



CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**

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

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County  
Supplemental Budget (Less Than Ten Percent), New Specific Purpose Revenue and  
Transfer of Appropriations for Fiscal Year 2018-2019

Purpose/Outcome	Budget change for Clackamas County FY 2018-2019
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$863,474
Funding Source	Includes Federal and State Operating Revenues and Charge for Services Revenue
Duration	July 1, 2018-June 30, 2019
Previous Board Action/Review	Budget Adopted June 28, 2018 and amended October 11, December 6, 2018 and April 11, and June 20, 2019
Strategic Plan Alignment	Build public trust through good government
Contact Person	Jennifer Chambers, 503-742-5425

**BACKGROUND:**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments.

The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.338, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments. Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The General Fund – Not Allocated to Organizational Unit is reducing contingency and budgeting for higher than anticipated personnel costs for the County Administration Program budget.

The Social Services Fund is recognizing additional funding from Health and Human Services, Housing and Community Service and the Department of Transportation and budgeting for program costs and adjusting sub-recipient payments to better reflect actual costs.

The Children, Youth and Families Fund is recognizing Behavioral Health revenue support for the Youth Substance Abuse Prevention efforts and budgeting an increase to special payments to better match actual expenditures.

The effect of this Board Order is an increase in appropriations of \$863,474 including new revenues as detailed below:

Federal Operating Grant Revenue	\$ 458,644.
State Operating Grant Revenue	104,830.
Charge for Services	<u>300,000.</u>
Total Recommended	<u>\$ 863,474.</u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Jennifer Chambers  
Budget Manager

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

In the Matter of Providing  
Authorization Regarding Adoption of a  
Supplemental Budget for items Less  
Than 10 Percent of the Total  
Qualifying Expenditures, Appropriate  
Grants For Specific Purposes and  
Transferring and Making to  
Appropriations for Fiscal 2018-19



Resolution Order No. \_\_\_\_\_  
*Page 1 of 2*

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2018 through June 30, 2019 inclusive, has been prepared, published and submitted to the taxpayers as provided by statute

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2018 through June 30, 2019, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents

WHEREAS, transfer of appropriations for the period of July 1, 2018 through June 30, 2019, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund-Not Allocated to Organizational Unit
- . General Fund- County Administration
- . Social Services Fund
- . Children, Youth and Families Fund,

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations, these grants entrusted for specific purpose of appropriations and transfer of appropriations for the period of July 1, 2018 through June 30, 2019.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Pursuant to its authority under OR 294.338, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference.

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

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

In the Matter of Providing  
Authorization Regarding Adoption of a  
Supplemental Budget for items Less  
Than 10 Percent of the Total  
Qualifying Expenditures, Appropriate  
Grants For Specific Purposes and  
Transferring and Making to  
Appropriations for Fiscal 2018-19



Resolution Order No. \_\_\_\_\_  
*Page 2 of 2*

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

**DATED** this 27<sup>th</sup> day of June, 2019

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**SUMMARY OF BUDGET ADJUSTMENTS  
CHANGES OF LESS THAN 10% OF BUDGET  
NEW SPECIFIC PURPOSE REQUESTS  
TRANSFER REQUEST  
Exhibit A  
June 27, 2019**

Recommended items by revenue source:

Federal Operating Grants	\$ 458,644
State Operating Grants	104,830
Charge for Services	300,000
Total Recommended	<u>\$ 863,474</u>

**GENERAL FUND - NOT ALLOCATED TO ORGANIZATIONAL UNIT - COUNTY ADMINISTRATION**

Expenses:	
Board of County Commissioners	\$ 10,000
Not Allocated to Organizational Unit	
Contingency	(10,000)
Total Expenditures	<u>\$ -</u>

General Fund – Not Allocated to Organizational Unit is reducing contingency and budgeting for higher than anticipated personnel costs for the County Administration Program budget.

**SOCIAL SERVICES FUND**

Revenue:	
Federal Operating Grants	\$ 458,644
State Operating Grants	104,830
Total Expenditures	<u>\$ 563,474</u>
Expenses:	
Health and Human Services	\$ 314,490
Not Allocated to Organizational Unit	
Special Payments	248,984
Total Expenditures	<u>\$ 563,474</u>

Social Services Fund is recognizing additional funding from Health and Human Services, Housing and Community Service and the Department of Transportation and budgeting for program costs and adjusting sub-recipient payments to better reflect actual costs.

**CHILDREN, YOUTH AND FAMILIES FUND**

Revenue:	
Charge for Services	\$ 300,000
Total Expenditures	<u>\$ 300,000</u>
Expenses:	
Not Allocated to Organizational Unit	
Special Payments	\$ 300,000
Total Expenditures	<u>\$ 300,000</u>

Children, Youth and Families Fund is recognizing Behavioral Health revenue support for the Youth Substance Abuse Prevention efforts and budgeting an increase to special payments to better match actual expenditures.



CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Lease for 16201 SE McLoughlin Boulevard with  
C. G. F. Family Limited Partnership for the Oak Lodge Library

<b>Purpose/Outcomes</b>	Execute extension of lease for 16201 SE McLoughlin Boulevard
<b>Dollar Amount &amp; Fiscal Impact</b>	Monthly rent \$6,935.00; total of \$83,220.00 for FY 2019/2020
<b>Funding Source</b>	Clackamas County Library Service District Revenue
<b>Duration</b>	Lease term is for July 1, 2019, through June 30, 2020
<b>Previous Board Action/Review</b>	Current lease approved on June 28, 2018, Consent Item C.2
<b>Strategic Plan Alignment</b>	Supports providing well-maintained facilities for County services.
<b>Counsel Review</b>	Approved with signature on June 17, 2019
<b>Contact Person</b>	Jeff Jorgensen, Director, Facilities Management, 503.734.6248

## BACKGROUND

Clackamas County currently leases the building at 16201 SE McLoughlin Boulevard from C. G. F. Family Limited Partnership for the Oak Lodge Library. This lease was effective June 30, 2000, has been extended twelve (12) times, and expires on June 30, 2019.

The Oak Lodge Library is one of thirteen (13) Clackamas County public libraries currently serving the citizens of this county, with the next closest libraries located in Gladstone and Milwaukie. The Oak Lodge Library has operated in this location since 1994.

A community-driven process is underway to evaluate potential locations for a new facility to be constructed and to hire an architectural firm. Until a new facility is constructed, the library will continue to operate out of its current location.

## RECOMMENDATION

Staff recommends the Board approves and authorizes the Chair of the Board to execute the extension of lease.

Respectfully submitted,

Christa Bosserman Wolfe  
Director, Department of Finance

Placed on the June 27, 2019 Agenda by the Department of Finance

**EXTENSION OF LEASE**

**LEASE TERM:**

The Lease for property located at 16201 SE McLoughlin Boulevard, Oak Grove, Oregon, effective June 30, 2000 through June 30, 2005, and extended July 1, 2006; July 1, 2007; July 1, 2009; July 1, 2010; July 1, 2011; July 1, 2012; July 1, 2013; July 1, 2014; July 1, 2015; July 1, 2016; July 1, 2017; and July 1, 2018, as executed between C.G.F. FAMILY LIMITED PARTNERSHIP (Lessor) and CLACKAMAS COUNTY, a political subdivision of the State of Oregon (Lessee), and copies of which are attached, is extended for a period of one (1) year, beginning July 1, 2019, and ending at midnight on June 30, 2020, with the following amendment:

**RENTAL:**

Lessee agrees to pay rent of six thousand nine hundred thirty-five dollars (\$6,935.00) per month.

All other terms and conditions of the original Lease and Extensions remain in full force and effect.

**LESSEE**

CLACKAMAS COUNTY BOARD  
OF COUNTY COMMISSIONERS by:

\_\_\_\_\_  
Jim Bernard, Chair

\_\_\_\_\_  
Mary Raethke, Recording Secretary

\_\_\_\_\_  
Christa Bosserman Wolf, Finance Director

\_\_\_\_\_  
Laura Zentner, Director  
Business & Community Services

Approved as to form:

\_\_\_\_\_  
Office of County Counsel

\_\_\_\_\_  
Date

**LESSOR**

C.G.F. FAMILY LIMITED PARTNERSHIP  
9418 SE Chatfield Court  
Happy Valley, OR 97086

\_\_\_\_\_  
Federal ID#

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Lease for the Homestead Building with Homestead Building, LLC  
for the Sandy Behavioral Health Center

<b>Purpose/Outcomes</b>	Execute lease for the Homestead Building
<b>Dollar Amount &amp; Fiscal Impact</b>	Monthly rent \$4,200.00; total of \$50,400.00 for FY 2019/2020
<b>Funding Source</b>	Health Centers and Public Health Divisions General Funds
<b>Duration</b>	Lease term is for July 1, 2019, through June 30, 2020
<b>Previous Board Action/Review</b>	Current lease approved on June 28, 2018, Consent Item C.4
<b>Strategic Plan Alignment</b>	Supports ensuring safe, healthy, and secure communities. Supports providing well-maintained facilities for County services.
<b>Counsel Review</b>	Approved with signature on June 17, 2019
<b>Contact Person</b>	Jeff Jorgensen, Director, Facilities Management, 503.734.6248

**BACKGROUND**

Clackamas County currently leases the Homestead Building at 38872 Proctor Boulevard, Sandy, from Homestead Building, LLC, to house the Sandy Behavioral Health Center (Center) and the Women, Infants, and Children (WIC) program satellite offices.

The Center provides mental health care coordination, consultation, crisis intervention, evaluation, treatments, skills training, as well as group therapy and peer support services. WIC provides health care, nutrition education, and nutritious food funds for pregnant, postpartum, and breastfeeding women, as well as children ages five and younger. This location also provides an outreach site for the Assistance for Oregon Healthcare program to serve Clackamas County communities along the U. S. Route 26 corridor.

The original lease for this building was approved on December 12, 1991, with Board Order 91-1160; and the current lease expires on June 30, 2019. The Health Centers Division has approval by the Board to move forward with acquisition and renovation of a new facility in Sandy, and is requesting this extension of lease for one year to maintain existing operations. H3S Administration is working with the Public Health Division to either relocate WIC and/or embed WIC staff with Health Centers at the new location, and operations will move to the new facility once the renovation is completed.

**RECOMMENDATION**

Staff recommends the Board approves and authorizes the Chair of the Board to execute this lease.

Respectfully submitted,

Christa Bosserman Wolfe  
Director, Department of Finance

Placed on the June 27, 2019 Agenda by the Department of Finance



## **LEASE**

This Lease is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "Lessee" and HOMESTEAD BUILDING LLC, hereinafter called "Lessor."

### **Recitals**

Whereas, on or about June 28, 2018, Lessee and Lessor entered into a lease of the real property described below (the "2018 Lease"). The 2018 Lease expires on June 30, 2019. The parties desire to enter into a new lease following expiration of the 2018 Lease.

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties have agreed as follows:

### **LEASE TERM:**

In consideration of the agreements herein contained, the Lessor does hereby let and lease the premises hereinafter described to the Lessee to have and to hold the same for a term beginning July 1, 2019 and ending June 30, 2020.

Ninety (90) days before the end of this Lease, Lessee shall notify Lessor, in writing, of its desire to either renew the Lease or vacate the premises. The Lease may be renewed for additional periods upon such terms as are agreed to by the parties in writing.

### **PREMISES:**

The premises subject to this Lease are situated at 38872 Proctor Boulevard, Sandy, Clackamas County, Oregon. The leased premises consist of the building, containing approximately 6,400 square feet, and the parking lot located on Assessor's Map T2S, R4E, Section 13CA, Tax Lot 02900, attached hereto as Exhibit A and incorporated by this reference herein.

### **BASE RENT:**

Lessee agrees to pay as rent for the premises the sum of four thousand two hundred dollars (\$4,200.00) per month for the entire lease term.

Rent not paid when due shall, after ten (10) days written notice, bear simple interest at the rate of one-and-one-half percent (1.5%) per month until paid.

If this Lease is terminated for any reason other than Lessee's default or failure to perform, Lessor shall reimburse to Lessee the pro rata amounts paid on the unexpired term of this Lease.

### **POSSESSION:**

Lessee shall be entitled to full use and possession of the premises for the entire Lease term.

### **USE AND ENJOYMENT:**

Lessor covenants that Lessee shall be entitled to possession of the premises for government offices and related purposes. Lessee covenants not to use the premises for any other purpose without Lessor's prior

written consent, or for any unlawful purpose. Lessee shall not allow the creation of any nuisance upon the premises nor create any nuisance upon the same.

**OPERATING COSTS:**

Lessee shall be responsible for telephone, electricity, and natural gas services to the premises. Lessor shall be responsible for water, sewer, and garbage services to the premises.

**PROPERTY TAXES:**

Lessee is applying for a property tax exemption on the property described above under provisions of ORS 307.112. If the property tax exemption is granted, Lessee and Lessor agree that any tax savings resulting from the exemption shall inure solely to the benefit of Lessee. The rent payable by Lessee has been established to reflect the savings resulting from the exemption granted in ORS 307.112.

**ASBESTOS, CHEMICALS, AND OTHER MATERIALS AND CONDITIONS RELATING TO SAFE WORK ENVIRONMENT:**

1. Lessor assures that the leased premises are safe, healthful, and in compliance with all state and federal Occupational Safety and Health Administration (OSHA) rules and regulations, and all other state structural, building, fire, and specialty code requirements.
2. If conditions pre-exist, or arise, which are determined to be violations of any state or federal OSHA rule or regulation, or any specialty code requirement, Lessor will be allowed a reasonable period in which to modify and correct the violation to achieve compliance. If Lessee deems that there is any imminent danger to employees or to the public, Lessor must correct the violations immediately. Lessor shall make every effort to achieve full compliance within thirty (30) days.

In the event Lessor does not correct any condition as required in items 1 and 2 above, Lessee has the right to terminate this Lease immediately, and shall have no further responsibility to Lessor under this Lease agreement.

**INSPECTION:**

Lessor shall have the right personally and through Lessor's agents and workmen to enter into and upon the premises at reasonable times to inspect the premises and examine the condition thereof upon forty-eight (48) hours written notice, except in the event of an emergency, in which event no notice shall be necessary.

**ALTERATIONS:**

Lessee may perform leasehold improvements and make subsequent non-structural modifications and alterations to the building, provided that Lessee will obtain Lessor's prior written approval of any proposed modifications or alterations of the improvements on the property. Such approvals will be given or denied within ten (10) business days after receipt of a written request for approval and such plans or other information as Lessor may reasonably require. Whether or not Lessor's consent is required under this Lease, Lessee will keep Lessor informed as to modifications and alterations of the premises performed or to be performed by Lessee. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

All alterations undertaken by Lessee shall be at Lessee's sole expense. Any alterations or improvements by Lessee shall become the property of Lessor upon termination of this Lease or be removed at Lessor's request with suitable repairs completed by Lessee.

**ELECTRICAL AND BUILDING OVERLOADS:**

Lessee shall not overload the floors or electrical circuits or alter the plumbing or wiring of the premises or building without the written consent of Lessor, which Lessor shall not unreasonably withhold.

**MAINTENANCE:**

Lessor shall be responsible for necessary maintenance and repair of the building foundation, roof, sidewalks, exterior walls, heating and cooling systems, structural members, and for necessary water, sewage, gas, and electrical repairs so long as not made necessary by Lessee's negligence, misuse or failure to comply with any provisions of this lease.

Any repairs or maintenance performed on or around the leased premises by the Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the premises by the Lessee. Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirements of this provision.

Lessee shall be responsible for routine maintenance of heating and air conditioning equipment, including filter changes.

Lessee shall be responsible for non-structural interior maintenance, including janitorial services. Lessee shall maintain premises in a neat condition, free of trash and debris, in good order and repair.

Lessee shall promptly notify Lessor of any necessary repairs and shall, if necessary to protect the leased premises from imminent damage, prior to such notice, arrange for necessary emergency repairs. Payment for emergency repairs shall be the responsibility of Lessor.

**REPAIR BY LESSOR:**

Lessor shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by Lessee and Lessor fails to commence efforts to remedy the problem in a reasonable time and manner. Repair of damage caused by negligent or intentional acts or breach of this Lease by Lessee, its employees, invitees, or licensees shall be at Lessee's expense.

**LIEN CLAIMS AND LIABILITY:**

Lessee shall not allow any liens to attach to the building or Lessee's interest in the premises as a result of any alterations or modifications done at Lessee's request, repairs or maintenance performed for which Lessor is not responsible, or obligations or judgments of Lessee unrelated to the premises. Any labor or materials provided or construction done by Lessee at Lessor's request shall be deemed to have been provided by Lessor who shall be solely responsible for any liens or judgments arising from such provision or construction.

**PLACE OF PAYMENT AND NOTICE:**

Any notice to which Lessee shall be entitled under this Lease shall be delivered or sent to Clackamas County Facilities Management, 1710 S Red Soils Court #200, Oregon City, OR 97045. Place of payment and notice for Lessor shall be mailed to Homestead Building LLC, PO Box 1172, Boring, OR 97009. Place for notices may be changed by written notice from the party changing address.

**LIABILITY:**

Lessee shall be responsible for insuring or self-insuring its personal property and trade fixtures located on the premises and any alterations or tenant improvements it has made to the premises

**TOTAL OR PARTIAL DESTRUCTION:**

Lessor agrees to insure the building on the premises against fire with extended coverage. So long as this provision does not invalidate or limit the extent of Lessor's coverage under such insurance policies, Lessor does hereby waive the right of subrogation against Lessee and Lessee's agents or employees under such fire insurance policy or policies. If the leased portion of the building on the premises which is the subject of this lease so insured shall be damaged by some cause covered by such insurance to the extent of less than thirty percent (30%) thereof, Lessor shall promptly remove all debris therefrom and repair and rebuild the same, restoring the premises in substantially the same condition in which it was previous to the destruction. If the structure shall be damaged more than thirty percent (30%), Lessor shall not be required to build but may do so at Lessor's option. Percentage of damage shall be determined by the fire insurance underwriter. If Lessor shall elect to rebuild and repair the premises in the last mentioned instance, Lessor shall give written notice of Lessor's intention to do so to Lessee within thirty (30) days of the date of the damage. If Lessor fails to give such notice within thirty (30) days, this Lease shall terminate. If the premises shall be damaged by some cause not covered by insurance and Lessor does not elect to rebuild or repair the premises within sixty (60) days from date of damage, Lessee may terminate this lease at Lessee's option. During any period of time during which the premises shall be unusable, rental shall abate entirely and if the operation of the business on the premises shall be impaired in part, rental shall abate during the terms of repairs or rebuilding proportionate to loss of use of the premises and said impairment of business. If the fire insurance premium rates shall increase in any way by reason of Lessee's activities on the premises, Lessee shall reimburse Lessor promptly for the cost of any premium in excess of the amount Lessor would have been required to pay for insurance had it not been for Lessee's activities or use and shall be added to the rent as charge against Lessee.

**ASSIGNMENT AND SUBLETTING:**

Lessee shall not have the right to assign this Lease without the written consent of Lessor.

No assignment shall relieve Lessee of its obligation to pay rent or perform other obligations required by this lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Lessor shall not unreasonably withhold its consent to any assignment, or to subletting provided that subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the building for comparable space and the proposed lessee is compatible with Lessor's other lessees and Lessor's normal standards for the building. If Lessee proposes a subletting or

assignment to which Lessor is required to consent under this paragraph, Lessor shall have the option of terminating this lease and dealing directly with the proposed sublessee or assignee, or any third party.

**HOLDING OVER:**

If Lessee shall hold over and remain in possession of said premises after expiration of this Lease without any written lease actually being made, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a tenancy which may be terminated at any time by Lessor upon sixty (60) days written notice to Lessee.

**EMINENT DOMAIN:**

If the entire premises or entire access shall be taken under power of eminent domain, this lease shall terminate, and Lessee shall immediately vacate said premises within ninety (90) days after receipt of notice of said termination, or earlier if directed by a court having jurisdiction. Lessee shall not participate in any award of damages or purchase price paid by the acquiring authority to Lessor for the building and premises and Lessee shall not be liable for any subsequent rent. If only a part of the premises or access shall be taken under eminent domain so that Lessee may continue to operate Lessee's business on substantially the scale on which such business was conducted prior to condemnation, rental shall be abated for the remaining portion of the term of this lease or extension thereof, proportionate to the loss of use of the premises by Lessee. In no event shall Lessee participate in any condemnation award or settlement.

**WAIVER:**

Any waiver of any breach of covenants herein contained to be kept and performed by Lessee or Lessor shall not be deemed or considered to be a continuing waiver, and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising any other rights as to any succeeding breach, either of the same condition or covenant or otherwise.

**TERMINATION AND BREACH:**

This Lease may be terminated by either party with ninety (90) days written notice.

If Lessee fails to pay any rental payment by the fifteenth (15<sup>th</sup>) day of the month in which it is due, Lessor may terminate this Lease by providing sixty (60) days written notice, with an opportunity to cure, to Lessee. Within sixty (60) days of receipt of said notice, Lessee shall either cure the default or vacate the premises.

If Lessee defaults in performing its obligations under this Lease, other than payment of rent, Lessor may make any payment or perform any obligation which Lessee has failed to perform after not less than ten (10) days written notice to Lessee of Lessor's intention to pursue this remedy (except in cases of emergency, where no such prior notice shall be required), in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended.

If Lessee breaches any covenants or conditions of this Lease, other than payment of rent, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessor claiming a default by Lessee and Lessor's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessee must

commence correction within such period and thereafter diligently pursue the correction to completion), Lessor may terminate this Lease by sixty (60) days written notice thereof to Lessee, without waiver of any rights Lessor may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the premises.

If Lessor breaches any covenants or conditions of this Lease, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessee claiming a default by Lessor and Lessee's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessor must commence correction within such period and thereafter diligently pursue the correction to completion), Lessee may terminate this Lease by sixty (60) days written notice thereof to Lessor, without waiver of any rights Lessee may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the premises.

The rights and remedies specified in this section shall be non-exclusive. Either party's right to terminate this Lease for default as provided herein shall not be that party's sole remedy, and such party may exercise any other right or remedy provided in this Lease or otherwise available under applicable law.

**SURRENDER:**

On expiration or early termination of this Lease, Lessee shall deliver all keys to Lessor and surrender the premises clean and in the same condition as at the commencement of the term, subject only to reasonable wear and tear from ordinary use. Lessee shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Lessor may dispose of it in any manner without liability.

**CONSTITUTIONAL DEBT LIMITATION:**

This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**WARRANT OF AUTHORITY:**

Lessor warrants and represents that Lessor is the sole owner of the premises subject to this Lease, and that Lessor has full authority to execute this Lease. The undersigned, Diane Evans, warrants and represents that she has full authority to sign on behalf of Lessor.

**LESSEE**

CLACKAMAS COUNTY BOARD OF  
COUNTY COMMISSIONERS by:

\_\_\_\_\_  
Jim Bernard, Chair

\_\_\_\_\_  
Mary Raethke, Recording Secretary

\_\_\_\_\_  
Christa Bosserman Wolfe, Finance Director

\_\_\_\_\_  
Richard Swift  
Director, Health Housing & Human Services

Approved as to form:

\_\_\_\_\_  
Office of County Counsel

\_\_\_\_\_  
Date

**LESSOR**

HOMESTEAD BUILDING LLC  
c/o DIANE EVANS, MANAGER  
PO BOX 1172  
BORING, OR 97009

\_\_\_\_\_  
Federal ID#

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

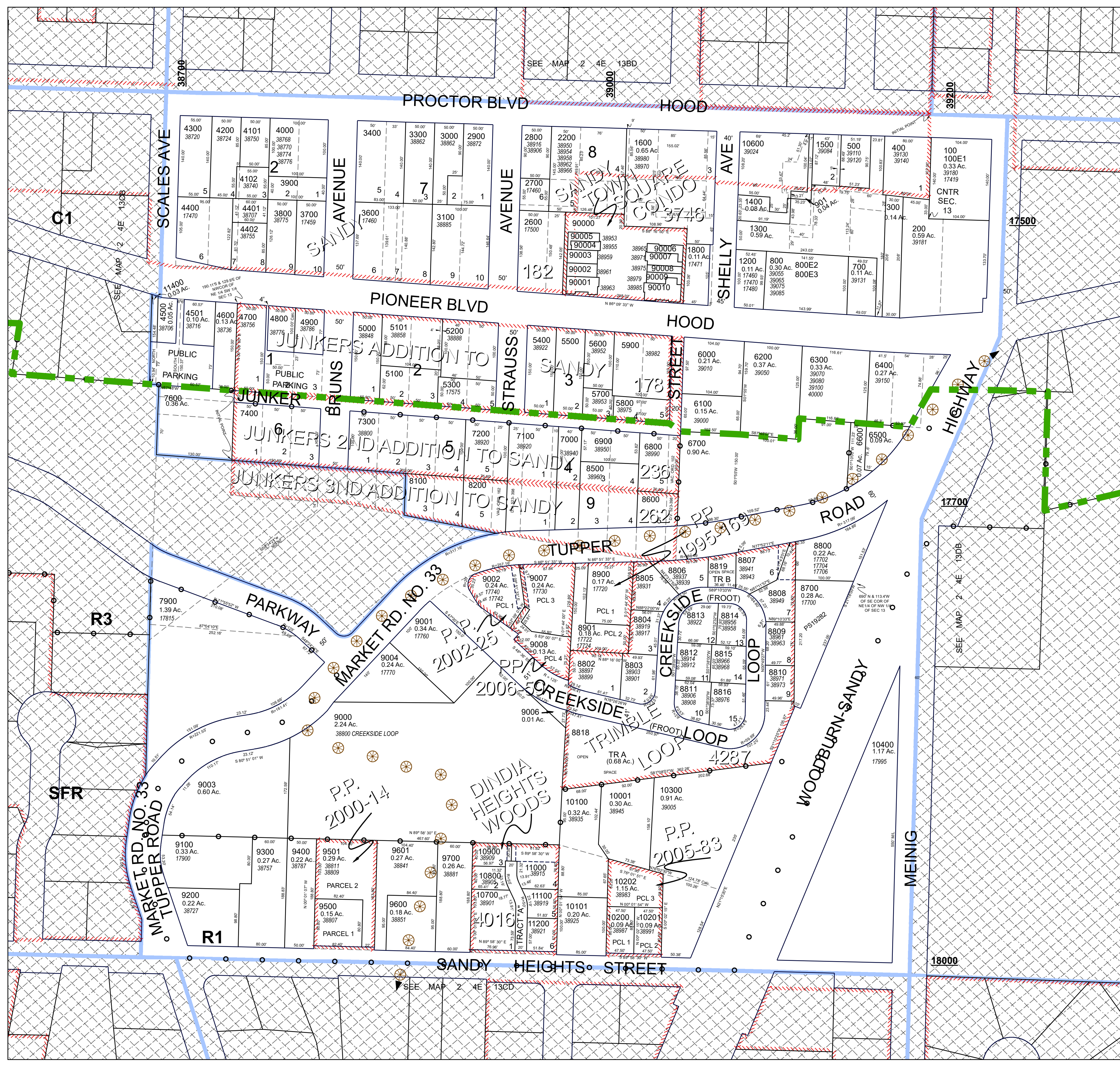
**Exhibit A**

Assessor's Map

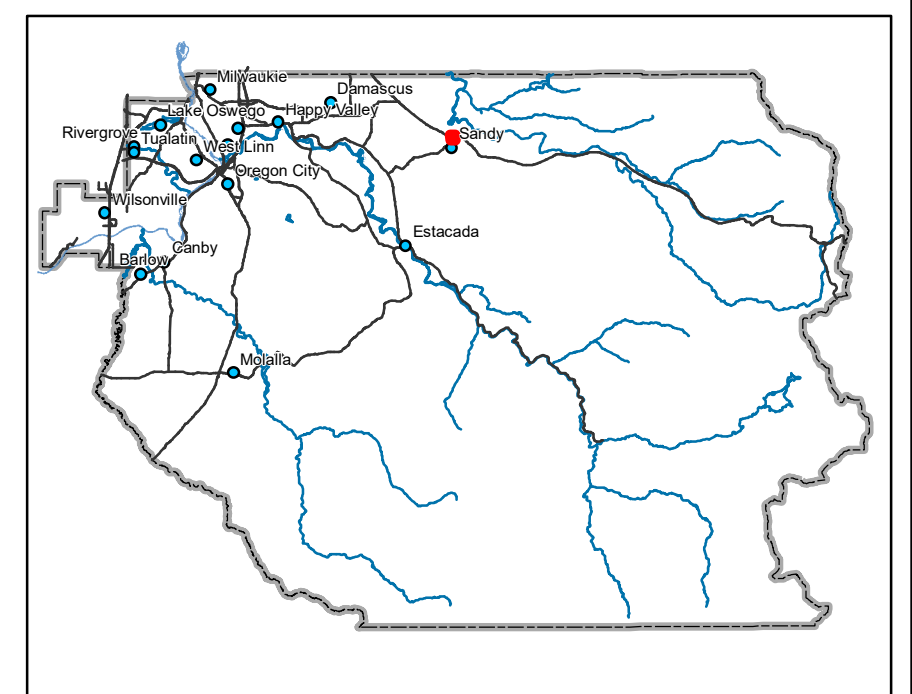


Cancelled Taxlots

- 501 6790
- 600
- 701
- 800E1
- 801
- 900
- 902
- 1000
- 1100
- 1201
- 1300
- 1401
- 1490
- 1501
- 1502
- 1600E1
- 1601
- 1700
- 1701
- 1801
- 1802
- 1900
- 1901
- 2000
- 2100
- 2290
- 2300
- 2400
- 2500
- 2900E2
- 2900E1
- 3100E1
- 3200
- 3500
- 4100
- 4502
- 4503
- 4801
- 4901
- 7500
- 7700
- 7701
- 7800
- 8000
- 8300
- 8400
- 8801
- 8817
- 9005
- 9800
- 9801
- 9900
- 10000
- 10500



- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT PURPOSES ONLY







CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Lease for the Willamette Building with Willamette Building Partnership

<b>Purpose/Outcomes</b>	Execute lease for the Willamette Building
<b>Dollar Amount &amp; Fiscal Impact</b>	Discounted annual rent payment of \$79,130.25 for FY 2019/2020
<b>Funding Source</b>	Children, Family, and Community Connections Division general funds, supplemented by federal and state grants, and allocated by labor hours logged in each program.
<b>Duration</b>	Lease term is for July 1, 2019, through June 30, 2020
<b>Previous Board Action/Review</b>	Current lease approved on June 28, 2018, Consent Item C.3
<b>Strategic Plan Alignment</b>	Supports growing a vibrant economy. Supports providing well-maintained facilities for County services.
<b>Counsel Review</b>	Approved with signature on June 17, 2019
<b>Contact Person</b>	Jeff Jorgensen, Director, Facilities Management, 503.734.6248

**BACKGROUND**

Clackamas County currently leases all three suites of the Willamette Building at 104, 108, and 112 11<sup>th</sup> Street, Oregon City, from Willamette Building Partnership, to house the Weatherization & Energy Education and the Workforce programs offices of the Children, Family, and Community Connections Division (CFCC).

The Weatherization & Energy Education program provides free home energy audits, energy conservation education, and residence weatherization services to income-eligible renters and homeowners of Clackamas County. The Workforce program partners provide local self-sufficiency, employment training and career development, and one-on-one support services for veterans. This facility has served these programs well, providing office, training, and storage space with convenient access to public transportation systems for clients, neighboring partners, and at an affordable rate.

The current lease expires on June 30, 2019. The new lease has corrected the premise address and clarified deposit language. CFCC is actively considering how current spaces are working for all their activities, and would like to keep options open with a short-term lease, in order to maintain the facilities for these programs. The Lessor provides the option of a five percent (5%) discount on rent if paid for the year in full by July 1, 2019.

**RECOMMENDATION**

Staff recommends the Board approves and authorizes the Chair of the Board to execute this lease.

Respectfully submitted,

Christa Bosserman Wolfe  
Director, Department of Finance

Placed on the June 27, 2019 Agenda by the Department of Finance

## LEASE

This Lease is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "Lessee" and WILLAMETTE BUILDING PARTNERSHIP, hereinafter called "Lessor".

### Recitals

Whereas, on or about June 28, 2018, Lessee and Lessor entered into a lease of the real property described below (the "2018 Lease"). The 2018 Lease expires on June 30, 2019. The parties desire to enter into a new lease following expiration of the 2018 Lease.

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties have agreed as follows:

### LEASE TERM:

In consideration of the agreements herein contained, the Lessor does hereby let and lease the premises hereinafter described to the Lessee to have and to hold the same for a term of one (1) year, beginning July 1, 2019 and ending at midnight on June 30, 2020.

Ninety (90) days before the end of this Lease, Lessee shall notify Lessor, in writing, of its desire to either renew the Lease or vacate the premises. The Lease may be renewed for additional periods upon such terms as are agreed to by the parties in writing.

### PREMISES:

The premises subject to this Lease are situated at 104, 108, and 112 11<sup>th</sup> Street, Oregon City, Clackamas County, Oregon. The leased premises consist of the building, containing approximately 9,285.5 square feet, and the 22-space parking lot located on Assessor's Map T2S, R2E, Section 31AB, Tax Lot 02500, attached hereto as Exhibit A and incorporated by this reference herein.

### BASE RENT:

Lessee agrees to pay rent of six thousand nine hundred forty-one dollars and twenty-five cents (\$6,941.25) per month for the entire lease term. Rent is due and payable on or before the first day of the month.

Lessor and Lessee hereby agree that if Lessee opts to pay rent on an annual basis and the rent is paid on or before July 01, Lessee is entitled to discount the annual rent by five percent (5%) for an annual total of seventy-nine thousand one hundred thirty dollars and twenty-five cents (\$79,130.25).

Rent not paid when due shall, after ten (10) days written notice, bear simple interest at the rate of one-and-one-half percent (1.5%) per month until paid.

If this Lease is terminated for any reason other than Lessee's default or failure to perform, Lessor shall reimburse to Lessee the pro rata amounts paid on the unexpired term of this Lease.

**DEPOSIT:**

Lessor acknowledges that Lessee paid refundable deposits in the amounts of \$1,717.00 in February 1990 for the address of 112, and \$425.00 in June 1990 for the address of 108, under prior leases with Lessor's predecessors. Said deposits remain held by Lessor and shall be applied against the rent payable for the last month of occupancy under lease.

**POSSESSION:**

Lessee shall be entitled to full use and possession of the premises for the entire Lease term.

**USE AND ENJOYMENT:**

Lessor covenants that Lessee shall be entitled to possession of the premises for government offices and related purposes. Lessee covenants not to use the premises for any other purpose without Lessor's prior written consent, or for any unlawful purpose. Lessee shall not allow the creation of any nuisance upon the premises nor create any nuisance upon the same.

**OPERATING COSTS:**

Lessee shall be responsible for telephone, electricity, water, sewer, natural gas, landscape maintenance, and trash removal services to the premises.

**PROPERTY TAXES:**

Lessee is applying for a property tax exemption on the property described above under provisions of ORS 307.112. If the property tax exemption is granted, Lessee and Lessor agree that any tax savings resulting from the exemption shall inure solely to the benefit of Lessee. The rent payable by Lessee has been established to reflect the savings resulting from the exemption granted in ORS 307.112.

**ASBESTOS, CHEMICALS, AND OTHER MATERIALS AND CONDITIONS RELATING TO SAFE WORK ENVIRONMENT:**

1. Lessor assures that the leased premises are safe, healthful, and in compliance with all state and federal Occupational Safety and Health Administration (OSHA) rules and regulations, and all other state structural, building, fire, and specialty code requirements.
2. If conditions pre-exist, or arise, which are determined to be violations of any state or federal OSHA rule or regulation or any specialty code requirement, Lessor will be allowed a reasonable period in which to modify and correct the violation to achieve compliance. If Lessee deems that there is any imminent danger to employees or to the public, Lessor must correct the violations immediately. Lessor shall make every effort to achieve full compliance within thirty (30) days.

In the event Lessor does not correct any condition as required in items 1 and 2 above, Lessee has the right to terminate this Lease immediately, and shall have no further responsibility to Lessor under this Lease agreement.

**INSPECTION:**

Lessor shall have the right personally and through Lessor's agents and workmen to enter into and upon the premises at reasonable times to inspect the premises and examine the condition thereof upon forty-

eight (48) hours written notice, except in the event of an emergency, in which event no notice shall be necessary.

**ALTERATIONS:**

Lessee may perform leasehold improvements and make subsequent non-structural modifications and alterations to the building, provided that Lessee will obtain Lessor's prior written approval of any proposed modifications or alterations of the improvements on the property. Such approvals will not be unreasonably withheld and will be given or denied within ten (10) business days after receipt of a written request for approval and such plans or other information as Lessor may reasonably require. Whether or not Lessor's consent is required under this Lease, Lessee will keep Lessor informed as to modifications and alterations of the premises performed or to be performed by Lessee. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

All alterations undertaken by Lessee shall be at Lessee's sole expense. Any alterations or improvements by Lessee that cannot reasonably be removed by Lessee without damaging the premises shall become the property of Lessor upon termination of this Lease.

**ELECTRICAL AND BUILDING OVERLOADS:**

Lessee shall not overload the floors or electrical circuits or alter the plumbing or wiring of the premises or building without the written consent of Lessor, which Lessor shall not unreasonably withhold.

**MAINTENANCE:**

Lessor shall be responsible for necessary maintenance and repair of the building foundation, roof, sidewalks, exterior walls, structural members, and for necessary water, sewage, and electrical repairs so long as not made necessary by Lessee's negligence, misuse, or failure to comply with any provisions of this lease. Lessor shall be responsible for major repairs and/or replacement of heating and air conditioning components.

Any repairs or maintenance performed on or around the leased premises by the Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the premises by the Lessee. Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirements of this provision.

Lessee shall be responsible for routine maintenance of heating and air conditioning equipment, including filter changes.

Lessee shall be responsible for non-structural interior maintenance, including janitorial services and plumbing/toilet problems caused by Lessee's negligence or misuse. Lessee shall maintain premises in a neat condition, free of trash and debris, in good order and repair.

Lessee shall promptly notify Lessor of any necessary repairs and shall, if necessary to protect the leased premises from imminent damage, prior to such notice arrange for necessary emergency repairs. Payment for emergency repairs shall be the responsibility of Lessor.

Lessee shall be responsible for all damages to the leased premises resulting from burglary or attempted burglary and shall repair and maintain all windows and doors.

**REPAIR BY LESSOR:**

Lessor shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by Lessee and Lessor fails to commence efforts to remedy the problem in a reasonable time and manner. Repair of damage caused by negligent or intentional acts or breach of this Lease by Lessee, its employees, invitees, or licensees shall be at Lessee's expense.

**LIEN CLAIMS AND LIABILITY:**

Lessee shall not allow any liens to attach to the building or Lessee's interest in the premises as a result of any alterations or modifications done at Lessee's request, repairs or maintenance performed for which Lessor is not responsible, or obligations or judgments of Lessee unrelated to the premises. Any labor or materials provided or construction done by Lessee at Lessor's request shall be deemed to have been provided by Lessor who shall be solely responsible for any liens or judgments arising from such provision or construction.

**PLACE OF PAYMENT AND NOTICE:**

Any notice to which Lessee shall be entitled under this Lease shall be delivered or sent to Clackamas County Facilities Management, 1710 S Red Soils Court #200, Oregon City, OR 97045. Place of payment and notice for Lessor shall be mailed to Charles Fuhrman, c/o McLaren's Bookkeeping, 6193 81<sup>st</sup> Avenue SE, Salem, OR 97317. Place for notices may be changed by written notice from the party changing address.

**INDEMNIFICATION:**

Lessor shall hold Lessee harmless from and against any claim, loss, expense, or damage to any person or property in or upon the demised premises arising out of an act or omission of Lessor or its employees or agents.

**TOTAL OR PARTIAL DESTRUCTION:**

Lessor agrees to insure the building on the premises against risks as covered by a standard all risk insurance policy, including water damage and sprinkler leakage, with extended coverage. So long as this provision does not invalidate or limit the extent of Lessor's coverage under such insurance policies, Lessor does hereby waive the right of subrogation against Lessee and Lessee's agents or employees under such insurance policy or policies. If the leased portion of the building on the premises which is the subject of this lease so insured shall be damaged by some cause covered by such insurance to the extent of less than thirty percent (30%) thereof, Lessor shall promptly remove all debris therefrom and repair and rebuild the same, restoring the premises in substantially the same condition in which it was previous to the destruction. If the structure shall be damaged more than thirty percent (30%), Lessor shall not be required to build but may do so at Lessor's option. Percentage of damage shall be determined by the fire insurance underwriter. If Lessor shall elect to rebuild and repair the premises in the last mentioned instance, Lessor shall give written notice of Lessor's intention to do so to the Lessee within thirty (30) days of the date of the damage. If Lessor fails to give such notice within thirty (30)

days, this Lease shall terminate. If the premises shall be damaged by some cause not covered by insurance and Lessor does not elect to rebuild or repair the premises within sixty (60) days from date of damage, Lessee may terminate this Lease at Lessee's option. During any period of time during which the premises shall be unusable, rental shall abate entirely and if the operation of the business on the premises shall be impaired in part, rental shall abate during the terms of repairs or rebuilding proportionate to loss of use of the premises and said impairment of business. If the insurance premium rates shall increase in any way by reason of Lessee's activities on the premises, Lessee shall reimburse Lessor promptly for the cost of any premium in excess of the amount Lessor would have been required to pay for insurance had it not been for Lessee's activities or use and shall be added to the rent as charge against Lessee.

**HAZARDOUS SUBSTANCES:**

Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed or, or otherwise released on or under the premises. Lessee may use or otherwise handle on the premises only those Hazardous Substances typically used in the prudent and safe operation of the office. Lessee may store such Hazardous Substances on the premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the premises. On the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances placed on the premises by Lessee. The term *Environmental Law* shall mean any federal, state, or local statute, regulation, or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term *Hazardous Substance* shall mean any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

**ASSIGNMENT AND SUBLETTING:**

Lessee shall not have the right to assign this Lease without the written consent of Lessor.

No assignment shall relieve Lessee of its obligation to pay rent or perform other obligations required by this Lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Lessor shall not unreasonably withhold its consent to any assignment, or to subletting provided that subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the building for comparable space and the proposed lessee is compatible with Lessor's other lessees and Lessor's normal standards for the building. If Lessee proposes a subletting or assignment to which Lessor is required to consent under this paragraph, Lessor shall have the option of terminating this lease and dealing directly with the proposed sublessee or assignee, or any third party.

**HOLDING OVER:**

If Lessee shall hold over and remain in possession of said premises after expiration of this Lease without any written lease actually being made, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a month-to-month tenancy which may be terminated at any time by Lessor upon sixty (60) days written notice to Lessee.

**EMINENT DOMAIN:**

If the entire premises or entire access shall be taken under power of eminent domain, this lease shall terminate, and Lessee shall immediately vacate said premises within ninety (90) days after receipt of notice of said termination, or earlier if directed by a court having jurisdiction. Lessee shall not participate in any award of damages or purchase price paid by the acquiring authority to Lessor for the building and premises and Lessee shall not be liable for any subsequent rent. If only a part of the premises or access shall be taken under eminent domain so that Lessee may continue to operate Lessee's business on substantially the scale on which such business was conducted prior to condemnation, rental shall be abated for the remaining portion of the term of this lease or extension thereof, proportionate to the loss of use of the premises by Lessee. In no event shall Lessee participate in any condemnation award or settlement.

**WAIVER:**

Any waiver of any breach of covenants herein contained to be kept and performed by Lessee or Lessor shall not be deemed or considered to be a continuing waiver, and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising any other rights as to any succeeding breach, either of the same condition or covenant or otherwise.

**TERMINATION AND BREACH:**

If Lessee fails to pay any rental payment by the fifteenth (15<sup>th</sup>) day of the month in which it is due, Lessor may terminate this Lease by providing sixty (60) days written notice, with an opportunity to cure, to Lessee Within sixty (60) days of receipt of said notice, Lessee shall either cure the default or vacate the premises.

If Lessee defaults in performing its obligations under this Lease, other than payment of rent, Lessor may make any payment or perform any obligation which Lessee has failed to perform after not less than ten (10) days written notice to Lessee of Lessor's intention to pursue this remedy (except in cases of emergency, where no such prior notice shall be required), in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended.

If Lessee breaches any covenants or conditions of this Lease, other than payment of rent, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessor claiming a default by Lessee and Lessor's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessee must commence correction within such period and thereafter diligently pursue the correction to completion), Lessor may terminate this Lease by sixty (60) days written notice thereof to Lessee, without waiver of any rights Lessor may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the premises.

If Lessor breaches any covenants or conditions of this Lease, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessee claiming a default by Lessor and Lessee's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessor must commence correction within such period and thereafter diligently pursue the correction to completion), Lessee may terminate this Lease by sixty (60) days written notice thereof to Lessor, without waiver of any rights Lessee may have



to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the premises.

The rights and remedies specified in this section shall be non-exclusive. Either party's right to terminate this Lease for default as provided herein shall not be that party's sole remedy, and such party may exercise any other right or remedy provided in this Lease or otherwise available under applicable law.

**SURRENDER:**

On expiration or early termination of this Lease, Lessee shall deliver all keys to Lessor and surrender the premises clean and in the same condition as at the commencement of the term subject only to reasonable wear and tear from ordinary use. Lessee shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Lessor may dispose of it in any manner without liability.

**CONSTITUTIONAL DEBT LIMITATION:**

This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**WARRANT OF AUTHORITY:**

Lessor warrants and represents that it is the sole owner of the premises subject to this Lease, and that Lessor has full authority to execute this Lease. The undersigned, Charles Fuhrman, warrants and represents that he has full authority to sign on behalf of Lessor.

**LESSEE**

CLACKAMAS COUNTY BOARD  
OF COUNTY COMMISSIONERS by:

\_\_\_\_\_  
Jim Bernard, Chair

\_\_\_\_\_  
Mary Raethke, Recording Secretary

\_\_\_\_\_  
Christa Bosserman Wolf, Finance Director

\_\_\_\_\_  
Richard Swift  
Director, Health Housing & Human Services

Approved as to form:

\_\_\_\_\_  
Office of County Counsel

\_\_\_\_\_  
Date

**LESSOR**

WILLAMETTE BUILDING PARTNERSHIP  
CHARLES FUHRMAN, PROPERTY MANAGER  
c/o MCLAREN'S BOOKKEEPING  
6193 81<sup>st</sup> Ave SE  
Salem, OR 97317

\_\_\_\_\_  
Federal ID#

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Exhibit A**

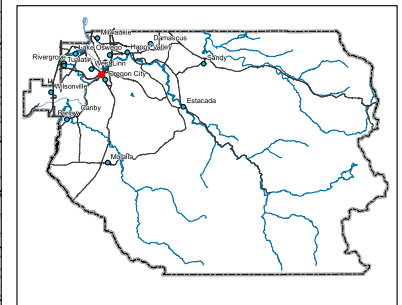
Assessor's Map

**D. L. C.  
OREGON CITY CLAIM (UNRECORDED)**

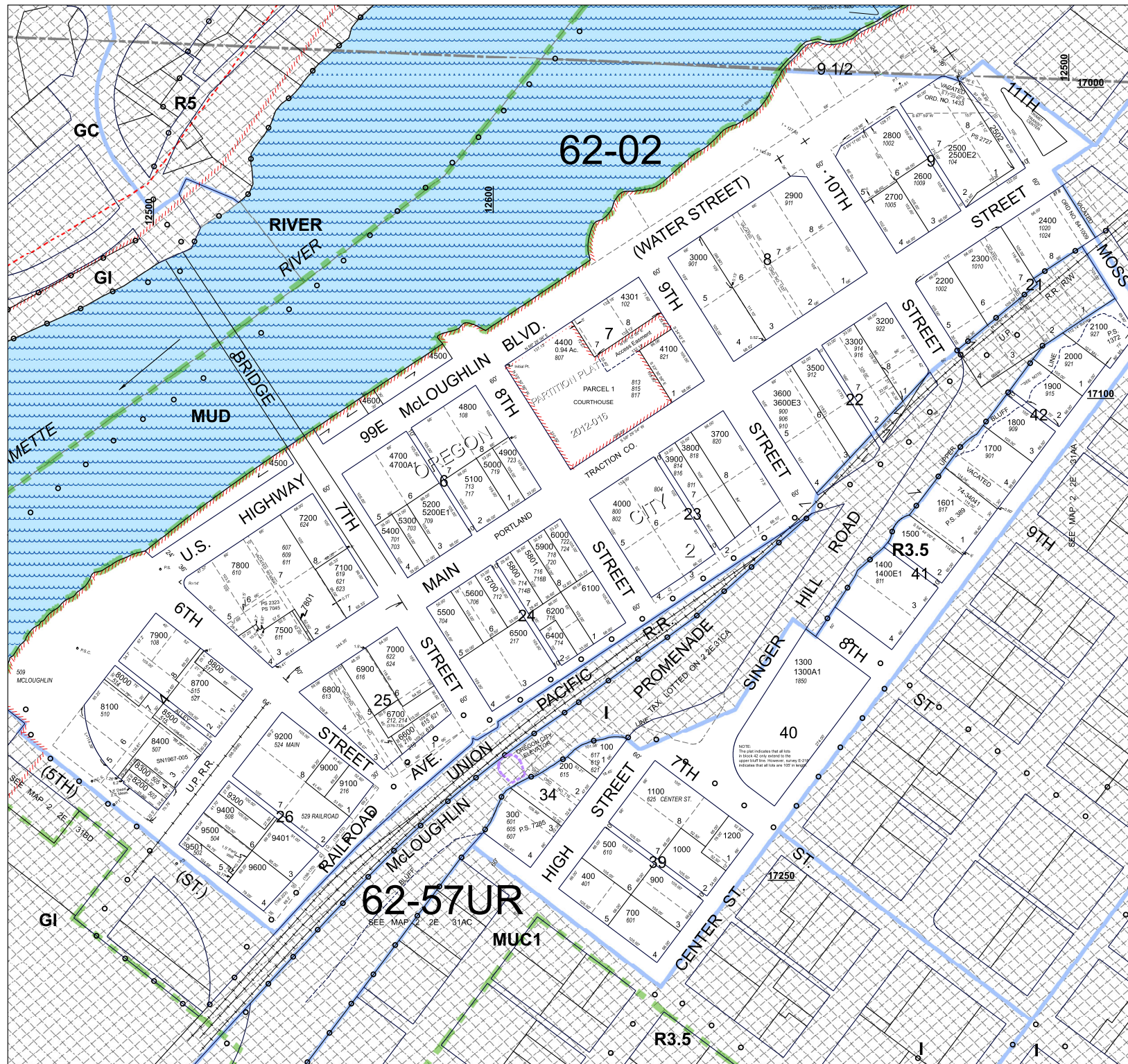
*Cancelled Taxlots*

- 100E1 9200E1
- 100E2
- 100E3
- 201
- 600
- 800
- 1600
- 2200A1
- 2500A1
- 2501
- 2800
- 3100
- 3400
- 3600E1
- 3600E2
- 4100E1
- 4200
- 4200E1
- 4300
- 4800E1
- 4800E2
- 4800E3
- 4800E1
- 4900E2
- 5000E1
- 5200E1
- 5200E2
- 5500E1
- 5500E2
- 5500E3
- 5500E4
- 5500E5
- 5600A1
- 5600E1
- 5600E1
- 5700E1
- 5800E1
- 5801E1
- 5900E1
- 6000E1
- 6300
- 7300
- 7400
- 7500E1
- 7500E2
- 7600
- 7700
- 7800E1
- 8200A1
- 8400A1
- 8400E2
- 8600
- 8900
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- 8400E3
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- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT PURPOSES ONLY







CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a FY 19/20 Work and Financial Plan with United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) for Predator Management

Purpose/Outcome	FY 19/20 Work and Financial Plan for predator control.
Dollar Amount and fiscal Impact	The maximum contract value of \$73,188.15 for the County portion of these activities is included in the Clackamas County fiscal year 2019-2020 budget.
Funding Source	General Fund in conjunction with state, federal and private partners
Duration	July 1, 2019 through June 30, 2020
Previous Board Action/Review	July 19, 2018 the current five year Cooperative Service Agreement with the USDA APHIS WS for Predator Management was approved and signed, 07192018 C.1
Strategic Plan Alignment	Aligns with County strategic priority by helping to ensure safe, healthy and secure communities.
Contact Person	Christa Bosserman Wolfe, 503-742-5407
Contract No.	Agreement 18-7341-5111-RA

**BACKGROUND:** Clackamas County's intergovernmental 5-year agreement with the federal agencies listed above for County Trapper Services was adopted and signed July 19, 2018. The agreement provides predator control where wild animals and birds may carry disease or threaten injury to County public and private resources.

Each year a separate Work Plan and Proposed Budget, representing the next fiscal year portion of this predator control program, is presented to the Board of County Commissioners for approval. The FY 19/20 Work and Financial Plan under consideration was initiated by the federal agency in cooperation with its partners. An opportunity was provided for the Wildlife Services, in cooperation with the County, to adjust service delivery to accommodate County budgetary constraints.

This document has been reviewed and approved by County Counsel.

**RECOMMENDATION:** Staff respectfully recommends the Board approve the attached FY 19/20 Work and Financial Plan for County predator control and wildlife damage management in order to meet the federal deadline. This contract is consistent with the County's anticipated budget for the FY 2019-2020. Thank you.

Sincerely,

Christa Bosserman Wolfe  
Finance Director



United States  
Department of  
Agriculture

Thursday, June 13, 2019

Animal and  
Plant Health  
Inspection  
Service

Clackamas County Board of Commissioners  
Attn: Jennifer Johnson, 2051 Kaen Rd.  
Oregon City, OR 97045

Dear Clackamas County Board of Commissioners,

Wildlife  
Services

Enclosed are three copies of the documents needed for wildlife damage prevention and management services for Clackamas County Board of Commissioners from July 01, 2019 through June 30, 2020.

Oregon State Office

6135 NE 80<sup>th</sup> Ave.  
Suite A-8  
Portland, OR 97218  
(503) 326-2346

If the documents are agreeable to Clackamas County Board of Commissioners please have an authorized representative sign all three copies and send all three copies back to our office. A fully executed copy will be sent to Clackamas County Board of Commissioners when completed.

I welcome the opportunity to address your questions or concerns. Please contact me by email at [Kizma.L.Button@usda.gov](mailto:Kizma.L.Button@usda.gov) or by phone 541-788-9960

Thank you for the opportunity to serve you,

A handwritten signature in blue ink that reads "Kizma L. Button". The signature is written in a cursive style and is positioned above a long, thin, horizontal line that extends across the width of the page.

Kizma L. Button  
Supervisory Budget Analyst

Enclosure

CC: Brian Thomas in Salem, Oregon (503) 399-5814

*Safeguarding American Agriculture*  
APHIS is an agency of USDA's Marketing and Regulatory Programs  
An Equal Opportunity Provider and Employer

**USDA APHIS WILDLIFE SERVICES  
WORK AND FINANCIAL PLAN**

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<b>COOPERATOR:</b>	<b>CLACKAMAS COUNTY BOARD OF COMMISSIONERS</b>
<b>COOPERATIVE AGREEMENT NO.:</b>	<b>19-7341-5111-RA</b>
<b>ACCOUNT NO.:</b>	<b>AP.RA.RX41.73.0550</b>
<b>AGREEMENT DATES:</b>	<b>July 1, 2019 - June 30, 2020</b>
<b>AGREEMENT AMOUNT:</b>	<b>\$73,188.15</b>

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Pursuant to Cooperative Service Agreement No. 18-7341-5111-RA between Clackamas County Board of Commissioners and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources and budget for cooperative wildlife services program.

**OBJECTIVES/GOALS**

APHIS-WS objective is to provide professional wildlife management assistance to reduce or manage damage caused by coyotes and other nuisance wildlife to protect property and human health and safety.

Specific goals are:

1. To provide direct assistance for Clackamas County Board of Commissioners from wildlife conflicts or damage.
2. To provide assistance in the form of educational information.

**PLAN OF ACTION**

The objectives of the wildlife damage management program will be accomplished in the following manner:

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined there is a need to resolve problems caused by wildlife. Lethal management efforts will be directed towards specific offending individuals or local populations. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

Technical Assistance: APHIS-WS personnel may provide verbal or written advice, recommendations, information, demonstrations or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.

Direct Management: Direct management is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.

2. APHIS-WS District Supervisor Brian Thomas in Salem, Oregon (503) 399-5814 will supervise this project. This project will be monitored by David E. Williams, State Director, Portland, Oregon (503) 326-2346.
3. APHIS-WS will bill Clackamas County Board of Commissioners quarterly for actual costs incurred in providing service, not to exceed \$73,188.15.
4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

**PROCUREMENT**

Clackamas County Board of Commissioners understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

**STIPULATIONS AND RESTRICTIONS:**

1. All operations shall have the joint concurrence of APHIS-WS and Clackamas County Board of Commission and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
2. APHIS-WS will cooperate with the Oregon Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, Oregon Department of Transportation, Oregon Fire Marshal’s Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management – Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, administrator before any APHIS-WS work is conducted.

**COST ESTIMATE FOR SERVICES:**

Salary including possible overtime, benefits, vehicle, supplies and material costs charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement.

**AUTHORIZATION:**

Clackamas County Board of Commissioners  
Attn: Accounts Payable  
Attn: Jennifer Johnson, 2051 Kaen Rd.  
Oregon City, OR 97045

\_\_\_\_\_  
Representative, Clackamas County Board of Commissioners

\_\_\_\_\_  
Date

**Agreement is effective the date of Cooperator signature or agreement start date, whichever is later.**

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION  
SERVICE WILDLIFE SERVICES

\_\_\_\_\_  
State Director, Oregon

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Western Region

\_\_\_\_\_  
Date



FINANCIAL PLAN  
 For the disbursement of funds from  
 Clackamas County Board of Commissioners

to  
 USDA APHIS Wildlife Services  
 for

wildlife management assistance to reduce or manage damage caused by coyotes and other nuisance  
 wildlife to protect property and human health and safety

from  
 July 1, 2019  
 to  
 June 29, 2020

Cost Element	Cost to Cooperator	Cost Share (Paid by Federal Appropriations)	102% <sup>1</sup> of FTE(s) for FY 18-19
Personnel Compensation	\$ 44,040.81	\$ 27,123.51	\$ 71,164.32
Vehicles	\$ 7,768.21	\$ 4,784.22	\$ 12,552.43
Hires & Reimbursements	\$ 3,874.33	\$ 2,386.09	\$ 6,260.42
Supplies and Materials	\$ 1,877.13	\$ 1,156.07	\$ 3,033.21
Equipment	\$ -	\$ -	\$ -

Subtotal (Direct Charges)	\$ 57,560.48	\$ 35,449.90	\$ 93,010.38
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Pooled Job Costs	11.00%	\$ 6,331.65	N/A	\$ 6,331.65
Indirect Costs	16.15%	\$ 9,296.02	N/A	\$ 9,296.02

<b>Agreement Total:</b>	<b>\$ 73,188.15</b>	<b>\$ 35,449.90</b>	<b>\$ 108,638.05</b>
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Percentage Cost Share	61.89%	38.11%	100.00%
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The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$73,188.15.

<sup>1</sup>This percent reflects current costs and predictive forecasting which is subject to change based on actual costs, including but not limited, to employee costs (including benefits) and actual supply and equipment costs.



CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

June 24, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

A Resolution Acknowledging Expenditures in Excess of Appropriations and Financial Statement Findings for  
Fiscal Year 2018 and Describing Corrective Action in Accordance with ORS 297.466

Purpose/Outcome	Acknowledgement of expenditures in excess of appropriations and Financial Statement Findings that occurred in Fiscal Year 2018 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
Safety Impact	N/A
Duration	Expenditures are reported annually. Corrective action to be implemented will be permanent.
Previous Board Action/Review	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. Another requirement is to report upon any internal controls over financial reporting that identified any material weakness in the financial statements. There were no findings or material weaknesses to report.

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 describes the corrective actions implemented. Corrective action is commencing now and will continue into the future on a quarterly schedule.

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 2018.

Respectfully submitted,

Christa Bosserman-Wolfe, CPA , Finance Director

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

A Resolution Acknowledging Expenditures  
in Excess of appropriations and Financial  
Statement Findings for Fiscal Year 2018  
and Describing Corrective Action in  
Accordance with *ORS 297.466*



Resolution No. \_\_\_\_\_  
*Page 1 of 1*

WHEREAS, Clackamas County's Comprehensive Annual Financial Report for the fiscal year ending June 30, 2018 reports expenditures in excess of appropriations (exhibit A); and

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

WHEREAS, the County's Comprehensive Annual Financial Report for the fiscal year ending June 30, 2018 reports Financial Statement Findings; and

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

WHEREAS, ORS 297.466(3) requires the Clackamas County 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 Clackamas 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 the Oregon Local Budget Law, all Clackamas 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, County Administration, and evaluated for further corrective measures.

NOW, THEREFORE, BE IT RESOLVED that in order to ensure current and future compliance with the Oregon Local Budget Law, and to create additional internal controls for compliance with the same, Clackamas County will implement the quarterly analysis procedures outlined above, in Summer of 2019.

Dated this 27<sup>th</sup> day of June, 2019.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

The following funds had expenditures in excess of appropriations for the fiscal year ending, June 30, 2018:

**General County:**

**General Fund**

Board of County Commissioners	\$13,510
Materials & Services	\$109,146
Capital Outlay	\$7,438

Expenditures were higher than budgeted.

**Clackamas Health Centers Fund**

Capital Outlay	\$73,233
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Capital Outlay expenditures were higher than budgeted.

**North Clackamas Revitalization Area Fund**

Debt Service	\$15,000
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Debt Service expenditures were higher than budgeted.

**DTD Capital Projects Fund**

Transfers Out	\$77,766
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Transfers Out expenditures were higher than budgeted.

**Central Dispatch**

Special Payments	\$525,204
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Special Payments expenditures were higher than budgeted.

The following are in response to the Financial Statement Findings for the fiscal year ending June 30, 2018:

**There were no Findings to Report for the FY 2018**