markings and/or signs, allowable uses for the space in the lots. Designations may include, but are not limited to, RESIDENT PARKING, VISITOR PARKING, HACC STAFF PARKING, DISABLED PARKING, NO PARKING, etc. Any space not otherwise marked is hereby designated for RESIDENT PARKING only.

2. Vehicle Registration. (Reserved)

3. Storage and Repairs.

Storage of boats, trailers, campers, canopies, automobiles, and anything else is prohibited in the parking areas. Repair of vehicles in the parking areas is prohibited.

4. Vehicles which may be parked.

- a) A vehicle which is currently licensed and operable and which properly displays a current valid HACC registration sticker in the development at which the Resident lives; and/or
- b) A vehicle parked in designated VISITOR PARKING space by a non-resident who is visiting Residents. Parking in these spaces is limited to the posted number of hours at any one time unless otherwise approved by HACC.

5. Vehicles which may not be parked.

- a) A vehicle which is inoperable
- b) A vehicle which is not registered with HACC, or which does not properly display a current valid HACC registration sticker;
- c) A vehicle which is blocking the free flow of traffic through any parking areas;
- d) A vehicle which is parked in a fire lane;
- e) A vehicle which is creating a hazard to any Resident, Resident's property, HACC employee, or HACC property;
- f) A vehicle which is parked in a VISITORS PARKING space for more than the posted number of hours at any one time, unless otherwise approved by HACC;
- g) A vehicle being repaired;
- h) A vehicle being stored on the lot;
- i) A vehicle parked outside a designated space;
- j) A vehicle parked in an inappropriate space, for example, a Resident-controlled vehicle parked in a VISITOR PARKING space; a visitor's vehicle parked in a RESIDENT PARKING space; or a Resident or visitor vehicle parked in a "HACC Staff Only" parking space, or
- k) A vehicle registered at another HACC development.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

G. POOL - WADING POLICY & RULES

Residents may have wading pools within the lawn area of their residence provided the all members fo the household, visitors and guests comply with following rules for safety:

1. A responsible adult must be present at the pool when in used by children.
2. Immediately after each use the poll must be drained and stored on the patio in the upright position.
3. Pool must be used in different areas of your residence to prevent killing off grass.
4. Pool sizes may vary but the volume of water may not exceed 225 gallons.

The following penalties will be used in case of violation of this wading pool policy:

First Violation =	Warning letter
Second Violation =	Permanent Removal of Pool

I understand and agree to all the adding pool requirements, policy and penalties. I understand and will be held liable for any mishaps and/or damages including personal injury or drowning and damage to property caused by a wading pool in use at my residence.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

H. GRILLING & FIRE SAFETY RULES

1. No amount of flammable liquids in any type container should be kept in tenant storerooms
2. Amounts required for maintenance operations may be kept by the management if in proper containers. For portable containers, this would be safety cans.
3. If an amount greater than five gallons is required, it must be kept in a proper container in an inside storage room. The storage room should have a one hour fire resistive construction, proper electrical and heating equipment, vents, explosion relief, etc.
4. Fire doors must not be blocked open. This includes doors opening onto stairwells, fire doors dividing basements and other sections of the building, furnace doors, storage room doors, access to trash chute rooms, and similar locations. It is strongly recommended such doors be marked with an appropriate sign, such as "FIRE DOOR, DO NOT BLOCK OPEN." This could be either a sign attached to the door or painted directly on the door. Such signs will be required where continued violations are found.
5. No storage is permitted in stairwells and exit ways. This includes bicycles, tricycles and baby carriages in particular.
6. No storage of any type is permitted in heating and air conditioning rooms of those residences having individual units.
7. Storage rooms must be kept in a neat and orderly condition. Old newspapers, rubbish, and trash shall not be stored unless in covered metal containers.
8. Lint from dryers is also a possible fire hazard. Commercial dryers must have a vent from the drying chamber directly to the outside. When ordinary home dryers are used and lint is not properly disposed, outside venting will be required.
9. Residence building numbers must be clearly posted and visible from the street.
10. It is required that all smoke detectors and carbon monoxide (CO²) detectors be tested annually. A written record of these inspections must be kept on file, and a copy of the annual inspection of all smoke detectors must be forwarded to the Fire Marshal's Office.
11. Upon written request of the occupant to the owner, a smoke detector assigned for the deaf or hearing impaired must be furnished to all occupants who are hearing impaired or deaf.

MAINTENANCE

The owner/occupant shall be responsible for the safe and proper maintenance of the building, structure, premises, or lot at all times. In all new and existing buildings and structures, the fire protection equipment, means of egress, fire and smoke alarms, devices and safeguards required by the fire prevention code and other jurisdictional ordinances, shall be maintained in a safe and proper operating condition.

OCCUPANT RESPONSIBILITY

If an occupant of a building creates conditions in violation of the fire prevention code by virtue of improper storage, handling and use of substances, materials, devices and appliances, the occupant can be held responsible for the abatement or removal of such conditions.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

Attachment C

Strategy for Addressing Housing Needs

Introduction

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

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

LOCAL EFFORTS

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

Six (6) general fair housing goals were identified:

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

REGIONAL EFFORTS

Clackamas County meets quarterly with regional partners to coordinate fair housing efforts, data collection, training and events. Regional partners include: Multnomah County, Washington County, Clark County (WA), City of Portland, City of Gresham, and the City of Beaverton. In addition, there are several agencies that provide fair housing service in the county, including the United States Department of Housing and Urban Development, The Fair Housing Council of Oregon, Legal Aid Services of Oregon and Clackamas County Social Services Division, Housing Rights and Resources Program.

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

Statewide Goals of the Fair Housing Council of Oregon:

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

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

Attachment C Strategy for Addressing Housing Needs

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

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

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

Clackamas County Actions Taken in 2013-2014 and Analysis of Impact

Strategy	Primary Partners (Lead in BOLD)	Accomplishments
Commit to countywide and regional support to continue and enhance enforcement of fair housing laws	SSD HACC CD	SSD has annual contracts with the Fair Housing Council of Oregon FHCO (\$10,770) and Legal Aid Services of Oregon (LASO) (\$81,250) to provide enforcement of fair housing laws. FHCO assisted 209 people with housing information. 31 (15%) were Latino and 12 (6%) were African American. CD is meeting regularly with regional partners to discuss audit testing options.
Improve access to fair housing information	SSD CD HACC	HCD has met with regional partners and the Fair Housing Council of Oregon to coordinate Fair Housing activities, develop a centralized resource and to develop fair housing materials in multiple languages and formats.
Expand opportunities for tenants using Housing Choice Vouchers	HACC	The Housing Authority of Clackamas County has landlord outreach materials posted on the HACC website: http://www.clackamas.us/housingauthority/ 2014 Landlord Training Events: April 7 th , 2014- Oregon Landlord Tenant Law May 30 th , 2014- HB 2639 New Section 8 Law Outreach for all of these events were done by the following: <ul style="list-style-type: none"> • Direct email invitations to our landlord email list • Announcements on the Metro Multi Family Calendar of events • Fair Housing Council of Oregon Announcements • Promoted on HACC Website • Word of mouth through property management companies, etc <p>Landlord Newsletters were distributed to all landlords in Summer 2013, Fall -Winter 2013/14 and Spring 2014. The newsletters are posted at the HACC website.</p>

**Attachment C
Strategy for Addressing Housing Needs**

Ensure that the Housing Authority of Clackamas County includes wait list and housing recipients data for the annual Fair Housing report	HACC	The April 2014 HACC waitlist for housing vouchers has 1,750 households. 287 (16%) are elderly and 633 (36%) have disabilities. 185 (10%) are Black, 94(5%) are Hispanic, 41(2%) are Native American and 45 (3%) are Asian or Pacific Islanders. 1,572 (90%) are in extremely low income households.
--	-------------	---

Housing Needs.

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

Housing Needs of Families on the Waiting List: Housing Choice Voucher and Public Housing		
	# of Families	% of Total Families
Waiting List Total	2,839	100%
Section 8 Waiting List	870	31%
Public Housing Waiting List	1,969	69%
Extremely Low Income <= 30% of AMI	2,448	86%
Very Low Income <= 50% of AMI	312	11%
Low Income <= 80% of AMI	57	2%
Above 80% of AMI	22	1%
Elderly or Near Elderly	432	15%
Non-Elderly	2,654	93%
Disabled Head of Household	767	27%
White	2,006	71%
Black/African American	576	20%
American Indian/Alaska Native	118	4%
Asian	75	3%
Native Hawaiian/Pacific Island	46	1%
Hispanic	247	9%
Non-Hispanic	2,592	91%
Characteristics by Bedroom Size (Public Housing Only)		
0 BR	0	0%
1 BR	512	26%
2 BR	378	15%
3 BR	715	36%
4 BR	364	18%

* The Clackamas County average family size of 3 was used to for baseline AMI data.

** Elderly is defined as 65 years and over. Near Elderly

*** Disability Status Reflects American Community Survey 2009 Data

Attachment C
Strategy for Addressing Housing Needs

PRIORITY HOUSING NEEDS (households)		Priority		Unmet Need
Renter	Small Related	0-30%	H	1,595
		31-50%	H	1,779
		51-80%	H	1,421
	Large Related	0-30%	H	360
		31-50%	H	640
		51-80%	H	554
	Elderly	0-30%	H	1,074
		31-50%	H	1,101
		51-80%	H	915
	All Other	0-30%	M	1,446
		31-50%	M	1,415
		51-80%	M	1,156
Non-Homeless Special Needs	Elderly	0-80%	H	11,446
	Frail Elderly	0-80%	H	1,223
	Severe Mental Illness	0-80%	H	2,879
	Physical Disability	0-80%	H	575
	Developmental Disability	0-80%	H	1,248
	Alcohol/Drug Abuse	0-80%	H	3,069
	HIV/AIDS	0-80%	M	278
	Victims of Domestic	0-80%	H	218

Non-Homeless Special Needs Data Source – Oregon Office of Housing & Community Service Report 2/19/10
 All others - HUD CHAS database
 2011-2016 Clackamas County Consolidated Plan

Attachment D

Deconcentration Policy

Deconcentration of Poverty and Income-Mixing [24 CFR 903.1 and 903.2] HACC's admission policy must be designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects. A statement of HACC's deconcentration policies must be included in its annual plan [24 CFR 903.7(b)]. HACC's deconcentration policy must comply with its obligation to meet the income targeting requirement [24 CFR 903.2(c)(5)]. Developments subject to the deconcentration requirement are referred to as 'covered developments' and include general occupancy (family) public housing developments. The following developments are not subject to deconcentration and income mixing requirements: developments operated by HACC with fewer than 100 public housing units; mixed population or developments designated specifically for elderly or disabled families; developments operated by HACC with only one general occupancy development; developments approved for demolition or for conversion to tenant-based public housing; and developments approved for a mixed-finance plan using HOPE VI or public housing funds [24 CFR 903.2(b)].

Steps for Implementation [24 CFR 903.2(c)(1)] To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, HACC must comply with the following steps: Step 1. HACC must determine the average income of all families residing in all HACC's covered developments. HACC may use the median income, instead of average income, provided that HACC includes a written explanation in its annual plan justifying the use of median income. HACC Policy HACC will determine the average income of all families in all covered developments on an annual basis. Step 2. HACC must determine the average income (or median income, if median income was used in Step 1) of all families residing in each covered development. In determining average income for each development, HACC has the option of adjusting its income analysis for unit size in accordance with procedures prescribed by HUD. HACC Policy HACC will determine the average income of all families residing in each covered development (not adjusting for unit size) on an annual basis. Step 3. HACC must then determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from 85% to 115% of the average family income determined in Step 1. However, the upper limit must never be less than the income at which a family would be defined as an extremely low income family (30% of median income).

ATTACHMENT E

January 13, 2016

2016-2017 Annual CFP Submission Statement of Significant Amendment

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

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

Sincerely,



Chuck Robbins

Executive Director

Healthy Families. Strong Communities.

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

TDD 503-655-8639 www.clackamas.us/housingauthority

ATTACHMENT F
Statement of Capital Improvements

January 13, 2016

2015 Capital Fund Completed Projects

- Project # 15001 AMP Wide Cabinet Replacement - \$47,652.60
- Project # 15004 Asbestos Abatement Services - \$4,502.00
- Project # 15007 AMP Wide Flooring (On Demand) - \$43,085.85
- Project # 15008 Operations Office HVAC Upgrade - \$10,598.00
- Project # 15009 OCVM & Scattered Site Roof Project - \$96,100.00
- Project # 15010 Clackamas Heights Deck Project - \$128,800.00
- Project # 15011 Scattered Sites Furnace Project - \$78,764.00
- Project # 15012 Green Physical Needs Assessment and Energy Audit - \$19,325.00
- Project # 15013 Hillside Manor Lower Door Work and Entry System - \$25,450.00
- Project # 15014 Hillside Manor Security and Camera Upgrade - \$62,742.51
- Total completed Capital Fund Work 2015 = \$527,019.96

2016 Capital Fund Projects

- Project #15002 – Modernization of 10 Dwelling Units - \$750,000.00.
- Project #16001 – AMP Wide Cabinet Replacement Project - \$50,000.00. On demand two year contract.
-

Healthy Families. Strong Communities.

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

ATTACHMENT F

Housing Authority of Clackamas County
2016 Capital Fund Budget Summary

	2016 Physical Needs Assessment	Physical Needs Hard Cost Total	Clackamas Heights AMP 1	Hillside Park AMP 3	Oregon City View Manor AMP 4	Hillside Manor AMP 5	Scattered Sites AMP 2	Admin/ Maintenance Buildings	Community Centers/ Laundry	Non-Dwelling Space
	Physical Needs Assessment	\$ 33,835,317	\$ 7,860,195	\$ 6,751,208	\$ 6,245,589	\$ 6,608,732	\$ 4,759,891	\$ 937,100	\$ 92,602	\$ 580,000
	Physical Needs Assessment (Over 20 years)	\$ 44,958,033	\$ 11,629,148	\$ 9,689,180	\$ 8,447,987	\$ 8,756,260	\$ 6,435,458			
	Cost per unit per year (Over 20 years)		\$ 116,291	\$ 96,892	\$ 84,480	\$ 87,563	\$ 44,691			
Acct #	2015 Capital Fund Budget	Total Budgeted Costs								
1406	HA-Wide Operations (20% Max)	\$ 173,500								
1408	HA-Wide Management Improvement	\$ 2,000								
	Administration (10% Max w/o in house A&E)									
1410	Central Office, Capital Fund admin and audit	\$ 86,750								
1410	CFP Capital Improvement Coordinator A&E design work	\$ 45,200								
1411	Audit	\$ 6,500								
	PHA Wide Fees and Costs									
1430	Architectural, engineering, consulting; mold asbestos testing & remediation, other related expenses	\$ 35,000								
	PHA Wide Site Improvements									
1450	Paving, fencing, landscape, garden, utilities, 504 accomodation	\$ 40,000								
	PHA Wide Dwelling Improvement									
1460	Cabinets, doors, plumbing, HVAC, siding windows, roofs, kitchens, porches, patios, 504 accomodations	\$ 417,000								
	PHA Wide Dwelling Equipment									
1465	Ranges and refrigerators	\$ -								
	PHA Wide Non-Dwelling Equipment									
1475	Tools, equipment, furnishings, vehicles, Office equipment	\$ 44,879								
1495	Relocation Costs	\$ 10,000								
	Asset Managed Properties - specific projects									
1450	Site Work (concrete, drive, walks, landscape, drainage	\$ -								
1460	Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring etc.)	\$ -								
1460	Energy Improvements per Energy Audit	\$ -								
1470	Non-Dwelling Renovation (flooring, HVAC, windows, siding, cabinets, paint, etc.)	\$ 7,500								
	Grand Total Capital Fund Budget	\$ 868,329								

ATTACHMENT G

VAWA Statement

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

We provide preference vouchers for those who are victims of Domestic Violence. We partner with several community partners like Los Niños Cuentan, Clackamas Women’s Services, and Northwest Housing Alternatives to administer the Domestic Violence preference vouchers.

In addition, we are in continuous contact with County and City agencies, including the various law enforcement agencies, for cases with Domestic Violence activity.

HACC funds a transitional housing program, Shelter + Care tenant based voucher, and a project –based voucher housing programs under the Continuum of Care, where many victims of Domestic Violence are housed and provided services.

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

X

Chuck Robbins
Executive Director

Date

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

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

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

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or Annual PHA Plan for the PHA fiscal year beginning 7/1/2016, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

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

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


Housing Authority of Clackamas County
PHA Name

OR001
PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2017

5-Year PHA Plan for Fiscal Years 20__ - 20__

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

Name of Authorized Official Chuck Robbins	Title Executive Director
Signature 	Date 1/21/14

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

U. S Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 2/29/2016

ATTACHMENT H

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

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

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

Housing Authority of Clackamas County
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
 Impediments (AI) to Fair Housing Choice of the


Clackamas County
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

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

Housing Authority of Clackamas County works closely with Community Development on
Clackamas County's Consolidated Plan and the Analysis of Impediments.

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

Name of Authorized Official	Title
Chuck Robbins	Executive Director
Signature	Date
	1/21/16

Civil Rights Certification
(Qualified PHAs)

ATTACHMENT H

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

Civil Rights Certification

Annual Certification and Board Resolution


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

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

Housing Authority of Clackamas County
PHA Name

OR001
PHA Number/HA Code

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

Name of Authorized Official	Chuck Robbins	Title	Executive Director
Signature		Date	1/21/16

ATTACHMENT I

PUBLIC HEARING NOTICE

The Housing Authority of Clackamas County Board of Commissioners will hold a Public Hearing at the Public Services Building, located at 2051 Kaen Road, #409, Oregon City, OR 97045 on Thursday March 17th, 2016 at 6pm. The Public Hearing is scheduled to cover the Housing Authority of Clackamas County's (HACC) Draft 2016-2017 Annual Plan.

The Annual Plan provides details about HACC's immediate operations, programs, services, and program participants. It also describes HACC's strategy for handling operational concerns, program and service delivery, and resident concerns and needs during the upcoming fiscal year.

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

Housing Choice Voucher recipients, public housing residents, resident councils, organizations, and the general public are encouraged to attend and submit suggestions, recommendations, comments and ideas on the Annual Plan.

The Draft Plan is available for review from January 23rd, 2016 through March 8th, 2016. Copies can be obtained online at <http://www.clackamas.us/housingauthority/> and hard copies are kept for public review at HACC's administrative office located at 13930 South Gain Street, Oregon City, OR, HACC's Property Management Offices at 13900 South Gain Street, Oregon City, and HACC's Hillside Manor Office at 2889 S.E. Hillside Court, Milwaukie, OR. HACC's offices are open Monday through Thursday 8am to 6pm. The Plan can also be viewed at the Clackamas County Library, 16201 SE McLoughlin, Oak Grove, OR.

Written comments should be directed to Elizabeth Miller, Housing Authority of Clackamas County, P.O. Box 1510, Oregon City, OR 97045, or by email at emiller@clackamas.us. Comments must be received by 5:00 PM on March 8th, 2016.

Reasonable accommodation will be provided for any individual with a disability

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

Contact: Chuck Robbins, Housing Authority of Clackamas County, 13930 S. Gain St., Oregon City, Oregon 97045. Telephone: (503) 655-5666. E-Mail: chuckrob@co.clackams.or.us.



ATTACHMENT J

HACC ANNUAL PLAN 2016-2017
1.14.16 RAB MEETING MINUTES

10:00-10:20 Welcome and Introductions

Chuck Robbins

Agency Overview:

- ❖ The Annual Plan we will discuss today covers FY2017 (July 1, 2016 - June 30, 2017)
- ❖ The Annual Plan states our mission, activities and progress on meeting goals and objectives from the previous year.
- ❖ Housing Choice Voucher Program received “Standard PHA” due to compliance with HUD’s budget cuts. Public Housing scored 92/100, putting Public Housing as a high performer. HACC has old housing but we were still able to maintain HUD’s highest standards. HACC is the first HA in Oregon. PH act signed in 1937, CH built in 1938. 2 programs – PH & S8. Section 8 jumped down to Standard performer. Nothing to do with the work, staff, clients. Basically, HACC is being punished by doing everything HUD asked us to do. Sequestration cut budgets across the board. HUD wanted us to cut spending, which meant we stopped issuing vouchers. We dropped lease-up rate to below 98%, causing us to rank as a standard performer.
- ❖ Public Housing received a score of 92 out of a possible 100, awarding them as “High Performer” status another year.
- ❖ HACC is planning for RAD application
- ❖ The purpose of the Annual Plan is to provide accountability and transparency concerning policies, rules and plans around HACC's operations.

Q: Does the Standard Performer status increase our inspections from annual to every three years?

A: No, it has to do with being able to go after different funds. Based on all the work that has been done this year, we will have no problem reaching High performer status this year.

We are looking at our Public Housing (PH) units to figure out how we can continue to maintain them. HUD doesn't give us enough money to maintain the units. HUD gives us an opportunity to apply for RAD when we look at redeveloping our PH. We are in the early planning stages. Regardless of what happens, residents are our number one concern. Residents are protected under the Relocation Act. You would be relocated to a comparable unit. We will be working closely with the residents.

Question: Regarding the Forrest Edge evacuation, do the landlords/ apt owners help with relocation or is it the Housing Authority's responsibility? It's a partnership. With Forrest Edge, we have multiple agencies providing services to assist in relocation. Social Services provides hotel vouchers for up to 3 weeks. HACC is helping families find new apartments. The landlord should refund rent and security deposit back. Red Cross was involved, local churches and other local non-profits.

10:20-10:40 HCV (S8) Updates - Review Attachment A

Toni Karter

Because of sequestration: HUD allowed us waiver of 2 policies.

- If you have less than \$5,000 in your bank account, then you don't have to provide bank statements.
- Second waiver, HUD does a study, what is average rent in the market and they come up with Fair Market Rent (FMR). FMR is about 30% below what the market rent is. With a Reasonable Accommodation, payment standards can be adjusted to 110% of FMR. HUD requires a waiver request for anything above 110%.

Online orientation: instead of coming in for an orientation & briefing material, you can access them online.

Remove \$50 minimum rent for Veterans in the VASH program.

ATTACHMENT J

Tenant Based Rental Assistance (TBRA): HACC was awarded \$100,000/year for 2 years. The rental assistance is tied to the Reboot NW participants. To be eligible, you must be a veteran or long-term unemployed and interested in Technology and Manufacturing. Another use of these funds is to allow for rental assistance in a natural disaster situation.

Portability: If you want to port, you can give a 30 day notice. HUD changed some of rules a bit and clients now get assistance from the PHA in identifying the location to mail their voucher if they request that assistance and clients get 30 additional days to search by the receiving PHA and clients also now get automatic

Tolling: a client finds a unit, turns in paperwork, landlord backs out after 10 days, S8 will add 10 days to the number of days you have before your voucher expires.

Cost effective option: if client is given the choice of a month to month lease at a higher cost or a 12 month lease with a monthly discount, then the difference in cost will come out of client's pocket, not HACC, allowing us to help more families.

Prorated family: a prorated family is when not everyone in the household is a citizen. A lot of families in the terrible rental market, are paying 100% of their income in rent. Our policy doesn't prohibit us from approving this. The change in policy will allow us to deny a unit if they will pay more than 80% of their income on rent.

Zero income: the policy change allows HACC to request zero income families to report their income quarterly. We also hope to connect with families better to offer resources in their community and we also have an obligation to seek to reduce fraud.

Add a preference for Veteran's: Social service agencies can also access additional money if we provide a veteran preference.

Adding chronic homeless individual preference: The County has made it a mission to end homelessness and this is our contribution.

Q: Does preference mean you jump ahead of other people in line?

A: Yes, HACC has determined that there are some circumstances where certain folks should receive a preference.

We want our most vulnerable folks housed first (Domestic violence victims, chronically homeless, Veterans etc).

S8 has thirteen (13) preferences. PH has zero (0). We have removed many preferences over the last few years.

HACC used to have about 120 vacancies per year, but those were all filled with preference households. Which meant we were not pulling anyone off the waiting list. With the reduction in preferences we were able to pull nearly 800 names off the wait list and still honor all the preference families with vouchers this year.

Q: Preferences come through a referral agency?

A: Yes. Preference clients come to use through an agency. You cannot self proclaim anything there must be proof of homelessness, veteran status, and domestic violence.

Adding Ch. 18 to Policy Book: Adding policy for TBRA and for the Shelter + Care (S+C) Program. S+C is run similar to S8, but uses the housing first model. HACC has to accept these homeless clients regardless of criminal history.

Removing preference: clients in the S+C program had the option to graduate to a regular S8 voucher, once stable in their housing. We are going to keep clients in the S+C program but remove the option for them to graduate to regular S8 voucher.

Q: Why can't all the money be combined and just go to housing everyone?

A: Great idea, but HUD is very strict about how the money is spent. PH & S8 can't even share office space.

Adding Preference: VASH serves homeless veterans. VASH clients receive services, rent assistance and a case manager.

We only get 46 total VASH vouchers. In order to continue to serve the veterans, once the client was stable, the preference allows the VASH client to graduate to S8. Thereby making room for another homeless disabled veteran to access this valuable VASH voucher resource.

10:40-11:30 Annual Plan Review: Agency Policy Revisions

Elizabeth Miller

There are 2 policy changes

- 1.) Strategy for Addressing Housing Needs (Attachment C)
- 2.) Public Housing Pet Policy and Rich will talk more about that a little bit later.

Attachment C: Strategy for Addressing Housing Needs:

Elizabeth Miller



There are 2 parts to our strategy for addressing housing needs.

- Fair Housing Plan and Chuck will talk more about that later.
- Housing Needs Assessment. HACC is currently conducting a Housing Needs Assessment. We have a PSU Intern who has been working really hard for the past few months gathering data and putting together a draft housing needs assessment. She is about 1 month from completing that draft.

A huge piece of the HNA is the rent study. She put together a list of as many apartments as she could find in Clackamas County, then contacted each one for unit information and rent information. She has info on over 150 apartment complexes in Clackamas County.

That data will then be put on a map by the County's GIS team. This will help us identify where the gaps are, what sort of housing we need to build.

On page 19, you will see some data on our current waiting lists. We have been pulling from our lists at a steady pace.

- In 2015, there were 1,387 households on the section 8 waiting list, now there is only 870
- In 2015, there were 2,722 households on Public Housing WL, now there is less than 2,000

Attachment D: Deconcentration Policy

Chuck Robbins

The intent is that we don't place all of our clients in one area. We are a little bit hamstrung with the parks. Our plan is to develop mixed income housing. Also find ways to limit development of new housing in concentrated areas. Also, potentially mixed income housing. Easton Ridge is a good example. 80% of the 264 units need to be available to 60% area medium income or below. The rest of the 20% is available to any income (market units).

Q: Isn't it cheaper to maintain units when they are all together?

A: Yes, it can be cheaper when they are closer together. Our scattered sites can be more expensive because they are scattered throughout the county instead of in one area.

Annual Plan: New Activities (B.2)

Chuck Robbins

- Mixed Finance Modernization or Development: develop new affordable housing projects. Potentially building new veteran housing project. There is Alcohol & Drug Free housing being built right now, called Town Center Greens (TCG), to be completed in August 2016. The idea is households in recovery will have a place to stay.

Q: When you talk about disabled housing, what about disabled children who are in the household?

A: If they were a veteran then they are eligible. The disabled category includes "veterans"

Q: Is there a plan to build disabled housing?

A: Not in the works, but we are open to all ideas and if the need is there, we are interested.

Q: Why isn't there housing for families with disabled children?

A: Non-profit developer received funds to build veteran housing. That doesn't mean we aren't going to build that sort of housing, it just means there isn't a project in the planning stages.

- Rental Assistance Demonstration (RAD) program: in order to go through the RAD program, we have to demonstrate the need. We have to determine if we can continue to maintain our properties. We completed a Green Physical Needs Assessment (GPNA). The older the projects, the more they will cost to maintain. We will need to invest about 2 million to maintain our units per year. GPNA didn't even consider the upgrades need for the infrastructure. RAD allows us to do a number of things with PH. We can sell PH and take that money to build new housing. PH can't incur debt. Hillside Manor (HM) is tired but structurally sound. Can't incur debt to do the upgrades. RAD

helps you convert PH to Project Based Vouchers. Then you can use the money to modernize HM. Milwaukie has great access to services. We are looking at redeveloping Hillside property.

Development Objectives:

- If we knock down 1 PH unit, we develop 4 times that many. If we sell 200 units, we build 800.
- We want to make sure if there is any new development, funds get distributed to HACC so we can continue to operate in the black.
- Minimize relocation costs. We want to make sure there is a place that you can move to, so the only cost is moving your things.
- We want to make sure your standard of living is improved.
- Increase access to services.
- De-concentrating: Not putting all the housing in one place. Build small projects in various locations around the county.

Q: Is there a plan to convert HM?

A: Yes, we are looking at potentially modernizing HM.

- Project Based Vouchers (PBV) again this year. S8 is tenant based vouchers; PBV is where the voucher stays with unit not the tenant.
- Modernize our units.

Q: last year we talked about Clackamas Heights (CH) redevelopment, what happened to that plan?

A: It takes a long time, and we are still exploring all of our options under RAD. CH wasn't our first choice for redevelopment. Limited in transportation and services. Hillside in more urban areas. Mayor of Milwaukie is excited to redevelop. There is also redevelop going on sound of Hillside Park. If we do any development, we have development objectives.

Q: Has HA considered hiring a part time grant writer?

A: It's tough to find grant money for operations. We are federally funded and have to comply with fair housing.

New Affirmatively Furthering Fair Housing (AFFH) Policy. HUD won't approve our 5-year plan until we comply with the New AFFH.

11:30 – 11:45 Break for Lunch

11:45-12:00 Capital Fund Overview (B.5)

Josh Teigen

First unit vacant and you go through the relocation, asbestos abatement.

We have a 10 unit project going out for bid. That project should get started pretty quickly.

Q: When will the rest of the decks be complete at CH?

A: It depends on how bad the decks are. Maintenance determined which decks were to be replaced.

Next year, 10 unit modernization, \$750,000. 1 CH unit, 1 Oregon City View Manor unit, 6 Scattered Sites; 2 Hillside Park ADA units

Cabinet contract will be out for bid

Q: Who determines maintenance priorities?

A: Maintenance reviews each unit annually and determines if things need to be replaced.

ATTACHMENT J

There are some maintenance issues that need to be addressed.
Insulation issues in the duplex units. It's the age of the buildings.
The issues that we are having is the reason we are looking at the RAD application to demonstrate to HUD that we cannot maintain these units any longer.

Attachment F: 2016 Capital Fund Budget Summary

Q: Does that money sit there? Are we investing?

A: We are awarded a grant every year. We have to obligate 90% of the grant year. We have 4 years to spend the grant in full.

We have to put out a RFP for each contract. We have to accept the lowest bid. Unless there is a reason they didn't include something.

12:00-12:45 Public Housing Updates: Attachment B

Rich Malloy

Public Housing is revising the Lease Agreement. More readable, easier to understand, more user friendly.
There have not been substantial changes to the lease. We will go through the lease agreement and proposed changes.
Lease hasn't been reviewed by legal counsel.

Pet Policy Discussion. 2 pets per house allowed.

Trespass Unit: trespassed person in the unit. We can't charge the tenant. Interestingly, when we got this lease. Section Marijuana is still not ok – recreation or medical.

Q: Where is the trespass clause?

Comment: residents of Public Housing requested clarification on the Pet Policy. A few questions to be answered?

How many pets are allowed?

Does that include Service Animals?

What if you already have 2 pets, can the resident be "grandfathered" in?

We will probably have residents sign the new lease at their annual re-exam.

A lot of what was in the handbook is now in the lease agreement as addendums.

If we do make changes to the lease agreement, there has to be a 60 day notice by mail. We are looking at summer before we include it in the annual recertifications.

12:45-12:50 Annual Plan Timeline

Elizabeth Miller

- ❖ After this meeting, any recommendations will be considered and the Plan will be updated accordingly.
- ❖ Then the New Draft Plan is open for public review for 45 calendar days starting Friday, January 23 and ending March 8th. Comments received during this period will be considered and the plan will be updated accordingly.
- ❖ On March 17, 2016, there will be a Public Hearing on the Plan before the Board of Commissioners
- ❖ On March 31, 2016, we hope to get the Commissioners final approval.
- ❖ On or before April 7, 2016 We will submit the plan to HUD for review
- ❖ The Plan will become effective 7/1/2016

12:50-1pm Questions and Answers

All

Miller, Elizabeth

From: Miller, Elizabeth
Sent: Wednesday, March 09, 2016 11:53 AM
To: 'Tom Cusack'
Subject: RE: Comments on the PHA Annual Plan

Tom –

Thank you for your comments. I will include them as comments in our Annual Plan.

1. The Housing Authority payment standards had to be increased to comply with the Regulatory requirement of being within 90% of FMRs. Due to the current market conditions of a less than 3% vacancy rate in our County and less than .5% vacancy in affordable housing, HACC has already adopted 100% of FMR payment standards for 0, 1, and 2 bedroom and 90% of FMRs for 3 and above bedrooms for the newly published FMR's effective February 1, 2016. At this time, below is the data on rent burden to families, unfortunately the PIC module is “under revisions” for detailing the race and ethnicity of these families:

Rent Burden as a % of Family Adjusted Income

Rent Burden (Tenant-Based Vouchers Only and Excluding Mixed Families)

Public Housing Agency	30(%)	31-35(%)	36-40
OR	51	18	
OR001 - Clackamas	51	15	

2. We have already adopted the streamlined rules and will continue to adopt

Thank you again for your comments,

Elizabeth Miller | Planning and Administrative Services Manager
Housing Authority of Clackamas County
503-655-8279

From: Tom Cusack [mailto:housepdx@gmail.com]
Sent: Tuesday, March 08, 2016 2:33 PM
To: Miller, Elizabeth <EMiller@co.clackamas.or.us>
Subject: Comments on the PHA Annual Plan

Hi, Elizabeth this is Tom Cusack in Lake Oswego. As you may know I write the Oregon Housing Blog.

I have two initial comments on the draft PHA annual plan

1. HUD published revised Portland metro FMR's in the Federal Register in early February 2016.
<https://www.federalregister.gov/articles/2016/02/03/2016-01920/final-fair-market-rents-for-the-housing-choice-voucher-program-and-moderate-rehabilitation-single>

The plan should include a listing of the proposed revised payment standards and a description of any changes in payment standard areas from the prior year.

As part of the process for determining payment standard revisions the admin plan calls the PHA to evaluate cost burdens. I suggest you include in your payment standard process discussion above the % of voucher

households who are paying more than 30% of income for rent. (excluding over housed households), including a breakout by race and ethnicity.

2. HUD has now published in the Federal Register final rules for streamlining of the housing voucher and public housing program. [<https://www.gpo.gov/fdsys/pkg/FR-2016-03-08/pdf/2016-04901.pdf>]
The plan should include a timetable for adoption of the flexibilities permitted by the final rules including, but not limited to, the authority to adopt exception payment standards up to 120% of the FMR as a reasonable accommodation for persons with disabilities.

Thank you ,
Tom Cusack

[Spam](#)

[Not spam](#)

[Forget previous vote](#)

March 17, 2016

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the
Third Quarter of Fiscal Year 2016

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2016.
Dollar Amount and Fiscal Impact	\$7,585.34 in total collection losses.
Funding Source	N/A
Safety Impact	N/A
Duration	(January 1, 2016 – March 31, 2016)
Previous Board Action	First and Second quarter collection losses were approved by the Housing Authority Board of Commissioners.
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2016 (January 1, 2016 – March 31, 2016). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the third quarter of fiscal year 2016 will be \$5,968.16 for Low Rent Public Housing and \$1,384.98 for Local Project Fund and \$232.20 for Jannsen Road Apartments. Of the total third quarter write offs, \$2,394.72 was for uncollected rents and \$5,190.62 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

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

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the first, second, and third quarters of fiscal year 2016 will be \$34,909.21.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

LRPH

Collection Loss for the period of

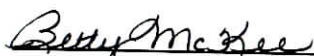
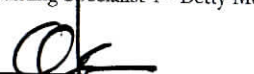
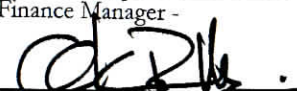
1/1/2016

to

3/31/2016

Third Quarter of Fiscal Year 2016

Unit #	SS #	Name	Rent	Sundry	Total
1007-4	xxx-xx-1253	Jennifer Masters	93.75	2,800.00	\$ 2,893.75
1043-3	xxx-xx-2206	Donna Clark	3.48	581.53	\$ 585.01
3077-2	xxx-xx-7268	Angela Sterba	(5.78)	678.00	\$ 672.22
5220-4	xxx-xx-7316	Estate of Sherry Rood	49.70	(17.50)	\$ 32.20
5301-5	xxx-xx-2743	Estate of Sandra Goldade	(31.40)	643.23	\$ 611.83
5813-3	xxx-xx-4967	Estate of Donna Sparks	216.90	24.22	\$ 241.12
5905-3	xxx-xx-9561	Sergey Zubanov	604.10	327.93	\$ 932.03
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Write-off			930.75	5,037.41	5,968.16


 Accounting Specialist 1 - Betty McKee

 Finance Manager -

 Executive Director - Chuck Robbins

LPF

Collection Loss for the period of

1/1/2016

to

3/31/2016

Third Quarter of Fiscal Year 2016

Unit #	SS #	Name	Rent	Sundry	Total
303010-7	xxx-xx-7342	Stephanie Dodson	1,384.98	-	\$ 1,384.98
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
		Total Write-off	1,384.98	-	1,384.98


Accounting Specialist 1 - Betty McKee


Finance Manager -


Executive Director - Chuck Robbins

JRA

Collection Loss for the period of

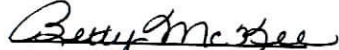
1/1/2016

to

3/31/2016

Third Quarter of Fiscal Year 2016

Unit #	SS #	Name	Rent	Sundry	Total
40008-14	xxx-xx-0278	Joshua Applestill	78.99	-	\$ 78.99
40009-11	xxx-xx-1941	Heather Imel	-	153.21	\$ 153.21
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Write-off			78.99	153.21	232.20


Accounting Specialist 1 - Betty McKee


Finance Manager -


Executive Director - Chuck Robbins



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 17, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Public Meeting for Consideration of the Planning and Zoning Division's Long-Range Land Use
Planning Work Program for 2016-2017

Purpose/Outcomes	Adoption of Long-Range Land Use Planning Work Program for the Upcoming Fiscal Year
Dollar Amount and Fiscal Impact	Cost is dependent on the number and position classifications of full-time equivalent staff assigned to work program projects. Funding the staff recommendation is estimated to cost approximately \$210,000 in Planner staff time plus a proportional amount of the Planning Director's and Administrative Assistant's time. Funding at this level is included in the proposed Division budget for the upcoming fiscal year.
Funding Source	General Fund
Duration	July 1, 2016 through June 30, 2017
Previous Board Action	The Board held a policy session on this item on March 1, 2016.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide integrated information, plan review, permitting and inspection services to residents, property owners, businesses and the development community so they can advance their projects in a timely manner consistent with applicable codes, facilitating the pace of economic growth; provide plan development (updates to the Comprehensive Plan, Transportation System Plan and Zoning & Development Ordinance), analysis, coordination and public engagement services to residents; businesses; local, regional and state partners, and County decision-makers so they can plan and invest based on a coordinated set of goals and policies that guide future development. 2. Grow a vibrant economy.
Contact Person	Mike McCallister, Planning Director – 503-742-4522

BACKGROUND:

Annually the Planning and Zoning Division develops a work program for the following fiscal year. The work program is not a comprehensive list of the division's functions, but rather is a list of long-range land use planning projects. Adoption of the annual work program is timed to provide a basis for budget development for the upcoming fiscal year.

To help develop the list of potential work program projects, staff solicited suggestions from Community Planning Organizations, Hamlets and Villages, cities in the county, other interested parties and other county divisions. Staff summarized the suggestions in the attached table.

Five Board-initiated or staff-recommended projects were added to the list as well:

- Urban and Rural Reserves,
- ZDO Audit,
- City of Damascus (if the city votes to disincorporate in May),
- Marijuana Land Use Regulation Amendments (tentative, depending on outcome of proposed state legislation or urgent changes identified by the Board or staff), and
- Natural Resource District Amendments.

Staff's recommendation is to adopt those five projects as the long-range land use planning work program for 2016-17. Elements of the requests by MAP-IT and the Jennings Lodge CPO could be considered as part of the ZDO Audit project in 2016-17 and/or subsequent years, but in that context would be scaled back considerably from the submitted requests.

See the attached memo from the Planning Director to the Planning Commission for details on the staff recommendation and the significant constraints facing the Planning and Zoning Division in pursuing new community planning initiatives in 2016-2017.

On February 22, 2016, the Planning Commission took public testimony on the work program and made a recommendation to the Board. This recommendation is set forth in the attached letter to the Board from the Planning Commission Chair and in the attached draft minutes from the Planning Commission meeting. To summarize, the Planning Commission recommends that the Park Avenue Station Area Design Plan suggested by the McLoughlin Area Plan Implementation Team (MAP-IT) be the first priority for 2016-2017, with the five projects recommended by staff rounding out the work program in priority positions two through six.

Rather than setting the Park Avenue Station Area Design Plan as a first priority for 2016-17, Planning staff proposes to initiate a dialogue with MAP-IT representatives to discuss their proposals in more detail in the context of the current ZDO, the ZDO audit and related issues. Our intent would be to return to the Board during 2016-17 to report on the results of that dialogue and seek direction on whether to move forward in 2017-18.

Subsequent to the drafting of the staff recommendation and the Planning Commission's consideration of the work program, the Board narrowed the scope of the Reserves project to include only Rural Reserves. This will reduce the amount of staff time required for that project from 0.4 FTE to 0.25 FTE. Staff recommends that this additional available FTE be added to the ZDO Audit project to allow it to proceed at a somewhat quicker pace.

RECOMMENDATION:

Staff recommends the Board adopt the first five projects on the attached table as the Planning and Zoning Division's long-range land use planning work program for 2016-2017, with the Urban and Rural Reserves project changed to the Rural Reserves project, and 0.25 FTE moved from that project to the ZDO Audit.

Respectfully submitted,



Mike McCallister, Planning Director
Department of Transportation and Development

March 8, 2016

Dear County Commissioners,

At the February 22, 2106 meeting, the Clackamas County Planning Commission considered the Planning and Zoning Divisions work program for 2016-2017. During the meeting, the Planning Commission heard public testimony and considered a range of projects for the work program, including the rural reserve project, 5 projects recommended by staff, and broad range of other projects recommended by CPO's, Hamlets, and other community members.

The Planning Commission's recommendation includes moving the Park Avenue Station plan as the first priority project in the work program and for the Board to consider additional funding and resources to complete this project.

The Planning Commission also recognizes the limited resources of the Planning Division to complete all of the requested projects now and in upcoming work program proposals. Those resources will be further strained by the recent and anticipated retirements of more than 25% of the Planning staff in the next several years. The Planning Commission recommends that the BCC provide more staff and resources for the Planning Division in order to support ongoing succession planning for the Planning and Zoning Division.



Mark Meek
Planning Commission Chair

**DRAFT PLANNING COMMISSION
MINUTES**

February 22, 2016
6:30 p.m., DSB Auditorium

Commissioners present: Brian Pasko, Norman Andreen, Mike Wagner, Mark Meek, Tom Peterson, John Gray, Mark Fitz.
Absent: Gail Holmes, John Drentlaw.
Staff present: Mike McCallister, Jennifer Hughes, Darcy Renhard.

1. Commission Chair Meek called the meeting to order at 6:34 p.m. Commissioner Wagner asked that we take a moment to pay our respects in the passing of Bob Reeves, who was a long-time chair of the Villages at Mt. Hood and was very active in the community. His presence will be missed.

There were no other public comments other than those related to what is on the agenda.

2. Mike McCallister explained that the public hearing tonight is to consider the Planning Division Work Program for 2016-2017. This is a public meeting, which is a little more informal than our regular hearings. We will also take a look at where we really are on our 2015-2016 Work Program, which as the Planning Commissioners are aware, was for the most part put on hold while the Planning Division worked to put together the marijuana ordinance. Jennifer is going to discuss what is being considered as we continue with the ZDO audit. The BCC will consider the Planning Commission's recommendation on the Work Program at their meeting on March 17th. In November, Planning Division staff asked for input from other County divisions, CPOs, hamlets and villages, cities within the County, and other interested parties on the 2016-2017 Work Program. Clearly the Planning staff cannot complete all of the projects that were recommended, but that is what the Planning Commission will be taking a look at tonight. Another thing that the Planning Commission should consider is that the BCC has already initiated a project around the urban and rural reserves issue. There are three rural reserve areas that the BCC wants staff to take a second look at to determine if they are appropriately designated. Commissioner Wagner feels that the reserves project is a waste of money because it was already done years ago. He does not feel that the Board should reopen the issue. Mike explained that we also have a reduced staffing capacity to do work this year. We have three planners who have or will be retiring this year. We are trying to move quickly to replace those staff, but it takes at least a couple of months to get new staff up to speed. The public service counter is very busy, and about half of the questions that come in are related to marijuana. There are also a number of other projects that will be coming to the Planning Commission in 2016. Some of them are Engineering projects (ped/bike, etc.). Commissioner Fitz stated that we should consider Damascus' possible disincorporation which would provide the County with staff who are already paid for. Commissioner Pasko pointed out that if Damascus does disincorporate it will bring that amount of work into the County, so there really is not much gain in available staff. Most of the planners in Damascus have already found other work anyway. Mike McCallister explained that on a daily basis, we have 3 staff attending to the public service counter and answering public service phone calls. Approximately 6 staff process land use applications.

Jennifer has divided the Work Program Table into 3 sections. The first one is what the Planning staff recommend. The second one is those projects that are within the purview of the Planning Division and have been recommended by public comment. The third section is projects that were suggested, but that are not within the purview of the Planning Division. Project 1 has already started, per BCC direction. Martha Fritzie is the point person for the County on this project. Mike has assigned this project 0.4 FTE, plus support. Project 2 is the continuation of the ZDO audit, which is estimated to require about 0.9 FTE, including Jennifer. Originally, the ZDO audit was projected to take 5 years. This is not what has happened. Things have come up during the process, such as marijuana, appeals, and so on. We are at least a full year behind where we thought we would be. By Jennifer's estimate, the ZDO audit will more likely end up taking 7 years by the time we are done. Project 3 involves disincorporation by the City of Damascus. It involves what would need to happen in the immediate term. One thing that may need to happen would be to work with Happy Valley to expand their UGMA, and the second would be to apply the County ZDO and Comp Plan to what is now the City of Damascus. The big things that they don't currently have in their code are the water quality and habitat conservation regulations that we have in our code. They have to apply them anyway, but they are just not written into their code. The other thing that they don't have is marijuana regulations. Other than these two things, their current code is pretty similar to ours. We are estimating 0.2 FTE for this project.

The fourth project is marijuana land use regulations. We simply don't know at this point what may materialize. We may also need to update our code to remain in compliance with new rules that may be created by OHA and OLCC. Commissioner Pasko thinks that unless there is an urgent situation created by OHA and OLCC changes, we should wait until the end of the year to review this again. We could all use a break from marijuana. Project 5 is a recurring project that shows up almost every year because of changes to State law that affect the natural resource zoning districts. It is much easier to just keep current with new State law than to try and come back later and fix everything. This year the changes are all minor. We are estimating it will take only 0.1 FTE. If we don't have to do marijuana amendments or Damascus doesn't disincorporate, staff is recommending that the resources be redirected to the ZDO audit because it benefits the entire County.

Projects 6, 7, and 8 were all recommended by Eagle Creek/Barton CPO. Project 6 may involve a lot of complex work, and there are many contingent factors. Project 7-which is using solar power as a use in farm, timber, and forest land-needs more research because it is not clear what is being requested. Last year MAP-IT asked to have a design plan developed for the Park Avenue Station Area. The BCC directed MAP-IT to conduct outreach to local landowners to find out if there is consensus on what needed to be done. To date, Planning staff has not heard of any coordinated efforts. Project numbers 10 and 11 could be incorporated into the ZDO audit. Numbers 10-24 were submitted by the Jennings Lodge CPO. The two main themes of the requests are tree protection and concerns about residential density. Commissioner Pasko feels that the HOA situation needs further discussion. To have Code Enforcement take care of what are HOA issues is pointless. Commissioner Pasko thinks code enforcement is an issue for Planning Commission consideration. Commissioner Andreen pointed out that the Planning Commission has the ability to take on a project on their own. Mike informed the Commission that the BCC recently had Code Enforcement audited by a third party. He will check with the DTD Director about forwarding the findings of the audit to the Commission. Commissioner Pasko thinks that there may be more systemic issues involved and that the Sheriff's office may need to be involved. Mike will add this discussion to the number of items for the March 14th meeting. Commissioner Peterson asked if the project list is based on assumed staffing levels at the beginning of the year. Depending on how successful we are with recruiting, he asked if some of these projects could be added to the first list. Mike answered that it may be possible, but that it does take several months to get new staff up to speed.

Commissioner Meek opened the meeting for public comment.

Joseph Edge, 14850 SE River Forest Dr., Oak Grove-Mr. Edge is a member of the Oak Grove Community Council and MAP-IT. He would like the PC to recommend the Park Avenue Station Area Plan as a high priority project to the BCC. They went back last year and worked on the project after it was not approved as part of the 2015-2016 Work Program. Property owners were asked to join an assessment district for lighting, which passed, so MAP-IT members decided not to over-contact the landowners with the Park Avenue Station Area Plan as well. The McLoughlin area corridor is one of only a few employment areas in the County, and the only one where infrastructure has already taken place. All we need to do is to allow developers to respond to changes in zoning so that they can put the right kinds of development in around the station area. Right now developers aren't interested because of the current allowed density and the parking standards. These two things make the area unattractive to potential developers. He is advocating for zoning changes around the station area and does not think that it would take 2.0 FTE as estimated by staff because MAP-IT has already done all of the work and drafted the standards.

Nate Burton, 12417 SE 27th Ave., Oak Grove-The community went through a lot of work, and he really appreciates the open dialogue that has been happening. He acknowledges that part of what they are asking for could be done in the code audit. They are trying to maximize the potential for the community which would benefit both their neighborhood and the County as a whole. There was a challenge in trying to reach out to the landowners, especially right after getting approval for the lighting district. Having the credibility of County staff would help them make progress with the landowners. Commissioner Andreen asked why they have not used the Oak Grove CPO as an outreach vehicle. They should be using their CPO as a resource, especially since that is the whole purpose of having a CPO. The County supports the CPOs for this very reason. If the CPO can't provide the help that they need, then they should go to the Board of County Commissioners. Commissioner Pasko stated that if they are able to show greater public support through their CPO, then there will probably be more support when they get to the BCC. Commissioner Meek suggested that they approach the Economic Development Commission, which is a

group of business owners and partners who may be able to provide additional help. Commissioner Wagner feels that this project should remain high on our priority list.

Baldwin Vanderbijl, 3416 Naef Rd., Oak Grove-Nate and Joseph have been very active in the CPO. The landowners are a different matter. It has been very difficult to get the landowners involved. What the CPO is looking for are relaxed standards that would make the area more appealing for developers. There are three representatives each from the Oak Grove, Jennings Lodge, and Clackamas CPOs as well as MABA who have been working together on this project. He is encouraged to hear that the Park Avenue Plan was rated highly last year, and seems to be the same case this year. He is hoping that maybe the County can hire people with less of a learning curve so that the work can be done sooner. He recommends that the County begin hiring as soon as letters of retirement are in-hand. He does not think that this project would take 2.0 FTE. He is encouraged to hear that some of the things may be able to fit into the ZDO audit. Commissioner Andreen asked if they have gone as a group to the BCC to share their frustrations, and if so, what was the response? Mr. Vanderbijl replied that he is 80% sure that they have gone to the BCC, but that they did not get a response. Commissioner Andreen believes that this is a project that needs to be done, but it needs to be done correctly. Just relaxing the standards is simply bad planning.

Karen Bjorklund, 10824 SE Oak St. #34, Milwaukie – Ms. Bjorklund represents the Jennings Lodge CPO. She asked community members in their December meeting what they wanted the CPO to present to the Planning Commission, which is why they have 14 projects in their list of suggestions. They prioritized the list based on how many times a project was suggested. There were things that don't fit into the ZDO audit, but could still come up somewhere else. Their biggest priority is related to trees, which could happen as part of the ZDO audit in 2017. She is very concerned about the number of trees they are losing. In the meantime, the community would like to have mitigation standards for tree removal. When you add more development, you remove more trees which in turn increases your concentration of carbon dioxide and pollutants. If there were a tree replanting program, there would be assurances that this would be addressed. The model that they used is what already exists in the ZDO under the HCA. There may be ways to apply Comp Plan policies to a more localized area rather than the whole County (item 13). The genesis for the zone overlay idea came from the BCC. Also, traffic safety could be part of the ZDO audit if it was adopted as part of the work plan. There needs to be an adequate safety infrastructure in place if development starts to come in to the area.

Terry Gibson, 5884 SE Jennings Ave., Jennings Lodge – Mr. Gibson is the environmental chair of MAP-IT. He stated that the problem with working with the BCC is that you have to work with the highest priority first. The lighting district was the first priority because it was a safety issue. Now they are working on an overlay zone, which has been vetted within the community at many levels. The BCC informed them that this is a planning issue, so it needs to come from Planning. At this point, the Planning Commission is the road block. Commissioner Andreen responded that the Planning Commission is in support of this project, just as they were last year. But unless the community rallies behind this group and goes to the BCC with a show of support, this project will not likely get any traction.

Commissioner Andreen asked if project 1 was remanded back to the County from LUBA. He wonders if we could send it back to LUBA the way it exists, or if we have to make revisions. Mike answered that the remand was primarily to Metro, who has approved revised findings but no changes to the reserves designations. It has to be sent to LCDC. There is some difference of opinion on whether the County has to sign off on Metro's findings. At this point, the County is leaning toward not signing off on it, but Metro could always send everything to LCDC and ask for acknowledgement anyway. The public involvement plan is more narrow than when the reserves were done before. Commissioner Andreen does not have a problem with it in general, it is just unfortunate that it comes when we are down staff. His only real problem is that people who have already come before us with their project have something that would generate a lot more tax revenue for the County than anything that the reserves project will. He would put the Park Avenue project as #1 and the reserves project as #2. Commissioner Wagner would like to move to authorize the chair of the PC to sign a letter of support for the Park Avenue project as well as supporting providing more staff and resources for the Planning Division. Jennifer raised a concern about postponing the audit, which is that we are looking at a loss of important institutional knowledge as staff start retiring. Commissioner Pasko reiterated the importance of a letter of support for a better way to do succession planning.

Commissioner Andreen is in support of the Planning Division's recommendation for the 2016-2017 Work Program, except that he would move project 9 (Park Avenue Station Area Design Plan) into the #1 position based on the fact that there is a need and that it will provide greater benefit to the County. Commissioner Pasko expressed his support as well, adding that he would suggest that funding from Metro be utilized as much as possible. Commissioner Fitz would add that the negativity toward urban renewal is why it isn't being touched in McLoughlin Boulevard, yet this is exactly what urban renewal is intended to do.

Commissioner Andreen made a motion to adopt the Planning staff's recommendations with the only change being to put #9 into the #1 position, based on the fact that there is a need for this project, the fact that it will create a higher return on investment than any other project on the list, and that there is no better example of what an urban renewal project should look like. Commissioner Pasko seconded the motion. *Ayes=6; Nays=0; Abstain=1 (Gray)*

Commissioner Pasko does not feel that our Code Enforcement program is robust enough. The problems may be that there are not enough staff, or it could be that they aren't given enough "teeth" to enforce violations. Commissioner Andreen said that if we continue to base code enforcement only on safety and health issues, how are we going to enforce problems with marijuana with regard to odor and noise? Commissioner Fitz said that the County Fire Marshall might be able to monitor marijuana facilities on the lighting and HVAC systems issue as these may be more of a fire code problem than a code enforcement issue. Mike answered that he will have someone from Code Enforcement provide information to the PC as this is a very broad issue with many complexities.

Mike announced that there are three seats that are due to expire on the Commission at the end of April. Members are encouraged to forward the recruitment notice to people who might be interested. We are always trying to add more diversity to this commission.

Mike informed the Commission that so far, the Planning Division has received approximately 50 marijuana land use applications. Most of them are for production.

Jennifer explained that a minor amendment to the bylaws is proposed to identify that Commission terms are four years long. Commissioner Wagner moved to approve the bylaws revisions as presented. Commissioner Andreen seconded the motion. *Ayes=7; Nays=0.*

Commissioner Andreen moved to approve the minutes from the November 9th meeting. Commissioner Gray seconded the motion. *Ayes=6; Nays=0; Abstain=1 (Peterson).*

There being no further business, the meeting was adjourned at 9:53 p.m.



MIKE MCCALLISTER
PLANNING AND ZONING DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

February 17, 2016

To: Clackamas County Planning Commission

From: Mike McCallister, Planning Director

RE: Planning and Zoning Division Long-Range Planning Work Program for 2016-2017

Background

Annually the Planning and Zoning Division develops a work program for the following fiscal year. The work program is not a comprehensive list of the division's functions but rather is a list of special projects. However, in evaluating the availability of staffing resources, it is important to bear in mind the scope of the division's day-to-day responsibilities, which include providing public service in the permits lobby and through the public service phone line/email account, processing land use applications, intergovernmental coordination, contract planning services for the cities of Damascus, Estacada and Gladstone and providing staff support for projects funded by other county divisions. Adoption of the annual work program is timed to provide a basis for budget development for the upcoming fiscal year.

Your meeting on February 22, 2016, will provide an opportunity for public testimony regarding the work program. Following testimony, the Planning Commission will be asked to prioritize the projects and make a recommendation on the work program. That recommendation will be forwarded to the Board of County Commissioners for final consideration and approval at a public meeting scheduled for March 17, 2016.

Public Outreach

Public outreach included a November 9, 2015, notice to Community Planning Organizations, Hamlets and Villages, other interested parties and other county divisions to solicit project suggestions for inclusion in the work program. A second notice on January 21, 2016, provided details of the public meetings and invited testimony on the work program.

Proposed Projects

Attached is a table that summarizes the projects submitted for consideration for the 2016-2017 work program. It is divided into three sections: staff-recommended projects, community suggestions and community suggestions applicable to other county divisions. Staff will present this information in more detail during your February 22, 2016, meeting. The Planning Commission or individual Commissioners also may recommend other projects for consideration.

A total of 32 projects have been submitted for consideration to date, including:

- 5 projects proposed by staff
- 3 projects proposed by the Eagle Creek-Barton CPO
- 1 project proposed by the McLoughlin Area Plan Implementation Team (MAP-IT)
- 15 projects proposed by the Jennings Lodge CPO, 6 of which also are proposed by CPO member Carol Mastronarde
- 4 projects proposed by the Hamlet of Beavercreek
- 4 projects proposed by Sunnyside United Neighbors CPO chair Martha Waldemar

Refer to the table attachments 1 through 7 for additional details.

Work Program Considerations

Adoption of the final work program requires consideration of the Planning and Zoning Division's ability to complete projects given our limited budget (all projects rely on general fund dollars) and staffing resources. Considerations include:

1. Urban and Rural Reserves Project: The BCC recently initiated a project to re-evaluate one urban reserve area and three rural reserve areas. Staff has commenced work, and this project is expected to continue through April 2017. In addition to consultant support, staff estimates that this project will require 0.4 FTE of division planning staff next fiscal year.
2. Retirements and Training of New Employees: The Planning and Zoning Division currently employs 13 planners with a total FTE of 12.2. This represents a recent reduction of 0.75 FTE due to the retirement of a Planner 1 in January. Two Senior Planners (1.5 FTE) have indicated they will retire in May and June, respectively, reducing the division's planner FTE to 10.7. The good news is that it appears the division will be able to hire as many as four new planners over the coming months (vacant senior planner position, as well as three new Planner 1 positions to backfill for recent and anticipated retirements). The bad news is that the staff turnover will strain the division's work capacity in the next fiscal year. It takes time to recruit and hire new staff; existing staff resources will be required to train and mentor the new planners; and realistically it will take three to six months before new planners can independently provide public service, process land use applications, and contribute to project work. The bottom line is that the recent and pending retirements will result in a loss of three experienced planners and a near 20-percent reduction of the planning staff, and the transition period to hire and train new planners will reduce the capacity of the division to complete long-range planning projects.

3. **Current Workload and Public Service Activity Levels:** Overall, activity levels are up: more phone calls, more counter contacts, more applications. The division’s primary mission is to provide excellent public service, and the county has a legal obligation to process land use applications in state-mandated time frames. Assuming activity continues to be high—and with a typical increase in development activity during the warmer months—staff anticipates that day-to-day planning tasks will require staffing resources that would otherwise be available for project work.
4. **Implementation of New Marijuana Land Use Regulations:** Since the adoption of new marijuana land use regulations in December, the Planning and Zoning Division has spent considerable time implementing the new regulations, processing land use compatibility statements and land use applications and responding to customer service inquiries. As the state begins to issue recreational marijuana licenses, activity at the county level may well increase.
5. **Other Projects in DTD Requiring Planning and Zoning Division Support:** There are several projects housed within the Transportation Engineering Division of the Department of Transportation and Development that will require Planning and Zoning Division staff resources in 2016-2017. This is due largely to potential amendments to the ZDO and Comprehensive Plan related to these transportation projects.
 - Clackamas Regional Center Connections Project
 - Monroe Neighborhood Street Design Plan
 - Walk & Bike The Villages at Mt. Hood Planning Project
 - Lolo Pass Road Access Alternatives Study

Recommendation

The division anticipates having only 1.7 FTE available to assign to long-range planning projects in the next fiscal year. This is based on the need for 3 FTE to fulfill public service duties and 6 FTE for land use application processing, contract planning services and other day-to-day responsibilities. Therefore, staff recommends that the 2016-2017 long-range planning work program include only projects 1 through 5 from the attached table: Urban and Rural Reserves, ZDO Audit, City of Damascus, Marijuana Land Use Regulation Amendments and Natural Resource District Amendments.

To the extent work is not required for the City of Damascus, Marijuana Land Use Regulation Amendments and Natural Resource District Amendments—or to the extent that new staff is hired and trained more quickly than anticipated—additional staffing resources should be redirected to the ZDO Audit to allow progress on that project to continue at a quicker pace. Some elements of the MAP-IT request for the Park Avenue Station Area can be considered as part of the ZDO audit work (e.g., removing the maximum residential density standard in the C-3 District, revising building and site design standards).

Staff recognizes the concern and enthusiasm of the community leaders who have submitted suggestions for work program consideration; however, due to the constraints identified above, staff cannot recommend new community planning initiatives at this time. Staff believes that the projects we are recommending for inclusion represent the best use of limited resources due to the widespread applicability (ZDO Audit, Natural Resource District Amendments) or critical timing (Urban and Rural Reserves, City of Damascus, Marijuana Land Use Regulation Amendments) of these projects.

**2016-2017 LONG-RANGE LAND USE PLANNING WORK PROGRAM
SECTION 1: STAFF-RECOMMENDED PROJECTS**

	Project Name	Project Summary	Scope of Work	Proposed By	Estimated FTE	Staff Comments
1	Urban and Rural Reserves	Re-evaluate one urban reserve area and three rural reserve areas	Public outreach per Public Involvement Plans drafted and submitted to the state for review; analysis, mapping and writing of revised findings, as needed; Planning Commission and BCC public hearings; adoption of amendments to the Comprehensive Plan	Board of County Commissioners	0.4	The Board already has initiated this project. Work is expected to continue through April 2017. The Public Involvement Plans and some analysis will be completed by a consultant (currently in the process of being hired).
2	Zoning and Development Ordinance Audit	Multi-year project to review and update the entire ZDO (<i>See Attachment 1</i>)	Research; code writing; public notice and outreach; Planning Commission and BCC public hearings; adoption of text amendments to the ZDO and Comprehensive Plan	Staff	0.9	<p>The Board first authorized this project in 2012, and it has been part of the approved work program in each subsequent year. However, work was suspended in July 2015 when staff resources were redirected to the adoption of marijuana land use regulations. The audit, originally envisioned with a five-year timeline, is approximately half complete. Assuming that this project continues to be included in the work program, it is likely to be completed in June 2019.</p> <p>The overarching goal of the audit is to reorganize, streamline and clarify the county's land use and development regulations. This project has the potential to improve the customer experience for virtually everyone who does business with the division, as well as increase the efficiency of the division's operations. Proceeding with this work as quickly as possible is important for two key reasons. First, many longtime employees in the division are likely to retire over the next two to five years. Their institutional knowledge is important, both in conducting the audit and in administering regulations that will remain unnecessarily complex until the audit is complete. Second, the structure of the audit was designed so that each year's work would build upon the prior year's work. With the audit only partially complete, the inconsistencies and lack of user friendliness in the ZDO have become even more apparent. Just one example: the consolidation of commercial and multifamily site and building design standards in one code section, in anticipation of further audit work, has resulted in a section that is 56 pages long—for just this one element of design review.</p>

**2016-2017 LONG-RANGE LAND USE PLANNING WORK PROGRAM
SECTION 1: STAFF-RECOMMENDED PROJECTS**

	Project Name	Project Summary	Scope of Work	Proposed By	Estimated FTE	Staff Comments
3	Application of County Comprehensive Plan and ZDO to City of Damascus/Urban Growth Management Agreement Boundary Discussions with City of Happy Valley	<p>If the City of Damascus disincorporates:</p> <ul style="list-style-type: none"> • Apply the county's Comprehensive Plan and ZDO to the area formerly within the city limits • Consider amendments to the county's UGMA with the City of Happy Valley 	Public notice and outreach; Planning Commission and BCC public hearings; adoption of the county ZDO and Comprehensive Plan for the area previously within the Damascus city limits; meetings with City of Happy Valley; drafting and adoption of revised UGMA	Staff	0.2	The need for this project is contingent on the outcome of the May 17, 2016, vote on disincorporation. Although this project would require resources in the short-term, long-term it will be more efficient for the Planning and Zoning Division to administer one ZDO rather than two. Also, Damascus has "opted out" of most marijuana-related uses and has not adopted marijuana land use regulations. If the city disincorporates, the opt-out will no longer apply, and marijuana uses will be unregulated at the local level if the city's ZDO remains in force. In many substantive ways, the Damascus ZDO and Comprehensive Plan are consistent with the county's; however, they do not include amendments made by the county to our ZDO and Plan over the last 11 years. The City of Happy Valley may have interest in annexing areas currently in the City of Damascus, and amending the UGMA between Happy Valley and the county is a likely first step.
4	Marijuana Land Use Regulation Amendments	Consider whether there is a need for refinements to the recently adopted ZDO provisions for regulating marijuana-related land uses	Evaluate current regulations; consult with BCC on desired changes; code writing; Planning Commission and BCC public hearings; adoption of amendments to the ZDO	Staff	0.1	The division has begun administering the new marijuana regulations and processing applications for marijuana-related land use permits and as more experience is gained, there may be a need identified for refinements to the regulations. In addition, marijuana legislation is under consideration in the current session of the Oregon Legislature and the Oregon Health Authority is going through administrative rulemaking on medical marijuana. Either of these state efforts may result in the need for ZDO amendments.
5	Natural Resource District Amendments	Revise ZDO provisions for the EFU, TBR and AG/F Districts for consistency with changes in state law since 2014	Code writing; public notice and outreach; Planning Commission and BCC public hearings; adoption of amendments to the ZDO (depending on the scope of the proposed amendments, the adoption process may be less complex)	Staff	0.1	The county cannot be less restrictive than state law in these zones but may be more restrictive. In effect this means that new restrictions passed by the state must be implemented even if they are not in the ZDO; however, this creates administrative difficulties. Where the state lessens restrictions, the county must amend the ZDO in order to implement the changes. Previously the Board has expressed a commitment to be no more restrictive than state law in these zones. For the foregoing reasons, staff supports regular updates to the ZDO for these zoning districts.

**2016-2017 LONG-RANGE LAND USE PLANNING WORK PROGRAM
SECTION 2: COMMUNITY SUGGESTIONS**

	Project Name	Project Summary	Scope of Work	Proposed By	Estimated FTE	Staff Comments
6	Eagle Creek Rural Industrial Zoning	Review area enclosed by Hwy 211, Old Eagle Creek Rd., Folsom Rd., and Hwy 224 for possibility of rural light industry. Also both sides of Old Eagle Creek Rd., which is already used in this manner. <i>(See Attachment 2)</i>	Comprehensive Plan Amendment and Zone Change; may include the need to designate a new unincorporated community under state law; public notice and outreach; Planning Commission and BCC public hearings	Eagle Creek-Barton CPO	2.0 (could be combined with Project #8)	The complexity of this project depends on two key factors: whether there is landowner support and whether the identified sites have a historical commitment to industrial uses. Zone changes to rural industrial are subject to restrictive provisions of state law.
7	Solar Power in Farm and Forest Zones	Investigate solar power as a use in farm, timber, and forest land. <i>(See Attachment 2)</i>	Unknown without further discussion with the CPO	Eagle Creek-Barton CPO	Unknown, project scope needs refinement	State law regulates commercial solar power generating uses in the EFU, TBR and AG/F Districts. In other zones, this use is a conditional use under the ZDO. The ZDO allows solar power as an accessory use in all zones (e.g. rooftop solar on a dwelling to provide power equal to use on the subject property).
8	Eagle Creek Rural Commercial Zoning	Re-establish rural commercial center for Eagle Creek. <i>(See Attachment 2)</i>	Comprehensive Plan Amendment and Zone Change; may include the need to designate a new unincorporated community under state law; public notice and outreach; Planning Commission and BCC public hearings	Eagle Creek-Barton CPO	2.0 (could be combined with Project #6)	The complexity of this project depends on two key factors: whether there is landowner support and whether the identified sites have a historical commitment to commercial uses. Zone changes to rural commercial are subject to restrictive provisions of state law.

**2016-2017 LONG-RANGE LAND USE PLANNING WORK PROGRAM
SECTION 2: COMMUNITY SUGGESTIONS**

	Project Name	Project Summary	Scope of Work	Proposed By	Estimated FTE	Staff Comments
9	Park Avenue Station Area Design Plan	<p>Implement development and design standards for the light rail station area at the intersection of McLoughlin Blvd. and Park Ave. <i>(See Attachment 3)</i></p> <p>Key elements of the request include:</p> <ul style="list-style-type: none"> • Require or encourage more specific mixtures of uses • Reduce onsite parking requirements • Adopt urban design standards that currently apply in the Clackamas Regional Center • Allow higher density residential development • Strengthen landscaping standards • Revise regulations to support walking and biking as alternatives to driving 	<p>Technical and stakeholder advisory groups; public meetings, outreach and notice; code writing; Planning Commission and BCC public hearings; adoption of text amendments to the Comprehensive Plan and ZDO</p>	<p>McLoughlin Area Plan Implementation Team (MAP-IT)</p>	<p>Minimum 2.0</p>	<p>Last year the Planning Commission recommended that this project be included in the Planning and Zoning Division’s work program and that work on the ZDO Audit be scaled back accordingly. The Board of County Commissioners ultimately approved continued coordination between staff and MAP-IT and asked that MAP-IT conduct outreach to gain support from landowners in the proposed design plan area. If landowner support was forthcoming, staff was to return to the Board for further discussion of the scope of the project. Staff has not been apprised of any landowner outreach efforts that may have occurred.</p> <p>If a developer is identified who is interested in pursuing a project in the station area, Metro has a transit-oriented development grant program that could provide a funding opportunity.</p>
10	Protection of Natural Features	<p>Amend ZDO 1002 standards for tree protection and add mitigation requirements for tree removal <i>(See Attachment 4, page 1)</i></p>	<p>Code writing; public notice and outreach; Planning Commission and BCC public hearings; adoption of text amendments to the ZDO</p>	<p>Jennings Lodge CPO</p>	<p>NA, could be added to ZDO Audit project</p>	<p>ZDO 1002 has not yet been comprehensively reviewed as part of the ZDO Audit. <u>Staff’s recommendation is that this suggestion be considered when other ZDO environmental regulations are audited in 2017-2018 or 2018-2019.</u> <i>(See Attachment 1)</i></p>
11	Roads and Connectivity	<p>Amend ZDO 1007 standards to prohibit subdivisions from significantly increasing traffic on local streets serving low density residential areas <i>(See Attachment 4, page 4)</i></p>	<p>Code writing; public notice and outreach; Planning Commission and BCC public hearings; adoption of text amendments to the ZDO</p>	<p>Jennings Lodge CPO</p>	<p>NA, could be added to ZDO Audit project</p>	<p>ZDO 1007 has not yet been comprehensively reviewed as part of the ZDO Audit. <u>If this suggestion is adopted as part of the work program, it can be considered when ZDO 1007 is audited in 2016-2017.</u> Staff is concerned that approval of residential subdivisions would be problematic under the suggested framework because areas zoned for low density residential land divisions often are served by local streets, some of which even have been “stubbed” for the sole purpose of extending them to serve additional development in the future. <i>(See Attachment 1--Work on ZDO 1007 may begin this fiscal year but will not be complete by June 30.)</i></p>

**2016-2017 LONG-RANGE LAND USE PLANNING WORK PROGRAM
SECTION 2: COMMUNITY SUGGESTIONS**

	Project Name	Project Summary	Scope of Work	Proposed By	Estimated FTE	Staff Comments
12	Preserving Existing Trees as Part of Development	Amend the ZDO to strengthen provisions related to the preservation and planting of trees <i>(See Attachment 4, page 4 & Attachment 5)</i>	Code writing; public notice and outreach; Planning Commission and BCC public hearings; adoption of text amendments to the ZDO	Jennings Lodge CPO and Carol Mastronarde	1.0	Staff's recommendation is that the existing tree preservation and protection standards in the ZDO be audited when other ZDO environmental regulations are audited in 2017-2018 or 2018-2019. <i>(See Attachment 1)</i> However, this suggestion seems beyond the scope of the audit. The county dedicated considerable resources to the development of an urban tree ordinance in 2010, an effort that proved contentious and ultimately resulted in only modest amendments to the ZDO.
13	Ensure that the Comprehensive Plan is Carried Out	Amend the Comprehensive Plan and the ZDO to: change the way that the low density residential zoning district policies are applied in the context of a zone change; implement all goals and policies of the Plan not currently implemented by the ZDO; directly apply Plan goals and policies as approval criteria to all land use decisions; and revise ambiguous ZDO language <i>(See Attachment 4, page 6 & Attachment 5)</i>	Code writing; public notice and outreach; Planning Commission and BCC public hearings; adoption of text amendments to the ZDO	Jennings Lodge CPO and Carol Mastronarde	Multi-year project, 1.0 FTE per year	Evaluating each Comprehensive Plan policy to determine how or if it is currently implemented by the ZDO and then drafting and considering ZDO revisions would be a substantial undertaking requiring significant staff resources. Applying the Plan goals and policies directly to all land use decisions would increase both the burden on applicants and the ambiguity applicants would face in whether their proposal would be approved. By law, certain applications cannot be subject to the Plan as a direct approval criterion, so applicable Plan policies would have to be incorporated explicitly in the ZDO. Conducting a public involvement process to build consensus on revisions to ambiguous ZDO language would vary in complexity depending on whether revisions would apply countywide or only in targeted areas.
14	Protecting Existing Neighborhoods, Neighborhood Character	Amend the ZDO to: establish a mechanism to determine the character of each existing neighborhood where development is proposed; determine whether further development can be done and still protect that neighborhood's character; and apply discretionary approval criteria to subdivision applications to ensure that the character of the neighborhood is protected <i>(See Attachment 4, page 6)</i>	Code writing; public notice and outreach; Planning Commission and BCC public hearings; adoption of text amendments to the ZDO	Jennings Lodge CPO	Unknown, project scope needs refinement	There are legal concerns with the part of the proposal that seems to suggest empowering neighborhood representatives to define the character of the neighborhood. The scope of this project would be partially determined by the number of individual neighborhoods defined.

**2016-2017 LONG-RANGE LAND USE PLANNING WORK PROGRAM
SECTION 2: COMMUNITY SUGGESTIONS**

	Project Name	Project Summary	Scope of Work	Proposed By	Estimated FTE	Staff Comments
15	Creating Parks and Open Space	Amend the ZDO to: require subdivision developers to dedicate land for parks and open space; and adopt a means of identifying and developing new open space opportunities. Private land on the market should be assessed for its suitability in meeting the open space and recreation needs of people in particular communities. <i>(See Attachment 4, page 8 & Attachment 5)</i>	Code writing; public notice and outreach; Planning Commission and BCC public hearings; adoption of text amendments to the Comprehensive Plan and ZDO	Jennings Lodge CPO and Carol Mastronarde	Unknown, project scope needs refinement	This proposal raises Constitutional takings concerns. Currently new single-family dwellings in the North Clackamas Parks and Recreation District are assessed a system development charge that is intended to reflect the impact of that home on the need for parks. Open Space is a Statewide Planning Goal 5 resource. Goal 5 imposes requirements and limitations on designating new open space resources.
16	Zone Change Restrictions or Overlay Areas	Amend the Comprehensive Plan to implement restrictions on zone changes in certain low density residential urban areas. <i>(See Attachment 4, page 8)</i>	Comprehensive Plan text revisions; public notice and outreach; Planning Commission and BCC public hearings; adoption of amendments to the Plan	Jennings Lodge CPO	Unknown, project scope needs refinement	The CPO has suggested several alternative approaches. The scope of this project depends, in part, on the selected approach. For example, down-zoning existing R-10 properties is likely to be more complex and contentious than adopting more restrictive policies for up-zoning from R-10 to R-8.5 or R-7.
17	Traffic Safety	Amend ZDO Section 1007 to require developers to make offsite improvements to the transportation system and to give more weight in development decisions to community experience regarding local traffic and traffic safety <i>(See Attachment 4, page 9 & Attachment 5)</i>	Code writing; public notice and outreach; Planning Commission and BCC public hearings; adoption of text amendments to the ZDO	Jennings Lodge CPO and Carol Mastronarde	NA, could be added to ZDO Audit	This proposal raises Constitutional takings concerns. There also are legal concerns with empowering the community as experts on traffic congestion and safety. <u>If this suggestion is adopted as part of the work program, it can be considered when ZDO 1007 is audited in 2016-2017.</u> <i>(See Attachment 1--Work on ZDO 1007 may begin this fiscal year but will not be complete by June 30.)</i>
18	Land Use Application Processes	Amend the ZDO to: require property to be posted with a sign when it is the subject of a land use application; and require developers to submit a storm water plan as part of their application <i>(See Attachment 4, page 10)</i>	Code writing; public notice and outreach; Planning Commission and BCC public hearings; adoption of text amendments to the ZDO	Jennings Lodge CPO	NA, could be added to ZDO Audit	Property posting was considered and rejected as part of the ZDO audit work in 2013-2014. ZDO 1006 and 1008 have not yet been comprehensively reviewed as part of the ZDO Audit. <u>If the storm water plan suggestion is adopted as part of the work program, it can be considered when ZDO 1006 and 1008 are audited in 2016-2017.</u> <i>(See Attachment 1--Work on ZDO 1006 and 1008 may begin this fiscal year but will not be complete by June 30.)</i>

**2016-2017 LONG-RANGE LAND USE PLANNING WORK PROGRAM
SECTION 2: COMMUNITY SUGGESTIONS**

	Project Name	Project Summary	Scope of Work	Proposed By	Estimated FTE	Staff Comments
19	Development Restrictions	Prohibit development within 500 feet of a wetland <i>(See Attachment 4, page 10)</i>	Code writing; public notice and outreach; Planning Commission and BCC public hearings; adoption of text amendments to the Comprehensive Plan and ZDO	Jennings Lodge CPO	1.0	This proposal raises Constitutional takings concerns. Wetlands are a Statewide Planning Goal 5 resource. Goal 5 imposes requirements and limitations on developing new wetland regulations.
20	Asbestos	Amend the ZDO to dictate the procedure for proper removal of asbestos, where it exists at construction sites, and require compliance as part of the construction permit. <i>(See Attachment 4, page 10)</i>	Code writing; public notice and outreach; Planning Commission and BCC public hearings; adoption of text amendments to the ZDO	Jennings Lodge CPO	0.3	The Planning and Zoning Division has no expertise in asbestos removal. If the county were to undertake a new regulatory program related to asbestos, it would likely be outside the ZDO and administered by a different county division.
21	Historic Structures	Amend the ZDO to protect structures and trees older than 75 years <i>(See Attachment 4, page 10)</i>	Code writing; public notice and outreach; Planning Commission and BCC public hearings; adoption of text amendments to the Comprehensive Plan and ZDO	Jennings Lodge CPO	1.0	Historic resources are a Statewide Planning Goal 5 resource. Goal 5 imposes requirements and limitations on designating new historic resources or revising applicable regulations. State law requires owner consent for the designation of a historic structure.
22	Home Owners Associations	Provide a means other than homeowners' associations to maintain storm water systems and landscaping approved as part of developments or provide a means by which the county would ensure homeowners' associations continue to meet their maintenance obligations <i>(See Attachment 4, page 11 & Attachment 5)</i>	Dependent upon the approach taken	Jennings Lodge CPO and Carol Mastronarde	0.3	Staff concurs that there have been problems with homeowners' associations becoming defunct as the years pass. However, this project would require the county and/or the surface water management district to take on a new responsibility by either monitoring and enforcing HOA compliance or maintaining the facilities. Legal and financial issues would have to be addressed.
23	Ombudsman	Create a county staff ombudsmen or office to help CPOs review and respond to land use applications <i>(See Attachment 4, page 11)</i>	Create a new staff position or reassign existing staff	Jennings Lodge CPO	1.0 each year that the position is funded	There may be legal concerns with county staff essentially acting as land use consultants for citizens, potentially in opposition to applicants or other citizens.

**2016-2017 LONG-RANGE LAND USE PLANNING WORK PROGRAM
SECTION 2: COMMUNITY SUGGESTIONS**

	Project Name	Project Summary	Scope of Work	Proposed By	Estimated FTE	Staff Comments
24	McLoughlin Corridor Plan	Clarify the width of the McLoughlin Corridor versus the distance used by developers to apply for zone changes in that area (<i>See Attachment 4, page 11 & Attachment 5</i>)	NA	Jennings Lodge CPO and Carol Mastronarde	NA	The McLoughlin Corridor Design Plan applies to land with certain Comprehensive Plan designations (none of which are low density residential designations) within 650 feet of McLoughlin Blvd. This is distinct from the zone change criteria that apply when a developer wants a zone change from one low density residential zone to another (e.g., R-10 to R-8.5). One of these criteria states that land within walking distance (approximately ¼ mile) of a transit stop should be zoned for smaller lots. There is no relationship between the width of the McLoughlin Corridor Design Plan area and the transit stop standard. It is not clear how the requested clarification would be addressed as a work program project.

2016-2017 LONG-RANGE LAND USE PLANNING WORK PROGRAM
SECTION 3: COMMUNITY SUGGESTIONS APPLICABLE TO OTHER COUNTY DIVISIONS

	Project Name	Project Summary	Proposed By	Staff Comments
25	Code Enforcement	Add more staff to Code Enforcement so they can deal with problems in a shorter time period than 5 years or more. (See Attachment 6)	Martha Waldemar	This suggestion relates to a county function outside the scope of the Planning and Zoning Division. Project would be within the scope of the Code Enforcement Division.
26	Code Enforcement	Give more clout to the Code Enforcement staff so that they can deal with infractions in a timely manner. (See Attachment 6)	Martha Waldemar	This suggestion relates to a county function outside the scope of the Planning and Zoning Division. Project would be within the scope of the Code Enforcement Division.
27	Sidewalks	Install the sidewalks along the west side of SE 122 nd Ave. & SE 132 nd Ave. from Sunnyside Rd. down to Summers Lane and have them completed before 2017 ends. We really prefer before 2016 ends. (See Attachment 6)	Martha Waldemar	This suggestion relates to a county function outside the scope of the Planning and Zoning Division. Project would be within the scope of the Transportation Engineering Division.
28	Traffic Signal	Install a traffic signal at the intersection of SE 122 nd Ave. and SE Mather Rd. (See Attachment 6)	Martha Waldemar	This suggestion relates to a county function outside the scope of the Planning and Zoning Division. Project would be within the scope of the Transportation Engineering Division.
29	Code Enforcement	A more active, effective, and meaningful Code Enforcement program (See Attachment 7)	Hamlet of Beaver creek	This suggestion relates to a county function outside the scope of the Planning and Zoning Division. Project would be within the scope of the Code Enforcement Division.
30	Road Improvements	Shoulders on rural roads (See Attachment 7)	Hamlet of Beaver creek	This suggestion relates to a county function outside the scope of the Planning and Zoning Division. Project would be within the scope of the Transportation Engineering Division.
31	Electronic Communications	More electronic communications from the County to the CPOs/Hamlets/Villages vs. snail mail to include links to various activities (See Attachment 7)	Hamlet of Beaver creek	Many land use communications already occur electronically. The Planning and Zoning Division can contact the Hamlet to find out if there are other land use communications they would like to receive electronically. This suggestion also seems to relate to county functions outside the scope of the Planning and Zoning Division. Project may be within the scope of Public and Government Affairs.
32	Automated Financial Transactions	Automate Hamlets' impressed checking and trust account transaction processes (See Attachment 7)	Hamlet of Beaver creek	This suggestion relates to a county function outside the scope of the Planning and Zoning Division. Project would likely be within the scope of the Finance Department.

Zoning and Development Ordinance Audit: Completed and Proposed Phases

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

Audit Phase	Fiscal Year	Topic	Primary ZDO Sections Audited	Status
5	2016-2017	<ul style="list-style-type: none"> • General Provisions and Exceptions (carry over from 2015-2016) • Development Standards--excluding protection of natural features, hazards to safety, and historic protection sections (carry over from 2015-2016) • Special Use Requirements—to include consideration of kennels and uses not currently addressed adequately by the ZDO 	802, 804-810, 813-815, 817-825, 827, 829-841, 901-904, 1001, 1005-1010, 1012-1021	<ul style="list-style-type: none"> • Propose to Complete Work Carried Over from 2015-2016 • Propose to Complete Audit of Special Use Requirements <u>if staff resources allow</u>
6	2017-2018	<ul style="list-style-type: none"> • Special Use Requirements (carry over from 2016-2017 if necessary)—to include consideration of kennels and uses not currently addressed adequately by the ZDO • Special Districts and related development standards (open space, historic overlay, mineral and aggregate overlay and airport overlay zones) 	701, 702, 707, 708, 711, 712, 713, 802, 804-810, 813-815, 817-825, 827, 829-841, 1004	<ul style="list-style-type: none"> • Propose to Complete Work Carried Over from 2016-2017 if necessary • Propose to Complete Audit of Special Districts (open space, historic overlay, mineral and aggregate overlay and airport overlay zones only) • <u>If staff resources allow</u>, audit work for additional special use districts proposed to begin but is not anticipated to reach the public hearing and adoption stage

Audit Phase	Fiscal Year	Topic	Primary ZDO Sections Audited	Status
7	2018-2019	<ul style="list-style-type: none"> • Special Districts and related development standards (Floodplain Management, River and Stream Conservation Area, Willamette River Greenway, Habitat Conservation Area, Water Quality Resource Area and Sensitive Bird Habitat overlay zones) • Definitions • Final editing, reorganization and renumbering of the ZDO 	201, 202, 703, 704, 705, 706, 709, 710, 1002, 1003	<ul style="list-style-type: none"> • Propose to Complete Audit of Special Districts not addressed in prior year • Propose to Complete Audit of Definitions • Propose to Conclude the Audit with final editing, reorganization and renumbering of the ZDO

From: Rogalin, Ellen
Sent: Wednesday, December 30, 2015 2:50 PM
To: Gonzales, Lorraine
Cc: McCallister, Mike
Subject: Suggestions from Eagle Creek - Barton CPO

I believe the email below is in response to your request for input for the 2016-17 work program . . .

Ellen Rogalin | Community Relations Specialist
Clackamas County Dept. of Transportation & Development
150 Beaver Creek Rd., Oregon City, OR 97045
503-742-4274 | ellenrog@clackamas.us
My office hours: 9am – 6pm, M-F

----- Forwarded message -----

From: Eagle Creek Barton C P O <eaglecreekcpo@gmail.com>
Date: Wed, Dec 30, 2015 at 1:17 PM
Subject: Suggestions
To: akyle@clackamas.us

Eagle Creek Barton Community Council
P O Box 101
Eagle Creek Oregon 97022
[eaglecreekchttps://sites.google.com/a/eaglecreekbarton.com/www/po@gmail.com](https://sites.google.com/a/eaglecreekbarton.com/www/po@gmail.com)

Amy,
These were some of the suggestions that the Community Council came up with pertaining to Zoning/ Planning or changes to the ZOD.

The original "E" mail that was sent to me was lost by me and I am sending this to you so it might get to the correct area.

New business: Our main consideration was to respond to opportunity to provide recommendation to the County Commissioners on purposed zoning changes.

We all approved sending a letter with these recommendations.

1. That county review area enclosed by Hwy 211, Old Eagle Creek Rd, Folsom Rd and Hwy 224 for possibility of Rural light industry. Also both sides of Old Eagle Creek Rd which is already used in this manner.

2. Investigate Solar Power as a use in farm, timber and forest land. (We will be discussing this use at our January meeting.)
3. Re-establish rural commercial center for Eagle Creek.

Thanks,

Brent Parries

Chairman
Eagle Creek/ Barton CPO

MCCLOUGHLIN AREA PLAN IMPLEMENTATION TEAM (MAP-IT)
DESIGN SUBCOMMITTEE
25 November, 2015

Planning and Zoning Division
Clackamas County

On behalf of the McLoughlin Area Plan Implementation Team (MAP-IT), we are requesting that a project to implement *development and design standards for the Park Avenue Station area*, located at the intersection of McLoughlin Boulevard and SE Park Avenue, be included in the Planning Department's annual work program for the coming 2016-17 fiscal year.

As part of directing our subcommittee to make this request, MAP-IT expressed concern that the area surrounding the Park Avenue Station Area is the only area surrounding a high-capacity transit station in the region - and perhaps even in the nation - that has not seen corresponding zoning changes to leverage the substantial public infrastructure investment.

This request is the result of more than a year of work in which the MAP-IT *Design Subcommittee* has identified a suite of *urban development policy objectives* consistent with the *McLoughlin Area Plan*. There is a great deal of information available to share and discuss with County Planning staff and with the community (see attachment). Presentations were given to MAP-IT monthly to show progress and collect feedback, and information sessions and interactive workshops were held with the Jennings Lodge and Oak Grove community planning organizations. At the conclusion of this process MAP-IT voted to support the request stated above.

We understand that a previous request to include Park Avenue Station Area planning in the work program was postponed because of other priorities. At this time we wish to re-iterate that request and ask to be made one of the work program's top priorities.

We are ready to make whatever resources we have available to planning staff as this effort moves forward.

Feel free to call upon us if there are any questions or requests.

Sincerely,

Nathan Burton, Chair
Design Subcommittee

Joseph Edge, member
Chips Janger, member

Cc: Ed Gronke, chair, MAP-IT
Jennifer Harding, vice-chair, MAP-IT
MAP-IT members

ATTACHMENT

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

Park Avenue Station Area Objectives

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

- Require or encourage more specific mixtures of uses
 - Encourage increased development intensity and better utilization of land
 - Allow higher-intensity development that can grow to support an 18-hour/7-days-a-week community
 - Keep housing above the ground floor of most buildings
- Support small businesses that serve neighborhood needs and decrease the need for motor vehicle trips
 - Encourage development that will support walking as the most attractive choice for trips under one half mile in distance that originate or terminate within the Station Area
 - Requirements for providing smaller ground-floor storefront spaces
 - Expand use types to include emerging local entrepreneurial endeavors
 - Allow some additional neighborhood-serving uses for Multi-use developments not presently permitted by ZDO's, such as commercial daycare, libraries, public education facilities, community centers
 - Provide pathways to *further*-reduced parking requirements for developments in the Station Area designed to leverage non-automobile trips
- Leverage proximity to transit station to attract employers, higher-wage jobs, and car-free residents
 - Add jobs to the corridor
 - Given proximity to transit station and changing demographic/market-preferences, allow the market to respond to demand for housing.
- Allow for community input on large-site redevelopment in the Station Area
 - Design Commission review required for large sites

Corridor Objectives

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

- Clarify ambiguous definition of mixed-use/multi-use developments
 - Apply industry standard definition of "mixed use" and include by reference the County's definition for "multi-use developments"
 - Explicitly allow mixed-use as a primary permitted use for Corridor commercial district, without conditional use review
- Apply County's existing urban area design standards to the McLoughlin Commercial Corridor
 - Standards for internal/private street design, building setbacks and orientation to streets
 - Standards for buildings and structured parking adjacent to pedestrian facilities

- Standards for internal site access and circulation, ground floor active uses, and buffering higher-intensity uses from adjacent low-density residential districts
- Reduce or eliminate existing disincentives to mixed-use developments
 - Increase allowed supply of housing along Corridor to reduce infill pressure on urban low-density residential districts, increase customer base for existing and new businesses, and allow the market to better respond to current consumer housing preference trends
 - Provide pathway to reduced parking requirements for developments specifically designed to leverage non-automobile trips
 - Simplify site and building design standards and ensure consistency between use-types (retail, office, residential, mixed-use, etc)
 - Allow pathway for deviation from standards when it facilitates the preservation and reuse of an existing structure in conjunction with new development
- Strengthen landscape standards to support habitat, increase tree canopy, reduce water use and maintenance, and improve quality
 - Sustainable, habitat-quality landscaping
 - Restore/increase the tree canopy
 - Enhance attractiveness of surface water management
 - Establish a Corridor Theme of *Integration with Nature*
 - Increased incentives for increasing contiguous/coordinated protected habitat
- Enhance comfort and security for bicycle travelers
 - Improve bicycle accommodations
 - Reduce conflicts with motor vehicles and pedestrians
 - Eliminate design review requirement for wall-mounted bicycle storage
 - Encourage improved accommodations for bicycle users (parking, shower/changing facilities, etc)
- Support role of designated Nodes/Activity Centers as the community's "Downtowns"

Overall Goals/Objectives

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

MCCLOUGHLIN AREA PLAN IMPLEMENTATION TEAM (MAP-IT)

25 November, 2015

Board of Commissioners

Clackamas County

Re: Enclosed request to Planning and Zoning Division

Honorable Chair Ludlow and Commissioners:

Enclosed is a request being submitted to the County Planning and Zoning Division to include planning for the Park Avenue Station area as part of their work program for the 2016-17 fiscal year. A similar request made earlier this year was denied at that time because of the need to develop regulations for the growth, production, processing and sale of marijuana in the unincorporated areas of the County. We realized that this was a more appropriate use of the limited resources available.

The Park Avenue Station Area has been a subject of discussion at regular meetings of MAP-IT since before the MAX Orange Line went into operation. The Committee believes that reexamining the current zoning and development opportunities is becoming more urgent, with light rail in operation and developers indicating interest in areas around the new light rail stations in Clackamas County.

The enclosed request from the Design Subcommittee of MAP-IT was unanimously approved at the MAP-IT meeting of November 3, 2015. The core of the proposal is to eliminate or ease existing restrictions and disincentives in the ZDO that we believe are preventing private investment in the Park Avenue Station Area. In addition, as intensity of development increases relative to what we see on McLoughlin today, our proposal seeks to balance that increased scale with amenities that will restore the land, invite neighbors to visit and shop, reduce vehicular trips and solidify a marketable identity for our area. Our intent is for all existing uses to be protected and allowed to remain and thrive, but landowners would also finally have the opportunity to invest in higher-intensity mixed-use developments that meet the demands of today's housing and jobs markets as well as the expectations of today's investors. Long-term, this should lead to greatly increased property values and tax bases, a win-win situation for all involved.

Since we assume that financial constraints may still be a problem, we would propose that the \$15,000 the county has set-aside for MAP-IT (specified for public outreach) be utilized to cover part of the cost of the public meetings required in this

effort. We would also be happy to assist in exploring other grant opportunities to fund this effort.

We urge you to seriously consider this request when it is presented to you, and to contact us if you have any questions.

Thank you for supporting our efforts thus far.

Ed Gronke, Chair

Jennifer Harding, Vice Chair

Cc: MAP-IT Committee



jenningslodgecpo@gmail.com

Proposals to Clackamas County Planning Division for 2016-2017

Thank you for the opportunity to submit proposals for Clackamas County Planning Division work. There is much to be done, and we understand that resources are limited. We offer our assistance in development and research work, to bring together the interests of Clackamas County residents, businesses, and government.

At our December 2015 Jennings Lodge CPO meeting, the Jennings Lodge CPO Board asked members for their proposals and suggestions for Clackamas County Planning work. We received proposals that could fit with more immediate work in early 2016, some that are more appropriate for the 2016-17 Work Plan, and some that relate to issues that need to be addressed in some other way. Overall, tree preservation was the number one priority expressed by our Jennings Lodge CPO members.

In talking to Planning Director Mike McCallister about proposals, Mike asked that proposals for the 2016-17 Work Plan, in particular, be submitted by mid-January 2016. We have chosen to combine into this document our work on all three types noted above, organized into three sections:

- 1. *Proposals with Suggested Language We Request as Part of January-June 2016 Work*** (already scheduled) **on ZDO Section 1000** (three for ZDO Subsection 1002, and one for Subsection 1007)
- 2. *Proposals Requiring More Development*** (which might fit into the 2016-17 Planning Division Work Plan and beyond, in priority order)
- 3. *Other Issues Raised in This Process***

Proposals with Suggested Language

We Request as Part of January-June 2016 Work on ZDO Section 1000

ZDO Subsection 1002 Protection of Natural Features

- **1002.04 (A):** Add the words “under current zoning” to the end of the last sentence:
1002.04 TREES AND WOODED AREAS
 - A. Existing wooded areas, significant clumps or groves of trees and vegetation, consisting of conifers, oaks and large deciduous trees, shall be incorporated in the development wherever feasible. The preservation of these natural features shall be balanced with the

needs of the development, but shall not preclude development of the subject property, or require a reduction in the number of lots or dwelling units that would otherwise be permitted under current zoning.

- **1002.03 (C) Development Restriction:** The restriction is currently expressed by saying the application will be denied if excessive tree cutting occurred in the 5 years before the complete application is filed. We ask that the time frame of the restriction be extended through the issuance of the final plat, to encompass the time periods for all appeals. A mechanism similar to the basic restriction could be used:

In addition, a final plat will not be granted if excessive tree removal occurs from the time the application is complete up until the final plat could otherwise be issued on an approved application.

- **1002.04: Add mitigation standards for trees cut down for development.** Although mitigation could not wholly replace a community's natural air quality filtration systems and surface water drainage systems lost when large mature trees (especially large numbers of them) are cut down for development (at least in the short term), nor wholly undo the negative impacts to community aesthetics and neighborhood character, mitigation standards involving planting new trees could provide communities with some recompense for the effects of any tree cutting that may be allowed for development; and with time, replace *some* of what has been lost. Mitigation standards would also provide specific requirements that developers can use as they plan their projects, and is a common part of tree ordinances elsewhere in Oregon. Such mitigation standards are meant to be used in conjunction with other ordinances that protect existing trees and other natural resources as part of development, and would address whatever portion of trees on a development site are allowed to be removed according to preservation standards. (The subject of preserving existing trees is addressed separately in this document.)

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

- **Required Compliance with Mitigation Standards.** (Reference 706.10 (A) (6).)
If development is approved in an urban residential zoning district, which allows cutting or removing trees over 6" in diameter at breast height (dbh), compliance with the following mitigation standards shall be required.
- **Required Planting of New Trees, Required Plants and Densities.** (Reference 706.10 (A) (6)(a) i and ii., and Table 706-6: Tree Replacement.)
Planting of new trees shall be required in mitigation for cutting or removal of existing trees over 6" dbh, with the exception of dead trees and invasive tree species.
All mitigation trees shall be native species. The mitigation requirements shall be calculated based on the number and size of trees that are removed from the site. Trees that are removed from the site shall be replaced as shown in Table X-X. Conifers shall be replaced with conifers. The mitigation planting required in Table X-

X: Tree Replacement must be completed within five years of the date the existing trees are cut down.

Table X-X: Tree Replacement

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

- **Plant Size for Planting Mitigation Trees.** (Reference Washington County Article IV Development Standards, 407-8.3 and 407-8.4.)
Plant Size. Deciduous mitigation trees shall be fully branched, have a minimum caliper of one and one-half (1½) inches, and a minimum height of eight (8) feet at the time of planting. Conifer mitigation trees shall be fully branched, and have a minimum height of six (6) feet at the time of planting.
- **Required Locations for Planting Mitigation Trees.** (Reference 706.10 (A) (7).)
All mitigation trees shall be planted on the subject property, and may be any combination of street trees, yard trees, and open space/park trees (if open space or park is included in the development plan). Mitigation trees shall be protected and preserved after the monitoring period expires by a restrictive covenant, or a conservation easement or public dedication if the trees are located on a separate open space or habitat conservation area tract of the development.

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

 - a. It is not practical to complete the mitigation on-site; and*
 - b. The applicant possess legal authority to conduct and maintain proposed off-site mitigation, and that the mitigation trees will be protected from development after the monitoring period expires by a restrictive covenant, conservation easement, or public dedication.*
- **Requirements for Ensuring Mitigation Tree Survival.** (Reference 706.10 (A) (6)(g).)
Tree Survival. Trees that die shall be replaced in kind to the extent necessary to ensure that a minimum of 80 percent of the trees initially required shall remain alive on the fifth anniversary of the date that the mitigation planting is completed.

Monitoring and Reporting. Monitoring of the mitigation site shall be the ongoing responsibility of the applicant. For a period of five years following the date that the mitigation planting is completed, the applicant shall submit an annual report to the Planning Director documenting the survival of the trees and shrubs on the mitigation site. If property containing mitigation trees is sold within the five-year period, the

sales agreement shall contain a provision allowing the applicant, applicant's agent/contractor or the County access to the property for the purpose of planting and maintaining the survival of the mitigation trees until the end of the period of five years following the date that the mitigation planting is completed, In lieu of complying with the monitoring and reporting requirement, the applicant may post with the County a performance bond, or other surety acceptable to the County, in an amount sufficient to cover costs of plant material and labor associated with site preparation, planting, and maintenance. An applicant who elects to post a surety shall be subject to Subsection 1311.02

ZDO Subsection 1007 Roads and Connectivity

To minimize negative impacts of traffic increases as a result of infill, and ensure that increases will be gradual so they can be better absorbed in surrounding neighborhoods, add the following language to Subsection 1007.04, after item (D):

“Siting or density of subdivisions should not result in significant traffic increase on local streets serving low density residential areas in surrounding neighborhoods.”

The language “*should not result in significant traffic increase on local streets serving low density residential areas*” is consistent with existing Comprehensive Plan policies, as it is taken from Comprehensive Plan Chapter 10, McLoughlin Corridor Plan Land Use Policy 5.3, related to changing residential land use in the Corridor.

Proposals Requiring More Development

for the 2016-17 Planning Division Work Plan and beyond

We have listed the proposal topic areas in priority order (based on the number of people submitting comments on each topic area).

1. Preserving Existing Trees as Part of Development

As previously noted, we received more proposals, suggestions and requests on preserving trees as part of development than on any other individual subject. The ***overall goals*** include striving for no net loss of tree cover or canopy, retaining and preserving as many trees as possible as part of development (particularly groves and native species), adding adequate measures to ***require*** incorporation of existing trees in subdivisions and planned unit development design, and creating a true balance between tree preservation and development. ***Methods to implement these*** goals could be contained in subsection 1002.04. As an alternative, Commissioner Paul Savas has suggested creating a Section or Subsection in the Zoning Ordinance that encompasses all Development Ordinances in one place, including ordinances on tree preservation and protection as part of development. ***Examples*** are available from other Oregon counties who have organized their ordinances in such a way. Recognizing that the needs and interests in urban areas and rural areas may be different, the ***tree code sections of these ordinances are often further separated into different ordinances applying to urban vs. rural land*** (or inside vs. outside the urban growth boundaries, or urbanizing woodland vs. non-woodland area, etc.).

In addition to whatever organizing system might be involved, there are also individual implementation aspects addressed in each county. Some possible implementation aspects for unincorporated urban areas of Clackamas County are:

- If the zoning ordinance continues to contain the current language of Subsection 1002.04 (A) on balancing preservation of existing natural features with development, **define the words “balance” and “feasible”** to ensure an actual *balance* can be carried out between preservation of existing trees/natural features and proposed development.
- **Add tree density standards to 1002.04 (A)** (requirements that a specific percentage of existing trees be preserved as part of development). **Or replace the “balance” concept in 1002.04 (A) with such a requirement** (if the “balance” concept continues to be an interpretation issue). This should take into account the diameter or existing tree canopy area and species of the existing trees, as well as the number, and can also be tied to the number of acres in the proposed development. (Reference tree preservation ordinances in Lane County and City of Portland.)
- **Restrict tree cutting within certain areas.** (For example, Lane County generally prohibits tree-cutting within 100 feet of ridgelines and hilltops. The City of Lake Oswego grants tree cutting permits if, among other criteria, removal will not have significant impact on character, aesthetics or property values of the neighborhood, with exceptions based on demonstrated consideration of alternatives.)
- **Require development applicants to submit several designs demonstrating different alternatives for incorporating trees** before approving any exceptions to tree preservation requirements on land with a specified percentage of trees or number of acres with a certain amount of tree canopy. (As referenced in the previous item, the City of Lake Oswego ordinances allow exceptions with demonstration that certain types of alternatives have been considered).
- As part of preserving as many healthy trees as practical, and avoiding tree damage from customary single home construction, **require that trees at a certain distance from homes must be preserved.**
- **Require that a development plan must incorporate a specific number of the techniques from 1002.04 (A) 1-10.**
- **Require additional building limitations for any acres in a proposed development with over a specified percentage of tree canopy or number of trees per acre** (compared to acres without trees), in order to preserve existing trees.
- Require that if land proposed for development has any acres with over a specified percentage of tree canopy or number of trees per acre, **the development must be submitted as a planned unit development** with at least 20% of the land preserved in open space tracts.
- **Provide incentives and help to developers to incorporate existing trees into the development design.** (Washington County, for example, requires that a specific percentage of buildable land must be landscaped as part of a development project, but allows some reduction of that for other specified activities they want to encourage.)
- **Require that as part of development approval, a fee must be paid to the County for every tree cut over a certain diameter.** This money would be held in trust to buy land for open space or parks in the community/watershed subsystem in which the trees were cut.

- **Require, rather than suggest, the kind of tree preservation provided for in ZDO Subsection 1007.04** (with roads planned around tree groves in order to preserve them, rather than through them).
- **Ensure that the development restriction in 1002.03 (C) is enforced.**

2. Ensure that the Comprehensive Plan is Carried Out, via Direct Application or New Implementation Language in the Zoning Ordinance

Our community’s experience with land use applications in the last few years has caused many people to express that some Comprehensive Plan goals and policies don’t seem to be carried out in County recommendations and decision-making on land use applications. In addition, interpretations of Comprehensive Plan and Zoning Ordinance language have left many puzzled about what the County is trying to achieve on behalf of its citizens. Some proposals for how to remedy some of these land use-related issues include:

- **Put into ZDO 1202 a clearly delineated way to use the Comprehensive Plan 4.R.2. factors.** If it is as a balance test, create ZDO language that actually creates a *balance* mechanism (with relative weighting, etc.). Or throw out the “balance” idea, and create language in the Zoning Ordinance that clearly and fairly describes some other mechanism to implement these factors and how they are to be used.
- Review all Comprehensive Plan goals and policies, and **add appropriate language to the Zoning Ordinance to implement any Comprehensive Plan goals and policies that are not currently being implemented via the Zoning Ordinance.** Comprehensive Plan chapters where we have found goals or policies that don’t seem to be implemented (or are not adequately implemented) in the Zoning Ordinance include Chapters 1, 3, 4, 6 and 9.
- **Revise Comprehensive Plan language (and ZDO language as needed) to create direct applicability of Comprehensive Plan Language to land use decisions,** particularly on developments, beyond the 4.R.2 factors.
- Through a public involvement process, **build a public consensus on how to revise the language of ZDO language which is currently ambiguous** and subject to interpretation.

3. Protecting Existing Neighborhoods, Neighborhood Character

Some of the most important Comprehensive Plan goals and policies to the community noted above (ones that people perceive as not being carried out) relate to goals in Chapters 4 and 6 on protecting existing neighborhoods and neighborhood character. ***Our community asks that appropriate language be added to the Zoning Ordinance to implement these goals and policies,*** and to:

- Put emphasis on preservation and protection of existing urban neighborhoods;
- Make *Neighborhood Character* a viable consideration in all decisions on proposed subdivisions and planned unit developments (not just the large lot size element in the Comprehensive Plan 4.R.2.6. factor, which is currently relevant only to zone changes);

- Create a viable mechanism to give consideration and appropriate weight to what a neighborhood or community wants for itself, in decisions on proposed subdivisions and planned unit developments; and
- Ensure that development is compatible with surrounding existing urban neighborhoods.

What would protect an existing urban neighborhood and its character?

1. First, ***it would be necessary to have a mechanism in the Zoning Ordinance to determine what the character is of each existing neighborhoods where development is proposed.***
2. Next, it would be ***necessary to have a process in the Zoning Ordinance to determine whether or not further development or infill in a particular neighborhood can be done and still protect its character*** (the answer might be “yes” for some neighborhoods, and “no” for others, or possible with certain limitations).
3. For those neighborhoods where development in general might be appropriate, ***a next step would be having decision criteria in the Zoning Ordinance that can be applied to ensure, at a minimum, that:***
 - Proposed development is ***compatible*** with and supports the character of the existing neighborhood;
 - Proposed development has ***similar characteristics*** to the existing neighborhood, and fits aesthetically with the existing neighborhood;
 - Proposed development ***doesn’t seek to change, or cause change*** of, the character of the existing neighborhood;
 - Proposed development ***doesn’t adversely impact*** the existing neighborhood, its livability and character (in addition to the points above, that would also include traffic safety and traffic patterns, property values and aesthetics of the existing neighborhood, among other considerations).

Determining the Character of a Neighborhood

All existing neighborhoods have their own unique sets of ***physical characteristics*** which make up their character, even within similar zoning designations, as do proposed developments; so these can be compared. Determining these physical characteristics would be an appropriate starting place. Physical characteristics would include existing lot sizes; types of housing and other land uses; styles houses and other structures; presence of historic buildings and landmarks; lot layouts; trees and vegetation (types and species, density, location patterns, how they are incorporated in development, etc.); water features (rivers, streams, lakes, etc.); drainage systems; inclusion of and proximity to services; roadway styles and improvement patterns. It would be possible to project most, if not all, of the related physical characteristics for proposed developments from application plans and descriptions, in order to make comparisons.

Other types of characteristics would include ***observable behavior patterns in the neighborhood*** (such as traffic patterns and how roadways are used; a driving vs. walking type of neighborhood; use of open spaces, parks and natural areas), and ***overlay characteristics*** like zoning designations.

Land Use Application Process

In order to demonstrate that a requested land use protects the existing neighborhood(s) surrounding the proposed development or impacted by the proposed development, an application should describe:

- ***The character and characteristics of the existing neighborhood***, as defined or described by County-recognized representatives of the neighborhood residents (such as the local community planning organization), or by a neighborhood plan filed with the County; and the corresponding character/characteristics of the proposed development.
- ***How the proposed land use complies with the decision criteria protecting existing neighborhoods and neighborhood character*** (reference the examples under #3 on the proceeding page).

County determination of whether or not further development or infill in a particular neighborhood can be done, and still protect its character, might be best accomplished through a separate process, such as the development of a Neighborhood Plan, or a community request for an overlay zone. In the case of the Jennings Lodge, Oak Grove and Clackamas community planning organization areas in particular, another vehicle might be via adoption of McLoughlin Area Plans I and II, which encompass the area between Milwaukie and Gladstone (north to south) and I-205 to the Willamette River (east to west).

4. Creating Parks and Open Space

Since Jennings Lodge does not have a public park, and the Commissioners made a decision several years ago not to buy a significant available property in Jennings Lodge for a park, the subject of getting a park has been a major issue in our underserved community.

- As a way to ensure that proposed developments contribute to the community around them, **we propose that there should be a formula established by which large developments must provide park land or open space as part of subdivision development.** This formula could be based on providing a certain amount of park or open space land per so many lots, units or acres of development (for example, one acre of park land for every ten acres of developed lots).
- ZDO Subsection 1011 is adopted, in part, to provide land that meets the open space and recreation needs of the people. In order to achieve that end, **new open space opportunities must continue to be identified and developed** beyond what is currently on Comprehensive Plan Map IV-6. **Such means should be incorporated into the Zoning Ordinance** so that when private land becomes available on the market, it can be assessed for its suitability in meeting the open space and recreation needs of people in particular communities.

5. Zone Change Restrictions or Overlay Areas

The Board of County Commissioners had several discussions in the past year on protections and safeguards for existing low density residential zoning in the Jennings Lodge, Oak Grove and Clackamas CPO areas, but further consideration was temporarily set aside so Planning staff could work on the

marijuana regulations. The need to develop protections for existing neighborhoods and **safeguard current zoning** is becoming more crucial every day, as developers seek re-zoning that impacts and changes the neighborhoods surrounding their developments, without the acceptance of the neighborhood. So we ask that work resume on this subject.

A number of approaches have been discussed or proposed, including:

- **The creation of an overlay zone that freezes current residential R-10 zoning in a particular area.** In our general area, this could be approached as (1) one overall area; OR (2) a more limited area from River Rd. west to Willamette River (between Milwaukie and Gladstone), as an initial more homogenous zone, which could be built on later with other such zones if supported; OR (3) a series of current R-10 pockets. In the case of our community, in particular, adoption of McLoughlin Area Plans I and II could be a vehicle.
- **The creation of development restrictions that prohibit zone changes or up-zoning within so many feet of Willamette River.**
- **The creation of development or zoning restrictions for property with certain characteristics.**
- **The creation of higher standards for zoning approvals** in certain areas such as overlay zones, proximity to the WRG, etc.
- **Down-zone R-10 zoning in order to match the zoning designation to current lot sizes, where R-10 would result in lots smaller than average existing lot sizes.** (This might change zoning to R-12 or less density in some areas.)
- **The creation of limitations on the amount of development or infill allowed in designated (or overlay) areas.** (Reference previous section on Protections for Existing Neighborhoods.)
- It might also be useful to reference Marion County Code Chapter 16.22, which contains general standards for limited use overlay zones.

A combination of approaches might be appropriate, for both short term and long term achievability. However, at a minimum, we need some kinds of protections sooner rather than later for those areas most continuously or homogeneously R-10 right now, as we anticipate these areas will continue to be at risk due to developers requesting denser zoning to increase their profitability.

6. Traffic Safety

Traffic safety, and the safety of pedestrians and bicyclists along roads, is always important. However, development (or the potential of development) and the added traffic it brings, puts increased pressure on existing road infrastructure; road systems and intersections that barely work with the way people currently use them may not be safe with increased traffic (exclusive of intersection capacity issues). No one will experience these issues more than those in the existing communities who use these streets. Therefore our community asks:

- Require in Section 1007 Road and Connectivity that if a **development will negatively impact community traffic congestion** and traffic or pedestrian/bicyclist safety, **that street and traffic infrastructure improvements must be made** (either by the County or developer) **before development can be completed.** (This would address impact not just at adjacent intersections and project frontages, but also at intersections and on neighborhood streets

that are not along the project frontages.) Such measures will ensure that the infrastructure will be in place to support the traffic impacts.

- **Create a more viable mechanism to give weight to community experience regarding local traffic and traffic safety, as part of development decisions.**

7. Land Use Application Processes

In order to provide residents with more information on plans for proposed development, and to ensure they are able to comment on how those plans would negatively and positively affect them, our community asks that:

- A requirement be added to ZDO Section 1307 that an applicant **post** a real estate/election-sized **sign on the subject property when application is made for a land use approval**. The sign will state in large letters that a Land Use Decision is in the works, what the proposal is, and how to communicate with the County on this issue.
- Currently, development applications are only required to have a preliminary statement of feasibility from a jurisdictional storm water authority, but not an assessment of an actual proposed storm water plan. Assessment of the actual proposed storm water plan usually or frequently occurs **after** a County public hearing takes place on the application, which means the public is deprived of the opportunity to learn about and make comments on the storm water system being worked out with the storm water authority. Therefore, **we ask for a requirement that jurisdictional storm water authority comments on the storm water plan be submitted either with the application, or before the public hearing, to provide for public comment.**

8. Development Restrictions

We propose that no development be allowed within 500 feet of a wetland.

9. Asbestos

There is potential for serious community effects relating to public health and safety when buildings containing asbestos are torn down for new development. We ask that the Clackamas County Planning Division provide for the safety of citizens in a way that the State has not, by **creating ZDO ordinance language that will dictate the procedure for proper removal of asbestos, where it exists at construction sites, and that compliance is required as part of the construction permit**. Reference “asbestos removal” on the Washington State Department of Labor & Industries website, which contains information and regulation language.

10. Historic Structures

Historic structures and landmarks need protection. The Clackamas County Zoning Ordinance should require that development applications list the existing structures and natural landmarks such as trees that are older than 75 years located on the subject property. **The Zoning Ordinance should include**

criteria for weighing the proposed development of a property against the loss of an historic structure and the associated natural landmarks.

11. Home Owners Associations

The ongoing viability of HOAs which are responsible for upkeep of storm water systems and landscaping, among other duties, has become a problem in our area. When the HOAs cease to function, important responsibilities fall by the wayside. **If Clackamas County land use approvals are based in part on maintenance carried out by HOAs, the County has some responsibility to ensure that HOAs continue with these responsibilities.** (At a minimum, that might mean requiring that CC&Rs include new owner notifications, annual status reports to the County, etc.) **Another alternative is not to base land use approvals or conditions on HOA activities, and instead seek other means to ensure that important responsibilities will be carried out.**

Other Issues Raised in This Process

Ombudsman to Assist CPOs with Land Use

Community Planning Organizations, which are groups of volunteers established by the Clackamas County Comprehensive Plan to help their communities in their spare time, are asked to be advisory to the County and to represent their communities in land use proceedings and quasi-judicial hearings. To do that job adequately requires finding spare time to devote many hours to learning about the Zoning Ordinance sections and subsections, and Comprehensive Plan chapters, how they work in general, how they can and should be used in representing the community, and then applying them in actual development application situations. Development applicants, on the other hand, often are paying one or more attorneys and other professionals to represent their interests, which sometimes prompts a community to have to fund-raise in order to hire representation or expertise. This puts ***Community Planning Organizations at a distinct disadvantage in representing their communities; this inequity needs to be addressed so that the County government and the citizens it serves are working together toward common goals.*** One way to do that would be for the County to create a County staff ombudsman or office to help Community Planning Organizations review and respond to land use applications. This might also be a way to provide greater staff support to the advisory Committee for Citizen Involvement.

McLoughlin Corridor Plan

The McLoughlin Corridor Plan in Comprehensive Plan Chapter 10 extends 650' from McLoughlin Blvd. Concern was expressed that developers are being allowed to apply for zone changes using a quarter-mile figure, rather than the 650' figure (which is less than an eighth of a mile). It is important for all to understand what measurement applies.

Hughes, Jennifer

From: Carol [clm@spiritone.com]
Sent: Sunday, December 20, 2015 10:22 PM
To: Hughes, Jennifer
Cc: McCallister, Mike
Subject: Suggestions
Attachments: ZDO 'revisions'.pdf

Attached are the suggestions/revisions I personally would like to have at least discussed by the Clackamas County planning staff as the auditing process continues.

I find that there are many frustrations concentrated around how planning staff interprets the ZDOs and overlooks the Comprehensive Plan. As an involved citizen, I feel that the Comprehensive Plan was and is supposed to guide the future of land use planning in the county. The Goals are ignored, because they are considered "aspirational" by planning staff. The words "goals" and "aspirations" both use the other in their definitions. By calling the goals "aspirational" the planning staff implies that the goals are not realistic in nature. In reality, they are the county's vision of what the county is supposed to look like as we try to meet those goals. I find this attitude of staff very discouraging and disrespectful of something that citizens expect to have happen when LU applications are made and approved.

Is there a way for the ZDOs to have a tree cutting section which is specifically for the urban unincorporated part of the county? I am well aware that the attempt to develop such a code a few years ago was sunk when people who felt their property rights were being challenged opposed the plan as written. If the code was limited to northern, urban unincorporated areas of the county it might go better. There is no need to complicate it with logging of forest land, or cutting of Christmas trees, but certainly we could have something which would save some of the special old growth trees and large groves of trees which are still intact in the urban areas. When I see what is happening all around this area I just feel it is criminal to destroy the wonderful trees and the health benefits they provide to us. How can anyone call what is happening "progress".

Thank you for the opportunity to present my work on the Comprehensive Plan and the ZDOs. I hope they will be seriously considered during the audit process.

Carol Mastronarde
Jennings Lodge

BEGIN-ANTISPAM-VOTING-LINKS

Teach CanIt if this mail (ID 05QahNrp8) is spam:

Spam: <https://mhub.clackamas.us/canit/b.php?i=05QahNrp8&m=1194c89dc6f9&t=20160125&c=s>

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Forget vote: <https://mhub.clackamas.us/canit/b.php?i=05QahNrp8&m=1194c89dc6f9&t=20160125&c=f>

END-ANTISPAM-VOTING-LINKS

Concerns About the ZDOs and Interpretations of Comp Plan

Below are problems we citizens would like addressed regarding the Clackamas County Comprehensive Plan (CP) and the ZDOs to implement it:

1. The refusal by county planning staff to consider the GOALS of the CP as relevant to any application. The declaration that GOALS are "aspirational". Dictionary definitions of the words "goal", and "aspiration" use the two words interchangeably. If the CP GOALS are to be met with an effort to reach the desired result (which is the standard definition of goals), then CP GOALS must be considered and accounted for with each application. If they are ignored, then the whole purpose of having a CP is defeated.
2. The limited reference to the CP in most applications. Obviously, there are chapters which will not be relevant to some applications, such as those referencing rural areas, when the application is for land within the UGB. However, ignoring whole chapters which are relevant is bad practice, and threatens the whole of the county's vision for its future. An example is chapter 9 of the CP which describes the county's goals and policies regarding Parks, Open Space and Recreation. There is very strong language describing the need to set aside land for parks; the responsibility of developers to contribute to that need, and the county's responsibility to obtain land which could be used as a park, especially in the densely populated areas of north Clackamas county. See chapter 9 under Open Space Policies #1, #1.4, #2.0, #4.0 #5.0. The last (#5.0) even states "acquisition will have priority over development". Has this ever happened in Clackamas County? Policy #6: "Require all new urban residential developments to contribute to the provision of park facilities in their communities proportionate to the need generated by the development and based on park standards established in policy #1". Residents in the urban unincorporated Oak Grove, Clackamas and Jennings Lodge areas of the county have requested new parks for years; over the last 10 or more years we got one small park (Stringfield) thanks in large part to the sanitary district, which is not part of the county.
3. In ZDO section 301.A: The declaration that areas zoned R-10 which are not sloped more than 20% are to be developed as R-8.5. The zoning map does not support this declaration. Nor does 301.B which shows a table with minimum lot sizes for each zone. It very clearly shows that areas zoned R-10 are to have lots of 10,000 sf. The county must request a zoning change, just like a developer would, to make the declaration that R-10 is really R-8.5 unless the land slopes more than 20%. Zone maps should be strictly adhered to, and any request for a variation must go through the Hearing process.

Section 301.08: A.: Purpose is to establish set backs, coverage etc for each zoning district: #1 Provide consistent standards insuring a stable pattern and intensity of development for new and EXISTING neighborhoods. #5 Provide for and protect the unique character and livability of each district. The interpretation of these standards are

not part of the planning process now. Developers ignore any characteristics which impinge on how they want to build on the land they have available. There is no consideration for the existing neighborhood, its unique character, or livability, the architectural style of an area, or the environment around the neighborhood, such as stream side areas, large urban forests etc.

4. Interpretation of language in the ZDOs has too much ambiguity. Words such as "feasible", "substantial", "character of neighborhoods", "significant", (as in groves of trees), "substantially damaged". As citizens we find these particular words are seldom used in our favor, so that the resulting decision allows the applicant to proceed as they wish.
5. The issue of tree cutting is huge for citizens of urban unincorporated parts of the county. There are many references to trees, their significance in the county, the need to protect them and their value in protecting against soil erosion, enhancing air quality, helping to control surface water runoff, protecting wildlife habitat, and adding to the value of homes and neighborhoods. Chapter 3 of the CP is devoted to Natural Resources and Energy. Sections 102.02, 102.03, 102.04, 1011.02, 1011.03, and 1011.04 of the ZDO all reference natural areas, trees and open space. Please see below for specific references within those sections. Yet trees are hardly considered with any significance when an application is submitted with proposed tree cutting and removal.

ZDO: 1002.03 Development restrictions following excessive tree removal (applies in the UGB)

(B). Excessive tree removal is the removal of more than 3 trees on a lot of record in a calendar year. Time and again applications indicate many more trees to be removed than what is allowed by this ordinance. There is an example of this right now on SE Concord Rd which has been clear cut for new development. The land has been stripped bare. In addition, the majority of the big trees on that property were white oaks, a species which we are trying to preserve and encourage in the county and in the urban area. Why is this 3 trees per lot not enforced? In fact, it seems to be ignored. When an applicant states he can not develop as he wants without removing excessive numbers of trees the planning staff agrees to the cutting of whatever trees the applicant wants to cut.

1002.04 Trees and Wooded Areas: A.: Significant clumps or groves of trees, or existing wooded areas shall be incorporated in development whenever "feasible" (definition: to the greatest extent possible). This shall not preclude development or require a reduction in the number of lots that would be permitted.

#5: Use of wooded areas for recreation or other low intensity use.

#6: Retention of trees which are necessary to ensure stability of clumps or groves of trees.

#8 Use of flexible lot sizes and PUDs to minimize disturbance of wooded areas.

In the applications I have been a part of opposing, I have not seen any of the above 3 ordinances considered, let alone enforced. The applicant simply says "it doesn't pencil out" or "the road has to go there" and the tree is gone. "Feasible" seems to be interpreted as: if the developer says it will upset his plans then the tree has to go. More time and effort must be invested by applicants and staff in following the ZDOs to preserve trees as directed by the county's own laws. We are told that the removal of trees must be "balanced" with the needs of the developer. There is no such language in the ZDOs. This "balance" always ends up in the developer's favor. (That is, they very seldom have to give up any aspect of their application.)

1011.02 A. applies to areas generally indicated as Open Space on the Comp. Plan map IV-6. This map needs to be updated and re-evaluated regularly, especially when a large parcel of privately owned land with significant natural features suddenly appears on the market. This ZDO does not say that areas left off the map can not be considered significant or a potential open space.

Perhaps there needs to be a second map which indicates where things like #2: distinctive urban forests, #6: Areas of high visual sensitivity, and #7: significant natural areas are, but are held in private ownership. With such a map these features could be considered as fitting the GOALS of the Comp. Plan as outlined in chapter 3. So when the land comes on the market, they are recognized by everyone as qualifying for primary consideration as park land or open space.

1011.02 C (1) lists high priority open space as significant natural areas. (2) lists secondary priority open space as (b) distinctive urban forests, and (e) areas of high visual sensitivity. These seem to be lost in any planning process; lip service by staff sounds good during the Hearing process, but the trees invariably come down if that is what the developer wants to do.

1011.03 Development Standards (B) High priority Open Space shall be preserved outright. C. Second priority Open Space shall be preserved to the MAXIMUM extent possible, making full use of techniques which reduce the need for land coverage and disturbance of Open Space features.

There is no evidence that any of these ZDOs are considered by applicants or staff when development is considered. Those of us who live close to these unrecognized natural features would like the above cited ZDOs to be considered and applied, as mentioned above, especially the preservation of valuable and irreplaceable areas of significant open space, wetlands, significant groves of trees, riparian areas, floodplains, and scenic areas.

1011.04 Conflict Resolution, Wetlands and Significant Natural Areas: High priority OS shall not be disturbed. Approval shall not be granted unless the following are met:

A: Social: The proposed development would not result in loss of a rare, irretrievable, or irreplaceable natural feature, or disturbance of a natural feature in or adjacent to the proposed site.

B. 1. Talks about the applicant being substantially damaged, but gives not give any indication of who determines what substantially damaged means. Does the cost to the public to repair or restore a natural area get taken into consideration as part of the conflicting costs? Certainly public costs should be part of the equation.

C. Energy: this part states " a disturbance shall not require public costs due to secondary impacts or exacerbate existing conditions." 1. Wetlands (d) proposed use or alteration is approved by the US Corps of Engineers and OR Department of State Lands. The process would protect these areas better, maybe even declare them areas which can not be developed at all, if these approvals would be obtained BEFORE the application is approved. If the application is approved without the proper permits, then the risk of damage and public costs rises substantially.

1011.05 Parks: B. states "Park classifications and Standards of Policies 1.1 through 1.5 in the Comp. Plan Chapter 9 shall be followed in the dedication and development of parks and recreational areas. I have never seen this part of the ZDO referenced or used by an applicant or referred to by planning staff. The need for parks and OS is clearly stated in the CP, the ZDO is written to ensure that the need is addressed, but it is not addressed in the planning process. CHAPTER 9 IS IGNORED AT THE PRESENT TIME WHEN APPLICATIONS ARE ASKING FOR A NEW SUB-DIVISION, OR WHEN A LARGE PARCEL OF LAND IS SOLD FOR DEVELOPMENT. Reading Chapter 9 gives one the impression that parks and open spaces are a top priority for the county. In reality, no one pays any attention to chapter 9 or this ZDO, not applicants nor planning staff.

1007 Roads and Connectivity

1007.01: Purpose: A. Provide for SAFE movement of vehicles , pedestrians, freight transit, bikes and pedestrians. C: Protect public SAFETY through functional, efficiently designed improvements addressing the impact of new development. E: Facilitate and encourage the use of non-auto modes of transit. F: Provide highly interconnected transportation system with suitable access and choices for all. G: Support improved public health by providing SAFE and attractive pedestrian and bike facilities.

The words safe and safety is repeatedly used in the purpose statement of 1007. Yet when a development is proposed and local citizens protest that it is not safe to allow so many homes in the area due to the poor or dangerous condition of the local roads to handle the vehicle traffic, or the risk to pedestrians and bicyclists, the citizens' voice is ignored. If the volume to capacity ratio is met, then it is safe enough for the county to approve.

1007.03: A: The CP shall control when there is a conflict. (C)(4) Approaches to county and public roads shall be designed to accommodate the safe and efficient flow of traffic and turn control where necessary to minimize hazards for other vehicles , pedestrians, and bicyclists.

1007.04 Public and Private Roadways: A. #4: Pedestrians access is to be emphasized for connectivity. #5: Pedestrians are afforded additional consideration to increase safety and walkability.

B. #3. b. SWM is to be sustainable. C. Preservation of existing significant trees and native vegetation. These standards may be deviated from when the county finds safe and efficient designs would better accommodate B. and C.

Refer to above remarks about lack of respect for large groves of trees, or native vegetation in the application process. In this section there has been special care taken to accommodate natural features when installing roadways and transit paths. Our communities would be much more attractive if we could see the kinds of preservation outlined in 1007. 04 seriously considered in every application which includes roads and streets.

B. E: New development and subdivisions may be REQUIRED to make road frontage improvements to existing ROWs as deemed necessary by the Department of Transportation and Development.

When this section of the ZDOs is raised by citizens we are invariably told that the county does not require nor ask a developer to improve any improvements to roads which do not border the property being developed. Yet this section clearly states that it can be done. If a development is going to impact the traffic, whether vehicle, pedestrian, or bicycle in close proximity to the development, and the safety of any person is in question then the county has the power to ask the developer to make it right. Instead, the county taxpayers get to pay to make those improvements, and live with the danger while waiting for the improvements to happen.

HOME OWNERS ASSOCIATION IN CLACKAMAS COUNTY

When questioned about the regulations regarding HOAs in Clackamas County, planning staff replied(on 9/30/2014: "that where commonly owned lands or facilities will be required or necessary we require a developer to incorporate a not-for-profit HOA. This is done through the Secretary of State's office. Typically, prior to final subdivision plat approval, the developer must submit proof that this has been done by submitting the Articles of Incorporation and documentation that they have been accepted by the S. of S. We also require that any lands or facilities to be owned by the HOA be conveyed to the HOA upon recording of the final plat."

"Section 1013.06 (K) (1)(g) prohibits a change in open space use or dissolution of the HOA without county Hearings Officer approval.

That said, we do not actively monitor the HOAs that have been established to verify if they are active or not. The HOA itself is responsible for collection of dues,

disbursement of funds for necessary maintenance of commonly owned facilities managed by the HOA. The county has no hand in that aspect.”

What seems to be happening in our area regarding HOAs is that the original home buyers move away or lose interest in being part of the HOA, dues don't get paid, no maintenance is done via the HOA, and, in the matter of SWM all rate payers pay for the cleaning of the drains, or whatever maintenance is needed to provide a viable SWM system within the boundaries of the HOA. Or, when land is owned commonly by an HOA, but no maintenance is done, an adjoining property owner will often take over the commonly held area and make it his own. The other HOA members may not even be aware that they also have a vested interest in that land and what happens to it.

Clackamas County needs to figure out some kind of enforcement and/or notification of the CC and Rs of the HOAs so when property is transferred the new owners know they are entering into an agreement which involves dues and some responsibilities to the HOAs. Perhaps at point of sale of a property within the boundaries of the HOA, there could be a check on the status of the HOA, such as are dues being paid and in which financial institution are they kept, who are the officers of the HOA and how does the new member reach them?

In the Comprehensive Plan (CP) Chapter 10 states that the McLoughlin Corridor Plan is designed for properties which are commercial and all residential zones except low density. The plan extends 650' from McLoughlin Blvd.. Time and again we hear that the corridor extends to a quarter mile of the boulevard; developers are allowed to apply for zoning changes using the quarter mile figure, and are not questioned. The 650' limit must be clear to everyone: applicants, planning staff, and the public. 650' is not even an eighth of a mile, let alone a quarter of a mile.

Hughes, Jennifer

From: Carol [clm@SpiritOne.com]
Sent: Sunday, January 03, 2016 10:31 PM
To: McCallister, Mike
Cc: Hughes, Jennifer
Subject: examples of lack of regard for ZDOs
Attachments: Examples ZDO=wrongs.pdf

Attached are further comments I wanted to make about the applications from the past 14 or so months and what has happened in our Jennings Lodge community because of the staff's interpretation of the CP and ZDOs.

Carol Mastronarde
4903 SE Meldrum Ave.
Milwaukie. 97267

--
BEGIN-ANTISPAM-VOTING-LINKS

Teach CanIt if this mail (ID 04Q1GuNP1) is spam:

Spam: <https://mhub.clackamas.us/canit/b.php?i=04Q1GuNP1&m=d33161b979d4&t=20160103&c=s>

Not spam: <https://mhub.clackamas.us/canit/b.php?i=04Q1GuNP1&m=d33161b979d4&t=20160103&c=n>

Forget vote: <https://mhub.clackamas.us/canit/b.php?i=04Q1GuNP1&m=d33161b979d4&t=20160103&c=f>

END-ANTISPAM-VOTING-LINKS

I made an error in the original document I submitted regarding concerns and Interpretations of the Comp. Plan and ZDOs: In 1002.04 Trees and Wooded areas, there is a reference to "balancing" the tree preservation with the expectations of the applicant. I still feel that the "balance" always leans very far in the applicant's favor. Somehow the county needs to preserve more trees in urban areas, especially old growth or significant stands of trees. Clear cutting a great number of trees, especially large stands of mature trees, is not in keeping with the Comprehensive Plan, and is an insult to the surrounding community.

In September 2014 there was a Hearing for a PUD on Hillside Drive: ZO291-14-SL which also involved a HCA, the Willamette River Greenway, and WQRA. The applicant plan is to remove over 200 of the 340 total trees on the site. ZDO1002.02. 2. A .should have prevented the removal of so many trees. The runoff from the greatly increased impervious surface area proposed, is going to be even worse because of their removal. (See ZDO 1002.03. B.) The area consisted of 5 tax lots. According to this section of the ZDO no more than 15 trees of dbh greater than 6 inches should be allowed to be removed each calendar year. . When asked to preserve one old growth Douglas Fir of greater than 30" dbh, applicant stated that it was in the way of the proposed roadway. County approved the removal of the tree even though ZDOs state allowances can be made for width of roads and other adjustments made to accommodate tree preservation. Roadways are even specially mentioned as an area where trees can be preserved by allowing variances from county standards.

ZO282-15-ZAP (The Evangelical Conference Center) also proposes excessive tree removal well beyond the limits imposed by ZDO 1002.03. B.: 326 out of 423 trees, most of them old growth Doug fir or big leaf Maples. 1002.03 states that clustered housing should be part of an application to save natural features and prevent alteration of terrain. This same applicant, when asked why they had not considered a PUD on the 16.7 acre site so as to save more trees, stated "it doesn't pencil out." This sets up a precedent (which already seems to dominate) to allow developers' profits to have more importance than neighborhood character and livability. Profit over tree preservation especially, is the norm.

ZDO 1002.02 A. b. ii. and iii. speaks to high priority open space. Application file # ZO438-15 proposes building 2 homes in an area designated as a high priority wetlands/ open space. Applicant does not appear to be concerned about the impact this development is going to have on the high priority open space/wetlands adjacent to the homes. In fact one of the lots appears to infringe on the wetlands by more than is supposed to be allowed. It would seem that at a pre-application meeting this application would have been carefully evaluated and applicant told there were problems with the plan; that he might have to make significant adjustments and provide a great deal of mitigation for the impact he will make on the wetlands, and the flood plain of Boardman Creek. ZDO 1002.02. A. 2.b. ii prohibits development which causes increased erosion, sedimentation, and drainage. iii. prohibits development which adversely impacts high priority space. Development is supposed to be allowed in these high priority areas only

if the result is of benefit to the whole community, not to just the builder or the home owner. It appears that this applicant's plan will result in a public cost to restore the water retention and natural features of the wetland it impacts.

Application file # ZO438-15 also demonstrates how staff interpretation of Comprehensive Plan and ZDO language influences how developers proceed with later applications. This particular applicant's file # ZO449-14-SS was approved January 2015 with staff stating during the Hearing that Comprehensive Plan goals were "aspirational" and therefore not to be considered as relevant. When the file # ZO 438-15 was submitted there were references to ZDOs being "aspirational purposes" and therefore were not addressed. Again, it seems imperative that everyone can read the Comprehensive Plan and know it is the vision the county has established for itself, and is an integral part of the planning process. The ZDOs are regulations which should address all the chapters and components of the Comprehensive Plan; not just the parts which are convenient for developers.

In relation to that: what happened to ZDO section 300? All that is left is 315, a long involved table showing what is and isn't allowed in different zoning areas. The parts of section 300 which regulated Chapter 4 of the Comprehensive Plan is gone. (see below)

1307.04 A.4 Revision of Public Policy: "Large scale changes in the Comprehensive Plan Land Use map may be characterized as legislative where a large number of properties are directly affected." These types of changes should be Type 4 applications which would require the BCC to be the body making the final decision about the change. In contrast to the above statement:

The statement that land on slopes of 10% or less, originally zoned less dense than R-8.5, and shown on the zoning map as less dense than 8.5, shall be deemed R-8.5, impacts a very large part of the county within the UGB. The public should be made aware of these types of proposed changes and allowed to weigh in on them. Maybe this designation happened after last year's public meetings, but it seemed to slip under the radar of the citizens, and I don't remember any discussion of it in public meetings during the audit approval. According to 1307.04 A.4 noted above the business of R-10 zoned areas being allowed to be developed at R-8.5 if they are on land sloped less than 10% is a legislative matter and should be clarified by a specific Hearing before the BCC. There should be a public meeting about matters such as this, separate from the audit meetings.

When I began researching the ZDOs to offer suggestions there was a ZDO section 300. (In fact that 301. A. section included the above mentioned slopes of <10% being R-8.5). Today there is no section 300 on the website; it begins at 315. The reference to impacts on "established neighborhoods" and the table showing the square feet of each R-designation is gone. So, the way it looks now, there is no part of the ZDOs which protects established neighborhoods or their character, as outlined in the policies of Chapter 4 of the Comprehensive Plan. The county needs to establish more clarification, and more defining language, not less, to enhance the Comprehensive Plan goals and

policies. As stated before, citizens are already frustrated by the lack of inclusion of the Comprehensive Plan in applications, and in Hearings.

The mission and visions of the Comprehensive Plan are laudable. The work which was necessary to develop them is impressive. There are many parts outlined in the Comprehensive Plan which, if acknowledged at the planning staff level, would make our county a much more attractive place to work, live, and play. How have we gotten to the point where so much of this county statement of future vision and missions is denied during the application process?

From: Martha Waldemar [mellowmartha@aol.com]
Sent: Thursday, November 12, 2015 9:35 AM
To: Renhard, Darcy; Gonzales, Lorraine
Subject: Re: Request for input on Clackamas County 2016/2017 work program

Hi Lorraine,

These are projects I would like to see:

1. Add more staff to Code Enforcement so they can deal with problems in a shorter time period than five years or more.
2. Give more clout to the code enforcement staff so that they can deal with infractions in a timely manner.
3. Install the sidewalks along the west side of SE 122 Ave. & SE 132 Ave. from Sunnyside Rd. down to Summers Lane and have them completed before 2017 ends. We really prefer before 2016 ends.
4. Install a traffic signal at the intersection of SE 122nd Ave. and SE Mather Road.

Thanks,
 Martha Waldemar

-----Original Message-----

From: Renhard, Darcy <DRenhard@co.clackamas.or.us>
 To: 'justinw@hbapdx.org' <justinw@hbapdx.org>; 'jleo@pmar.org' <jleo@pmar.org>; 'david@yourchamber.com' <david@yourchamber.com>; 'gronkee@msn.com' <gronkee@msn.com>; 'jennifer@eastsideathleticclub.com' <jennifer@eastsideathleticclub.com>; Hayes, Ernest <EHayes@co.clackamas.or.us>; Cartasegna, Mary Jo <MJCartasegna@co.clackamas.or.us>; Howatt, Drenda <DrendaHowatt@co.clackamas.or.us>; Klepper, Emily <EmilyKle@co.clackamas.or.us>; DeSantis, Kimberlee <KimberleeDeS@co.clackamas.or.us>; Austin, Jim <JimAus@co.clackamas.or.us>; Buehrig, Karen <KarenB@co.clackamas.or.us>; Caufield, Scott <scottcau@co.clackamas.or.us>; Cartmill, Barbara <BarbC@co.clackamas.or.us>; Clinton, Carl <carlcli@co.clackamas.or.us>; Comer, Catherine <CComer@co.clackamas.or.us>; Finley, Tim <TimFin@co.clackamas.or.us>; Hall, Andrea <Andreahal@co.clackamas.or.us>; Harmon, Randy <RandyHar2@co.clackamas.or.us>; Johnson, Dan <danjoh@clackamas.us>; Kok, Jeroen <JKok@co.clackamas.or.us>; Polk, Eben <EPolk@co.clackamas.or.us>; Smolak, Barbara <barbarasmo@co.clackamas.or.us>; CPO-Aurora/Butteville/Barlow <ken@ijco-cpa.com>; CPO-Birdshill <johnhedlund@earthlink.net>; CPO-Boring (fitz@staroilco.com) <fitz@staroilco.com>; CPO-Bull Run <maia007@yahoo.com>; CPO-Carus <bapowell@bctonline.com>; CPO-Central Point <johnbev@aracnet.com>; CPO-Clackamas (ppeartrussell@gmail.com) <ppeartrussell@gmail.com>; CPO-Clarkes/Highland <snielsen1@earthlink.net>; CPO-Colton <ghampton60@yahoo.com>; CPO-Eagle Creek/Barton <charli@eaglecreekbarton.com>; CPO-Estacada <pnbsteen@yahoo.com>; CPO-Far West <corrie_newland@yahoo.com>; CPO-Firwood <mesdes2003@yahoo.com>; CPO-Forest Highlands <chris@ckrlaw-proptax.com>; CPO-Government Camp <nrinard@mdtclinics.com>; CPO-Hamlet of Beavercreek <tsr@bctonline.com>; CPO-Hamlet of Mulino (chair@hamletofmulino.us) <chair@hamletofmulino.us>; CPO-Hamlet of Stafford <thanemarnie@gmail.com>; CPO-Holcomb/Outlook <allen.taylor@ieee.org>; CPO-Jennings Lodge <jenningslodgecpo@gmail.com>; CPO-Ladd Hill <philofar@hughes.net>; CPO-Molalla <lfsfreemanfarm@molalla.net>; CPO-Mt. Hood Corridor <davefulton@me.com>; CPO-Oak Grove (gennutt@gmail.com) <gennutt@gmail.com>; CPO-Redland / Viola / Fischer's <dknud@ccwebster.net>; CPO-Rhododendron <rhodycpo@comcast.net>; CPO-Rosewood <pklaebe@comcast.net>; CPO-Skylands <rallen@gmail.com>; CPO-South Clackamas <patn@molalla.net>; CPO-Southgate <patricia@patricia.holloway.com>; CPO-Southwood Park <creightonhelenyoung@gmail.com>; CPO-Stafford/Tualatin Valley <walt@waltgamble.net>; CPO-Sunnyside <MellowMartha@aol.com>; CPO-Villages at Mt. Hood <oldreeves@msn.com>; ahurd-ravich <ahurd-ravich@ci.tualatin.or.us>; arouyer <arouyer@ci.tualatin.or.us>; Bryan Brown (brownb@ci.canby.or.us) <brownb@ci.canby.or.us>; Chris Neamtzu (neamtzu@ci.wilsonville.or.us) <neamtzu@ci.wilsonville.or.us>; Denise Carey (carey@cityofestacada.org) <carey@cityofestacada.org>; Denny Egner <egnerd@milwaukieoregon.gov>; Gene Green, City of Damascus <ggreen@damascusoregon.gov>; John Boyd (jboyd@westlinnoregon.gov) <jboyd@westlinnoregon.gov>; John Sonnen (jsonnen@westlinnoregon.gov) <jsonnen@westlinnoregon.gov>; Lake Oswego Planning Department <planning@ci.oswego.or.us>; michaelw <michaelw@ci.happy-valley.or.us>; Molalla City Manager (citymanager@molalla.net) <citymanager@molalla.net>; Ross Schultz (Schultz@ci.gladstone.or.us) <Schultz@ci.gladstone.or.us>; Scott Siegel <ssiegel@ci.oswego.or.us>; Tony Konkol (tkonkol@orcify.org) <tkonkol@orcify.org>; Tracy Brown (tbrown@cityofsandy.com) <tbrown@cityofsandy.com>; Brian.Pasko <Brian.Pasko@gmail.com>; Gail Holmes (Holmes2410@gmail.com) <Holmes2410@gmail.com>; John Drentlaw

(john@jldllc.com) <john@jldllc.com>; John Gray <Grayj2011@hotmail.com>; Mark Fitz <Mark@staroilco.net>; meekmark <meekmark@worldstar.com>; Michael Wagner (mwagner@molalla.net) <mwagner@molalla.net>; Norman Andreen (nandreen@bctonline.com) <nandreen@bctonline.com>; Rogalin, Ellen <EllenRog@co.clackamas.or.us>; tompet234 <tomp234@frontier.com>
Cc: McCallister, Mike <MikeM@co.clackamas.or.us>
Sent: Tue, Nov 10, 2015 2:25 pm
Subject: Request for input on Clackamas County 2016/2017 work program

November 9, 2015

Dear CPOs, Hamlets and Villages, Planning Commission, DTD Divisions, and other interested parties:

The Clackamas County Planning and Zoning Division is in the process of developing our annual work program for the 2016-2017 fiscal year.

We will begin the initial public outreach process by asking Community Planning Organizations (CPOs), Hamlets and Villages, interested parties, the Planning Commission, and County departments with an interest in land-use matters, to submit any projects that they would like the County to consider for the 2016-2017 fiscal year. Previous requests to the Clackamas County Planning and Zoning Division have included amendments to the Zoning and Development Ordinance (ZDO) and Comprehensive Plan (Plan), and the development of community plans.

You are encouraged to submit suggested projects to the Planning and Zoning Division by December 31, 2015. The Planning and Zoning Division will collect all responses for evaluation and prioritization based on legal and policy implications, Planning and Zoning Division resources, and consistency with legal requirements and County policy goals. The resulting prioritized list will be presented at the Planning Commission meeting in early 2016, followed by a presentation of the Planning Commission's recommendation at a Board of County Commissioners public hearing for eventual adoption into the Planning and Zoning 2016-2017 work program. Any projects that are consistent with legal requirements and the County's policy goals, but are unable to be funded for the upcoming budget year, may be carried forward for future consideration.

If you have questions regarding projects that you would like to submit to the Planning and Zoning Division, please do not hesitate to contact me. We look forward to presenting an active and innovative work program for the 2016-2017 fiscal year with your help.

Respectfully,

Lorraine Gonzales, Senior Planner
Clackamas County Planning & Zoning Division
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4541
lorrainego@clackamas.us

NOTE: This message was trained as non-spam. If this is wrong, please correct the training as soon as possible.

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From: Hughes, Jennifer
Sent: Tuesday, January 05, 2016 10:23 AM
To: Gonzales, Lorraine
Subject: FW: Request for input on Clackamas County 2016/2017 work program

Jennifer Hughes
Principal Planner
Clackamas County Planning and Zoning Division

(P) 503-742-4518
(F) 503-742-4550
<mailto:jenniferh@clackamas.us>
<http://www.clackamas.us/planning>

150 Beaver Creek Rd.
Oregon City, OR 97045

The Planning and Zoning Division public service/permits lobby is open Monday through Thursday from 8:00 a.m. to 4:00 p.m. and Friday from 8:00 a.m. to 3:00 p.m. The public service telephone line at 503-742-4500 and email account at zoninginfo@clackamas.us are staffed Monday through Friday from 8:00 a.m. to 5:00 p.m.

From: Renhard, Darcy
Sent: Monday, January 04, 2016 2:23 PM
To: Kyle, Amy; Hughes, Jennifer; McCallister, Mike
Subject: FW: Request for input on Clackamas County 2016/2017 work program

From: Tammy Stevens [<mailto:tsr@bctonline.com>]
Sent: Monday, January 04, 2016 2:19 PM
To: Renhard, Darcy
Cc: Hamlet Board
Subject: RE: Request for input on Clackamas County 2016/2017 work program

Hey Darcy, Tammy Stevens with The Hamlet of Beaver Creek here.

We missed the December 31, 2015, deadline for providing input for the Planning and Zoning Division 2016-17 annual work program... so hope we're not too late to be included.

Here are some suggestions from our Board and citizens:

- A more active, effective and meaningful Code Enforcement program,
- Shoulders on rural roads,
- More electronic communications from the County to the CPOs/Hamlets/Villages (verses snail mail) to include links to various activities, and
- Automate Hamlets' impressed checking and trust account transaction processes.

Please let me know if you have questions or need further clarification.

Many thanks for this opportunity,

Tammy Stevens
The Hamlet of Beavercreek
503.632.3552

From: Renhard, Darcy [<mailto:DRenhard@co.clackamas.or.us>]

Sent: Tuesday, November 10, 2015 2:25 PM

To: 'justinw@hbapdx.org'; 'jleo@pmar.org'; 'david@yourchamber.com'; 'gronkee@msn.com'; 'jennifer@eastsideathleticclub.com'; Hayes, Ernest; Cartasegna, Mary Jo; Howatt, Drenda; Klepper, Emily; DeSantis, Kimberlee; Austin, Jim; Buehrig, Karen; Caufield, Scott; Cartmill, Barbara; Clinton, Carl; Comer, Catherine; Finley, Tim; Hall, Andrea; Harmon, Randy; Johnson, Dan; Kok, Jeroen; Polk, Eben; Smolak, Barbara; CPO-Aurora/Butteville/Barlow; CPO-Birdshill ; CPO-Boring (fitz@staroilco.com); CPO-Bull Run ; CPO-Carus; CPO-Central Point; CPO-Clackamas (ppeartrussell@gmail.com); CPO-Clarkes/Highland; CPO-Colton; CPO-Eagle Creek/Barton; CPO-Estacada ; CPO-Far West ; CPO-Firwood ; CPO-Forest Highlands; CPO-Government Camp ; CPO-Hamlet of Beavercreek; CPO-Hamlet of Mulino (chairs@hamletofmulino.us); CPO-Hamlet of Stafford ; CPO-Holcomb/Outlook ; CPO-Jennings Lodge; CPO-Ladd Hill ; CPO-Molalla ; CPO-Mt. Hood Corridor; CPO-Oak Grove (gennutt@gmail.com); CPO-Redland / Viola / Fischer's ; CPO-Rhododendron; CPO-Rosewood; CPO-Skylands; CPO-South Clackamas; CPO-Southgate ; CPO-Southwood Park ; CPO-Stafford/Tualatin Valley; CPO-Sunnyside ; CPO-Villages at Mt. Hood ; ahurd-ravich@ci.tualatin.or.us; arouyer@ci.tualatin.or.us; Bryan Brown (brownb@ci.canby.or.us); Chris Neamtzu (neamtzu@ci.wilsonville.or.us); Denise Carey (carey@cityofestacada.org); Denny Egner; Gene Green, City of Damascus; John Boyd (jboyd@westlinnoregon.gov); John Sonnen (jsonnen@westlinnoregon.gov); Lake Oswego Planning Department; michaelw@ci.happy-valley.or.us; Molalla City Manager (citymanager@molalla.net); Ross Schultz (Schultz@ci.gladstone.or.us); Scott Siegel; Tony Konkol (tkonkol@orcify.org); Tracy Brown (tbrown@cityofsandy.com); Brian.Pasko@gmail.com; Gail Holmes (Holmes2410@gmail.com); John Drentlaw (john@jdlc.com); John Gray; Mark Fitz; meekmark@worldstar.com; Michael Wagner (mwagner@molalla.net); Norman Andreen (nandreen@bctonline.com); Rogalin, Ellen; tomp234@frontier.com

Cc: McCallister, Mike

Subject: Request for input on Clackamas County 2016/2017 work program

November 9, 2015

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You are encouraged to submit suggested projects to the Planning and Zoning Division by December 31, 2015. The Planning and Zoning Division will collect all responses for evaluation and prioritization based on legal and policy implications, Planning and Zoning Division resources, and consistency with legal requirements and County policy goals. The resulting prioritized list will be presented at the Planning Commission meeting in early 2016, followed by a presentation of the Planning Commission's recommendation at a Board of County Commissioners public hearing for eventual adoption into the Planning and Zoning 2016-2017 work program. Any projects that are consistent with legal requirements and the County's policy goals, but are unable to be funded for the upcoming budget year, may be carried forward for future consideration.

If you have questions regarding projects that you would like to submit to the Planning and Zoning Division, please

do not hesitate to contact me. We look forward to presenting an active and innovative work program for the 2016-2017 fiscal year with your help.

Respectfully,

Lorraine Gonzales, Senior Planner

Clackamas County Planning & Zoning Division

150 Beaver Creek Road

Oregon City, OR 97045

(503) 742-4541

lorrainego@clackamas.us

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March 17, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Agency Service Contract with Northwest Family Services
for Kindergarten Transition Support Services

Purpose/Outcomes	Provision of kindergarten readiness supports to preschool children (ages 3-5 years) through work with child care providers and the child's parents
Dollar Amount and Fiscal Impact	\$50,250 No County General Funds are involved.
Funding Source	Oregon Department of Education-Early Learning Division
Duration	Agency Service Contract ends December 31, 2016
Previous Board Action	N/A
Strategic Plan Alignment	Individuals and families in need are healthy and safe Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CYF 7590

BACKGROUND: The Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of an Agency Service Contract with Northwest Family Services to provide kindergarten transition support services to child care providers who have 3-5 year olds enrolled in their programs. These support services include detailed list of kindergarten readiness skills, easily implemented preK activities for children, early literacy books and basic science and math activities. This program will be linked to other Early Learning Hub funded programming including family resource coordinators, resource referral services including BabyLink, 211info, and local elementary schools kindergarten transition events.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

AGENCY SERVICE CONTRACT
(Regular Services or Community Development)
(FY15-16)

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, hereinafter called "COUNTY," and **Northwest Family Services** hereinafter called "AGENCY."

I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this contract:

Provide kindergarten readiness supports to preschool children (ages 3-5) through work with child care providers and the child's parents as described in Work Plan Exhibit 1 attached hereto.

- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to **March 1, 2016**. This agreement shall terminate **December 31, 2016**.

II. COMPENSATION AND RECORDS

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

On a cost reimbursement basis as described in Exhibit 3, attached hereto.
Up to a maximum compensation of **\$50,250**.

The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage and incidentals necessary to perform the work and services.

- B. Method of Payment. To receive payment, the AGENCY shall submit invoices and accompanying performance reports as follows:

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the AGENCY submits required reports, performs required services, or establishes to the COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the AGENCY.

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

AGENCY SERVICE CONTRACT

If an audit discloses that payments to the AGENCY were in excess of the amount to which the AGENCY was entitled, then the AGENCY shall repay the amount of the excess to the COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. Special Federal Requirements - Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. AGENCY certifies that it is an independent AGENCY and not an employee or agent of the COUNTY, State, or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract
- B. INSURANCE During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

- 1. Commercial General Liability Insurance

Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

- 2. Commercial Automobile Insurance

Required by COUNTY Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1 Million.

AGENCY SERVICE CONTRACT

3. Professional Liability Insurance

Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million general annual aggregate for malpractice or errors and omissions coverage 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 contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provision

The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

5. Notice of Cancellation.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating.

Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

8. Independent Contractor Status.

AGENCY SERVICE CONTRACT

The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification.

AGENCY's coverage will be primary in the event of a loss.

10. Cross-Liability Clause.

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

C. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

D. Termination. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

The COUNTY may terminate this contract effective upon delivery of written notice to the AGENCY, or at such later date as may be established by the COUNTY, under any of the following conditions:

1. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services or reports called for by this contract within the time specified herein or any extension thereof; or
5. If AGENCY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

1. AGENCY shall:

AGENCY SERVICE CONTRACT

- (a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this agreement.
 - (c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.
 3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

4. AGENCY shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

AGENCY SERVICE CONTRACT

- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.

"The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin."

"The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified."

- G. Future Support. The COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
- H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.
- I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.

AGENCY SERVICE CONTRACT

This contract consists of three sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Scope of Work, Performance Standards, and Work Plan
- Exhibit 2 Reporting Requirements
- Exhibit 3 Budget

By

Rose Fuller

Name (Typed)

Title

Date

Street Address

City/Zip

Phone Number

TIN, FIN or S.S.#

CLACKAMAS COUNTY

Commissioner John Ludlow, Chair

Commissioner Jim Bernard

Commissioner Paul Savas

Commissioner Martha Schrader

Commissioner Tootie Smith

Signing on Behalf of the Board:

Richard Swift, Director

Health, Housing and Human Services

Date

Rodney A. Cook, Director

Children, Youth & Families Division

Date

March 17, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Revenue Agreement with Oregon Department of Education
for Medicaid Reimbursement**

Purpose/Outcomes	Funding is reimbursement for Medicaid administrative activities in connection with the delivery of Healthy Families services. Activities improve health services access and availability of children and family participants of Healthy Families who are eligible for medical assistance under Medicaid.
Dollar Amount and Fiscal Impact	\$25,876.47 for Medicaid Administrative Claim earnings of the Healthy Families program from October 1, 2015 – December 31, 2015. No county general funds are involved.
Funding Source	Oregon Department of Education Early Learning Division
Duration	Effective as of signature
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy, and secure communities
Contact Person	Rodney Cook, 503-650-5677
Contract No.	CYF - 7593

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of a revenue agreement with Oregon Department of Education (ODE) Early Learning Division for Medicaid earnings of the Healthy Families program. Funding is earned as a result of Medicaid administrative activities that support administration of the State Medicaid Plan including outreach to families about health services and benefits, case planning, referral, wellness activities and preventive health care services.

This contract is retroactive because ODE issued the grant after the time study was conducted during quarter 2 (October 1, 2015 – December 31, 2015). This agreement has been reviewed and approved by County Counsel. No County General funds are involved.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.



Early Learning Division | 775 Summer St NE, Suite 300, Salem, OR 97301

Phone: 503-373-0066 | Fax: 503-947-1955

February 5, 2016

The Oregon Department of Education is issuing Clackamas County a grant, in the amount of **\$25,876.47** for the Medicaid reimbursement earned by your Healthy Families Oregon program during the Fall Quarter (October 1, 2015 – December 31, 2015) of the 2015 – 2017 biennium. Please sign the last page of this Grant Letter that outlines the Medicaid Claiming Requirements, scan and email back to Linda Jones at linda.p.jones@state.or.us.

Thank you,
Erin Deahn
Healthy Families Oregon, Statewide Coordinator
Early Learning Division

1. Medicaid Administrative Claiming Requirements:

Under Title XIX of the Social Security Act (“the Act”), the federal government and states share the cost of funding the Medicaid program, which provides medical assistance to certain low-income individuals. Federal Financial Participation (“FFP”) is the federal government’s share for states’ Medicaid program expenditures. The State is required to share in the cost of medical assistance expenditures, and the Act permits both state and local governments to participate in the financing of the non-Federal portion of medical assistance expenditures (“State Share”). States may claim FFP for providing administrative activities that are found to be necessary by the Secretary of the U.S. Department of Health and Human Services (“DHHS”), Centers for Medicare and Medicaid Services (“CMS”) for proper and efficient administration of the Title XIX Medicaid Oregon State Plan (the “State Medicaid Plan”).

The Oregon Medicaid program is administered by the Oregon Health Authority (“OHA”), pursuant to ORS 409.010(3). OHA has an interagency agreement with ODE that authorizes ODE to provide for the delivery of Medicaid administrative activities in connection with the delivery of Healthy Families Services under ORS 417.795 and to claim FFP for such activities. ODE provides for the delivery of those Medicaid administrative activities in the Service Delivery Area through this Contract.

ODE and Contractor desire to improve health services access and availability for children and families eligible for medical assistance under Medicaid who reside in the Service Delivery Area and, accordingly, in connection with the delivery of Healthy Families Services, Contractor shall during the term of this Contract, either directly or through subcontracted Providers, perform Medicaid administrative activities in the Service Delivery Area as follows:



- a. **Training Requirements:** All Contractor and subcontracted Provider staff that will perform Medicaid administrative activities under this Contract must attend training provided by or coordinated through ODE prior to performing such activities and annually thereafter.
- b. **Service Requirements:**
 - (1) Contractor, to the extent it is providing Healthy Families Services under this Contract directly, and subcontracted Providers of Healthy Families Services under this Contract must:
 - A. Enroll with the OHA, Division of Medical Assistance Programs (“DMAP”), to provide Medicaid services;
 - B. In connection with its delivery of Healthy Families Services under this Contract, perform Medicaid administrative activities that support administration of the State Medicaid Plan including:
 - i. Outreach activities to inform families about health services and benefits;
 - ii. Case Planning/Referral/Interagency Coordination; and
 - iii. Wellness activities and preventative health care services.
 - C. Participate in required time studies during the four days each quarter designated by ODE, using the form (paper and electronic) provide by ODE and including all employees performing Medicaid administrative activities during the quarter in connection with the delivery of Healthy Families Services under this Contract.
 - D. Utilize the Activity Codes in Attachment 1 and time study methodology designated by ODE to document the time spent on all activities performed during the designated four-day period.
 - E. Comply with all requirements of 42 CFR 434.6 as applicable.
 - F. Counsel Medicaid eligible families that they are free to accept or reject Medicaid services and to receive such service from an enrolled provider of their choice unless otherwise restricted to a provider of the Oregon Health Plan by OHA.
 - (2) Contractor shall notify subcontracted Providers of the time study dates for each quarter. Time study dates are randomly determined by ODE.



2. Reporting:

- a. Contractor shall submit reports to ODE in accordance with the QA Calendar. QA Calendar can be found at <http://oregonearlylearning.com/healthy-family-providers-page/>
- b. Contractor must report to ODE yearly on the use of Medicaid Administrative Claiming (Title XIX) funds disbursed to Contractor.

3. Data Requirements:

- a. Contractor must maintain and provide to ODE upon request, the following information:
 - (1) The following information on Contractor employees who perform Medicaid administrative activities under this Contract and subcontracted Provider employees who perform Medicaid administrative activities under Contractor's contract with Provider: the name, title, job description, education level, salary, and other personnel expenses for each employee;
 - (2) Cost information: records to indicate the nature and extent of cost of Medicaid administrative activities performed, and other resources that have been applied to offset costs;
 - (3) Time study records; and
 - (4) Any other information applicable to the Medicaid administrative activities performed under Contractor's contract with a subcontracted Provider.
 - (5) Provide, upon request, to ODE, OHA, the Oregon Department of Justice, the Oregon Secretary of State, or federal officials, all records that support Medicaid claims for Medicaid administrative activities.

4. Fiscal Requirements:

- a. **Medicaid Administrative Claiming:** As set forth below, and otherwise in accordance with procedures designed by ODE, Contractor, to the extent it is providing Healthy Families Services under this Contract directly, and subcontracted Providers of Healthy Families Services under this Contract must participate in federal Medicaid (Title XIX) Administrative Claiming for Medicaid administrative activities performed in connection with the delivery of Healthy Families Services, as follows:
 - (1) Contractor must submit to ODE within the designated time period after the close of each calendar quarter during the term of this Contract, information necessary for developing a Medicaid claim for Medicaid administrative activities performed during the prior quarter, including:
 - A. A list of the Contractor and subcontracted Provider employees identified as performing Medicaid administrative activities during the quarter in connection with the delivery of Healthy Families Services under this Contract;
 - B. Salary and other personnel expenses for each identified employee;
 - C. The actual four-day time study record, of all activities performed by each employee identified as performing Medicaid administrative activities during the quarter in connection with the delivery of Healthy Families



Services under this Contract.

- D. The costs of Medicaid administrative activities performed by Contractor and subcontracted Providers during the quarter, as determined by Contractor's time study and related information and by the time study and related information submitted by Providers to Contractor.
- (2) Subject to the limitations and exclusions set forth elsewhere in this Contract, Contractor may include in the information it submits to ODE for developing the quarterly Medicaid claim for Medicaid administrative activities, Medicaid indirect costs incurred during the quarter. Medicaid indirect costs include costs associated with administering the delivery of Medicaid administrative activities authorized under this Contract with subcontracted Providers, such as implementation of the time study requirements. Contractor's actual Medicaid indirect costs must be documented and justifiable.
- (3) Allowable costs of Medicaid administrative activities are separate from any other direct Medicaid or other services that may be provided pursuant to separate Medicaid funding agreements or authorizations.
- (4) Based on the information submitted by Contractor, ODE will calculate after the end of each quarter the allowable costs of Medicaid administrative activities performed during preceding quarter ("Allowable Administrative Costs") and send the Contractor a copy of the Allowable Administrative Claim.

b. Invoicing and Payments:

- (1) Subject to the conditions set forth below, ODE shall disburse to Contractor within 30 days after the end of the quarter, the amount of the Allowable Administrative Claim (the "Medicaid Earnings"). The Medicaid Earnings, except as described in 423-010-0023(3), must be used to maintain or expand Healthy Families program core services, as defined in the Healthy Families Program Policy and Procedure Manual.

ODE's quarterly payment obligation is conditioned on ODE receiving payment from OHA of the FFP for the Allowable Administrative Claim (ODE will provide the State Share).

5. Fiscal Restrictions:

As described in greater detail in Attachment 1, the allowable costs of Medicaid administrative activities are limited as follows:

- a. Medicaid does not pay for administrative expenditures related to, or in support of, services that are not included in the State Medicaid Plan, the Oregon Health Plan, or services which are not reimbursed under Medicaid.
- b. Medicaid does not pay for health care services that are rendered free of charge to the general population. Thus, any administrative activity which supports the referral, coordination, planning of screening or services that are provided free to the general population would not be considered as Medicaid administration.



- c. Duplicate payments are not allowable when determining administrative costs under Medicaid. Payments for allowable activities must not duplicate payments that have been or should have been included and paid as part of a rate for services, part of a capitation rate, or through some other local, State or federal program. Medicaid administrative costs may not be claimed for activities that are integral parts or extensions of medical services. Furthermore, in no case shall Contractor be reimbursed more than the actual cost of the activities claimed by Contractor under this Contract.



Attachment 1

ACTIVITY CODES

A1. Medicaid/OHP Outreach Activities and Facilitating Medicaid /OHP Eligibility

This code should be used when performing activities that inform eligible or potentially eligible individuals about Medicaid/OHP/Oregon Healthy Kids. This code should also be used when describing the range of services covered under Medicaid/OHP/Oregon Healthy Kids, how to access and obtain them, and the benefits of Medicaid/OHP preventative services. Use this code when assisting children and their families in applying for and becoming eligible for Medicaid/OHP. Activities for obtaining and sharing information for Medicaid/OHP outreach and facilitating Medicaid/OHP eligibility can be written or verbal and may occur during meetings, home visits or over the phone. This includes related paperwork, clerical activities, and staff travel required to perform these activities. Please note it is not necessary that the child/family actually receive Medicaid/OHP in order for this code to be used.

Examples:

- Informing Medicaid eligible and potential Medicaid eligible children and families about the benefits and availability of services provided by Medicaid (including preventative treatment and screening) including services provided through Enter Periodic Screening Diagnosis and Treatment (EPSDT) program.
- Developing and/or compiling materials to inform individuals about the Medicaid program (including EPSDT) and how and where to obtain those benefits. Note: this activity should not be used when Medicaid-related materials are already available to the children and families served in your target population (such as through the Medicaid agency). As appropriate, obtain prior approval from Medicaid when creating/developing outreach materials.
- Distributing literature about the benefits, eligibility requirements, and availability of the Medicaid program, including EPSDT.
- Assisting the Medicaid agency to fulfill the outreach objectives of the Medicaid program by informing individuals, children and their families about health resources available through the Medicaid program.
- Providing information about Medicaid EPSDT screening (e.g., dental, vision) available that will help identify medical conditions that can be corrected or improved by services offered through the Medicaid program.
- Contacting pregnant and parenting women and teens about the availability of Medicaid-covered prenatal and well-baby care programs, immunizations, birth control options and services.
- Providing information regarding Medicaid managed care programs and health plans such as Oregon Healthy Kids to individuals and families, including how to access the system.
- Encouraging families to access medical/dental/mental health services provided by the Medicaid program.
- Verifying an individual's current Medicaid eligibility status for purposes of the Medicaid eligibility process. (This may be accomplished by performing an eligibility check on-line, by reviewing the medical card, or contacting a local DHS/OHA facility to verify status of eligibility.)
- Reminding or assisting families to reapply for OHP to keep it current.
- Explaining Medicaid eligibility rules and the Medicaid eligibility process to prospective applicants.



- Assisting individuals or families complete a Medicaid eligibility application.
- Gathering information related to the application and eligibility determination process for an individual, including resource information and third party liability (TPL) information, as a prelude to submitting a formal Medicaid application.
- Providing necessary forms and/or packaging forms in preparation for Medicaid eligibility determination.
- Referring an individual or family to a local assistance office to make application for Medicaid benefits.
- Assisting an individual or family in collecting/gathering required information and documents for the Medicaid application.
- Identifying enrolled providers to provide Medicaid covered services, such as: immunizations, well child exams, dental services, mental health services.
- Participating as a Medicaid eligibility outreach outstation. NOTE: excludes determining eligibility.
- Preparing, presenting and disseminating child health related materials identifying Medicaid-covered services and how to access such services including preventative health care and substance abuse prevention programs, related staff travel and paperwork.
- Informing parents/families on how to appropriately access/use Medicaid-covered medical care/services.

A2. Outreach and Application Assistance for Non-Medicaid/OHP Programs:

Activities that assist the child/family in gaining access to non-Medicaid/OHP services and effectively utilize social services and community wellness programs. (Included are housing, commodities, food banks, Women’s Infant and Children Program (“WIC”), foster care, financial assistance, exercise and weight loss programs, energy assistance, child care, after school programs, friendly visitor and vocational services). Providers that are not enrolled with Medicaid or part of Medicaid Managed care of network providers and activities that assist the child/family in applying for these services, including form preparation, related staff travel, clerical, and paperwork.

Examples:

- Informing families about general health education programs or campaigns and how to access them, conducting, scheduling or promoting these programs.
- Scheduling and promoting activities which educate individuals about the benefits of healthy lifestyles, home safety and accident prevention.
- Non-Medicaid/OHP outreach directed toward encouraging persons to access social, educational, legal, or other services not covered by Medicaid/OHP.
- Explaining eligibility rules and the eligibility process to prospective applicants for NON-OHP programs, providing the necessary forms and packaging all forms in preparation for such NON-OHP services.
- Informing individuals and families about NON-OHP programs, such as housing, food banks, foster care, financial assistance for needy families, TANF, food stamps, Women’s Infant and Children (WIC) program, childcare, legal aid and other NON-OHP social or educational programs, and referring them to the appropriate agency to make application for such services.
- Providing outreach, developing and verifying initial and continuing eligibility for the Free and Reduced Lunch Program.



B1. Referral, Coordination, Monitoring and Training of Medicaid/OHP Covered Services

Staff should use this code when making referrals for coordinating, and/or monitoring the delivery of Medicaid-covered services. This code may also be used when coordinating or participating in training events and seminars for outreach staff regarding the benefits of the Medicaid/OHP program, how to assist families to access Medicaid-covered services and how to more effectively refer participants for services. Activities that are an integral part of or an extension of a direct medical service are not claimable as an administrative activity and must be reported as E. NOTE: Targeted case management is also not claimable as an administrative activity and must be reported as E. Claimable activities reported include related staff travel, clerical, and paperwork.

***If medically licensed staff provide these activities they are considered integral to Medical services they provide whether they are actively billing Medicaid for direct medical services or not, must report under E for Direct Healthcare Services.

Examples:

- Monitoring, coordination, and training of Medicaid/OHP services: for vulnerable children and families, including agency staffing to coordinate Medicaid/OHP services for child health and development (does not include Individualized Family Services Goal Plan meetings), arranging for Medicaid-covered services, coordinating child specific Medicaid –covered services in coordination with services identified (i.e. psychological counseling, health, substance abuse counseling and consultation), related staff travel and paperwork.
- Referral and Coordination: Gathering information in advance of a referral for a Medicaid-covered service utilizing questionnaires (i.e. New Baby Questionnaire or Family Update). Making referrals for and coordinating Medicaid covered screenings, examinations, assessments and evaluations for health, vision, dental, developmental, mental health, substance abuse, and other Medicaid-covered medical services. Contacts with parents regarding their child’s Medicaid covered healthcare needs. Gathering background information and supportive data such as social history and medical history. Helping families meet goals related to Medicaid covered services and coordinating medical care with partnering agencies also serving the family such as Early Intervention and/or Community Healthy Nurses, and related staff travel and paperwork.
- Immunization: Scheduling immunizations, coordination of immunizations for children, related staff travel and paperwork.
- Maternal Care Services: Referring for Medicaid-covered prenatal, postpartum and newborn care, pre-pregnancy risk prevention, family planning and related staff travel and paperwork.
- Developmental Delay: Gathering information in advance of a referral for a Medicaid-covered service utilizing Ages and Stages Questionnaire (ASQ) and ASQ Social Emotional Questionnaire for early identification of age appropriate child development and/or delays to assure health and developmental problems are found, diagnosed and treated. Coordinating or referring for early Medicaid-covered medical consultation and evaluations, related staff travel and paperwork. Participating in or coordinating training which improves the delivery of Medicaid/OHP services, enhances early identification, intervention, screening and referral of children with special health needs.



B2. Case Planning, Monitoring, Coordination, Referral and Training of Non-Medicaid/OHP Covered Services

- Assessing and monitoring of the home learning environment using standardized forms, creating and disseminating information on positive and interactive learning environments, providing or arranging for reading material for the child, providing or arranging for age appropriate toys.
- Classroom instruction or presentations, preparation, related paperwork and travel, attendance at conferences, providing educational or career guidance or consultation. Includes related staff travel, clerical, and paperwork.
- Case management of social services and community wellness programs (including housing, commodities, food banks, WIC, foster care, financial assistance, exercise and weight loss programs, energy assistance, child care, after school programs, friendly visitor and vocational services). Arranging transportation for these services coordinating or participating in training events and seminars for these services. Includes related staff travel, clerical, and paperwork.
- Making direct referrals to social services such as housing, energy assistance, educational and/or special education, childcare, education and Early Intervention, vocational and transportation to these services, etc., monitoring and follow-up. Includes related staff travel, clerical and paperwork.
- Participating in or coordinating training which improves the delivery of non-Medicaid/OHP services.

Examples:

- Helping families meet non-Medicaid covered related goals.
- General education and referrals about topics like nutrition, normal breastfeeding, exercise, wellness, attachment, infant development.
- Sharing toys, making toys.
- Literacy.
- Parent child interactions.

C1. Medicaid/OHP Transportation and Translation:

Assisting an individual to obtain transportation to services covered by OHP, arranging for or providing translation services to facilitate access to OHP services. This does not include the provision of the actual transportation services, but rather the administrative activities involved in arranging or scheduling transportation to a Medicaid covered service. Translation services must be provided by an employee whose role is performing translation functions to facilitate access to Medicaid-covered services. Include related paperwork, clerical activities or staff travel required to perform these activities.

Examples:

- Arranging for or providing translation services (oral and signing) that assist the individual to access and understand necessary care or treatment covered by Medicaid.
- Developing translation materials that assist individuals to access and understand necessary care or treatment covered by Medicaid.
- Scheduling or arranging transportation to Medicaid/OHP covered services.
- Related staff travel and paperwork.



C2. Non-Medicaid/OHP Transportation and Translation means:

Assisting an individual to obtain transportation to services not covered by Medicaid/OHP, or arranging for or providing translation services related to social, vocational, or educational programs. Include related paperwork, clerical activities or staff travel time required to perform these activities.

Special Note: Use this code when accompanying an individual to non-Medicaid/OHP services.

D1. Program Planning, Policy Development, and Interagency Coordination Related to Medicaid/OHP Services

Performing activities associated with the development of strategies to improve the coordination and delivery of medical/dental/mental health services, and when performing collaborative activities with other agencies and/or providers. Planning and developing procedures to track requests for services; the actual tracking of requests for Medicaid services would be coded under B1 Referral, Coordination and Monitoring of Medical Services. Working internally and with other agencies to improve services, expand health and medical services and their utilization to specific target populations, gathering information about their functions, to improve early identification of health and developmental problems, related staff travel, clerical and paperwork.

Examples:

- Identifying gaps or duplication of medical/dental/mental services and developing strategies to improve the delivery and coordination of these services.
- Developing strategies to assess or increase the capacity of medical/dental/mental health programs.
- Monitoring medical/dental/mental health delivery systems.
- Developing procedures for tracking families; requests for assistance with medical/dental/mental services and providers, including Medicaid (this does not include the actual tracking of request for Medicaid services).
- Evaluating the need for medical/dental/mental services in relation to specific populations or geographic areas.
- Analyzing Medicaid data related to a specific program, population, or geographic area.
- Working with other agencies and/or providers that provide medical/dental/mental services to improve the coordination and delivery of services, to expand access to specific populations of Medicaid eligibles and to increase provider participation and improve provider relations.
- Working with other agencies and/or providers to improve collaboration around the early identification of medical/dental/mental problems.
- Developing strategies to assess or increase the cost effectiveness of medical/dental/mental health programs.
- Defining the relationship of each agency's Medicaid services to one another.
- Working with Medicaid resources, such as the Medicaid agency and Medicaid managed care plans, to make good faith efforts to locate and develop EPSDT health services referral relationships.
- Developing advisory or work groups of health professionals to provide consultation and advice regarding the delivery of health care services.



- Working with the Medicaid agency to identify, recruit and promote the enrollment of potential Medicaid providers.
- Developing medical referral sources such as directories of Medicaid providers and managed care plans who will provide services to targeted population groups, e.g., EPSDT children.
- Coordinating with interagency committees to identify, promote and develop EPSDT services.
- System coordination, community meetings to improve services, expand access to OHP, improve system of care.
- Developing a family planning, education, counseling and service program compatible with community norms, locating or developing family planning information and materials and methods of distribution, developing a family planning service referral network.
- Notifying medical providers of Healthy Start/Healthy Families Oregon services and coordination opportunities.
- Recruitment of enrolled providers to provide Medicaid covered services, such as: immunizations, well child exams, dental services, and mental health services.
- System coordination to improve delivery of immunizations.
- Related supervision, travel, case conferences, team meetings and paperwork.

D2. Coordination Related to Non-Medicaid/OHP Services

Working internally and with other agencies to improve social services, identify gaps in services, expand and improve capacity to engage in non-Medicaid/OHP activities, expand access and linkage to non-Medicaid/OHP services, their utilization by specific target populations; related staff travel, clerical, and paperwork.

E. Direct Health Care Services

Providing medical care, treatment, and/or counseling to an individual. This code also includes administrative activities that are an integral part of or extension of a medical service (e.g., patient follow-up, patient assessment, patient counseling, patient education, parent consultations, billing activities). This code also includes related paperwork, clerical activities, or staff travel required to perform these activities.

Examples:

- Providing health/mental health services.
- Medical/health assessment and evaluation.
- Conducting medical/health assessments/evaluations and diagnostic testing and preparing related reports.
- Providing personal aide services.
- Providing speech, occupational, physical and other therapies.
- Administering first aid or prescribed injection or medication.
- Providing direct clinical/treatment services.
- Performing developmental assessments.
- Providing counseling services to treat health, mental health, or substance abuse conditions.
- Developing a treatment plan (medical plan of care) for a student if provided as a medical service.
- Performing routine or mandated child health screens including but not limited to vision, hearing, dental, scoliosis, and EPSDT screens.
- Providing immunizations.



F. Other Services

General administrative functions such as: payroll, maintaining inventories, developing budgets, executive direction, lunches, paid leave, educational or professional development conferences, staff meetings, and personnel issues.

Examples:

- Paid lunches, breaks, or other time not at work.
- Paid time off (vacation, sick).
- Most trainings, conferences and meetings (not related to Medicaid covered services).
- Personnel issues.
- Emails and phone messages, general office work, filing.
- Establishing goals and objectives of health-related programs as part of an annual or multi-year plan.
- Reviewing agency procedures and rules.
- Attending or facilitating staff or board meetings.
- Performing administrative or clerical activities related to general building or agency functions or operations.
- Providing general supervision of staff, including assistants or volunteers, and evaluation of employee performance.

Authorized Signature: _____

Printed Name: _____

Date: _____ -





M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 17, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Amendment 2 to an Intergovernmental Agreement
(Metro Grant Agreement No. 931973) with Metro for the
Clackamas Regional Center (CRC) Way-finding System Project**

Purpose/Outcomes	Amendment to Metro Grant 931973 approving an extension of the IGA.
Dollar Amount and Fiscal Impact	The amendment will not change the total Grant Award amount from Metro. The total agreement amount remains at \$150,000.00.
Funding Source	<ul style="list-style-type: none"> • Regional Travel Options Program through the Federal Transit Administration through Metro (\$134,595.00) • County Road Fund (match of \$15,405.00)
Duration	The project terminates on December 31, 2016.
Previous Board Actions	<ul style="list-style-type: none"> • December 19, 2013: The BCC approved the IGA between the County and Metro. • July 9, 2015: The BCC approved an amendment to extend the IGA between the County and Metro to December 31, 2015.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. How does this item align with your department's Strategic Business Plan goals? This project will help the traveling public to safely arrive at their destination through the provision of strategically placed signage in the Clackamas Regional Center area. 2. How does this item align with the County's Performance Clackamas goals? Completing the sign plan and installing the signs within the Clackamas Regional Center area will help to provide a safer community through improving safety for all modes of travel.
Contact Person	Karen Buehrig, Transportation Planning Supervisor, 503-742-4683

BACKGROUND:

The Clackamas Regional Center is a hub for commercial activity and home to the largest employer in the County, Kaiser Permanente. An increasing number of pedestrians and cyclists use facilities in this area to access home, work, and businesses. The Clackamas Regional Center Pedestrian/Bicycle Plan, adopted in September 2012, identifies the need to implement the sign plan to support way-finding for pedestrians and bicyclists. This action was unanimously supported by the Project Advisory Committee that included the general manager of the Town Center, the communication and external affairs manager at Kaiser Permanente, the Dean of College Advancement at Clackamas Community College (Harmony Campus) and others.

Clackamas County submitted the application for the 2013-2015 Regional Transportation Options grant program to develop and construct pedestrian and bicycle way-finding signs in the

Clackamas Regional Center area in the winter of 2013 and was awarded the grant in the summer of 2013.

This amendment will extend the end date of the grant to December 31, 2016 which allows for necessary design and location implementations and installation. There is no change to the grant award amount.

This amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of Amendment 2 to the IGA with Metro to extend the end date of the grant to December 31, 2016.

Respectfully submitted,

Mike Bezner, PE
Assistant Director of Transportation



600 NE Grand Avenue
Portland, OR 97232-2736
503- 797-1700

Grant Amendment

AMENDMENT 2
GRANT 931973

This Amendment hereby amends the above titled Grant between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and **Clackamas County**, hereinafter referred to as "Grantee."

This amendment is a change order to the original Grant as follows:

The Grant expiration date is extended from December 31, 2015 to and including December 31, 2016 for additional time to complete all of the grant tasks. Grantee shall ensure that the current Certificate of Insurance on file with Metro covers this time extension

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

Clackamas County

By_____

Print Name_____

Title_____

Date_____

METRO

By_____

Print Name_____

Title_____

Date_____



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

March 17, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

A Resolution Acknowledging Expenditures in Excess of Appropriations for Fiscal Year 2015 and Describing
Corrective Action in Accordance with ORS 297.466

Purpose/Outcome	Acknowledgement of expenditures in excess of appropriations that occurred in Fiscal Year 2015 and description of the Corrective Action that will be implemented.
Dollar Amount and fiscal Impact	The dollar amount of each over expenditure is reported in the Comprehensive Annual Financial Report (CAFR) as part of the Notes to the Basic Financial Statements.
Funding Source	Varies
Duration	Expenditures are reported on annually. Corrective action to be implemented will be permanent.
Previous Board Action	N/A
Strategic Plan Alignment	N/A
Contact Person	David Bodway, Finance Manager, 503-742-5424
Contract No.	N/A

BACKGROUND:

As part of the annual audit each year, the County's external audit firm reports on compliance with various Oregon statutes. One of these requirements is to report upon compliance with Local Budget Law. Expenditures in excess of authorized appropriations are reported in the CAFR, by category and by fund. Detail of this can be found in the CAFR as part of the Notes to the Basic Financial Statements, as well as in the Auditor's Report on Compliance with Oregon Minimum Standards.

ORS 297.466 requires that the BCC adopt a resolution within 30 days of issuance of the audited CAFR. The resolution is to both acknowledge the over expenditures and describe the corrective actions implemented. Corrective action is commencing now and will continue into the future on a quarterly schedule each fiscal year.

This Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve this resolution acknowledging expenditures in excess of appropriations for fiscal year 2015 and describing corrective action in accordance with ORS 297.466.

Respectfully submitted,
Christa Bosserman-Wolfe, Assistant Finance Director

A Resolution Acknowledging Expenditures
in Excess of Appropriations for Fiscal Year
2015 and Describing Corrective Action in
Accordance with ORS 297.466

RESOLUTION NO.

Page 1 of 1

WHEREAS, the County's Comprehensive Annual
Financial Report for the fiscal year ending June 30, 2015 reports expenditures in excess
of appropriations; and

WHEREAS, Oregon Local Budget Law does not
allow the expenditure of monies beyond the legal appropriation authority; and

WHEREAS, ORS 297.466(2) requires the County
to determine measures considered necessary for corrective action and a period of time
estimated to complete them; and

WHEREAS, ORS 297.466(3) requires the Board
of County Commissioners to submit an adopted resolution of corrective measures to the
Secretary of State's Office within 30 days from the submission of the County's
Comprehensive Annual Financial Report to the Secretary of State; and

NOW, THEREFORE, BE IT RESOLVED that in
order to ensure current and future compliance with Oregon Local Budget Law, all County
Departments will perform a quarterly analysis to review and evaluate expenditures
incurred to date compared to the total final adopted budget. Any over-expenditure will be
further analyzed, discussed with the Department of Finance's Budget Office, and
evaluated for further corrective measures.

Dated this 17th day of March, 2016.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

The following funds had expenditures in excess of appropriations for the fiscal year ending, June 30, 2015:

General County:

Sheriff's Fund

Transfers Out \$49

Transfers Out were higher than budgeted due to a clerical error after the supplemental budgets were finalized.

Transportation System Development Charge Fund

Materials and Services \$89,036

Materials and Services expenditures were higher than budgeted due to a one-time payment to Trimet for transportation construction.

Public Health Fund

Public Health \$29,173

Materials and Services expenditures were higher than budgeted due to higher personal services costs than budgeted.

Self-Insurance Fund

Materials and Services \$181,937

Materials and Services expenditures were higher than budgeted due to higher than expected Providence and Kaiser monthly premium costs.

The following funds had a deficit fund balance for the year ending June 30, 2015:

Children, Youth & Families Fund

Fund Balance \$(44,039)

During the year end closing process unearned revenues were recorded on the balance sheet which corrected the records to agree with accounting standards, monies unearned were spent and caused the negative fund balance

Risk Management Claims Fund

Fund Balance \$(4,363,450)

The addition of claims payable at year end caused the fund to go from modified accrual fund balance of \$2,326,724 to full accrual negative balance of \$4,363,450.

DRAFT

Approval of Previous Business Meeting Minutes:
February 18, 2016

(draft minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, February 18, 2016 – 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

He introduced Housing Authority Commissioner Paul Reynolds and asked the Clerk to read the Housing Authority Consent agenda by title only.

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of a Contract between Housing Authority of Clackamas County and Lake Oswego Construction, Project No. 15002 for Modernization of 10 Dwelling Units

Chair Ludlow asked for a motion.

MOTION:

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

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Reynolds: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

Chair Ludlow adjourned as the Housing Authority Board and re-convened as the Board of County Commissioners for the remainder of the meeting.

II. CITIZEN COMMUNICATION

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

1. Mr. Terry Finch, Milwaukie - regarding Fair Housing.
2. Shirley Soderberg, Oak Grove – supporting the Oak Grove Library.
3. Lisa Beatley, Milwaukie - supporting the Oak Grove Library.
4. Elizabeth Shirk, Oak Grove - supporting the Oak Grove Library.
5. Al Scott, Milwaukie - supporting the Oak Grove Library.
6. Mike Schmeer, Milwaukie - supporting the Oak Grove Library.
7. Renae Haydel, Oak Grove - supporting the Oak Grove Library.
8. Gary Bokowski, Milwaukie - supporting the Oak Grove Library.
9. Debrah Bokowski, Milwaukie – support of the Oak Grove Library.
10. Jan Carothers, Jennings Lodge - supporting the Oak Grove Library.
11. Grover Jeffery Bornefeld, Jennings Lodge – spoke regarding library district tax funds.
12. Doug Jones, Oak Grove - supporting the Oak Grove Library.
13. Terry Gibson, Jennings Lodge - supporting the Oak Grove Library.

14. Kevin Johnson, Gladstone – regarding the 2008 election for library district.
15. Thelma Haggemiller, Oak Grove – Oak Grove is incorporated by choice.
16. Mack Woods, Canby – importance of voting.
17. Jan Lindstrom, Milwaukie – spoke regarding library funding.
18. Les Poole, Gladstone – importance of trust and voting.
19. Nancy Gibson, Jennings Lodge – spoke regarding library issues.
20. Steve Schopp, Tualatin – regarding the urban growth boundary and rural reserves.

~Board Discussion – regarding the library issue <http://www.clackamas.us/bcc/business.html>

III. PUBLIC HEARING

1. Board Order No. **2016-12** Approval to Refer a Question to Voters in May 2016 for General Obligation Bonds to Replace and Upgrade the C800 Emergency Radio System and Necessary Components

Laurel Butman, County Administration and Chris Storey, County Counsel

Chair Ludlow opened the Public hearing.

1. Chief Fred Carlton, CCFD No. 1, speaking on behalf of the C800 and Fire Defense Board – spoke in support.
2. Bob Cozzie, Director of Clackamas County Central Communications (C-Com) spoke in support.
3. Chief Jim Davis, Canby Fire District spoke in support.
4. Chief Bret Smith, Canby Police Department spoke in support.
5. Captain James Rhodes, Clackamas County Sheriff's Office spoke in support.
6. Chief Rod Yoder, Aurora Fire District – they do not use C800 radios and Marion County does not plan on moving to C800.
7. Eugene Schoenheit, Oak Grove – is putting this out for a Bond the best option.
8. Jon Kloor –District 63 Firefighters in Aurora – they would like to meet with the C800 Board for more discussion.
9. Alice Richmond, West Linn – support the C800 proposal.
10. John Hartsock, Damascus – gave background of the C800 proposal.

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

MOTION:

Commissioner Savas: I move we approve the Board Order Approval to Refer a Question to Voters in May 2016 for General Obligation Bonds to Replace and Upgrade the C800 Emergency Radio System and Necessary Components.

Commissioner Bernard: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

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

IV. PUBLIC DISCUSSION ITEMS

Public & Government Affairs

1. Board Order No. **2016-13** Approving an Expansion of the Cable Television Franchise Service Area with Comcast of Oregon II, Inc.

Gary Schmidt, Public and Government Affairs presented the staff report.

~Board Discussion~

Chair Ludlow announced this is a discussion item and asked if anyone wishes speak.

1. Alice Richmond, West Linn – concerned the residents have not been notified.
2. Tim. Goodwin, Comcast – gave further background regarding this expansion.

Chris Storey, County Counsel stated this is identifying a service area in unincorporated Clackamas County that is now is allowed to receive cable service if they so choose.

Chair Ludlow asked for a motion.

MOTION:

Commissioner Smith: I move we approve the Board Order Approving an Expansion of the Cable Television Franchise Service Area with Comcast of Oregon II, Inc.
Commissioner Schrader: Second.
Clerk calls the poll.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Chair Ludlow: Aye – the motion passes 5-0.

Department of Transportation & Development

2. Discussion of the Road Ahead Advisory Ballot

Barb Cartmill, Director of Transportation & Development presented the staff report.

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

Chair Ludlow announced this is a discussion item

1. Jose Hernandez, Milwaukie – said the \$25 VRF is too high.
- Randy Harmon, County Road Dept. stated how the Roads are selected for maintenance.
2. Jo Havercamp, Oregon City – supports the VRF.
3. Alice Richmond, West Linn – everyone should pay for roads, gas and VRF.
4. Ron LeBlanc, Lake Oswego – spoke against the advisory vote.

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

Chair Ludlow stated there is no Board action tonight. Next week on Tuesday, Feb. 23 at 1:30 PM there is a Policy Session on this subject and Thursday, Feb. 25th we will have a Public hearing at the Business Meeting at 10 AM.

V. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approve the consent agenda.
Commissioner Schrader: Second.
Clerk calls the poll.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Chair Ludlow: Aye – the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval to Apply for Preschool Promise: Mixed Delivery Model Grant from Oregon Department of Education – Early Learning Division – *Children, Youth & Families*
2. Approval of Amendment No. 1 to the Agency Services Contract with Northwest Family Services for Children of Incarcerated Parents (CIP) Parenting Inside Out and Youth Mentoring – *Children, Youth & Families*

3. Approval of Agency Services Contract with Clackamas Women’s Services for Evidence-Based Parenting Education Classes – *Children, Youth & Families*
4. Approval of a Sub-recipient Agreement with Todos Juntos for Youth Drug and Alcohol Prevention – Canby, Sandy, Estacada, Molalla – *Children, Youth & Families*
5. Approval for a Revenue Agreement with CareOregon for the Clinic Capacity Building Project – *Health Centers*
6. Approval of Intergovernmental Agreement No. 45025, Amendment No. 2, with the State of Oregon Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program as the Regional Coordinator for the Four (4) County Metro Aging & Disabilities Resource Connection Consortium – *Social Services*

B. Department of Transportation & Development

1. Delegation of Authority to the Director of the Department of Transportation & Development to Execute a Quitclaim of a Permanent Slope Easement for a Planned Redeployment Adjacent to SE Sunnyside Road

C. Elected Officials

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

D. Business & Community Services

1. Approval of an Intergovernmental Agreement between Clackamas County, the City of Oregon City, Metro and the State of Oregon, State Parks for the Willamette Falls Legacy Project Site

VI. DEVELOPMENT AGENCY

1. Approval of a Disposition and Development Agreement with LaNoue Development LLC for Acquisition of Real Property

VII. WATER ENVIRONMENT SERVICES

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

1. Approval and Acceptance of a Service Connection Mortgage in the North Clackamas Service Area for Clackamas County Service District No. 1.
2. Approval of the Contract Documents with PeroxyChem LLC to Furnish and Install a 15% Peracetic Acid Turn Key Dosing System, Equipment Maintenance and Technical Services for the Tri-City Water Pollution Control Plant - *Purchasing*
3. Approval of Contract Documents between Clackamas County Service District No. 1 and OBEC Consulting Engineers, Inc. for Consulting Services Related to the Clackamas County Service District No. 1 82nd Dr. Bridge North Approach Replacement Project - *Purchasing*

VIII. COUNTY ADMINISTRATOR UPDATE

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

IX. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 8:57 PM



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

March 17, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office for
Modification of the Grant Agreement and addition of the 2016 Operating & Financial Plan
with the U.S. Forest Service-Mt. Hood National Forest

Purpose/Outcome	Add funds for CY 2016 in the amount of \$69,212.00 and add the 2016 Operating and Financial Plan.
Dollar Amount and Fiscal Impact	The total annual operating plan is \$72,106.13, with the current fiscal year obligation of \$69,212.00 and previous years carry-over of \$2,894.13.
Funding Source	The U.S Forest Service will reimburse the Clackamas County Sheriff's Office up to \$72,106.13.
Safety Impact	This agreement allows for patrol and patrol related activities on U.S. Forest Service roads and campgrounds, developed sites and areas in the Zigzag Ranger and Clackamas River Ranger Districts.
Duration	The agreement is for the period January 1, 2016 through December 31, 2016.
Previous Board Action/Review	Approved similar request in prior fiscal years
Contact Person	Ken Boell, Lieutenant – Office (503) 655-8218
Contract No.	12-LE-11060600-009

BACKGROUND:

The Sheriff's Office will provide patrol and patrol related activities during the summer months of May through September, and may include other months as funding permits, including the national holidays in May, July and September. Patrol routes may vary at the discretion of the assigned Deputies in order to effectively deal with incidents.

Total reimbursement under this agreement shall not exceed the amount of \$72,106.13.

RECOMMENDATION:

Staff recommends the Board approve and sign this cooperative intergovernmental agreement.

Respectfully submitted,


Craig Roberts,
Sheriff

"Working Together to Make a Difference"



MODIFICATION OF GRANT OR AGREEMENT	PAGE	OF PAGES
	1	1

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 12-LE-11060600-009	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 4
--	--	------------------------------

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Mt Hood National Forest 16400 Champion Way Sandy, OR 97055	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Gifford Pinchot NF, Attn: Olivia Reynolds 10600 N.E. 51st Circle Vancouver, WA 98682
--	---

6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Clackamas County Sheriff's Department 9101 SE Sunnybrook Blvd. Clackamas, OR 97015	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
---	--

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add funds for CY 2016 not to exceed \$69,212.00
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): Add 2016 Operating & Financial Plan

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
Annual Operating Plan - 2016

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: 2016 AOP attached

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. Clackamas County SO SIGNATURE See ATTACHED for signature blocks	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE See ATTACHED for signature blocks	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): Craig Roberts		11.F. NAME (type or print): Lisa A. Northrop	
11.G. TITLE (type or print): Sheriff		11.H. TITLE (type or print): Forest Supervisor, Mt. Hood NF	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: OLIVIA REYNOLDS U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED 2.9.16
--	---------------------------------



USDA Forest Service

OMB 0596-0217
FS-1500-19

FS Agr. # 12-LE-11060600-009 M4

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN
Between The
CLACKAMAS COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
MT. HOOD NATIONAL FOREST**

2016 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Clackamas County Sheriff's Department, hereinafter referred to as the "Cooperator", and the USDA, Forest Service, Mt. Hood National Forest, hereinafter referred to as the "U.S. Forest Service", under the provisions of Cooperative Law Enforcement Agreement # 12-LE-110606-009 executed on June 6, 2013. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2016, through December 31, 2016.

Previous Year Carry-over: \$2,894.13
Fiscal Year Obligation: \$69,212.00

FY 2016 Total Annual Operating Plan: \$72,106.13

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities:

Principle Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Ken Boell, Lieutenant Address: 2223 Kaen Road City, State, Zip: Oregon City, OR 97045 Telephone: 503-655-8218 FAX: 503-785-5028 Email: kenboe@co.clackamas.or.us	Name: Nancy Artmann Address: 9101 SE Sunnybrook Blvd. City, State, Zip: Clackamas, OR 97015 Telephone: 503-785-5012 FAX: 503-785-5027 Email: nartmann@co.clackamas.or.us



Principle U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Andy Coriell, Captain Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1789 FAX: 503-668-1738 Email: acoriell@fs.fed.us	Name: Maria Grevstad, Admin Assistant Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1625 FAX: 503-668-1771 Email: mgrevstad@fs.fed.us

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate of \$79.62 per hour and overtime rate of \$97.45.

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

Timely reports and/or information relating to incidents or crimes that have occurred on National Forest System lands should be provided to the U.S. Forest Service as soon as possible.

The primary patrol activities will be during the summer months of May through September; the tour of duty will be ten hours per day on Friday, Saturday and Sunday, and include the national holidays of May 30, 2016, July 4, 2016 and September 5, 2016. Patrol activities may also occur during other months, as funding permits and as agreed to between the Cooperator and U.S. Forest Service. Patrol dates may be varied to address operational needs after mutual agreement between the Cooperator's and the U.S. Forest Service's representatives.

Each tour of duty should begin between 12:00 PM and 4:00 PM and remaining work hours may be varied as agreed to between the Cooperator and U.S. Forest Service.

The assigned Deputies will check in, as practical with the Ranger District Office or U.S. Forest Service Law Enforcement Officer when they begin their tour of duty, in person, by radio or telephone.

During scheduled vacations the cooperator, when possible, provide fill in Deputies for patrol.

The assigned Deputies would be available for other support and assistance as requested by the U.S. Forest Service.



There are patrol related activities, which will impact the Cooperating Deputy's time and will cause them to be away from the patrol route (court, reports, or responding to incidents off National Forest). No adjustment to this plan will be required so long as the activities are held to, not more than 5 percent of the Deputy's scheduled time.

1. Patrol on following U.S. Forest Service roads:

One Deputy will be assigned to National Forest System lands within the Zigzag Ranger District. The patrol will begin near Zigzag, Oregon and will include National Forest lands north and south of State Hwy. 26 and east of the Forest boundary to Timothy Lake.

One Deputy will be assigned to National Forest System lands within the Clackamas River Ranger District. The patrol will begin near Estacada, Oregon and will include National Forest lands north and south of Hwy. 224 and east of the Forest boundary, and lands adjacent to U.S. Forest Service Roads 46, 63 and 70.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Zigzag Ranger District:

Burnt Lake and Ramona Falls Trailheads, and all dispersed campsites.
Timothy Lake, and all lands and roads adjacent to Timothy Lake.
Trillium Lake, and all lands and roads adjacent to Trillium Lake.
Dispersed recreation along U.S. Forest Service Road 5750 and 5750-220 south of Gone Creek Campground.

Clackamas River Ranger District:

Dispersed recreation areas east of Promontory Park on Hwy. 224
Dispersed recreation areas east of Hwy. 224 via U.S. Forest Service Road 57 and 4630.
Dispersed recreation areas via U.S. Forest Service Roads 46, 63 and 70.
(Bagby Hot Springs Recreational Area)

Patrol routes may be varied at the discretion of the assigned Deputies in order to effectively deal with incidents at other locations as they occur.

Search and rescue within the Mt Hood National Forest, within Clackamas County, is the responsibility of the Clackamas County Sheriff. The role of the assigned Deputies to this agreement is to take initial action on search and rescue incidents and to coordinate subsequent (short term) activities.

Total reimbursement for this category shall not exceed the amount of \$72,106.13

III. TRAINING:

See Cooperative Law Enforcement Agreement Provisions IV-K for additional information.

**IV. EQUIPMENT:**

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L and IV-M for additional information.

- A. The Forest Service agrees to reimburse Clackamas County for equipment and supplies in an amount not to exceed \$1,000. All purchases must be approved by the Forest Service prior to purchase. Documentation of such purchases shall become part of the Cooperative Agreements' official file.
- B. The Forest Service may loan Clackamas County equipment as needed, when mutually agreed. While in possession of Clackamas County, maintenance of this equipment shall be the responsibility of the Cooperator and shall be returned in same condition as time of transfer.

Total reimbursement for this category will be paid out of the Patrol Activity funds in Section II.

V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

Authorized activities associated with Drug Enforcement will be identified separately on billings supplied by the Cooperator.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services and equipment beyond those provided under Section II-A and IV-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.



3. **Group Gatherings/Other Situations:** This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

C. Billing Documentation:

The billing for each incident shall include individual employee times and their agreement rate. Such times will be documented on Crew Time Reports, shift tickets or other agreed upon form, and must be approved by incident management personnel.

For billing done using procedures specified in Section V-B-2, original documentation will be maintained by the Forest Service in the appropriate fire documentation boxes or appropriate incident management personnel; the Cooperator will maintain copies of all such documentation.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. The Cooperator will submit invoices for reimbursement of services provided under Section II of this agreement monthly or quarterly, at the discretion of the Cooperator.

USDA Forest Service
Albuquerque Service Center
Payments-Grants and Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Invoices may also be faxed to:

1-877-687-4894

FAX coversheet should be addressed to:

USDA Forest Service
ASC – Payments-Grants and Agreements

The Cooperator will prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be in sufficient detail to allow the Forest Service to verify expenditures authorized. The itemized statement for reimbursement will also include the following information:

1. Areas patrolled and miles traveled on NFS lands.
2. Person-hours worked in NFS patrol areas.
3. Copies of completed Daily Activity Reports.
4. Copies of invoice submitted.

By execution of this modification, Clackamas County certifies that the individuals listed in this document, as representatives of Clackamas County, are authorized to act in their respective areas for matters related to this instrument.



The statement should be sent to the following address:

USDA Forest Service, Law Enforcement & Investigations
Northern Oregon Zone
ATTN: Andy Coriell, Captain
16400 Champion Way
Sandy, OR 97055

- B. For reimbursement of services provided under Sections V-B-1 and V-B-3 of this agreement, billing instructions will be specified in the revised Operating Plan.
- C. For reimbursement of services provided under Section V-B-2 of this agreement, the following billing procedure will be used.

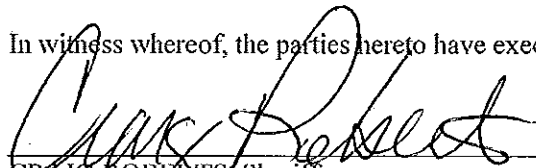
Incident management personnel will prepare an Emergency Use Invoice and, upon concurrence of the Cooperator, will submit the invoice for payment along with all required documentation using normal incident business procedures.

The designated representative, IMT official, or a designated forest incident business official, will approve the invoice and submit to the Albuquerque Service Center, Incident Finance, for payment along with a copy of the current Operating Plan.

- D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*



In witness whereof, the parties hereto have executed this Operating Plan as of the last date written below.



CRAIG ROBERTS, Sheriff
Clackamas County

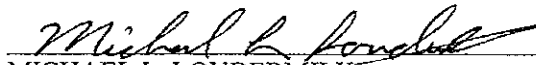
3/8/16
Date

Chair, County Commission

Date

LISA A. NORTHROP, Forest Supervisor
U.S. Forest Service, Mt. Hood National Forest

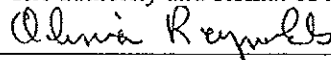
Date



MICHAEL L. LOUDERMILK
Acting Special Agent in Charge
Pacific Northwest Region

2/19/2016
Date

The authority and format of this instrument have been reviewed and approved for signature.



OLIVIA REYNOLDS
U.S. Forest Service Grants & Agreements Specialist

2.9.16
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

March 17, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Local Grant Agreement No. JR-15-032 between Clackamas County Community Corrections and Sub-Recipient Children’s Center for Community-Based Victim Services Programs

Purpose/Outcome	This Agreement will provide funding through Justice Reinvestment for community-based victim services programs.
Dollar Amount and Fiscal Impact	The Agreement value is \$99,440.
Funding Source	State of Oregon Criminal Justice Commission.
Duration	Effective upon full execution and terminates June 30, 2017.
Previous Board Action/Review	Biennial approval.
Contact Person	Captain Jenna Morrison, Director - Community Corrections – 503-655-8725

BACKGROUND: Justice Reinvestment dedicates 10% for victim services programs. Children’s Center will use this funding to support a 0.8 FTE Medical Examiner. The examiner will provide medical evaluations for suspected victims of child abuse and neglect. The examiner will conduct head to toe medical exams, consult with other physicians when needed, review medical records of children referred for services, testify in court, and will stay current on best practices. The examiner will serve children who are referred for concerns of abuse or neglect, including children who have witnessed domestic violence.

This grant was awarded in December with funds received in January. The Agreement specifies that the funds will be available for eligible costs beginning on the Project Start date of July 1, 2015 and ending on June 30, 2017.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves Grant Agreement No. JR-15-032 between Clackamas County and Children’s Center.

Respectfully submitted,

Captain Jenna Morrison
Director, Community Corrections

**CLACKAMAS COUNTY, OREGON
LOCAL GRANT AGREEMENT JR-15-032**

Project Name: **Children's Center**
Project Number: **58018**

This Agreement is between **Clackamas County, Oregon**, acting by and through its Department of Community Corrections (COUNTY) and **Children's Center** (SUBSUBRECIPIENT), an Oregon Non-profit Organization.

Clackamas County Data

Grant Accountant: **Nora Jones**

Program Manager: **Nora Jones**

Clackamas County Community Corrections
1024 Main St
Oregon City, OR 97045
503-655-8780
norajon@clackamas.us

Clackamas County Community Corrections
1024 Main St
Oregon City, OR 97045
503-655-8780
norajon@co.clackamas.or.us

SUBRECIPIENT Data

Finance/Fiscal Representative: **Barbara Peschiera**

Program Representative: **Barbara Peschiera**

Children's Center
1713 Penn Lane
Oregon City OR, 97045
503-210-2423
barbara@childrenscenter.cc

Children's Center
1713 Penn Lane
Oregon City OR, 97045
503-210-2423
barbara@childrenscenter.cc

FEIN: 75-3027143

RECITALS

1. Intimate partner violence accounts for approximately one in four homicides in Oregon and 45% of all homicides among females. Overall, more than 85,000 Oregon women reported having been physically or sexually assaulted by an intimate or recently intimate partner in the past five years. Teen dating violence impacts 1 in 4 your adults nationally and this statistic has been demonstrated to exist locally in survey data collected by SUBSUBRECIPIENT. The trauma also extends to children who witness domestic violence, a population that the Children's Center (CC) and partner agencies have collaboratively worked to provide services to through the Child Witness pilot project. It is anticipated that the number of children referred from these concerns will increase from fewer than fifty each year to several hundred annually, requiring additional evaluation and advocacy resources for both agencies.
2. Justice Reinvestment Act Funds (JRA) will be used to support core services at Children's Center (CC) and targeted capacity expansion through an investment in innovative and trauma-informed community-based victim services organizations. JRA funds will position Children's Center to accommodate expansion expected as a result of increased awareness from the creation of a multi-disciplinary pilot project designed to increase referral for CC services for children who witness domestic violence-a population that has been dramatically underserved.
3. Children's Center is well-positioned to provide services for a growing number of child abuse and child witness to domestic violence victims through the organizations' employment of trauma-informed

practices including highly trained medical personnel, clinicians and a voluntary service models that research has demonstrated are more likely to result in victims engaging in the criminal justice system, achieving short and long term safety and self-sufficiency goals, and reduced re-victimization.

4. Children's Center's trauma-informed approach is anchored by a single medical and forensic evaluation observed by law enforcement and child protective service employees that thereby minimizes the number of times and threatening environments a child is required to tell their story. It includes counseling and other referrals for non-offending caregivers to bolster the healing process for the child and empower the family toward restoration. CC received national accreditation this year through the National Children's Alliance, after meeting all 10 research-based standards for trauma-informed child abuse intervention.
5. Funding will support a 0.8 FTE Children's Center Medical Examiner. The examiner will provide medical evaluations for suspected victims of child abuse and neglect. The examiner is required to hold a medical degree or a family or pediatric nurse practitioner degree, as well as 40 hours of training specifically in the area of child abuse evaluation. The examiner will conduct head to toe medical exams, will consult with other physicians when needed, will review medical records of children who are referred for services, will testify in court cases that follow medical evaluation and will stay current on best practices. The examiner will serve children who are referred for concerns of abuse or neglect, including children who have witnessed domestic violence. Administration allocation is set at a standard 10%.
6. This Local Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBSUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2015** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Project in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Department of Justice's Child Abuse Multidisciplinary Intervention Intergovernmental Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in ORS 418.746-418.796.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **CRIMINAL JUSTICE COMMISSION JUSTICE REINVESTMENT JR-15-032** issued to the COUNTY by the State of Oregon, Criminal Justice Commission. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$99,940**.

5. **Disbursements.** Disbursements will be made in lump sum according to the following schedule:

5.1. \$49,970 immediately upon execution of this agreement.

5.2. \$49,970 upon receipt of second award installment from the State of Oregon, scheduled to be received sometime after October 1, 2016

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by Email.

8. **Funds Available and Authorized.** The COUNTY certifies that it has received half of the grant award currently authorized to finance the costs of this Agreement within the current fiscal year budget, and is scheduled to receive the second and final installment after October 1, 2016. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

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

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

a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

b) **Revenue Accounting.** Grant revenue advanced to SUBRECIPIENT should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.

c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT PROGRAM BUDGET. SUBRECIPIENT may not transfer grant funds between budget lines with the prior written approval of the COUNTY. At no time may budget modification changes the scope of the original grant application or agreement.

d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this agreement and in accordance with the Criminal Justice Commission Grants Management Handbook, located at http://www.oregon.gov/cjc/grants/Documents/2015_CJC_Grants_Management_Handbook.pdf.

- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period. Cost incurred prior to this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** SUBRECIPIENT shall submit an itemized invoice for the balance of the funds upon execution of this agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit a Performance Report by July 10, 2016 and July 10, 2017 as specified in Exhibit C. SUBRECIPIENT must submit a preliminary and final Financial Report by July 10, 2016 and July 10, 2017 respectively as specified in Exhibit D. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Lobbying.** SUBRECIPIENT agrees that no portion of the grant funds will be used to engage in lobbying of the Federal, State, or County Government or in litigation against the United States unless authorized under existing law. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- j) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- k) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY, the State of Oregon, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- l) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2017), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- m) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with

Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.

- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement. SUBRECIPIENT shall comply with the terms of the Grant Management Handbook available at http://www.oregon.gov/cjc/grants/Documents/2015_CJC_Grants_Management_Handbook.pdf and incorporated herein by reference.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from County in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement in excess of \$100,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) County's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under ORS 279C.520 and 279C.530, which are incorporated by reference herein.
- c) SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

13. General Agreement Provisions.

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

- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$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.
 - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured. Additional insured shall include the Criminal Justice Commission, its officers, employees and agents as Additional Insureds but only with respect to SUBRECIPIENT's activities under this agreement.
 - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

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- 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT
(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

CHILDREN'S CENTER

By: _____
Chair

By: _____
Barbara Peschiera, Executive Director

By: _____
Recording Secretary

Dated: _____

Dated: _____

Approved to Form

By: _____
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting
- Exhibit D: Final Financial Report

EXHIBIT A

STATEMENT OF PROGRAM OBJECTIVES

Scope

SUBRECIPIENT will use Justice Reinvestment Act Funds to support core services and targeted capacity expansion.

As a key partner in the multidisciplinary response to child abuse, SUBRECIPIENT'S scope is to provide appropriate medical evaluation and to ensure that victims and their protective caregivers can access appropriate post-trauma services.

SUBRECIPIENT will use JRA funds to:

- Sustain existing FTE with a goal of stabilizing services, and will allow an
- Increase assessment FTE to respond to rising numbers of referrals

Activities

1. SUBRECIPIENT will provide trauma-informed care for victims of child abuse and neglect through the assessment process as well as family-support referrals.
2. SUBRECIPIENT will collect data about its services including demographic information and case outcomes.
3. SUBRECIPIENT will address the needs of marginalized and underserved victims most immediately through the implementation of the new protocol that simplifies the referral process for children who have witnessed domestic violence and will increase the number of these children who receive trauma-informed assessments and mental health referrals.
4. In addition to tracking the outcomes of cases, SUBRECIPIENT will monitor the quality of its services through a formal survey that measures the satisfaction level of patients and partners.

**EXHIBIT B
PROGRAM BUDGET**

Applicant Agency: Children's Center

Proposed Service: Community-based Victim Services

Annual Budget

BUDGET CATEGORY	BUDGET 2015-2017
Medical Examiner Salary and Fringe	89,640
Indirect costs (10%)	9,800
Rent/Utilities	
Supplies	
Equipment	
Travel/Training	
TOTAL	99,440

Provide detailed information about each line item listed above:

Funding will support 0.8 FTE Children's Center Medical Examiner. The examiner will provide medical evaluations for suspected victims of child abuse and neglect. The examiner is required to hold a medical degree or a family or pediatric nurse practitioner degree, as well as 40 hours of training specifically in the area of child abuse evaluation. The examiner will conduct head to toe medical exams, consult with other physicians when needed, review medical records of children who are referred for services, testify in court cases that follow medical evaluations, and will stay current on best practices. The examiner will serve children who are referred for concerns of abuse or neglect, including children who have witnessed domestic violence. Indirect cost is set at a standard 10% of total award.

EXHIBIT C

Performance Reporting

The Justice Reinvestment Act Funds will require **annual** reporting with a written progress report due **July 10, 2016**.

SUBRECIPIENT will provide a success story illustrating the positive impact that the funds have had for a member(s) of the community. The success story(s) will identify how grant funding was utilized in the four components and criteria asked for in the Victim RFR section of the Justice Reinvestment Grant Program 2015-2017 Request for Applications:

- How did funded services target marginalized and underserved populations in the community?
- How have funded services addresses access barriers?
- How have funded services increased capacity where services are difficult to access, are limited or non-existent?
- How were funded services utilized to provide trauma-informed interventions?

EXHIBIT D
Final Financial Report

BUDGET CATEGORY	BUDGET	Expenditures through 6/30/16	FINAL EXPENDITURES	BALANCE
Medical Examiner Salary and Fringe	89,640			
Indirect costs (10%)	9,800			
Rent/Utilities				
Supplies				
Equipment				
Travel/Training				
TOTAL	99,440			



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

March 17, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Local Grant Agreement No. JR-15-032 between Clackamas County Community Corrections and Sub-Recipient Clackamas Women’s Services for Community-Based Victim Services Programs

Purpose/Outcome	This Agreement will provide funding through Justice Reinvestment for community-based victim services programs.
Dollar Amount and Fiscal Impact	The Agreement value is \$108,713.
Funding Source	State of Oregon Criminal Justice Commission.
Duration	Effective upon full execution and terminates June 30, 2017.
Previous Board Action/Review	Biennial approval.
Contact Person	Captain Jenna Morrison, Director - Community Corrections – 503-655-8725

BACKGROUND: Justice Reinvestment dedicates 10% for victim services programs. Clackamas Women’s Services will use this funding to support core services and targeted capacity expansion for their work at A Safe Place Family Justice Center for Clackamas County. They will provide appropriate crisis intervention and on-going support services through a broad spectrum of community based advocacy services. Funding will be used to sustain an existing 1.0 FTE Family Justice Center Advocate and to respond to victims at A Safe Place Family Justice Center for Clackamas County. This advocate will provide a wide range of trauma-informed services. Their goal is to stabilize services and increase their ability to respond to the rising number of referrals.

This grant was awarded in December with funds received in January. The Agreement specifies that the funds will be available for eligible costs beginning on the Project Start date of July 1, 2015 and ending on June 30, 2017.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves Grant Agreement No. JR-15-032 between Clackamas County and Clackamas Women’s Services.

Respectfully submitted,

Captain Jenna Morrison
Director, Community Corrections

**CLACKAMAS COUNTY, OREGON
LOCAL GRANT AGREEMENT JR-15-032**

Project Name: **Clackamas Women's Services**
Project Number: **58016**

This Agreement is between **Clackamas County, Oregon**, acting by and through its Department of Community Corrections (COUNTY) and **Clackamas Women's Services** (SUBSUBRECIPIENT), an Oregon Non-profit Organization.

Clackamas County Data

Grant Accountant: **Nora Jones**

Program Manager: **Nora Jones**

Clackamas County Community Corrections
1024 Main St
Oregon City, OR 97045
503-655-8780
norajon@clackamas.us

Clackamas County Community Corrections
1024 Main St
Oregon City, OR 97045
503-655-8780
norajon@co.clackamas.or.us

SUBRECIPIENT Data

Finance/Fiscal Representative: **Melissa Erlbaum**

Program Representative: **Melissa Erlbaum**

Clackamas Women's Services
256 Warner Milne Rd
Oregon City OR, 97045
503-557-5810
melissae@cwsor.org

Clackamas Women's Services
256 Warner Milne Rd
Oregon City OR, 97045
503-557-5810
melissae@cwsor.org

FEIN: 93-0900119

RECITALS

1. Intimate partner violence accounts for approximately one in four homicides in Oregon and 45% of all homicides among females. Overall, more than 85,000 Oregon women reported having been physically or sexually assaulted by an intimate or recently intimate partner in the past five years. Teen dating violence impacts 1 in 4 your adults nationally and this statistic has been demonstrated to exist locally in survey data collected by SUBSUBRECIPIENT. The trauma also extends to children who witness domestic violence, a population that Clackamas Women's Services (CWS) and partner agencies have collaboratively worked to provide services to through the Child Witness pilot project and other support services through the agency's work at A Safe Place Family Justice Center for Clackamas County (ASP-FJC).
2. Justice Reinvestment Act Funds (JRA) will be used to support core Clackamas Women's Service (CWS) services at A Safe Place/Family Justice Center (ASPFJC) and targeted capacity expansion through an investment in innovative and trauma-informed community-based victim services organizations. JRA funds will position both the organization to accommodate expansion expected as a result of increased awareness of ASPFJC services and from the creation of a multi-disciplinary pilot project designed to increase services for children who witness domestic violence-a population that has been dramatically underserved.
3. CWS is well-positioned to provide services for a growing number of victims through the organizations' employment of trauma-informed practices including highly trained advocates, counselors and clinicians and voluntary service models that research has demonstrated are more likely to result in

victims engaging in the criminal justice system, achieving short and long term safety and self-sufficiency goals, and reduced re-victimization by more than 70%. CWS utilizes a trauma-informed best practice model and framework that is recognized by the Department of Justice Crime Victim's Division, Oregon Sexual Assault Task Force, Portland State University Trauma Informed Services Program, and the National Alliance to End Homelessness, National Association of Social Workers and the Center for Disease Control and Prevention. The Family Justice Center model is also based on trauma-informed framework in which victims are offered complete services in a single location.

4. Funding will support a CWS Advocate. The CWS Family Justice Center Advocate will respond to victims at A Safe Place Family Justice Center for Clackamas County. The Advocate will have advanced level expertise in serving victims of domestic violence, sexual assault, human trafficking and elder and vulnerable adult abuse. This advocate will provide a wide range of trauma-informed services including advocacy, assistance navigating the civil legal and criminal justice systems, short-to long-term supportive services, linkage to community resources, safety planning, economic stability services and so forth. Travel and training funds are included to provide mobile support services as needed and to ensure access to emerging best practice trainings. Funding for a subcontract with a culturally specific provider of services to the Latino community at A Safe Place Family Justice Center for Clackamas County. Administration allocation is set at a standard 10%.
5. This Local Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBSUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2015** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Project in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Department of Justice's Child Abuse Multidisciplinary Intervention Intergovernmental Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in ORS 418.746-418.796.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **CRIMINAL JUSTICE COMMISSION JUSTICE REINVESTMENT JR-15-032** issued to the COUNTY by the State of Oregon, Criminal Justice Commission. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$108,713**.

5. **Disbursements.** Disbursements will be made in lump sum according to the following schedule:
 - 5.1. \$54,356 immediately upon execution of this agreement.
 - 5.2. \$54,357 upon receipt of second award installment from the State of Oregon, scheduled to be received sometime after October 1, 2016

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by Email.
8. **Funds Available and Authorized.** The COUNTY certifies that it has received half of the grant award currently authorized to finance the costs of this Agreement within the current fiscal year budget, and is scheduled to receive the second and final installment after October 1, 2016. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue advanced to SUBRECIPIENT should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT PROGRAM BUDGET. SUBRECIPIENT may not transfer grant funds between budget lines with the prior written approval of the COUNTY. At no time may budget modification changes the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this agreement and in accordance with the Criminal Justice Commission Grants Management Handbook, located at http://www.oregon.gov/cjc/grants/Documents/2015_CJC_Grants_Management_Handbook.pdf.

- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period. Cost incurred prior to this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** SUBRECIPIENT shall submit an itemized invoice for the balance of the funds upon execution of this agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit a Performance Report by July 10, 2016 and July 10, 2017 as specified in Exhibit C. SUBRECIPIENT must submit a preliminary and final Financial Report by July 10, 2016 and July 10, 2017 respectively as specified in Exhibit D. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Lobbying.** SUBRECIPIENT agrees that no portion of the grant funds will be used to engage in lobbying of the Federal, State, or County Government or in litigation against the United States unless authorized under existing law. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- j) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- k) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY, the Criminal Justice Commission, the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- l) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2017), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- m) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health

Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.

- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement. SUBRECIPIENT shall comply with the terms of the Grant Management Handbook available at http://www.oregon.gov/cjc/grants/Documents/2015_CJC_Grants_Management_Handbook.pdf and incorporated herein by reference.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from County in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement in excess of \$100,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) County's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under ORS 279C.520 and 279C.530, which are incorporated by reference herein.
- c) SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

13. General Agreement Provisions.

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

- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$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.
 - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured. Additional insured shall include the Criminal Justice Commission, its officers, employees and agents as Additional Insureds but only with respect to SUBRECIPIENT's activities under this agreement.
 - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
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- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT
(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

CLACKAMS WOMEN'S SERVICES &
CHILDREN'S CENTER

By: _____
Chair

By: _____
Melissa Erlbaum, Executive Director

By: _____
Recording Secretary

Dated: _____

Dated: _____

Approved to Form

By: _____
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting
- Exhibit D: Final Financial Report

EXHIBIT A

STATEMENT OF PROGRAM OBJECTIVES

Scope

SUBRECIPIENT will use Justice Reinvestment Act Funds to support core services and targeted capacity expansion for our work at A Safe Place Family Justice Center for Clackamas County.

As a key partner in the multidisciplinary response to domestic violence, sexual assault and sexual exploitation, stalking, elder and vulnerable adult abuse, SUBRECIPIENT'S scope is to provide appropriate crisis intervention and on-going support services through a broad spectrum of community based advocacy services.

SUBRECIPIENT will use JRA funds to:

- Sustain existing FTE with a goal of stabilizing services
- Increase assessment FTE to respond to rising numbers of referrals

Activities

1. SUBRECIPIENT will provide trauma-informed care for victims of domestic violence, sexual assault and sexual exploitation, stalking, elder and vulnerable adult abuse through advocacy based support services.
2. SUBRECIPIENT will collect data about its services including demographic information.
3. SUBRECIPIENT will address the needs of marginalized and underserved victims most immediately through participation in the integration of wraparound services model at A Safe Place Family Justice Center for Clackamas County.
4. SUBRECIPIENT monitors the quality of its services through a formal survey that measures the satisfaction level of participants.

EXHIBIT B
PROGRAM BUDGET

Applicant Agency: Clackamas Women's Services (CWS)

Proposed Service: Community-based Victim Services

Annual Budget

BUDGET CATEGORY	BUDGET
Advocate Salary and Fringe	94,000
Indirect costs (10%)	10,871
Rent/Utilities	
Supplies	2,000
Equipment	
Travel/Training	1,842
TOTAL	108,713

Provide detailed information about each line item listed above:

Funding will support 1.0 FTE CWS Advocate. The CWS Family Justice Center Advocate will respond to victims at A Safe Place Family Justice Center for Clackamas County. The Advocate will have advanced level expertise in serving victims of domestic violence, sexual assault, human trafficking and elder and vulnerable adult abuse. This advocate will provide a wide range of trauma-informed services including advocacy, assistance navigating the civil legal and criminal justice systems, short- to long-term supportive services, linkage to community resources, safety planning, economic stability services and so forth. Travel and training funds are included to provide mobile support services as needed and to ensure access to emerging best practice trainings. Indirect cost is set at a standard 10% of total award.

EXHIBIT C

Performance Reporting

The Justice Reinvestment Act Funds will require **annual** reporting with a written progress report due **July 10, 2016**.

SUBRECIPIENT will provide a success story illustrating the positive impact that the funds have had for a member(s) of the community. The success story(s) will identify how grant funding was utilized in the four components and criteria asked for in the Victim RFR section of the Justice Reinvestment Grant Program 2015-2017 Request for Applications:

- How did funded services target marginalized and underserved populations in the community?
- How have funded services addresses access barriers?
- How have funded services increased capacity where services are difficult to access, are limited or non-existent?
- How were funded services utilized to provide trauma-informed interventions?

EXHIBIT D
Final Financial Report

BUDGET CATEGORY	BUDGET	Expenditures through 6/30/16	FINAL EXPENDITURES	BALANCE
Advocate Salary and Fringe	94,000			
Indirect costs (10%)	10,871			
Rent/Utilities				
Supplies	2,000			
Equipment				
Travel/Training	1,842			
TOTAL	108,713			



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

March 17, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Access and Parking Easement Agreement between the
Clackamas County Development Agency, Clackamas County Sherriff's Office and A4RK, LLC

Purpose/Outcomes	This Agreement will permit the Sheriff's Office and A4RK, LLC to share parking spaces currently located on Agency owned property.
Dollar Amount and Fiscal Impact	Maintenance of the parking area will be shared equally by the parties, thereby reducing annual County maintenance costs.
Funding Source	Funds are not required as part of this Agreement.
Duration	The Agreement will run with the land.
Previous Board Action	The Board previously approved a Disposition and Development Agreement with A4RK, LLC to develop property adjacent to the shared parking area.
Strategic Plan Alignment	Grow a vibrant economy
Contact Person	David Queener, Clackamas County Development Agency – 503.742.4322
Contract No.	N/A

BACKGROUND:

The Agency owns property on Sunnybrook Boulevard adjacent to the Clackamas Promenade and the Brooks Building. In February 2015, the Board approved a Disposition and Development Agreement between the Development Agency and A4RK, LLC to develop this property. A4RK has proposed a two phased development that includes a three story medical office building and four story hotel. Construction of the medical building will begin within 60 days.

In order for the phase two hotel to be realized, additional off-site parking must be secured as the minimum parking requirements cannot be provided on site due to the density of the development. The Agency owns property next to the proposed hotel site that has been improved as a parking lot for the Brooks Building, currently occupied by the Clackamas County Sheriff's office (CCSO). The Developer has negotiated an Access and Parking Easement Agreement with the CCSO where a portion of this lot will be considered shared parking, where each party is authorized to use the spaces as needed. By executing this Agreement, the

Developer can meet their parking requirements and proceed with the hotel development. The Sheriff's office will still meet their minimum parking requirements needs as this lot contains a number of surplus spaces that are seldom used. Furthermore, the CCSO will gain access to various meeting facilities provided by the future hotel development.

RECOMMENDATION:

Staff recommends the Board approve and execute the Access and Parking Easement Agreement between the Clackamas County Development Agency, Clackamas County Sheriff's office and A4RK, LLC.

Respectfully submitted,

Dan Johnson, Manager
Development Agency

MAIL TAX STATEMENTS TO:

No Change

AFTER RECORDING RETURN TO:

Clackamas County
c/o Development Agency Manager
150 Beaver Creek Road
Oregon City, OR 97045

GRANTOR'S ADDRESS:

Clackamas County
c/o Clackamas County Sheriff's Office
9101 SE Sunnybrook Blvd
Clackamas, OR 97015

GRANTEE'S ADDRESS:

A4RK, LLC
11042 SE 121st Court
Happy Valley, OR 97086

ACCESS AND PARKING EASEMENT AGREEMENT

This Access and Parking Easement Agreement is made and entered into on _____, 2016 by and between CLACKAMAS COUNTY DEVELOPMENT AGENCY (the "Grantor") on behalf of the Clackamas County Sheriff's Office (the "Sheriff") and A4RK, LLC, an Oregon limited liability company ("*Grantee*").

RECITALS:

- A. Grantor is the owner of the real property described in *Exhibit "A,"* attached hereto and incorporated by reference herein (the "*Servient Estate*");
- B. Grantee is the owner of the real property described in *Exhibit "B,"* attached hereto and incorporated by reference herein (the "*Dominant Estate*");
- C. The Servient Estate is commonly referred to as the Brooks Building, is located at 9101 SE Sunnybrook Blvd, Clackamas, OR 97015 and is currently developed with the Sheriff's main office building and associated parking areas;

- D. The Grantee plans to develop a hotel on the Dominant Estate and requires additional parking to comply with local land use requirements.
- E. The Servient Estate is immediately adjacent to the east of the Dominant Estate;
- F. The Dominant Estate is currently vacant.
- G. Grantor and Grantee desire to create an access easement that will provide the owners and users of the portion of the Dominant Estate developed with a hotel with access across the Servient Estate and to provide for the future use and maintenance of said easement to ensure that there is adequate parking opportunities to support future development of the Dominant Estate; and
- H. The parties intend that the potential use, maintenance costs and benefits of the easement shall be shared equally between Grantee and Grantor.

AGREEMENT:

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Grant of Easement

For and in consideration of Zero Dollars (\$0.00), but other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants a perpetual, nonexclusive easement, the location being more particularly depicted in *Exhibit "C"* (the "Easement"), which is attached hereto and incorporated herein by this reference.

2. Appurtenant

The Easement shall be appurtenant to the Dominant Estate, shall run with the land, and the terms and conditions hereof shall be binding on and inure to the benefit of the parties' heirs, successors and assigns.

3. Scope of Easement

The Easement described herein shall include the right, privilege and authority of the owners of the Dominant Estate, and their agents, independent contractors and invitees, and any successors to enter upon the Easement areas for purposes of motor vehicle parking within the portions of the Easement identified in Exhibit "C" as the parking spaces available for use by the Dominant Estate. Grantee shall be allowed to use no more than 37 parking spaces at any time. In addition to Grantee's use of the Easement for parking purposes, the Easement may be used to permit and enable present and future owners (their heirs and assigns) and users of that portion of the Dominant Estate developed with a hotel, to pass over the Servient Estate for the purpose of ingress and egress to and from the parking areas identified in Exhibit "C".

4. Hotel Development

The easement rights described herein relate solely to the anticipated hotel development on a portion of the Dominant Estate. Owners and users of the remaining portions of the Dominant Estate that are not associated with the anticipated hotel development are restricted from exercising any rights described herein. Grantee agrees not to use the Easement area until a certificate of occupancy has been obtained from the local government for the hotel. If at any time a hotel ceases to operate on the Dominant Estate after the hotel has begun initial operation on the Dominant Estate, this easement shall automatically terminate.

5. Real Property Taxes

Each owner of property described herein shall pay any and all real property taxes assessed to that owner's parcel without apportionment thereof relating to this Easement, except that if a new charge or fee relating to ownership or use of the Easement area is assessed or imposed as a direct result of Grantee's use of the Easement, then, to the extent permitted by law, Grantee shall pay such charge or fee.

6. Maintenance

The Easement shall at all times be maintained and kept clear and unobstructed. The cost of maintaining, repairing and improving the easement area shall be shared equally by Grantor and Grantee. Grantor shall coordinate the maintenance, repair and improvement of the easement area, and shall submit invoices to the Grantee for reimbursement of half the costs associated with such activities. Payment by Grantee to Grantor for reimbursement of maintenance, repair and improvement to the Easement shall be due within 30 days of receipt of any invoice submitted to Grantee by Grantor. In the event the Grantor or Grantee improves the Easement area, the maintenance obligation shall attach to those improvements as well. If either party damages the Easement Area due to negligent or intentional acts, or abnormal use, that party shall be solely responsible for the repair of the Easement Area and the costs associated with repair of the damage.

7. Alterations

Grantee shall make no improvements or alterations on the Easement of any kind without first obtaining Grantor's written consent. All alterations shall be made in a good and workmanlike manner, in compliance with applicable laws and building codes, and according to the necessary permits and inspections.

Grantor may alter the Easement area. So long as at least 37 parking spaces are made available to Grantee on the Servient Estate, Grantee may not object to any alteration of the Easement area and Grantee shall consent to any amendments to this Easement that may be necessary as a result of the alteration.

8. Default and Termination

Violation of any term of this Easement or the violation, revocation or cancellation of any required permit shall, upon thirty (30) days notice, terminate this Easement, unless Grantee cures the violation prior to the expiration of the thirty (30) day notice period described herein. This Easement may be terminated immediately, upon written notice, where Grantee has previously

been provided notice for a similar default. This Easement shall terminate by operation of law if at any time after a hotel has begun initial operation on the Dominant Estate, a hotel ceases to operate on the Dominant Estate. In such event Grantee shall execute such documents as are reasonably necessary to clear this easement from the public records.

9. Time of Essence

Time is of the essence of the performance of each of the obligations under this Agreement.

10. Governing Law and Venue

This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof. The parties hereby submit to jurisdiction in Clackamas County, Oregon and agree that any and all disputes arising out of or related to this Agreement shall be arbitrated exclusively in Clackamas County, Oregon and in no federal court or court of another county or state. Each party to this Agreement further agrees that pursuant to such arbitration, the party and the party's officers, employees, and other agents shall appear, at that party's expense, for arbitration in Clackamas County, Oregon.

11. Attorneys Fees

The parties shall bear their own costs and attorney fees in the event an action is brought to enforce, modify or interpret the provisions of this Agreement.

12. Nonliability of Officials and Employees

No member, official or employee of any of the parties shall be personally liable to the other party or any successor-in-interest thereto, in the event of any default or breach by either party or for any amount that may become due to either party or its successor, or any obligations under the terms of this Agreement.

13. No Partnership

Neither anything in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.

14. Nonwaiver of Government Rights

Subject to the terms and conditions of this Agreement, by making this Agreement, the Agency is specifically not obligating itself, the County, or any other agency with respect to any discretionary action relating to the acquisition of the Property or development, operation and use of the improvements to be constructed on the Property, including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental agency approvals that are or may be required.

15. Liability and Indemnity

Grantee shall indemnify and defend Grantor and its elected officials, officers, employees and agents from, and reimburse Grantor for, any cost (including but not limited to attorney's fees), claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any activity of Grantee on the Easement or any condition of the Easement including any cost (including but not limited to attorney's fees), claim, loss, or liability suffered directly or from a third-party claim for damage to the Easement or any other persons or property arising out of or related to Grantee's failure to comply with the terms of this Easement Agreement. Grantee shall not be required to indemnify Grantor under this section for any cost (including but not limited to attorney's fees), claim, loss, or liability that may be caused or contributed to in whole or in part by Grantor's own negligence. Grantor and its elected officials, officers, employees and agents shall have no liability to Grantee for any injury, loss, or damage caused by third parties, or by any condition of the Easement.

Grantee also waives any claim against Grantor and its elected officials, officers, employees and agents for any and all damage or loss caused in connection with, or as a result of the denial of any permit or termination of this Easement, or due to any suit or proceedings directly or indirectly attacking the validity of this Easement or any part hereof, or as a result of any judgment or award in any suit or proceeding declaring this Easement null, void or voidable, or delaying the same or any part thereof from being carried out.

16. Entire Agreement; Waiver

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the parties hereto, and all amendments thereto must be in writing by the appropriate authorities by the parties hereto.

17. Severability

If any clause, sentence or any other portion of the terms and conditions of this Agreement become illegal, null or void for any reason, or held by any court of competent jurisdiction to be so, the remaining portion will remain in full force and effect.

18. Headings

Any title of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

19. Rule of Construction

Any rule of construction interpreting a document against its drafter shall be inapplicable.

IN WITNESS WHEREOF, this Agreement was executed on the date first above written.

“GRANTEE”

A4RK, an Oregon limited liability company

By: 
K
Kirit Shah, Manager

“GRANTOR”

BOARD OF COUNTY COMMISSIONERS

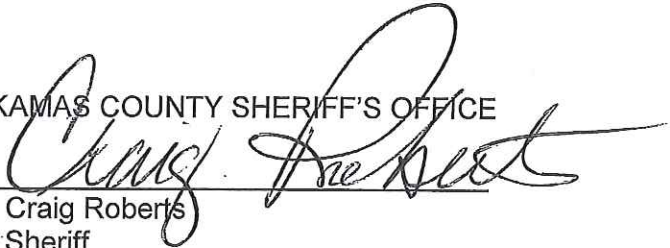
By: _____

By: _____

Recording Secretary

“SHERIFF”

CLACKAMAS COUNTY SHERIFF'S OFFICE

By: 
Craig Roberts
Sheriff

STATE OF OREGON)
) ss.
County of CLACKAMAS)

On this 27th day of JANUARY, 2016, before me the undersigned, a notary public in and for such state, personally appeared Kirit Shah, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the manager of A4RK LLC, and acknowledged to me that said company executed the within documents.



[Handwritten Signature]

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

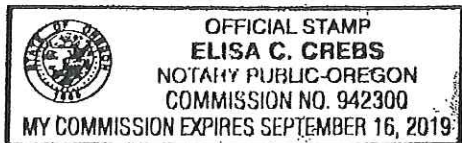
STATE OF OREGON)
) ss.
County of Clackamas)

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

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of Clackamas)

On this 3rd day of February, 2016, before me the undersigned, a notary public in and for such state, personally appeared Craig Roberts personally known to be (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Clackamas County Sheriff.



[Handwritten Signature]
NOTARY PUBLIC FOR OREGON *[Handwritten Initials]*
My Commission Expires: 9/17/2019
9/16/2019

EXHIBIT A

Legal Description

Parcel 2 of Partition Plat No. 2006-020, located in the NW $\frac{1}{4}$ of Section 4, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon.

EXHIBIT B

Legal Description

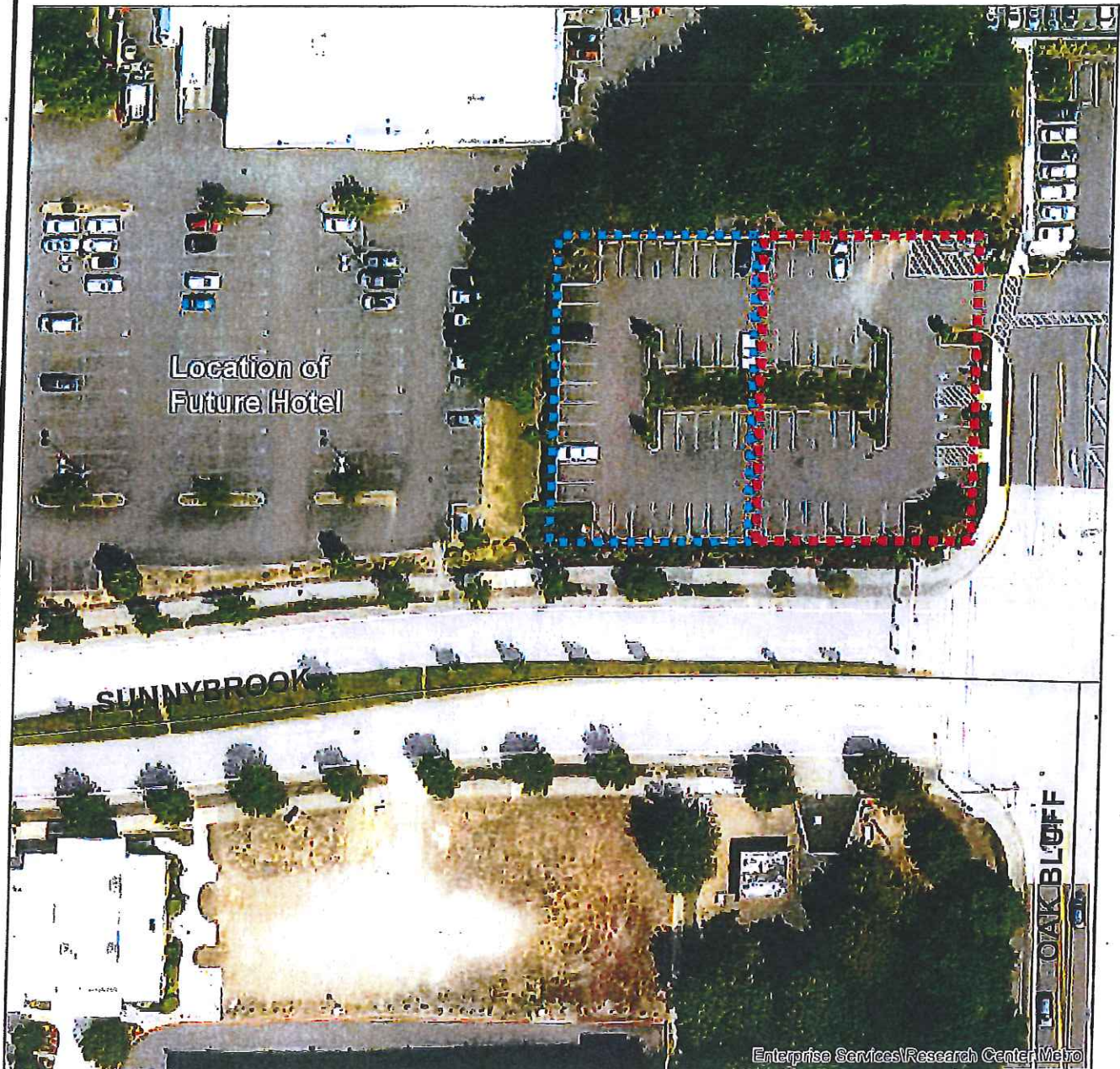
Parcel 3 of Partition Plat No. 2006-020, located in the NW $\frac{1}{4}$ of Section 4, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon.

EXHIBIT B

Legal Description

Parcel 3 of Partition Plat No. 2006-020, located in the NW $\frac{1}{4}$ of Section 4, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon.

EXHIBIT C



Legend



Parking spaces available for use by Dominant Estate (37 Total)



Property available for use by Dominant Estate for Ingress and Egress Purposes

