

AGENDA

Thursday, August 24, 2017 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2017-89

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Recognition of the 2017 NACo Achievement Award Program (Beth Byrne, Public & Government Affairs)

II. 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.)*

III. PREVIOUSLY APPROVED LAND USE ISSUE *(No public testimony on this item)*

1. Board Order No. _____ Adoption of a Previously Approved Comprehensive Plan Map Amendment and Zone Change, Z0067-17-CP & Z0068-17-ZAP – Rose Villa Inc., Comprehensive Plan Map/Zone Change (Nate Boderman, County Counsel) *Previously approved July 19, 2017*
2. Board Order No. _____ Adoption of a Previously Approved Exception to Statewide Planning Goal 3 and Conditional Use Permit Z0115-17-CP & Z0116-17-C, Duus Solar, Goal Exception/Conditional Use (Nate Boderman, County Counsel) *Previously approved August 2, 2017*

IV. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE

(No public testimony on this item)

(Nathan Boderman, County Counsel)

1. Adoption of Zoning and Development Ordinance (ZDO) 267, Amendments to the Comprehensive Plan and Zoning and Development Ordinance to Allow Transition Shelter Communities (Nate Boderman, County Counsel) *Previously approved August 2, 2017*

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 Intergovernmental Sub-recipient Agreement with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
2. Approval of a Cooperation Agreement with Clackamas Service Center and the Housing and Community Development Division for Activities to Remediate Fire Damage and Support Continuation of Services – *Housing & Community Development*
3. Approval of a Local Recipient Grant Agreement with Northwest Family Services for Children of Incarcerated Parents and Parenting Inside Out Services – *Children, Youth & Families*
4. Approval of an Agency Services Contract with Cascadia Behavioral Healthcare for Crisis Respite Services – *Behavioral Health*
5. Approval of an Intergovernmental Agreement with South Metro Area Regional Transit (SMART), a Department of the City of Wilsonville for Providing Transportation Services to Residents Living in Villebois Community Housing Site – *Behavioral Health*
6. Approval of a Sub-recipient Grant Agreement with the Mental Health Association of Oregon (MHAO) for Alcohol and Drug Peer Support – *Behavioral Health*
7. Approval of an Agency Services Contract with ColumbiaCare Services, Inc. for Residential Treatment Services – *Behavioral Health*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with Clackamas County Service District No.1 Related to Repair of Sanitary Lines on Last Road
2. Approval of Addendum to Intergovernmental Agreement 2011-4793 with the City of Canby for Grading, Building Inspection, Plan Review and Permitting Services
3. Authorizing the Disposition of Clackamas County Surplus Property to the Clackamas County Development Agency

C. Finance Department

1. Approval of a Contract with Konell Construction & Demolition Corp. for the Demolition of the Doman Center Building Project – *Facilities Management*

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sherriff's Office to Enter into an Annual Operating Plan and Financial Plan with the Oregon State Marine Board for the Clackamas County Boating Safety Action Plan - *CCSO*

E. Department of Human Resources

1. Approval of Clackamas County Providence Health Medical Benefit Plan Documents for January 1, 2017 to December 31, 2017

2. Approval of Clackamas County Delta Dental Benefit Plan Documents for January 1, 2017 to December 31, 2017
3. Approval of Renewal No. 4 and Amendment No. 3 to the Contract with Vericclaim, Inc. (formerly Farrell & associates) for Self-Insured Liability Claim Administration - *Procurement*

F. Community Corrections

1. Approval of Intergovernmental Agreement No. 5451 with the State of Oregon, Department of Corrections for the 2017-2019 Grant-in-Aid Funding for Community Corrections Programs and the Community Corrections 2017-2019 Biennium Plan
2. Approval of Intergovernmental Agreement No. 5420 with the State of Oregon, Department of Corrections for the 2017-2019 Measure 57 Supplemental Funds for Clackamas County Community Corrections Programs

G. Public & Government Affairs

1. Board Order No's. _____ and _____ for Transfer Control of Wave Division VII, LLC Franchises in Sandy and Canby/Molalla

VI. SERVICE DISTRICT NO. 5 (Street Lighting)

1. A Board Order No. _____ Certifying the 2017-18, Assessment Roll for Clackamas County Service District No. 5 (Street Lighting)

VII. DEVELOPMENT AGENCY

1. Acceptance of Clackamas County Surplus Property by Bargain and Sale Deed

VIII. WATER ENVIRONMENT SERVICES

(Service District No. 1)

1. Approval of an Intergovernmental Agreement with Clackamas County Department of Transportation & Development Related to Repair of Sanitary Lines on Last Road

IX. COUNTY ADMINISTRATOR UPDATE

X. COMMISSIONERS COMMUNICATION

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

www.clackamas.us/bcc/business.html



August 24, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Presentation Recognizing 2017 NACo Achievement Award Program Staff

Purpose/Outcomes	Recognizing Clackamas County programs and staff who earned National Association of Counties (NACo) 2017 Achievement Awards.
Fiscal Impact	\$100 in application fees (\$100 per submission)
Funding Source	PGA General Fund
Duration	N/A
Previous Action	None
Strategic Plan Alliance	Building Public Trust Through Good Government
Contact Person	Beth Byrne, Communications Specialist – PGA 503-742-4353

BACKGROUND:

Public and Government Affairs is pleased to present to the Board of County Commissioners the award winning employees honored in 2017 by the National Association of Counties (NACo). The winning entries represent the Sheriff’s Office, District Attorney’s Office, staff from the Department of Transportation and Development, County Counsel, Health, Housing and Human Services, Technology Services and Public and Government Affairs.

NACo awards recognize effective and innovative programs that contribute to and enhance county governments throughout the United States.

The following two awards were presented to Clackamas County:

The Neighborhood Livability Project

Category: Criminal Justice and Public Safety

The Neighborhood Livability Project began in March of 2015, and is a collaborative, multi-disciplinary effort focusing on livability issues involving crime, health and code violations, and substance abuse with neglected, abandoned, foreclosed, and other chronic nuisance properties within Clackamas County. The project utilizes the combined resources of the Clackamas County Sheriff’s Office (Patrol, Civil, and Community Corrections Divisions), District Attorney’s Office, Code Enforcement, County Counsel, and Health, Housing, and Human Services to combat the problem using a strategic, problem-oriented approach rather than through traditional enforcement methods.

2017 Digital Counties Survey

The Digital Counties Survey honors counties for programs that encourage government innovation and collaboration. Clackamas County was ranked as number five of the top ten agencies identified for the best technology practices among U.S. counties, including initiatives that streamline delivery of government services, encourage collaboration and shared services, enhance cybersecurity and even reduce carbon emissions. Our Technology Services and Public and Government Affairs Departments collaborate on maintaining the website to ensure we give our residents the highest quality user experience.

RECOMMENDATION:

Public and Government Affairs is pleased to help the Board recognize these departments for their excellence and hard work. Congratulations to all the staff involved.

Respectfully submitted,

Gary Schmidt
Director, Public and Government Affairs



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

August 24, 2017

Board of County Commissioners
 Clackamas County

Members of the Board:

Adoption of Previously Approved Comprehensive Plan
 Map Amendment and Zone Change Z0067-17-CP &
Z0068-17-ZAP – Rose Villa Inc., Comprehensive Plan Map/Zone Change

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
 Assistants

Purpose/Outcomes	Amend the Clackamas County Comprehensive Plan map and zoning designation of five (5) adjoining taxlots owned by Rose Villa, Inc.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Indefinitely
Previous Board Action	None July 19, 2017 Land Use Hearing
Strategic Plan Alignment	Ensure safe, healthy and secure communities.
Contact Person	Nate Boderman, Assistant County Counsel – 503-655-8364
Contract No.	N/A

BACKGROUND:

Z0067-17-CP and Z0068-17-ZAP include a Comprehensive Plan designation amendment from Low Density Residential (LDR) to High Density Residential (HDR) and a corresponding zone change from Low Density Residential (R-10) to High Density Residential (HDR) for the majority of the site and from Medium Density Residential (MR-1) to High Density Residential (HDR) for a small portion of the site.

The subject site includes a total of approximately 1.30 acres located in five (5) adjoining taxlots and is located approximately one block west of SE River Rd and bordered on the east by SE Schroeder Avenue and on the west by SE Laurie Ave.

The subject site is part of a larger tract that is owned by Rose Villa, Inc. Immediately north of the site and east (across SE Schroeder Ave) are properties owned by Rose Villa Inc. that are zoned HDR (High Density Residential) and developed with the multi-family residential and supporting commercial buildings of a continuing care retirement community. Changing the zoning designation on the subject site would enable Rose Villa Inc. to plan and construct a future phase of development to expand the existing continuing care retirement community. The initial proposal for this site would include at least nine (9) attached, independent living senior

units with covered car and bicycle parking and walking paths connected to the rest of the Rose Villa development.

A public hearing was held on June 12, 2017, for Planning Commission consideration of the proposed Plan map and zoning designation changes. The Planning Commission voted 5-0 (with one abstention due to a conflict of interest) to recommended approval of the proposal, as recommended by staff. A public hearing was held on July 19, 2017, for the Board of County Commissioners consideration of the proposed Plan amendments. The BCC voted 5-0 to approve Z0067-17-CP and Z0068-17-ZAP, as recommended by staff and the Planning Commission.

RECOMMENDATION:

Staff respectfully requests that the Board unanimously adopt the proposed Board Order.

Respectfully submitted,



Nate Boderman
Assistant County Counsel

Attachments:
Proposed Board Order with Exhibits

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

In the Matter of a Comprehensive
Plan Amendment and Zone Map
Amendment from Sid Scott/Rose Villa
Inc. on property described as T2S, R1E,
Section 02DB, Tax Lot(s) 03300, 03600,
04100, 04200 & 04300



ORDER NO.
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File Nos.: Z0067-17-CP and Z0068-17-ZAP

WHEREAS, this matter coming regularly before the Board of County Commissioners, and it appearing that Sid Scott/ Rose Villa Inc. made an application for a Comprehensive Plan Amendment from Low Density Residential (LDR) to High Density Residential (HRD) and a corresponding zoning map amendment from R-10 (Low Density Residential) to HDR (High Density Residential) for the property described as T2S, R1E, Section 02DB, Tax Lot(s) 03300, 03600, 04100, & 04300 and for a Comprehensive Plan Amendment from LDR to HDR and a corresponding zoning map amendment from MR-1 (Medium Density Residential) to HDR for the property described as T2S, R1E, Section 02DB, Tax Lot 04200 to enable a future expansion the adjacent Rose Villa continuing care retirement community; and

WHEREAS, it further appearing that after appropriate notice a public hearing was held before the Planning Commission on June 12, 2017, at which testimony and evidence was presented, and that, at this hearing, the Commission, by the vote of 5-0, recommended approval of this request; and

WHEREAS, it further appearing that after appropriate notice a public hearing was held before the Board of County Commissioners on July 19, 2017, at which testimony and evidence were presented, and that, at that hearing, a decision was made by the Board, by the vote of 5-0 to approve the application, with the Comprehensive Plan Amendment and Zone Map Amendment, as identified in Order Exhibit A, and subject to the conditions of approval that are in Order Exhibit B, which are attached to this order and incorporated herein by reference;

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

1. The applicant requests approval of a Comprehensive Plan Amendment from Low Density Residential to High Density Residential and a corresponding zoning map amendment from R-10 (Low Density Residential) and MR-1 (Medium Density Residential) to HDR (High Density Residential) for the area identified in Order Exhibit A.
2. This Board adopts as its findings and conclusions the *Findings of Fact for Z0067-17-CP & Z0068-17-ZAP* document attached hereto and incorporated

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

In the Matter of a Comprehensive
Plan Amendment and Zone Map
Amendment from Sid Scott/Rose Villa
Inc. on property described as T2S, R1E,
Section 02DB, Tax Lot(s) 03300, 03600,
04100, 04200 & 04300



ORDER NO.
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File Nos.: Z0067-17-CP and Z0068-17-ZAP

herein as Order Exhibit B, which finds the application to be in compliance with
the applicable criteria.

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

ADOPTED this 24th day of August, 2017.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

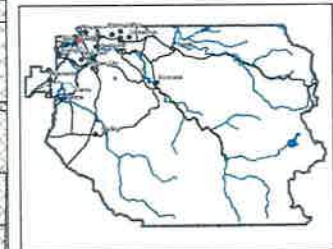
N.W. 1/4 S.E. 1/4 SEC. 2 T. 2S. R. 1E. W.M.
CLACKAMAS COUNTY
1" = 100'

D.L.C.
GEORGE CROW NO. 49

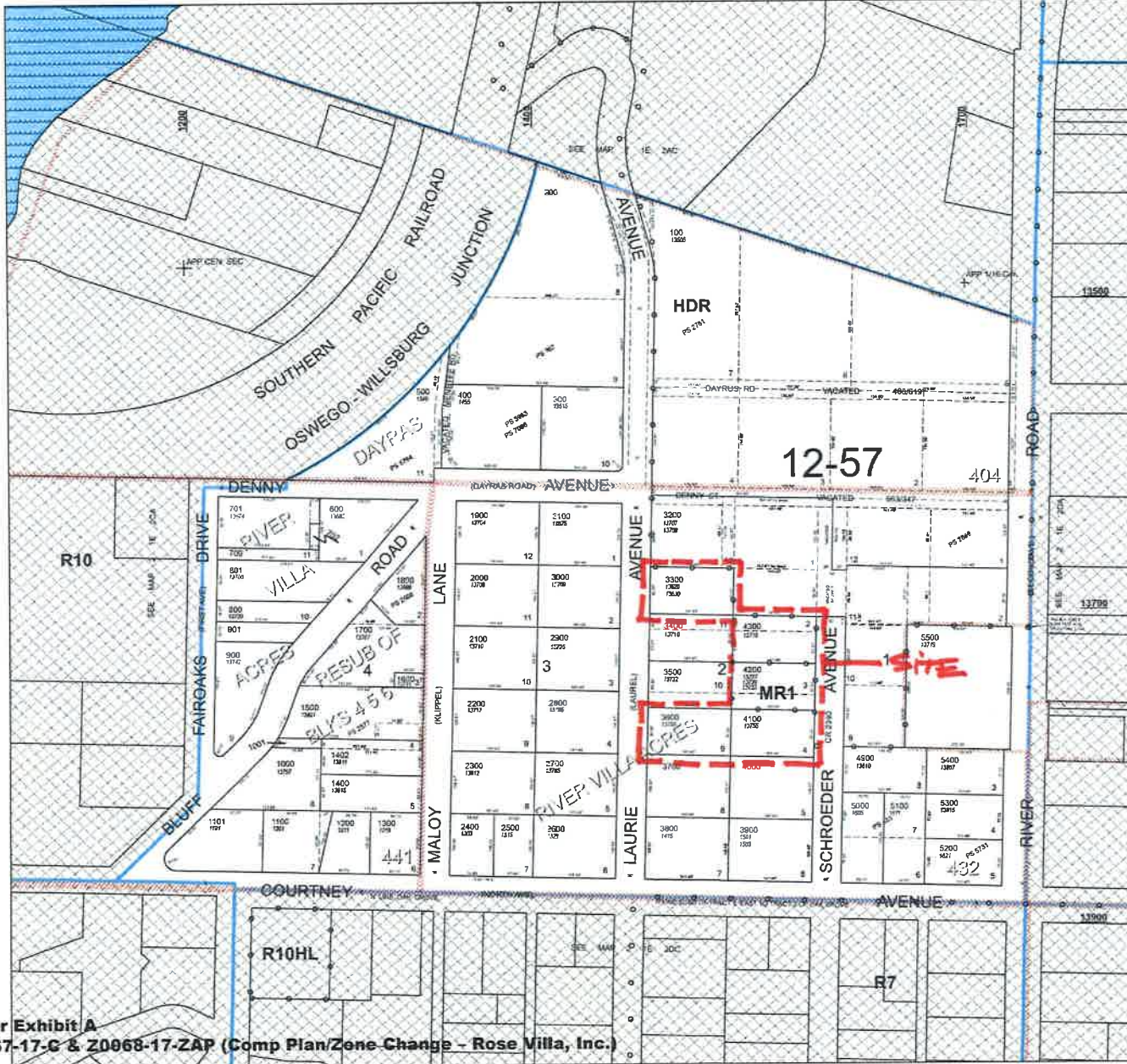
Cancelled Taxlots

- 1780
- 4400
- 4350
- 4700
- 4800
- 5600
- 1461
- 4200

- 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
- - - D.L.C. Line
- - - Meander Line
- - - P.L.S.S. Section Line
- ⊙ Historic Corridor 40'
- ⊙ Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT
PURPOSES ONLY



Order Exhibit A
Z0067-17-C & Z0068-17-ZAP (Comp Plan/Zone Change - Rose Villa, Inc.)



MIKE McCALLISTER
PLANNING AND ZONING DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

**FINDINGS OF FACT FOR Z0067-17-CP & Z0068-17-ZAP:
ROSE VILLA INC. COMPREHENSIVE PLAN AMENDMENT AND ZONE CHANGE**

SECTION 1- GENERAL INFORMATION

File No: Z0067-17-CP, Z0068-17-Z

Adoption Date: August 24, 2017

Applicant: Sid Scott, 2525 E Burnside St., Portland, OR 97214

Owner: Rose Villa Inc., 13505 SE River Rd., Milwaukie, OR, 97227

Proposal: A Comprehensive Plan designation amendment from Low Density Residential (LDR) to High Density Residential (HDR) and a corresponding zone change from Low Density Residential (R-10) for the majority of the site and from Medium Density Residential (MR-1) to High Density Residential (HDR) for part of the site.

The primary uses allowed in the proposed HDR zoning district are identified in Section 315 of the Clackamas County Zoning and Development Ordinance (ZDO) and include multifamily dwellings, nursing homes, bed and breakfast residences and inns, and certain wireless telecommunication facilities. The subject site is part of a larger tract that is owned by Rose Villa, Inc, the majority of which is zoned HDR and developed as a continuing care retirement community.

Property Location: Approximately one block west of SE River Road and north of SE Courtney Ave., with frontage on both SE Laurie Ave. and SE Schroeder Ave.

Legal Description: T2S, R1E, Section 02DB, Tax Lot(s) 03300, 03600, 04100, 04200 & 04300, W.M.

Site Address: 13630 & 13750 SE Laurie Ave. and 13715, 13755 & 13727 SE Schroeder Ave.

Comprehensive Plan Designation: Low Density Residential (LDR)

Zone: Urban Low Density Residential (R-10); Medium Density Residential (MR-1)

Total Area Involved: 1.30 acres

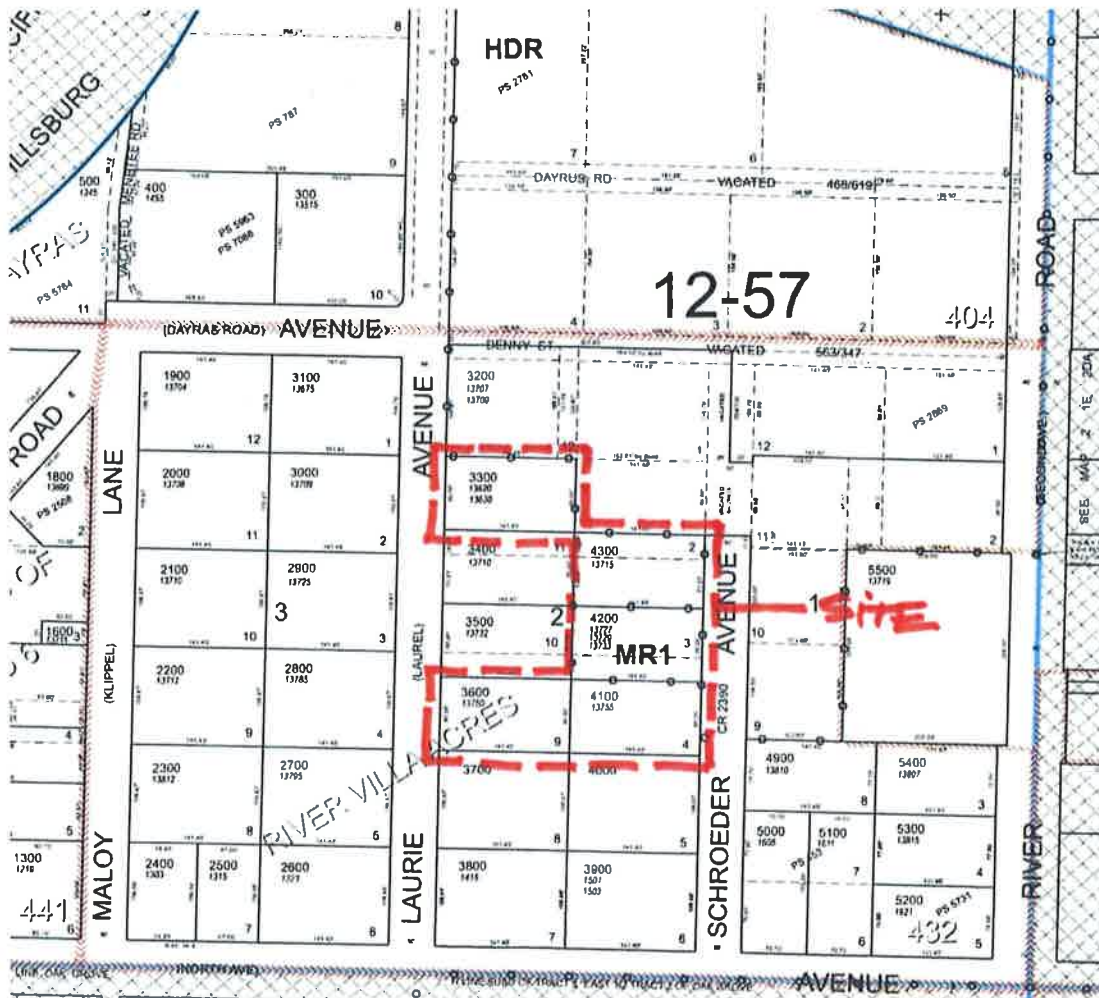
**Order Exhibit B
Z0067-17-C & Z0068-17-ZAP (Comp Plan/Zone Change – Rose Villa, Inc.)**

Background Information:

1. **Site Description:** The subject site includes a total of approximately 1.30 acres located in five (5) adjoining taxlots, each a separate legal lot of record that is rectangular in shape and measures 80 feet by 141.4 feet. Three of the taxlots have a total of 240 linear feet of frontage on SE Schroeder Ave; the other two taxlots have a total of 160 linear feet of frontage on SE Laurie Ave.

The site currently contains six (6) dwelling units: three (3) single family dwellings built from 1948 to 1950 and a tri-plex built in 1978. There are no wetlands, streams, creeks or other significant natural features on the subject property and the sites are relatively flat, sloping less than 10 feet from the southeast to the northwest across the five taxlots.

This property has a Comprehensive Plan ("Plan") designation of Low Density Residential (HDR), with four taxlots having zoning designations of Urban Low Density Residential (R-10) and one taxlot with a zoning designation of Medium Density Residential (MR-1).



2. Surrounding Conditions: The site is bordered on the east by SE Schroeder Avenue (a local street) and on the west by SE Laurie Ave (a local street). As illustrated in the taxmap above, the subject site is surrounded by lots of various sizes, ranging in size from 0.26 acres to 5.56 acres.

The two taxlots along SE Laurie Ave that lie between the subject taxlots and properties immediately west, across SE Laurie Ave, are all zoned R-10 and are developed with single-family dwellings built in the 1940s and 1950s. The lots abutting the subject site to the south are also zoned R-10, but are currently vacant.

Immediately north of the site and east (across SE Schroeder Ave) are properties owned by Rose Villa Inc. and zoned HDR (High Density Residential). These parcels are developed with the multi-family residential and supporting commercial buildings of a continuing care retirement community.



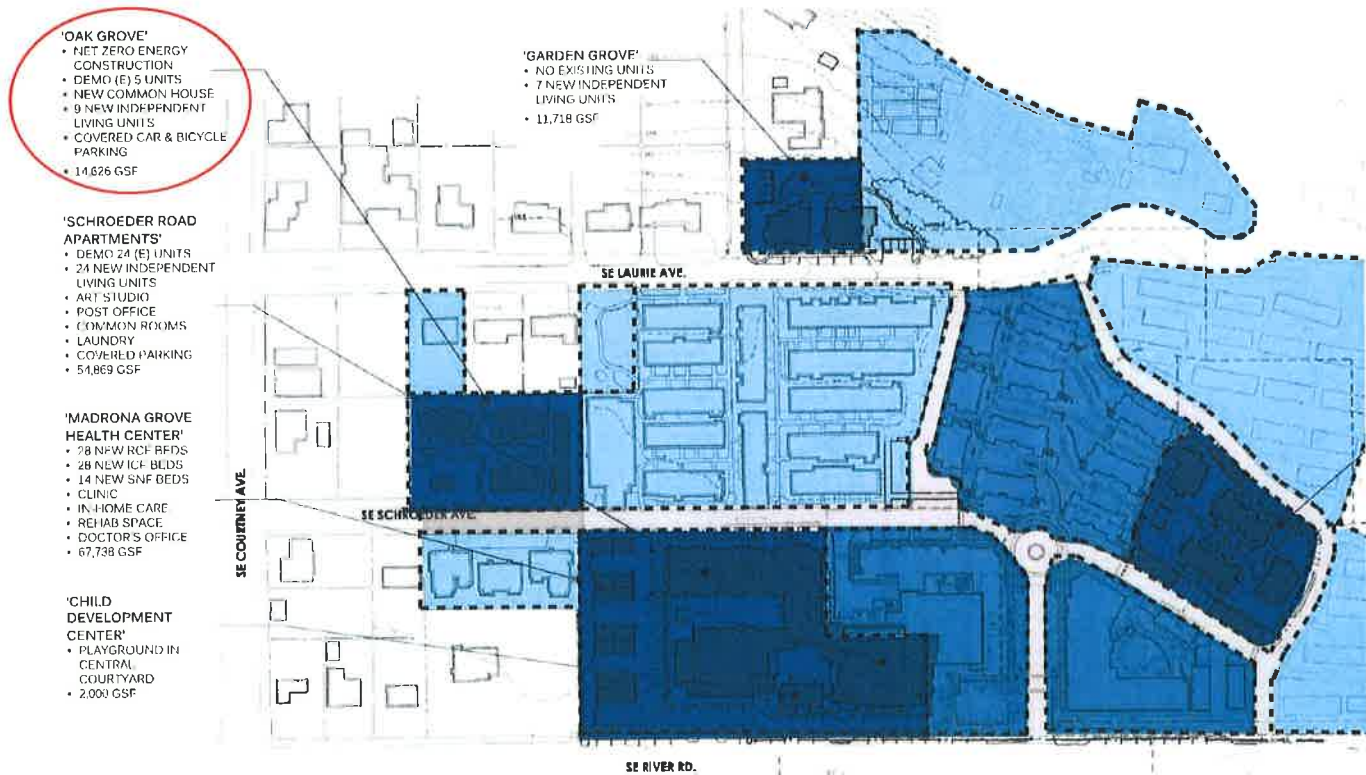
3. Soils: The subject properties have one soil type: Woodburn Silt Loam (91B)*

Soil Type *	Rating *	Slopes *	Location on Site	Native Vegetation *	General Elevations *
91B – Woodburn Silt Loam	High value farmland	3 to 8 percent slopes	Entire site	Native grasses, western hazel, position oak, Douglas fir, and Oregon white oak.	150 to 400 feet

*The Soils Survey of Clackamas County Area, published by the United States Department of Agriculture.

The buildability of these soils is described as follows in the Soils Survey document: *This deep, moderately well drained soil is on broad valley terraces. If this unit is used for homesite development, the main limitations are slow permeability, wetness, and low soil strength. Drainage is needed if roads and buildings area constructed. Wetness is reduced by installing drain tile around footings. Roads and buildings should be designed to offset the limited ability of the soil in this unit to support a load. Septic tank absorption fields do not function properly during rainy periods because of wetness and very slow permeability. This unit is used suited to cultivated crops.*

4. Future Development of Site: Based on the applicant’s submitted materials the subject site is planned for a future phase of development to expand the existing Rose Villa continuing care retirement community. The initial proposal for this site would include nine (9) attached, independent living senior units with covered car and bicycle parking and walking paths connected to the rest of the Rose Villa development.



5. Service Providers:
 - a. Sewer: Oak Lodge Sanitary District
 - b. Water: Oak Lodge Water District
 - c. Surface Water: Oak Lodge 2 Sanitary District
 - d. Fire Protection: Clackamas County Fire District #1

6. Responses Requested:
 - a. City of Milwaukie
 - b. Oak Lodge Sanitary District
 - c. Oak Lodge Water District
 - d. Clackamas County Fire District #1
 - e. Oak Lodge Planning Organization CPO
 - f. DTD, Traffic Engineering
 - g. Dept. of Land Conservation and Development
 - h. Metro
 - i. Property Owners within 300'

SECTION 2 – ANALYSIS AND FINDINGS

This proposal is subject to the relevant Statewide Planning Goals; Oregon Revised Statutes (ORS); Oregon Administrative Rules (OARs); Metro's Urban Growth Management Functional Plan; County Comprehensive Plan (Plan) policies, and the County's Zoning and Development Ordinance (ZDO).

1. Statewide Planning Goals and Guidelines

- a. Goal 1: Citizen Involvement. The zone change and map amendment does not propose to change the structure of the county's citizen involvement program. Section 1307 of the Zoning and Development Ordinance (ZDO) contains adopted and acknowledged procedures for citizen involvement and public notification for legislative actions. This application has been processed consistent with the notification requirements in Subsection 1307.11, including public notice to local media sources and newspapers. Notice of the proposed amendment was provided to the relevant Community Planning Organization, all property owners within 300 feet of the subject properties and a list of interested parties and agencies. Also, notice of the Planning Commission and Board of County Commissioners hearings was published in the newspaper and posted on the county's website. The Department of Land Conservation and Development (DLCD) was notified of this proposal, but no response has been received.

The relevant requirements of Statewide Planning Goal 1 are related provisions of the ZDO have been satisfied.

- b. Goal 2: Land Use Planning. The zone change and map amendment does not propose to change the county's land use planning process. The county will continue to have a comprehensive land use plan and implementing regulations that are consistent with the plan. No exceptions from the Goals are required.

Goal 2 requires coordination with affected governments and agencies. Notice of this application has been provided to potentially affected agencies and governments. Goal 2 also requires that all land use actions be consistent with the acknowledged Comprehensive Plan. The background information and findings provided by the applicant and within this report provide an adequate factual base for rendering an appropriate decision consistent with the county Comprehensive Plan.

The relevant requirements of Statewide Planning Goal 2 have been satisfied.

- c. Goal 3: Agricultural Lands. The proposed amendment does not propose to change the county's Plan policies or implementing regulations for Goal 3 and the subject properties do not contain any Goal 3 lands.

Statewide Planning Goal 3 is not applicable.

- d. Goal 4: Forest Lands. The proposed amendment does not propose to change the county's Plan policies or implementing regulations for Goal 4 and the subject properties do not contain any Goal 4 lands.

Statewide Planning Goal 4 is not applicable.

- e. Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources. The proposed amendment does not propose to change the county's Plan policies or implementing regulations for Goal 5 open spaces, scenic and historic areas, and natural resources.

Statewide Planning Goal 5 is not applicable.

- f. Goal 6: Air, Water and Land Resources Quality. The proposed amendments do not include any changes to the County's Comprehensive Plan policies or implementing regulations or maps affecting Goal 6 resources.

Statewide Planning Goal 6 is not applicable.

- g. Goal 7: Areas Subject to Natural Disasters and Hazards: The proposed amendments do not propose to change the county's Plan or implementing regulations regarding natural disasters and hazards.

Statewide Planning Goal 7 is not applicable.

- h. Goal 8: Recreational Needs: Not applicable because the text amendment does not propose to change the county's Plan or implementing regulations regarding recreational needs.

Statewide Planning Goal 8 is not applicable.

- i. Goal 9: Economy of the State: This Goal is intended to ensure the Comprehensive Plan contributes to a stable and healthy economy in all regions of the state. Goal 9 also requires jurisdictions to provide for an adequate supply of sites of suitable sizes, types,

locations and services for a variety of industrial and commercial uses consistent with Plan policies. This proposal does not contain propose to change the county's Plan or implementing regulations regarding employment lands.

Statewide Planning Goal 9 is not applicable.

- j. Goal 10: Housing: This goal requires local jurisdictions to provide for an adequate number of housing units and to encourage the efficient use of buildable land within urban growth boundaries. OAR 660-007 and 660-008 define the standards for determining compliance with Goal 10.

This proposal does not contain propose to change any of the implementing regulations regarding residential lands, but does propose to change the designation of and subsequently the overall density of the county's housing land. The result of the proposed change would be an increase in density in the urban area and increased housing choice for the county's aging population.

OAR 660-007 (Metropolitan Housing) contains the administrative rules for compliance with Goal 10 within the Portland Metropolitan urban area. Specifically, at OAR 660-0007-0060, this Rule states that:

- (2) *For plan and land use regulation amendments which are subject to OAR 660, Division 18, the local jurisdiction shall either:*
 - (a) *Demonstrate through findings that the mix and density standards in this Division are met by the amendment; or*
 - (b) *Make a commitment through the findings associated with the amendment that the jurisdiction will comply with provisions of this Division for mix or density through subsequent plan amendments.*

The Board finds the information summarized below demonstrates that indeed the *mix and density standards in this Division are met by the amendment.*

1. The most recent complete housing analysis the county has undertaken and adopted was in 2000. At that time it was found to have a sufficient mix and density to meet the Metropolitan Housing Rule and Goal 10. The county is no longer required to go through Periodic Review - the process under state law during which a jurisdiction would be required to update its housing and employment land inventory. However, as evidenced in the attached documents, zone changes involving residential-zoned property in the unincorporated area that have been approved by the county since that time, have resulted in a nominal change in the county's overall housing mix.
 - a. In 2004, WRG Design Inc. completed an assessment for a proposed zone change and development, in which the change in dwelling unit capacity since the completion of the 2000 housing inventory was calculated. Based on that analysis, the urban area contained a surplus of approximately 48 single family dwelling units and 69 multi-family units.
 - b. An analysis completed by staff of the net change in single-family and multi-family housing units due to zone changes that have occurred from 2005 to

2017¹, indicates that there was a net increase of 24 single family units and two (2) multi-family units due to zone changes during that period. The majority of the zone changes that occurred from 2005 to 2017 were from lower to higher density single-family residential districts on relatively small parcels; a few changes from residential to commercial districts balanced out the increases on those properties.

This result is not surprising, given the regulations both in Goal 10 and Metro's Urban Growth Management Functional Plan that are intended to ensure housing stock remains sufficient. If approved, the proposal under Z0067-17 and Z0068-17 would decrease the capacity for single-family dwellings by three (3) units and increase the multi-family capacity by at least six (6) units, resulting in not only a negligible effect on the overall housing capacity in the county's urban area, but also allowing the county to maintaining a small surplus of dwelling unit capacity in the urban area.

2. Based on the most recent buildable land inventory and capacity analysis completed by Metro (in 2014), there remains sufficient housing capacity within the metropolitan regions' urban growth boundary (UGB), including in the unincorporated areas and cities within Clackamas County. Based on Metro's housing analysis, there is an even larger potential surplus of housing capacity over the 20-year planning period of that report than is estimated by the county's previous analyses. The proposed net loss of three (3) single-family units and a net increase of at least six (6) multi-family units would result in an even more insignificant effect on the county's and the region's housing capacity.
3. According to the applicant's statements at the Planning Commission hearing (June 12, 2017), the new homes are priced comparable to the units being removed from the market. The obvious difference, of course, will be that the units at Rose Villa are smaller, attached units targeted to an older buyer. Regardless, the Board finds that the effect on the affordability of homes, due to this proposal will also be negligible.

Therefore, the Board finds that there is sufficient evidence to find that this proposal would allow the County to remain in compliance with the mix and density standards found in the Metropolitan Housing Rule (OAR 660-007).

This relevant requirements of Statewide Planning Goal 10 have been satisfied.

- k. Goal 11: Public Facilities and Services: The proposed amendments do not propose to change the county's Plan or implementing regulations regarding public facilities and services.

Statewide Planning Goal 11 is not applicable.

- l. Goal 12: Transportation: Goal 12 is implemented by Oregon Administrative Rules Chapter 660, Division 12, the Transportation Planning Rule (TPR). Regulations

¹ Note: This assessment does not account for new units in the market that resulted from annexations into cities and changes from rural or future urban zones to urban zones.

described in the TPR are largely directed at the development of a jurisdiction's Transportation System Plan (TSP) as a whole or at a land use regulation and land use changes that affect the transportation system.

OAR 660-012-0060 outlines the TPR requirements that are applicable in consideration of a proposed change in Comprehensive Plan and zoning designations. As discussed in more detail in Subsection 3.c. (Comprehensive Plan Policies, Chapter 5) of this document, the proposed zone change will not have a significant effect on the transportation system. Further, an assessment found that, with the proposed conditions of approval, the safety of the transportation system is adequate to serve the level of development anticipated by the proposed zone change.

The relevant requirements of Statewide Planning Goal 12 have been satisfied.

- m. Goal 13: Energy Conservation: The proposed amendments do not include any changes to the county's Comprehensive Plan policies or implementing regulations regarding energy conservation and compliance with Goal 13.

Statewide Planning Goal 13 is not applicable.

- n. Goal 14: Urbanization: The purpose of Goal 14 is to "provide for an orderly and efficient transition from rural to urban lands."

The proposed amendments do not include any changes to the County's Comprehensive Plan policies or implementing regulations or maps affecting urbanization of land. The subject parcels are already considered urban land.

Statewide Planning Goal 14 is not applicable.

- o. Goal 15: Willamette River Greenway: The amendments do not propose to change the county's Plan or implementing regulations regarding the Willamette River Greenway, nor is any portion of land in this proposal located with the Willamette River Greenway.

Statewide Planning Goal 15 is not applicable.

The Board finds that this application is consistent with all applicable Statewide Planning Goals.

2. **Metro Urban Growth Management Functional Plan:**

- a. Title 1. Housing Capacity. Not applicable because the proposed amendments would not decrease the housing density in the unincorporated county lands, affect design type boundaries, alter permitted densities or prohibit accessory dwelling units. This Title is concerned with the *loss* of housing density in the urban area, whereas the proposed zone change would *increase* housing density in the urban area.

- b. Title 2. Regional Parking Policy: Not applicable because the proposed amendments would not change the county's Plan or implementing regulations regarding parking.
- c. Title 3. Water Quality and Flood Management: Not applicable because the proposed amendments would not change the county's Plan or implementing regulations regarding water quality and flood management.
- d. Title 4. Industrial and Other Employment Areas: Not applicable because the proposed amendment would not change the county's Plan or implementing regulations concerning designation of industrial and other employment areas, minimum lot sizes in these areas, or permitted uses in these areas.
- e. Title 5. Neighbor Cities and Rural Reserves: Not applicable because the proposed amendments would not change the county's Plan or implementing regulations concerning neighbor cities and rural reserves.
- f. Title 6. Central City, Regional Centers, Town Centers and Station Communities: Not applicable because the proposed amendments would not change the boundaries of any of the centers.
- g. Title 7. Housing Choice: Not applicable because the proposed amendments would not change the county's Plan or implementing regulations concerning affordable housing in the county.
- h. Title 8. Compliance Procedures: Not applicable. This Title is administrative and relates to Metro's process for ensuring local governments comply with the Functional Plan.
- i. Title 9. Performance Measures: Not applicable. This Title is administrative and relates to requirements for measuring whether the Functional Plan is achieving the intended outcomes in the region.
- j. Title 10. Functional Plan Definitions: Not applicable. This Title contains definitions only.
- j. Title 11. Planning for New Urban Areas: Not applicable because the proposed amendments would not change the county's Plan or implementing regulations concerning planning for new urban areas.
- k. Title 12. Protection of Residential Neighborhoods: Not applicable because the proposed amendment would not change the county's Plan or implementing regulations concerning the designation of neighborhood centers or access to parks and schools.
- n. Title 13. Nature in Neighborhoods: Not applicable because the proposed amendment would not change the county's Plan or implementing regulations regarding Habitat Conservation Areas, the regulation of which is required by Title 13.

The Board finds that this application is consistent with all applicable regulation in Metro's Urban Growth Management Functional Plan.

3. County Comprehensive Plan Policies

- a. Chapter 11 (The Planning Process): This section of the Comprehensive Plan (Plan) contains a section titled *City, Special District and Agency Coordination*. The Oregon Department of Transportation, the Oregon Department of Land Conservation and Development, several special service districts and all cities within the county are on a standing list to receive notice of all proposed amendments. This level of notification furthers the goals and policies of this section of the Plan.

Chapter 11 of the Plan also contains a section entitled *Amendments and Implementation*. This section contains procedural standards for Plan amendments, requires the Plan and the ZDO to be consistent with Statewide Planning Goals and Guidelines and Metro's Urban Growth Management Functional Plan, and requires the ZDO to be consistent with the Plan. Policy 3.0 establishes the procedural standards. The process followed for Z0067-17-CP and Z0068-17-Z is in compliance with these standards. Specifically, notice was mailed to potentially affected Community Planning Organizations and Hamlets at least 35 days before the scheduled public hearing, and the Department of Land Conservation and Development and ODOT were provided with an opportunity to review and comment on the proposed amendments. Advertised public hearings are scheduled before the Planning Commission and the Board of County Commissioners to consider the proposed amendments.

- b. Chapter 4 (Land Use): This section of the Plan includes the definitions of urban and rural land use categories and outlines policies for determining the appropriated Comprehensive Plan land use designations for all lands within the County.

Chapter 4 of the Plan contains several policies that address the designation of land for urban uses, and specifically for high density residential uses. Policies 4.U.1 through 4.U.7 in the Land Use Section of Chapter 4 of the Comprehensive Plan identify the policies applicable to the High Density Residential (HDR) designation.

Policy 4.U.1 - *The following areas may be designated High Density Residential when at least the first three criteria are met:*

- 1) *4.U.1.1. Areas located either adjacent to or within proximity to major shopping centers, employment concentrations, and/or major transit centers.*

The Rose Villa-owned sites adjoining the subject properties are already zoned HDR and therefore have already been determined to meet the required Comprehensive Plan criteria for such a designation. The subject properties in this application would be developed as an extension of the larger Rose Villa retirement facility, which has varying residential densities and retail, commercial opportunities throughout the entire development.

The Rose Villa development fronts SE River Road, which is classified as a minor arterial on Comprehensive Plan Map 5-4a, and it enjoys direct access to public transportation, via Tri-met, which has a bus stop located at the entry of the Rose Villa development on SE River Rd. This bus stop is less than ¼ mile from the subject properties via internal circulation through the Rose Villa development.

As noted by the applicant, approving the zone change for the subject site also *“strategically places employment opportunities within the neighborhood and allows residents of future higher density development on the subject properties proximity to shopping area and public transportation thereby reducing commuting distance, traffic congestion, pollution and energy needs and increasing the effectiveness of transportation and other public facility investments”*

- 2) *4.U.1.2. Areas with access to a street designated as a major or minor arterial or collector. Siting should not result in significant traffic increase on local streets serving low density residential areas.*

The Rose Villa continuing care facility takes access off SE River Road (a minor arterial). The subject site would have direct access to SE River Road through internal circulation planned as part of the future development of the site but would also have SE Laurie Ave. and SE Schroeder Ave. for secondary access.

As discussed below in Subsection 3.c, Chapter 5, the proposed zone change would have negligible impact to the capacity of the transportation system, including the local streets in the vicinity that also serve adjacent low density residential areas.

- 3) *4.U.1.3. Areas free from known geologic hazards, flooding, or soils subject to slippage.*

As noted previously, the subject sites contain no wetlands, streams, creeks or other significant natural features on the subject property; the sites are relatively flat; and are not comprised of soils that are subject to slippage.

- 4) *4.U.1.4. Areas adjacent to permanently protected open space or bodies of water as long as the above criteria apply.*

The sites are not adjacent to permanently protected open space or bodies of water, but this criterion is not necessary for a High Density Residential designation. Per Policy 4.U.1, only the first three criterion must be met.

This policy is met.

Additionally, the development that could occur under the proposed zoning district would meet several other goals and policies found in Chapter 4 of the Plan:

- With and HDR zoning and Comprehensive Plan Change, development of these taxlots ensures efficient utilization of land within existing urban areas (Policy 4.A.2.4);
- In former phases of development, Rose Villa has produced a proven track record of integrating developments that combine retail, and medium and high density housing at places with frequent transit service and pedestrian facilities (Policy 4.A.3.4); and
- Surrounding neighbors can look at the precedence Rose Villa development has set to see variations in density and design on the site (pursuant to Policy 4.U.3), understructure parking (Policy 4.U.7) in an effort to be complementary and compatible with existing neighborhood development.

The Board finds that the proposed zone change and development that is planned to occur on the subject sites would further those identified Comprehensive Plan goals and policies.

- c. Chapter 5 (Transportation): This section of the Plan identifies transportation needs and priorities to guide the development and maintenance of a multi-modal transportation system in the county.

Integration of Land Use and Transportation Policies: Policies 5.F.1-5.F.7 in Chapter 5 (Transportation) of the Comprehensive Plan identify policies related to the ensuring a strong relationship between land use and transportation planning in the county.

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

After reviewing the application, Staff from the County’s Traffic Engineering (TE) Division concluded the following:

- The project is located in an area where very low traffic volumes exist on the local streets, Laurie Avenue and Schroeder Avenue, where the properties under consideration for future development will take access to County streets. The very low volume characteristic of Laurie Avenue is further documented by speed study and count data submitted with the application materials. An average daily traffic volume of 280 vehicles was observed over a 24-hour period on a weekday. To qualify as a very low volume street, the volume of traffic is required to be less than 400 vehicles a day both now and projected 20 years into the future. Engineering staff is confident that both streets qualify as very low volume local streets.
- Traffic Engineering staff found that this proposal did not require the submittal of a transportation impact analysis to evaluate capacity since the proposal, if approved, would ultimately result in the removal of five residential living units and replace them with nine high density independent living units. Engineering staff judged that this very small increase in living units in the area that utilizes Laurie Avenue,

Schroeder Avenue and Courtney Avenue to access River Road would have negligible impact to the capacity of the transportation system.

- The submitted application materials provide evidence that the capacity of the transportation system is adequate to support the project comprehensive plan amendment and zone change according to the requirements of the Transportation Planning Rule. Based upon the existing and anticipated future year traffic volumes and the anticipated trip generation of the site, the proposed zone change and comprehensive plan amendment will not have a significant effect on capacity issues associated with the transportation system and no capacity issues will result.

At the request of TE Staff, the applicant has submitted a Transportation Safety Analysis (TSA) completed by Kittelson and Associates dated March 20, 2017 (see Order Exhibit B, Attachment 1). The TSA includes an evaluation of the safety of the affected transportation system including an evaluation of intersection sight distance at the intersections of SE Courtney Avenue/SE Schroeder Avenue and SE Denny Road/SE Laurie Avenue. Transportation Engineering Staff has reviewed the TSA and concurs with the analysis and findings that the safety of the transportation system is adequate to serve the level of development anticipated by the proposed zone change. Therefore this application complies with the requirements in the Transportation Planning Rule.

This policy is met.

- d. Chapter 6 (Housing): This section of the Plan includes policies relating to ensure housing choice and opportunities are available to all residents and the quality, lifestyle and values of existing neighborhoods are protected.

Housing Policies: Policies 6.A.1 through 6.A.7 in Chapter 6 (Housing) of the Comprehensive Plan identify policies relating providing housing choice for all owners and renters in the county, including the elderly.

Policy 6.A.1 – *Encourage development that will provide a range of choices in housing type, design, and price and rent level throughout the urban areas of the County.*

This application for a zone change from R-10 and MR-1 to HDR will allow Rose Villa Inc. to realize another phase of development, which is planned to include independent living senior housing on the subject site. This development would enable the Rose Villa continuing care community to provide more choices for housing to seniors in the urban area.

This policy is met.

Policy 6.A.7 - *Encourage a wide range of housing alternatives for the elderly or handicapped.*

Rose Villa is a continuing care retirement community. Approval of this zone change application would allow Rose Villa Inc. to realize another phase of development, which

is planned to include independent living senior housing. This development would enable the Rose Villa to more housing choices for the elderly.

This policy is met.

Again, the applicant notes that the development that could occur under the proposed zoning district would meet several other policies found in Chapter 6 of the Plan:

- *“Re-designating and rezoning the aforementioned taxlots allows Rose Villa the opportunity to continue their site development in an area where public services and facilities are already provided (pursuant to Comp Plan 6.B.6.7); and*
- *The opportunities that come from HDR zoning and Comp Plan changes to these subject properties also aligns with the goals of concentrating density along transportation corridors with high quality transit service and encouraging development where services are already available (6.B.6.7)” (page 2 of applicant’s narrative)*

The Board concurs with the applicant that the proposed zone change and development that is planned to occur on the subject sites would further those identified Comprehensive Plan goals and policies.

The Board finds that the proposed High Density Residential (HDR) Plan designation and corresponding zoning designation is consistent all applicable goals and policies in the Comprehensive Plan.

4. County Zoning & Development Ordinance (ZDO) Criteria

This application is subject to the zone change criteria in Section 1202 of the Clackamas County Zoning and Development Ordinance (ZDO). ZDO Section 1202.03 states that a zone change shall be subject to the following standards and criteria:

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

As discussed in detail in Section 3 (Comprehensive Plan Policies) and the applicant’s narrative, the proposal is consistent with all applicable criteria in the county’s Comprehensive Plan found in Chapters 4, 5, 6, and 11, including policies relating to housing choice, transportation impacts, criteria for designating land as High Density Residential (HDR), and procedural requirements for processing a zone change application.

This criterion is met.

- b. **Section 1202.03(B)**: *“If development under the proposed zoning district designation has a need for any of the following public services, the need can be accommodated with the*

implementation of the applicable service provider's existing capital improvement plan: sanitary sewer, surface water management, and water. The cumulative impact of the proposed zone change and development of other properties under existing zoning designations shall be considered."

The subject property is located in the Oak Lodge Sanitary and Oak Lodge Water Districts which provides sewer, water, and surface water facilities and services in the area. The applicant has submitted a Preliminary Statement of Feasibility signed by the Oak Lodge Sanitary and Water Districts indicating that adequate sewer, water, and surface water facilities are available or can be made available through improvements completed by the district or developer.

This criterion is met.

- c. **Section 1202.03(C):** *"The transportation system is adequate and will remain adequate with approval of the proposed zone change. For the purpose of this criterion:"*
1. *Adequate means a maximum volume-to-capacity ratio (v/c), or a minimum level of service (LOS), as established by Comprehensive Plan Tables 5-2a, Motor Vehicle Capacity Evaluation Standards for the Urban Area, and 5-2b, Motor Vehicle Capacity Evaluation Standards for the Rural Area.*
 2. *The evaluation of transportation system adequacy shall be conducted pursuant to the Transportation Planning Rule (Oregon Administrative Rules 660-012-0060).*
 3. *It shall be assumed that the subject property is developed with the primary use, allowed in the proposed zoning district, with the highest motor vehicle trip generation rate.*
 4. *The methods of calculating v/c and LOS are established by the Clackamas County Roadway Standards.*
 5. *The adequacy standards shall apply to all roadways and intersections within the impact area of the proposed zone change. The impact area shall be identified pursuant to the Clackamas County Roadway Standards.*
 6. *A determination regarding whether submittal of a transportation impact study is required shall be made based on the Clackamas County Roadway Standards, which also establish the minimum standards to which a transportation impact study shall adhere.*
 7. *Notwithstanding Subsections 1202.03(C)(4) through (6), motor vehicle capacity calculation methodology, impact area identification, and transportation impact study requirements are established by the ODOT Transportation Analysis Procedures Manual for roadways and intersections under the jurisdiction of the State of Oregon.*

After reviewing the application, Staff from the County's Traffic Engineering (TE) Division determined that the proposed zone change from R10 and MR1 to HDR on the subject sites is not expected to generate a significant volume of traffic beyond what the current zoning allows, and the zone change would have negligible impact to the capacity

of the transportation system (see discussion above in Subsection 3.c., Comprehensive Plan Policies. Chapter 5).

Comments from the TE Staff are sufficient to find that the transportation system is adequate and will remain adequate with the proposed zone change.

This criterion is met.

- d. **Section 1202.03(D):** *“Safety of the transportation system is adequate to serve the level of development anticipated by the zone change.”*

At the request of TE Staff, the applicant has submitted a Transportation Safety Analysis (TSA) completed by Kittelson and Associates dated March 20, 2017 (see Order Exhibit B, Attachment 1). The TSA includes an evaluation of the safety of the affected transportation system including an evaluation of intersection sight distance at the intersections of SE Courtney Avenue/SE Schroeder Avenue and SE Denny Road/SE Laurie Avenue.

TE staff concurs with the safety analysis evaluation methodology, findings and conclusions and the Board finds that the safety analysis adequately demonstrates that adequate intersection sight distances are feasible to provide at the two intersections.

This criterion is met.

SECTION 3 –CONCLUSION

The Board finds that this application satisfies all the applicable state, regional and county criteria for a Comprehensive Plan designation change to High Density Residential (HDR) and corresponding zone change to High Density Residential (HDR).

The Board approves the Plan designation change from Low Density Residential (LDR) to High Density Residential (HDR) and corresponding zone change from Urban Low Density Residential (R-10) and Medium Density Residential (MR-1) to High Density Residential (HDR).

Conditions of Approval:

Approval of this application is subject to the following conditions of approval:

1. The Planning Director shall change the official zoning map and Comprehensive Plan map to reflect the approved amendments.
2. The applicant shall provide and maintain adequate intersection sight distances and adequate stopping sight distances at the intersection of Courtney Avenue and Schroeder Avenue and at the intersection of Laurie Avenue and Denny Road in accordance with the requirements of Roadway Standards, section 240.
3. The approval of the application granted by this decision concerns only the applicable criteria for this decision. The decision does not include any conclusions by the county concerning

Order Exhibit B

whether the activities allowed will or will not come in conflict with the provisions of the federal Endangered Species Act (ESA). This decision should not be construed to or represented to authorize any activity that will conflict with or violate the ESA. It is the applicant, in coordination if necessary with the federal agencies responsibility for the administration and enforcement of the ESA, who must ensure that the approved activities are designed, constructed, operated and maintained in a manner that complies with the ESA.



610 SW ALDER STREET, SUITE 700
PORTLAND, OR 97205
P 503.228.5230 F 503.273.8169

March 20, 2017

Project #: 21297

Christian Snuffin, PE, PTOE
Clackamas County
150 Beaver Creek Road
Oregon City, OR 97045

RE: Rose Villa Transportation Safety Analysis

Dear Christian,

In accordance with your request, we have performed a sight distance evaluation at the SE Denny Road/SE Laurie Avenue and SE Courtney Road/SE Schroeder Avenue intersections to support on-going redevelopment of the Rose Villa senior living community. The following letter documents our findings.

Clackamas County Sight Distance Parameters

In accordance with Clackamas County Roadway Standards Section 240.4, sight distance measurements are based on an eye height of 3.5 feet, an object height of 3.5 feet, and an observation point located 14.5 feet from the edge of the cross street travel lane. The posted speed along SE Courtney Road is 25 mph, so the design speed for sight distance measurement purposes was 30 mph (existing posted speed plus 5 mph per Section 250.1.2). There is no posted speed along SE Laurie Avenue, so the assumed design speed was also 30 mph. As noted in Section 240.2, the minimum Intersection sight distance requirement for a 30 mph design speed is 335 feet (left-turn from stop) and 290 feet (right-turn from stop).

SE Courtney Road/SE Schroeder Avenue Intersection

Intersection sight distance was measured at the southbound SE Schroeder Avenue approach to SE Courtney Road. Looking west from this location, there is in excess of 400 feet of intersection sight distance (see Exhibit 1). Looking east from this location, the sight distance at the time of field measurement was limited to approximately 135 feet due to private vehicles parking head-in along the north side of SE Courtney Road (see Exhibit 2). However, approximately 300 feet of intersection sight distance was measured from an offset distance of 10 feet and 450 feet of intersection sight distance was measured from an offset distance of 5 feet (confirming that drivers on Schroeder Avenue can improve the available sight distance by pulling closer to the edge of SE Courtney Road after making their initial stop). Given the variability of head-in parking conditions, it is reasonable to assume that drivers will move forward to a better viewing position when in the presence of head-in parking. When head-in parking is not present, the intersection sight distance was estimated to be in excess of 400 feet.

Exhibit 1 - Looking West along SE Courtney Road from SE Schroeder Avenue



Exhibit 2 - Looking East Along SE Courtney Road from SE Schroeder Avenue



Order Exhibit B, Attachment 1

Z0067-17-C & Z0068-17-ZAP (Comp Plan/Zone Change – Rose Villa, Inc.)

Kittelson & Associates, Inc.

Portland, Oregon

SE Denny Road/SE Laurie Avenue Intersection

Intersection sight distance was measured at the eastbound SE Denny Street Approach to SE Laurie Avenue. Looking south from this location, intersection sight distance is limited to approximately 125 feet due to existing shrubbery located in the southwest quadrant of the intersection (see Exhibit 3). However, approximately 295 feet of intersection sight distance was measured from an offset distance of 10 feet and 350 feet of intersection sight distance was measured from an offset distance of 5 feet. To achieve better intersection sight distance, it is recommended that Rose Villa work with the adjacent property owner on the southeast quadrant to remove or trim back the adjacent landscaping. When removed to trimmed back, the intersection sight distance is estimated to be in excess of 400 feet.

Exhibit 3 - Looking South Along SE Laurie Avenue from SE Denny Road



Looking north along SE Laurie Avenue, existing landscaping along the SE Laurie Avenue site frontage currently limits the intersection sight distance to approximately 85 feet (see Exhibit 4). Based on conversations with the project design team, this landscaping will be removed as part of the site redevelopment. With the assumed removal of the landscaping, it is estimated that there is approximately 200 feet of available intersection sight distance when accounting for the existing vertical curvature along SE Laurie Avenue north of the SE Denny Road intersection.

Order Exhibit B, Attachment 1

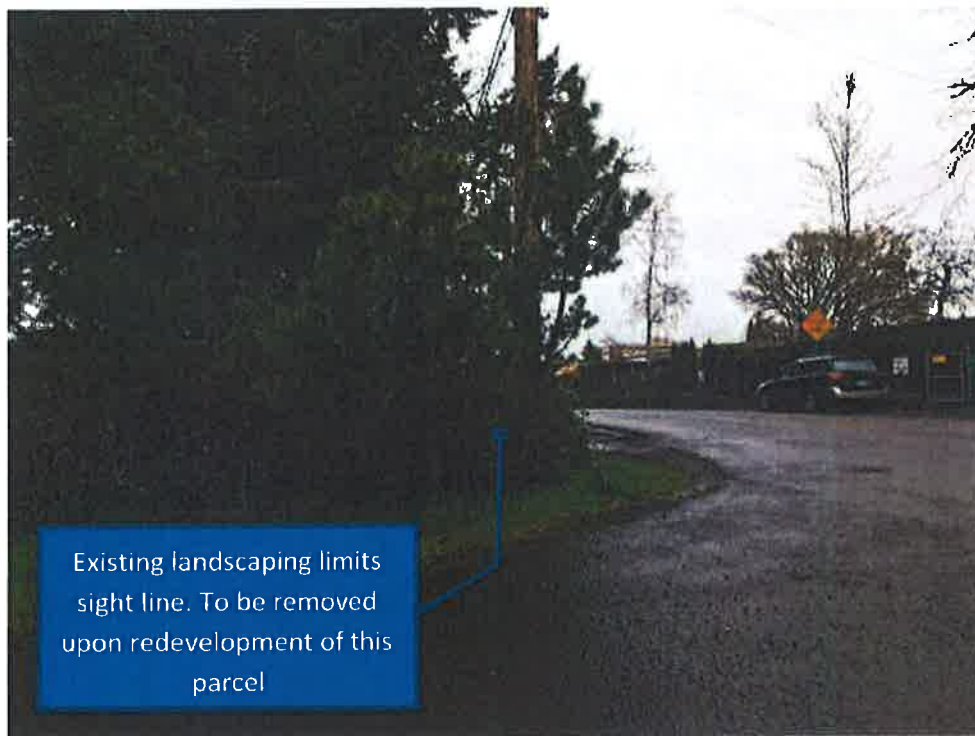
Z0067-17-C & Z0068-17-ZAP (Comp Plan/Zone Change – Rose Villa, Inc.)

Kitterson & Associates, Inc.

Portland, Oregon

Considering these findings, roadway volume and speed measurements were taken along SE Laurie Avenue north of the SE Denny Road intersection. The resulting daily traffic volume was found to be 280 vehicles¹ while the 85th percentile speed (in the southbound direction) was found to be 23 mph. These volume and speed measurements qualify the intersection for the Very Low Volume Local and Collector Road intersection sight distance requirements in Section 240.2.a. As outlined in Table 2-9 of this section, the intersection sight distance requirement for an 85th percentile speed of 25 mph and an average daily traffic (ADT) volume between 250-400 ADT is 125 feet. Accordingly, it is estimated that sufficient intersection sight distance will be available upon redevelopment of the northwest quadrant of the intersection and removal of the existing landscaping.

Exhibit 4 - Looking North Along SE Laurie Avenue From SE Denny Road



¹ Upon redevelopment of Phase II of the Rose Villa redevelopment plan, the volumes on SE Laurie Avenue are anticipated to remain less than 400 ADT.

We trust this report adequately addresses the sight distance evaluation requirements as outlined in the Clackamas County Roadway Standards Section 240. Please contact us if you have any questions.

Sincerely,
KITTELSON & ASSOCIATES, INC.



Matt Hughart, AICP
Associate Planner



Chris Brehmer, P.E.
Principal Engineer



Expires: 12-31-2017

**Appendix 1 SE Laurie Avenue Volume and
Speed Data**

LOCATION: SE Laurie Ave 200' north of Denny St SPECIFIC LOCATION: SE Laurie Ave 200' north of Denny St CITY/STATE: Oak Grove, OR						QC JOB #: 14255901 DIRECTION: NB/SB DATE: Mar 16 2017 - Mar 16 2017				
Start Time	Mon	Tue	Wed	Thu 16-Mar-17	Fri	Average Weekday Hourly Traffic	Sat	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				1		1			1	
1:00 AM				4		4			4	
2:00 AM				2		2			2	
3:00 AM				3		3			3	
4:00 AM				1		1			1	
5:00 AM				3		3			3	
6:00 AM				8		8			8	
7:00 AM				12		12			12	
8:00 AM				22		22			22	
9:00 AM				17		17			17	
10:00 AM				21		21			21	
11:00 AM				23		23			23	
12:00 PM				28		28			28	
1:00 PM				15		15			15	
2:00 PM				23		23			23	
3:00 PM				26		26			26	
4:00 PM				13		13			13	
5:00 PM				10		10			10	
6:00 PM				16		16			16	
7:00 PM				9		9			9	
8:00 PM				4		4			4	
9:00 PM				8		8			8	
10:00 PM				6		6			6	
11:00 PM				5		5			5	
Day Total				280		280			280	
% Weekday Average				100.0%						
% Week Average				100.0%		100.0%				
AM Peak Volume				11:00 AM 23		11:00 AM 23			11:00 AM 23	
PM Peak Volume				12:00 PM 28		12:00 PM 28			12:00 PM 28	
<i>Comments:</i>										

Order Exhibit B Attachment 1
 20067-17-C & Z0068-17-ZAP (Comp Plan/Zone Change - Rose Villa, Inc.)

LOCATION: SE Laurie Ave 200' north of Denny St															QC JOB #: 14255901					
SPECIFIC LOCATION: SE Laurie Ave 200' north of Denny St															DIRECTION: SB					
CITY/STATE: Oak Grove, OR															DATE: Mar 16 2017					
Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace			
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0			
1:00 AM	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2	8-17	1			
2:00 AM	1	0	1	0	0	0	0	0	0	0	0	0	0	0	2	16-25	1			
3:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	11-20	1			
4:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	26-35	1			
5:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1			
6:00 AM	1	1	1	1	0	0	0	0	0	0	0	0	0	0	4	21-30	2			
7:00 AM	5	0	2	0	0	0	0	0	0	0	0	0	0	0	7	6-15	3			
8:00 AM	6	2	2	1	0	0	0	0	0	0	0	0	0	0	11	16-25	4			
9:00 AM	5	1	2	1	0	0	0	0	0	0	0	0	0	0	9	21-30	3			
10:00 AM	4	4	1	0	1	0	0	0	0	0	0	0	0	0	10	15-24	5			
11:00 AM	7	3	6	1	0	0	0	0	0	0	0	0	0	0	17	18-27	8			
12:00 PM	8	3	1	1	0	0	0	0	0	0	0	0	0	0	13	12-21	5			
1:00 PM	8	0	3	0	0	0	0	0	0	0	0	0	0	0	11	6-15	5			
2:00 PM	4	5	1	0	0	0	0	0	0	0	0	0	0	0	10	15-24	6			
3:00 PM	4	4	2	0	0	0	0	0	0	0	0	0	0	0	10	16-25	6			
4:00 PM	1	3	0	1	0	0	0	0	0	0	0	0	0	0	5	15-24	3			
5:00 PM	2	0	4	0	0	0	0	0	0	0	0	0	0	0	6	16-25	4			
6:00 PM	4	0	2	0	0	0	0	0	0	0	0	0	0	0	6	8-17	2			
7:00 PM	3	0	1	1	0	0	0	0	0	0	0	0	0	0	5	21-30	2			
8:00 PM	2	0	0	2	0	0	0	0	0	0	0	0	0	0	4	21-30	2			
9:00 PM	1	3	0	0	0	0	0	0	0	0	0	0	0	0	4	15-24	3			
10:00 PM	4	0	0	0	0	0	0	0	0	0	0	0	0	0	4	8-17	2			
11:00 PM	1	0	0	1	0	0	0	0	0	0	0	0	0	0	2	21-30	1			
Day Total	73	30	29	11	2	0	0	0	0	0	0	0	0	0	145	16-25	58			
Percent	50.3%	20.7%	20.0%	7.6%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%						
ADT 145																				
AM Peak Volume	11:00 AM	10:00 AM	11:00 AM	5:00 AM	4:00 AM											11:00 AM				
	7	4	6	1	1											17				
PM Peak Volume	12:00 PM	2:00 PM	5:00 PM	8:00 PM														12:00 PM		
	8	5	4	2														13		

Order Exhibit B, Attachment 1
20067-17-C & Z0068-17-ZAP (Comp Plan/Zone Change - Rose Villa, Inc.)

LOCATION: SE Laurie Ave 200' north of Denny St														QC JOB #: 14255901			
SPECIFIC LOCATION: SE Laurie Ave 200' north of Denny St														DIRECTION: SB			
CITY/STATE: Oak Grove, OR														DATE: Mar 16 2017 - Mar 16 2017			
Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
Grand Total	73	30	29	11	2	0	0	0	0	0	0	0	0	0	145	16-25	58
Percent	50.3%	20.7%	20.0%	7.6%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
Cumulative Percent	50.3%	71.0%	91.0%	98.6%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%			
ADT 145															85th Percentile 23 MPH Mean Speed(Average) 14 MPH Median 14 MPH Mode: 8 MPH		
Comments:																	

Report generated on 3/20/2017 10:04 AM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

Order Exhibit B, Attachment 1
 Z0067-17-C & Z0068-17-ZAP (Comp Plan/Zone Change – Rose Villa, Inc.)

LOCATION: SE Laurie Ave 200' north of Denny St SPECIFIC LOCATION: SE Laurie Ave 200' north of Denny St CITY/STATE: Oak Grove, OR															QC JOB #: 14255901 DIRECTION: NB DATE: Mar 16 2017					
Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace			
12:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	21-30	1			
1:00 AM	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2	15-24	1			
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0			
3:00 AM	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	16-25	2			
4:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0			
5:00 AM	1	0	1	0	0	0	0	0	0	0	0	0	0	0	2	16-25	1			
6:00 AM	2	1	1	0	0	0	0	0	0	0	0	0	0	0	4	16-25	2			
7:00 AM	3	1	1	0	0	0	0	0	0	0	0	0	0	0	5	16-25	2			
8:00 AM	6	1	2	2	0	0	0	0	0	0	0	0	0	0	11	21-30	4			
9:00 AM	2	4	1	1	0	0	0	0	0	0	0	0	0	0	8	17-26	4			
10:00 AM	6	3	2	0	0	0	0	0	0	0	0	0	0	0	11	16-25	5			
11:00 AM	2	2	2	0	0	0	0	0	0	0	0	0	0	0	6	16-25	4			
12:00 PM	8	3	3	1	0	0	0	0	0	0	0	0	0	0	15	18-27	5			
1:00 PM	3	1	0	0	0	0	0	0	0	0	0	0	0	0	4	11-20	2			
2:00 PM	7	4	2	0	0	0	0	0	0	0	0	0	0	0	13	16-25	6			
3:00 PM	6	3	5	2	0	0	0	0	0	0	0	0	0	0	16	16-25	8			
4:00 PM	2	2	3	1	0	0	0	0	0	0	0	0	0	0	8	20-29	4			
5:00 PM	2	0	2	0	0	0	0	0	0	0	0	0	0	0	4	16-25	2			
6:00 PM	3	4	2	0	1	0	0	0	0	0	0	0	0	0	10	16-25	6			
7:00 PM	0	3	0	0	1	0	0	0	0	0	0	0	0	0	4	11-20	3			
8:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1-10	0			
9:00 PM	2	0	2	0	0	0	0	0	0	0	0	0	0	0	4	16-25	2			
10:00 PM	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2	8-17	1			
11:00 PM	2	0	1	0	0	0	0	0	0	0	0	0	0	0	3	8-17	1			
Day Total	60	33	32	8	2	0	0	0	0	0	0	0	0	0	135	16-25	65			
Percent	44.4%	24.4%	23.7%	5.9%	1.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%						
ADT 135																				
AM Peak Volume	8:00 AM 6	9:00 AM 4	3:00 AM 2	8:00 AM 2														8:00 AM 11		
PM Peak Volume	12:00 PM 8	2:00 PM 4	3:00 PM 5	3:00 PM 2	6:00 PM 1											3:00 PM 16				
Comments:																				

LOCATION: SE Laurie Ave 200' north of Denny St														QC JOB #: 14255901			
SPECIFIC LOCATION: SE Laurie Ave 200' north of Denny St														DIRECTION: NB			
CITY/STATE: Oak Grove, OR														DATE: Mar 16 2017 - Mar 16 2017			
Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
Grand Total	60	33	32	8	2	0	0	0	0	0	0	0	0	0	135	16-25	65
Percent	44.4%	24.4%	23.7%	5.9%	1.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
Cumulative Percent	44.4%	68.9%	92.6%	98.5%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%			
ADT 135															85th Percentile 23 MPH Mean Speed(Average) 15 MPH Median 16 MPH Mode: 8 MPH		
Comments:																	

Report generated on 3/20/2017 10:04 AM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)



MIKE McCALLISTER
PLANNING AND ZONING DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

NOTICE OF INCOMPLETE APPLICATION

ORIGINAL DATE SUBMITTED: February 1, 2017
FILE NUMBER: Z0067-17-CP, Z0068-17-Z
APPLICATION TYPE: Comprehensive Plan and Zone Change
STAFF CONTACT: Martha Fritzie
DATE OF THIS NOTICE: February 28, 2017
180 DAYS AFTER DATE SUBMITTED: August 14, 2017
Date of **CERTIFIED MAILING: February 28, 2017**

MAILED TO: Melissa Kuhn, 2525 E. Burnside St., Portland, OR 97214

MISSING INFORMATION REQUIRED FOR A COMPLETE APPLICATION:

1. A traffic study is required to demonstrate compliance with ZDO Section 1202.03(C) relating to the adequacy of the transportation system. Please contact Christian Snuffin with DTD Engineering at (503) 742-4716 to discuss the scope of the traffic study.

IMPORTANT

Your application will be deemed complete, if, within 180 days of the date the application was first submitted, the Planning Division receives one of the following:

1. **All of the missing information; or**
2. **Some of the missing information and written notice from you (the applicant) that no other information will be provided; or**
3. **Written notice from you (the applicant) that none of the missing information will be provided.**

If any one of these options is chosen within 180 days of the date of the initial submittal, approval or denial of your application will be subject to the relevant criteria in effect on the date the application was first submitted.

**Order Examined Attachment
Z0067-17-C & Z0068-17-ZAP (Comp Plan/Zone Change – Rose Villa, Inc.)**

P. 503.742.4500

F. 503.742.4550

WWW.CLACKAMAS.US

NOTICE

Your application will be considered Void if, on the 181st day after the date the application was first submitted, you have been mailed this notice and have not provided the information requested in Options 1 – 3 above. In this case, no further action will be taken on your application.

Applicant or authorized representative, please check one of the following and return this notice to: Clackamas County Planning Division; 150 Beaver Creek Road, Oregon City, Oregon, 97045

- I am submitting the required information (attached); or.
- I am submitting some of the information requested (attached) and no other information will be submitted; or
- I will not be submitting the requested information. Please accept the application as submitted for review and decision.



Signed

03.22.2017

Date

MENISSO KUHM

Print Name



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

August 24, 2017

Board of County Commissioners
 Clackamas County

Members of the Board:

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
 Assistants

Adoption of Previously Approved Exception to Statewide Planning
 Goal 3 and Conditional Use Permit
Z0115-17-CP & Z0116-17-C – Duus Solar, Goal Exception/Conditional Use

Purpose/Outcomes	Approve a “reasons” exception to Statewide Planning Goal 3 (Agriculture) and a conditional use permit for the construction and operation of photovoltaic solar power generation facility on approximately 70 acres of land that is zoned Exclusive Farm Use (EFU).
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Indefinitely
Previous Board Action	Public hearing, August 2, 2017.
Strategic Plan Alignment	1. Honor, utilize, promote and invest in our natural resources’ 2. Ensure safe, healthy and secure communities.
Contact Person	Nate Boderman, Assistant County Counsel – 503-655-8364
Contract No.	N/A

BACKGROUND:

Z0115-17-CP and Z0116-17-C include an application by Pacific Northwest Solar, LLC for a conditional use permit for the construction and operation of photovoltaic solar power generation facility on approximately 70 acres of the property described as T3S R4E Section 17, Tax Lot 105, located on the north side of SE Duus Road, approximately one-half mile east of SE Highway 224 and adjacent to the urban growth boundary of Estacada.

OAR 660-033-0130(38)(f) stipulates that in order to locate such a facility on this site, which is identified as high-value farmland, as described in ORS 195.300(10), it is necessary to take an exception to Statewide Planning Goal 3 (Agriculture), under the procedure described in the Oregon Administrative Rules (OAR) 660, Division 4, and the applicant has proposed to do so under the “reasons” exception criteria.

The proposed project will involve the construction and operation of a photovoltaic (PV) solar power generation facility that would include solar arrays on steel racking, consisting of

approximately 35,000 PV modules, generally oriented toward the south and placed upon a single-axis tracking system; inverters (to allow for transmission to the utility grid); connections to the existing power lines; and necessary access and safety features (including access roads, perimeter roads, and fencing). The foundation for the steel racking structure is anticipated to be driven piles (steel or concrete encased steel). The facility will be interconnected with the Portland General Electric (PGE) Company's distribution system via connection to existing power lines located adjacent to the site.

Pacific Northwest Solar, LLC anticipates that this project will be under construction in early 2018. The facility will be operated for a minimum of 20 years; when it has reached its operational end, the site will be returned to its preconstruction state.

A public hearing was held on July 10, 2017 for Planning Commission consideration of the proposed Goal exception and conditional use permit for the facility. The Planning Commission voted 7-0 to recommended approval of the proposal, as recommended by staff. A public hearing was held on August 2, 2017 for the Board of County Commissioner's consideration of the proposed Plan amendments. The BCC voted 3-2 to approve Z0115-17-CP and Z0116-17-C, as recommended by staff and the Planning Commission.

RECOMMENDATION:

Staff respectfully requests that the Board adopt the proposed Board Order.

Respectfully submitted,



Nate Boderman
Assistant County Counsel

Attachments:
Proposed Board Order with exhibits

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

In the Matter of a Comprehensive
Plan Amendment and Conditional
Use Permit from Pacific Northwest
Solar LLC, on property described as
T3S R4E Section 17, Tax Lot 105



ORDER NO.
Page 1 of 2

File Nos.: Z0115-17-CP and Z0116-17-C

WHEREAS, this matter coming regularly before the Board of County Commissioners, and it appearing that Pacific Northwest Solar, LLC made an application for a conditional use permit for the construction and operation of photovoltaic solar power generation facility on approximately 70 acres of the property described as T3S R4E Section 17, Tax Lot 105, located on the north side of SE Duus Road, approximately one-half mile east of SE Highway 224 and adjacent to the urban growth boundary of Estacada; and

WHEREAS, it further appearing that OAR 660-033-0130(38)(f) stipulates that in order to locate such a facility on this site, which is identified as high-value farmland, as described in ORS 195.300(10), it is necessary to take an exception to Statewide Planning Goal 3 (Agriculture), under the procedure described in the Oregon Administrative Rules (OAR) 660, Division 4, and the applicant has proposed to do so under the "reasons" exception criteria; and

WHEREAS, it further appearing that after appropriate notice a public hearing was held before the Planning Commission on July 10, 2017, at which testimony and evidence was presented, and that, at this hearing, the Commission, by the vote of 7-0, recommended approval of this request; and

WHEREAS, it further appearing that after appropriate notice a public hearing was held before the Board of County Commissioners on August 2, 2017, at which testimony and evidence were presented, and that, at that hearing, a decision was made by the Board, by the vote of 3-2 to approve the application, subject to the conditions of approval that are in Order Exhibit B, which are attached to this order and incorporated herein by reference;

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

1. The applicant requests approval of a "reasons" exception to Statewide Planning Goal 3 (Agriculture) and approval of a conditional use permit to allow for an approximately 70-acre photovoltaic solar power generation facility, as illustrated in Order Exhibit A (Site Plan).
2. This Board adopts as its findings and conclusions the *Findings of Fact for Z0115-17-CP & Z0116-17-C* document attached hereto and incorporated

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

In the Matter of a Comprehensive
Plan Amendment and Conditional
Use Permit from Pacific Northwest
Solar LLC, on property described as
T3S R4E Section 17, Tax Lot 105



ORDER NO.
Page 2 of 2

File Nos.: Z0115-17-CP and Z0116-17-C

herein as Order Exhibit B, which finds the application to be in compliance with
the applicable criteria.

NOW THEREFORE, IT IS HEREBY ORDERED that:

1. The requested "reasons" exception to Statewide Planning Goal 3 and the requested conditional use permit are hereby APPROVED, as illustrated in Order Exhibit A, and subject to the conditions of approval identified in Order Exhibit B, which are attached to this order and incorporated herein by reference.
2. Chapter 4 of the Clackamas County Comprehensive Plan is hereby amended to reflect the approval of the "reasons" exception to Statewide Planning Goal 3, as shown in Exhibit C hereto.

DATED this 24th day of August, 2017

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



PROJECT SUMMARY
 11,893 MW DC
 10 MW AC
 (33,980) JINKO JKM350P-72 MODULES
 (4) SMA 2500 SUNNY CENTRAL SINGLE AXIS TRACKER
 30% GCR
 72.75 ACRES
 LOT # 34E17 105



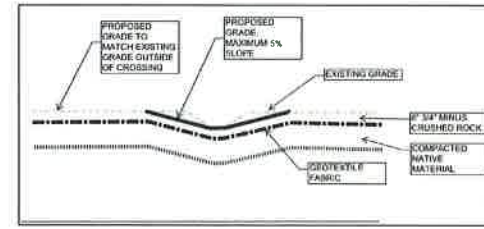
NOT FOR CONSTRUCTION

**10 MW AC PV SYSTEM
 DUUS PV FARM**
 CLACKAMAS COUNTY, OR

(33,980) PV MODULES
 JINKO SOLAR JKM350P-72
 (4) PV INVERTERS
 SMA 2500 SUNNY CENTRAL
 SINGLE AXIS TRACKER

#	REVISION	DATE
1	PRELIMINARY	4-8-16
2	FOR REVISION	5-12-16
3	CLIP REVISION	8-1-17

JOB # PESI 00002
 DESIGN: CWB
 SITE PLAN



(A) SITE PLAN
 Scale: 1/32" = 1'

(B) AT GRADE CROSSING



MIKE MCCALLISTER
PLANNING AND ZONING DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

**FINDINGS OF FACT FOR Z0115-17-CP & Z0116-17-C:
PACIFIC NORTHWEST SOLAR, LLC
GOAL 3 EXCEPTION AND CONDITIONAL USE PERMIT**

SECTION 1- GENERAL INFORMATION

Planning File No: Z0115-17-CP & Z0116-17-C

Adoption Date: August 24, 2017

Applicant: Ryan Meyer, Pacific Northwest Solar, LLC, 9450 SW Gemini Dr #33304,
Beaverton, OR 97008

Owner: Nancy Dietrich, 01200 SW Palatine Hill, Portland, OR 97219

Proposal: A proposed Reasons Exception to Statewide Planning Goal 3 (Agriculture) and a Conditional Use permit for the construction and operation of photovoltaic solar power generation facility on approximately 70 acres of land that is zoned Exclusive Farm Use (EFU). The facility is expected to produce as much as ten (10) megawatts of electric power.

The subject parcel is comprised predominantly of high-value farmland. Pursuant to the county's Zoning and Development Ordinance (ZDO) Section 401 (EFU), photovoltaic solar power generation facilities are allowed as a Conditional Use on high-value farmland, subject to OAR 660-033-0130(38), which stipulates that if such a facility is to be sited on more than 12 acres of high-value farmland, it must obtain a Goal Exception (pursuant to ORS 197.732 and OAR 660, Division 4).

Property Location: On the north side of Duus Rd, approximately ½ mile east of Hwy 224

Legal Description: T3S, R4E, Section 17, Tax Lot(s) 00105, W.M.

Site Address: N/A

Comprehensive Plan Designation: Agriculture (AG)

**Order Exhibit B
Z0115-17-CP & Z0116-17-C (Duus Solar – Goal Exception/Conditional Use)**

Zone: Exclusive Farm Use (EFU)

Total Area Involved: 72.69 acres

Background Information:

1. **Site Description:** The subject site includes a total of 72.69 acres that is generally rectangular in shape, measuring approximately 1,500 feet by 2,100 feet. The lot has approximately 1,500 linear feet of frontage on SE Duus Road and is currently vacant, uncultivated farmland.

The site is relatively flat, sloping approximately 40 feet across the entire width of the property, except the northeastern edge of the property, which contains slightly more slope and a mapped landslide deposit area, according to the Department of Geology and Mineral Industries (DOGAMI) on-line maps.

Landslide hazard: Along the northeastern boundary of the subject site, there is a small area identified as and historic landslide deposit area. This area does not contain steep slopes or other hazards regulated by the county's Zoning and Development Ordinance (ZDO). However, it is recommended that a geotechnical review be completed before any development occurs in this area of the property.

Regulated waterways: Traversing the southern portion of the property is a regulated stream, designated a "small" stream on the county's inventory. As such, development on the site will be subject to Section 704 (River and Stream Conservation Area) of the County's Zoning & Development Ordinance (ZDO), including a required 50 foot setback for structures from this stream; vegetation preservation requirements within the 50-foot stream buffer; and required permitting for stream crossings.

Wetlands: Although no wetlands were found on the county's inventory or the National Wetland Inventory (NWI), the applicant hired a firm to complete a wetland delineation for the subject property. Based on the preliminary results of the delineation, there are over 26 acres of wetland identified on the property, including two stream corridors, and the applicant states that he has begun the required permitting process through the Army Corps of Engineers (ACOE) and the Division of State Lands (DSL).

2. **Surrounding Conditions:** The site is bordered on the west, north and northeast by large, parcels that are either zoned Exclusive Farm Use (EFL) or Timber (TBR). Based on recent aerial photography, these parcels appear to be largely wooded and not cultivated. A large single-family dwelling exists on the 20-acre parcel immediately east of the subject site.

Adjacent to the southeastern boundary, along SE Duus Rd, are four smaller, roughly one-acre properties, each developed in the early 1970's with a single family dwelling.

Immediately south of the site (across SE Dunn Rd) is the northern edge of the City of Estacada's Urban Growth Boundary (UGB). The majority of the properties across SE Duus

Rd, however have not yet annexed into the city to develop at urban densities and remain in County rural residential or agricultural zoning. Those property in the vicinity that have annexed are planned and zoned for single-family residential development.



3. Historic Use of Property/ Prior Land Use Approvals

The County has no records of prior land use approvals for the subject property. The property is currently not in any type of agricultural production, nor does it appear to have been at any time in at least 20 years, based current and historic aerial photography and testimony received at the Planning Commission and Board of County Commissioners public hearings.

4. Soils: The subject tract is considered high-value farmland, with the predominantly Class 3 soils, as noted below. The property is not used for agricultural operations, but is still considered “high-value farmland” under the statutory definition because it is “*composed predominantly*” of “high-value” soils.

Soil Type *	Rating *	Soil Class*	Location on Site	Approximate Acres of Site**	Percent of total site**
41 – Huberly Silt Loam	High - value	3	Southern portion, around stream	18.9	26.5%
21- Concord Silt Loam	High-value	3	Majority of site – large central/ northwestern portion of site, small area in southwest corner	45.1	63.2%
36C - Hardscrabble	Low-value	4	Eastern/northeastern border – landslide deposit area	7.3	10.2%

*The Soils Survey of Clackamas County Area, published by the United States Department of Agriculture

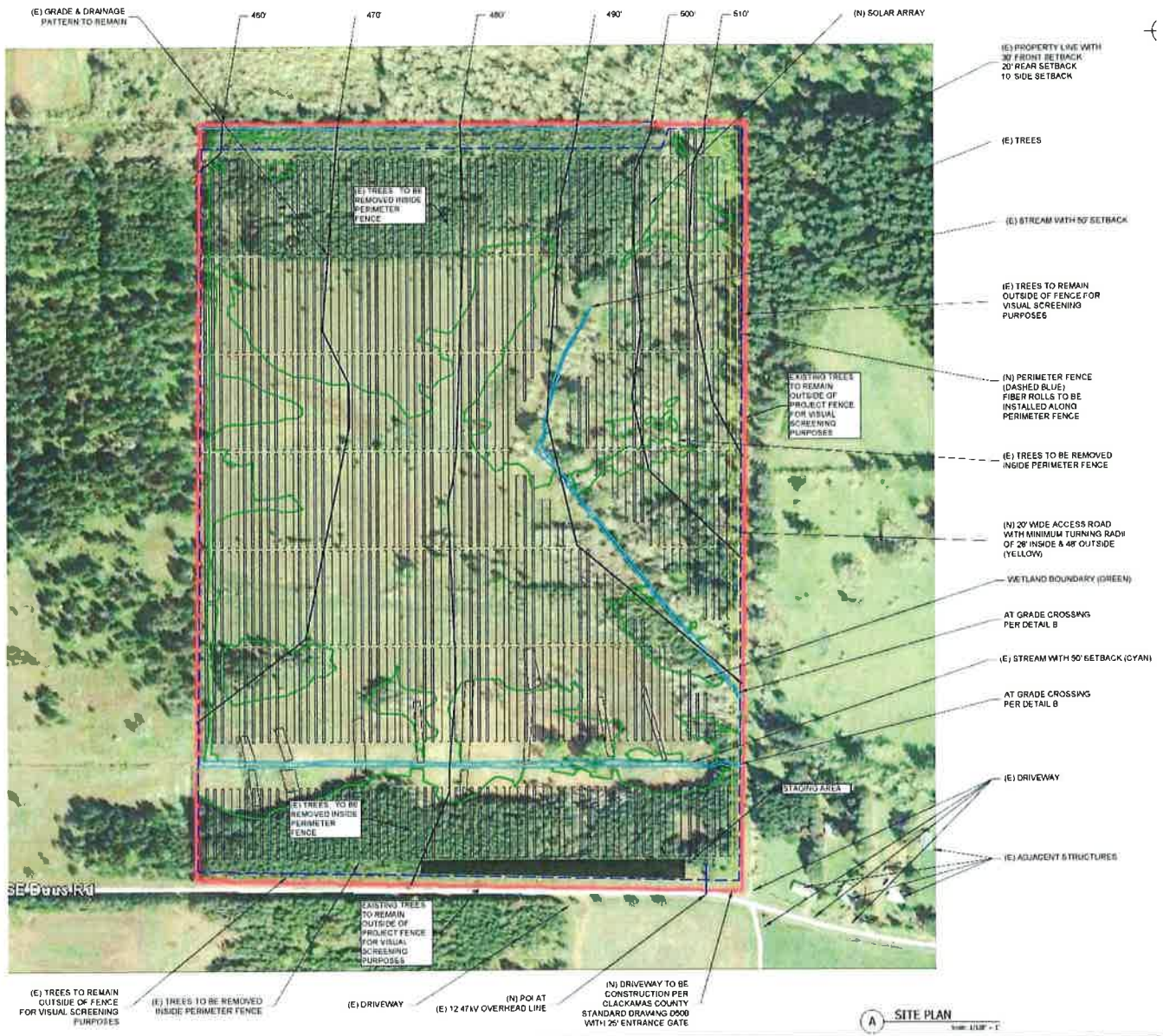
**Per applicant.

5. Proposed Development of Site: The proposed project will involve the construction and operation of a photovoltaic solar power generation facility that is expected to produce as much as ten (10) megawatts alternating current (MWac) of renewable electric power. The Project will be interconnected with the Portland General Electric Company’s distribution system via connection to existing power lines located adjacent to the project. The project infrastructure will include solar arrays on steel racking, consisting of photovoltaic modules oriented toward the south (generally) and placed upon a single-axis tracking system, inverters (to allow for transmission to the utility grid), connections to the existing power lines, as well as necessary access and safety features (including access roads, perimeter roads, and fencing).

The project infrastructure would consist of approximately 35,000 PV modules mounted on six-foot (6’) high steel racking support structure, set in rows. The foundation for the steel racking structure is anticipated to be driven piles (steel or concrete encased steel).

It is anticipated that the project will be under construction in early 2018 with construction being completed in mid- to late- 018. The facility will be operated for a minimum of 20 years. When the facility has reached its operational end, the site will be returned to its preconstruction state.

On June 22, 2017, the applicant submitted a revised site plan, illustrated below (see also Order Exhibit A) in response to the delineation of several wetlands on the site and a need to minimize impacts to those areas. Revisions include adding a 50-foot buffer, with no development around two streams on the property and a reconfigured entry (located on the eastern corner of the site rather than in the middle) and a redesigned interior road.



6. Service Providers:

- a. Sewer: None
- b. Water: None
- c. Surface Water: The subject property is not located in a public surface water district. Surface water is regulated pursuant to Section 1008 of the ZDO and administered by the DTD Engineering Division.
- d. Fire Protection: Estacada Rural Fire District

6. Responses Requested:
- a. City of Estacada
 - b. Eagle Creek/ Barton CPO
 - c. DTD, Traffic Engineering
 - d. Oregon Department of Agriculture
 - e. Estacada Rural Fire District
 - f. Dept. of Land Conservation and Development
 - g. Portland General Electric, Development Review
 - h. Property Owners within 750'

SECTION 2 – CONCLUSION AND CONDITIONS OF APPROVAL

The Board finds that this application satisfies all the applicable state, regional and county criteria for an exception to Statewide Planning Goal 3 and for a conditional use permit, as proposed by the applicant and reflected in the revised plot plan and site design, submitted to the County on June 22, 2017.

The Board approves the exception to Statewide Planning Goal 3 and a conditional use permit, as proposed by the applicant and recommended by the Planning Commission and staff, subject to the stated conditions of approval.

Conditions of Approval:

Approval of this application is subject to the following conditions of approval:

I. General Conditions:

- 1) Approval of this land use permit is based on the submitted written narrative, supplemental narrative and plan(s) submitted on February 21, 2017; May 15, 2017; and June 22, 2017. No work shall occur under this permit other than that which is specified within these documents. It shall be the responsibility of the property owner(s) to comply with this document(s) and the limitation of approval described herein.
- 2) The applicant is advised to take part in a Post Land Use Transition meeting. County staff would like to offer you an opportunity to meet and discuss this decision and the conditions of approval necessary to finalize the project. The purpose of the meeting is to ensure you understand all the conditions and to identify other permits necessary to complete the project. If you like to take advantage of this meeting please contact Deana Mulder, at (503) 742-4710 or at deanam@co.clackamas.or.us.

- 3) **Prior to the issuance of building permits**, the applicant shall submit a statement of use to Wendi Coryell in the Clackamas County Development Agency. Wendi Coryell can be contacted at 503-742-4657, or wendicor@co.clackamas.or.us. The statement of use is used to calculate the Transportation System Development charge. A Transportation System Development Charge (TSDC) is included in the final calculation of the building permit fees.
- 4) The conditional use approval is valid for four years from the date of the final written decision. If the County's final written decision is appealed, the approval period shall commence on the date of the final appellate decision. During this four year period, the approval shall be implemented, or the approval will become void. "Implemented" means all major development permits shall be obtained and maintained for the approved conditional use, or if no major development permits are required to complete the development contemplated by the approved conditional use, "implemented" means all other necessary County development permits (e.g. grading permit, building permit for an accessory structure) shall be obtained and maintained. A "major development permit" is:
 - a) A building permit for a new primary structure that was part of the conditional use approval; or
 - b) A permit issued by the County Engineering Division for parking lot or road improvements required by the conditional use approval.
- 5) This Conditional Use approval is granted subject to the above and below stated conditions. Failure to comply with any of the conditions of approval constitutes a violation of this permit and may be cause for revocation of this approval.
- 6) The approval of the application granted by this decision concerns only the applicable criteria for this decision. The decision does not include any conclusions by the county concerning whether the activities allowed will or will not come in conflict with the provisions of the federal Endangered Species Act (ESA). This decision should not be construed to or represented to authorize any activity that will conflict with or violate the ESA. It is the applicant, in coordination if necessary with the federal agencies responsibility for the administration and enforcement of the ESA, who must ensure that the approved activities are designed, constructed, operated and maintained in a manner that complies with the ESA.

II. Planning and Zoning Conditions: Martha Fritzie, (503) 742-4529, mfritzie@clackamas.us

- 1) Development of the subject property is subject to the provisions of ZDO Sec.1203 and those other relevant codes and ordinances adopted by the Board of County Commissioners pursuant to subsec. 1001.03 of the ZDO, including, but not limited to, the County Roadway Standards, County Excavation and Grading Ordinance, and Oregon Structural Specialty Code, etc.

- 2) **Prior to the issuance of a building permit or the initiation of any construction activities** the property owner shall sign and record in the deed records for the county a document binding the project owner and the project owner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices as defined in ORS 30.930(2) and (4).
- 3) All development on the site that would impact the identified wetlands must comply with all requirements of the Division of State Lands (DSL) and the Army Corps of Engineers (ACOE).
- 4) **Prior to the issuance of a building permit or the initiation of any construction activities** the applicant shall submit a soil and erosion control plan prepared by an adequately qualified individual, showing how unnecessary soil erosion will be avoided or remedied and how topsoil will be stripped, stockpiled and clearly marked.
- 5) **Prior to the issuance of a building permit or the initiation of any construction activities** the applicant shall submit a plan prepared by an adequately qualified individual, showing how unnecessary soil compaction will be avoided or remedied in a timely manner through deep soil compaction or other appropriate practices.
- 6) **Prior to the issuance of a building permit or the initiation of any construction activities** the applicant shall submit a weed control plan prepared by an adequately qualified individual that includes a long-term maintenance agreement.
- 7) All development on the site shall comply with standards in Section 704 (River and Stream Conservation Area).
- 8) At the end of the life of facility all non-utility owned equipment, conduits, structures, and foundations will be removed to a depth of at least three feet below grade.

IV Engineering Division Conditions: Robert Hixson, (503) 742-4608, roberth@clackamas.us

- 1) All frontage and onsite improvements shall be in compliance with *Clackamas County Roadway Standards*.
- 2) The applicant shall obtain a Development Permit from Clackamas County Department of Transportation and Development prior to the initiation of any construction activities associated with the project.
- 3) The applicant shall design and construct one minimum 20-foot wide paved driveway approach to Duus Road in conformance with Roadway Standards Drawing D500. The

driveway approach shall be constructed at a location where the minimum required intersection sight distances are feasible to achieve and maintain both easterly and westerly. Storm water runoff shall not be permitted to flow over the paved driveway approach onto Duus Road.

- 4) If the applicant chooses to gate the driveway approach, the applicant shall design and construct the gate a minimum of 20 feet from the northerly edge of pavement and the gate shall either swing back into the property, away from Duus Road, or shall slide parallel to Duus Road.
- 5) The applicant shall design and construct a 20-foot wide access road approximately as shown on the submitted revised preliminary site plan. Turn and curve radii shall comply with local Fire District requirements which require a minimum 28-foot inside radius and a minimum 48-foot outside radius for a 20-foot wide road. The access road shall comply with ZDO subsection 1015.03 C and Roadway Standards Drawing R100 in regards to structural section and the required surfacing with screened gravel or better.
- 6) The applicant shall provide a copy of the storm water management plan details to DTD Engineering. The storm water management plan shall comply with the requirements found in Zoning and Development Ordinance Section 1008 and Roadway Standards chapter four.
- 7) The applicant shall provide adequate on site circulation areas for the parking and maneuvering of all vehicles anticipated to use the parking and maneuvering areas. Parking layout geometry shall be in accordance with ZDO Table 1015-1 and Figure 1015-1.
- 8) Parking spaces shall meet ZDO section 1015 dimensional requirements.
- 9) The applicant shall provide and maintain adequate intersection sight distances for the driveway approach intersection with Duus Road in accordance with Roadway Standards section 240. Minimum intersection sight distances for the site driveway approach shall be 665 feet both easterly and westerly. In addition, no plantings at maturity, retaining walls, embankments, fences or any other objects shall be allowed to obstruct minimum sight distance requirements. The applicant shall provide a plan and profile sight distance exhibit for the site driveway approach intersection with Duus Road. The exhibit shall be based on survey data. If a sight line easement is required over the property to the east, the applicant shall obtain the easement prior to the issuance of a Development Permit.
- 10) Applicant shall comply with County Roadway Standards clear zone requirements in accordance with Roadway Standards section 245. The minimum clear zone shall extend 15 feet from the northerly edge of pavement of Duus Road.
- 11) **Prior to the issuance of a building permit or the initiation of any construction activities** associated with the project, the applicant shall submit to Clackamas County Engineering Office:
 - a) Written approval from the local Fire District for the planned access, circulation, fire lanes and water source supply. The approval shall be in the form of site and utility plans stamped and signed by the Fire Marshal.

- b) A set of site improvement construction plans, for review, in conformance with *Clackamas County Roadway Standards* Section 140, to Clackamas County's Engineering Office and obtain written approval, in the form of a Development Permit.
 - 1. The permit will be for driveway, drainage, parking and maneuvering areas, and other site improvements.
 - 2. The fee for the Development Permit will be calculated in accordance with the current fee structure existing at the time of the Development Permit application.
 - 3. The applicant shall have an Engineer, registered in the state of Oregon, design and stamp construction plans for all required improvements, or provide alternative plans acceptable to the Engineering Division.

SECTION 3- ANALYSIS AND FINDINGS

Section 3.1. Applicable Standards and Criteria. Under Oregon’s land use statutes and goals, this application must be found to comply with a multitude of standards and criteria, identified in this section.Page 11

Section 3.2. Goal Exception. This application is requesting a “Reasons” exception to Statewide Planning Goal 3 (Agriculture).

- (A) Why a Goal Exception is Needed.....Page 12
- (B) Evaluation of “Reasons” Exception Criteria.....Page 12
- (C) Summary of Findings for the “Reasons” Exception.....Page 28

Section 3.3. Other Applicable Statutes and Rules for Siting a Solar Facility in EFU. This application is subject to compliance with the Statewide Planning Goals, County Comprehensive Plan (CP) policies and Oregon Administrative Rules (OARs) related specifically to siting a photovoltaic solar facility on EFU land.

- (A) Compliance with OAR 660-033-0130(38)Page 28
- (B) Compliance with Statewide Planning Goals and Other Applicable State Statutes.....Page 33
- (C) Compliance with General County Comprehensive Plan Policies.....Page 37

Section 3.4. Conditional Use Application. The conditional use application is subject to the criteria in Section 1203 of the Clackamas County Zoning and Development Ordinance.

- (A) Compliance with Criteria in Section 1203.....Page 39
- (B) Compliance with Other Applicable ZDO SectionsPage 44

SECTION 3.1. APPLICABLE STANDARDS AND CRITERIA

This application involves amendments to an acknowledged county Comprehensive Plan provisions and land use regulations, as well as a “Reasons” exception to Statewide Planning Goal 3 and a conditional use permit for the construction of a photovoltaic solar generation facility. Under Oregon’s land use statutes and goals, this application must be found to comply with a multitude of standards and criteria, including the following:

State Statues (ORSs) and Administrative Rules (OARs)

OAR Chapter 660, Division 4- Interpretation of Goal 2 Exception Process:

- OAR 660-004-000 Purpose
- OAR 660-004-005 Definitions
- OAR 660-004-0010 Application of the Goal 2 Exception Process to Certain Goals
- OAR 660-004-0015 Inclusion as Part of the Plan
- OAR 660-004-0018 Planning and Zoning Exception Areas
- OAR 660-004-0020 Goal 2, Part II(c), Exception Requirements
- OAR 660-0040-0022 Reasons Necessary to Justify and Exception Under Goal 2, Part II(c)

OAR Chapter 660, Division 33 – Agricultural Land

OAR 660-033-0130(38)

ORS 197.732 - Goal Exception standards

ORS 197.763 – Notice procedures for quasi-judicial hearings

Statewide Planning Goals 1 through 19

OAR Chapter 660, Division 12 – Transportation Planning

OAR 660-012-0060 Plan and Land Use Regulation Amendments

County Comprehensive Plan Provisions

The following Clackamas County Comprehensive Plan provisions are implicated by this application:

Chapter 2. Citizen Involvement

Citizen involvement policies

Chapter 3. Natural Resources and Energy

Agriculture policies

Energy policies

Chapter 4. Land Use

Agriculture policies

County Zoning & Development Ordinance (ZDO) Provisions
ZDO Section(s) 401, 1002, 1005, 1006, 1007, 1008, 1010, 1015, and 1203

**SECTION 3.2 – “REASONS” EXCEPTION TO STATEWIDE PLANNING GOAL 3:
AGRICULTURE**

(A) Why a Goal Exception is Needed

The subject property is designated as natural resource land (Agriculture) on the Comprehensive Plan Map and zoned Exclusive Farm Use (EFU). Section 401 of the County Zoning & Development Ordinance (ZDO) controls land uses in the underlying EFU zoning district. Table 401-1, lists the uses which are allowed in the EFU zone. Under Table 401-1, page 401-9 “Photovoltaic solar power generation facilities as commercial utility facilities for the purpose of generating power for public use by sale, subject to OAR 660-033-0130(38)”, is listed as allowed under a conditional use permit.

OAR 660-033-0130(38)(f), stipulates that if such a facility is to be sited on more than 12 acres of high-value farmland, it must obtain a Goal Exception: *For high-value farmland described at ORS 195.300(10), a photovoltaic solar power generation facility shall not preclude more than 12 acres from use as a commercial agricultural enterprise unless an exception is taken pursuant to ORS 197.732 and OAR chapter 660, division 4.*

As noted, the proposal would site the solar array over approximately 70 acres of land on a parcel which is considered “high-value farmland” (per the definition found in ORS 195.300(10)). As such, an Exception to Statewide Planning Goal is required for this project to be considered.

The analysis and findings related to the Goal Exception sought by the proposed project is presented below. An evaluation of the remainder of the criteria that a proposed photovoltaic solar energy facility must meet, as found in OAR 660-033-0130(38) is discussed in Section 3.3 of this report.

(B) Evaluation of “Reasons” Exception

Goal exceptions are authorized under statewide planning statutes, goals and administrative rules in order to provide flexibility for situations in which a departure from the strict application of the goals is justified based on site-specific and project specific conditions. Approval of a goal exception does not establish precedent for allowing future goal exceptions. Goal 2 defines the term “exception” as follows: *“Exception means a comprehensive plan provision, including an amendment to an acknowledged comprehensive plan, that:*

“(a) Is applicable to specific properties or situations and does not establish a planning or zoning policy of general applicability;

"(b) Does not comply with some or all goal requirements applicable to the subject properties or situations; and

"(c) Complies with standards for an exception."

There are three types of exceptions: (1) "developed" exceptions are justified where the property is physically developed to the point where resource use is no longer practicable; (2) "committed" exceptions are justified where the nature of nearby physical development makes resource use impracticable; and (3) "reasons" exceptions are justified where there is a need for development at the site in question and where the applicant establishes that reasons justify why the policy embodied in the applicable goals should not apply, the site compares favorably with other possible locations for the proposed development, and the proposed use is compatible with other adjacent uses or can be made compatible through measures designed to reduce impacts.

Application of ORS 197.732 and OAR Chapter 660 Exception Criteria

The application requests "Reasons" exceptions to Goal 3. The general criteria for reasons exceptions are set forth in the state statutes at ORS 197.732 and LCDRC's administrative rules at OAR 660-004-0020. The rules then provide additional "reasons" that can justify an exception at OAR 660-004-0022, including criteria that must be applied to more specific types of uses.

ORS 197.732 - Goal Exceptions. ORS 197.732 sets for the following criteria for a goal exception based on a "reasons" argument, as follows:

(c) The following standards are met:

- (A) Reasons justify why the state policy embodied in the applicable goals should not apply;*
- (B) Areas that do not require a new exception cannot reasonably accommodate the use;*
- (C) The long term environmental, economic, social and energy consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site; and*
- (D) The proposed uses are compatible with other adjacent uses or will be so rendered through measures designed to reduce adverse impacts.*

These four standards outline the four-step process an applicant must engage in to demonstrate the proposal (1) is "needed", (2) cannot reasonably be located on an "alternative" site, (3) will have minimal adverse "consequences", and (4) is "compatible" with neighboring uses.

The rules under which to assess the above criteria are presented in OAR 660-004-0000 through 0040 in more detail. The requirements established by ORS 197.732 for goal exceptions, as well as the identical requirements of Goal 2, Part II and OAR 660 Divisions 4 are addressed below of these findings.

OAR 660-004-0000 through 0010. Purpose, Definitions, and Application of Goal 2 Exceptions Process to Certain Goals

These sections contain the background information and definitions for the goal exception and are information in nature.

OAR 660-004-0015. Inclusion as Part of the Plan

(1) A local government approving a proposed exception shall adopt, as part of its comprehensive plan, findings of fact and a statement of reasons that demonstrate that the standards for an exception have been met. The reasons and facts shall be supported by substantial evidence that the standard has been met.

(2) A local government denying a proposed exception shall adopt findings of fact and a statement of reasons that demonstrate that the standards for an exception have not been met. However, the findings need not be incorporated into the local comprehensive plan.

This goal exception will be adopted into the county's Comprehensive Plan, as per the language found in Order Exhibit C.

660-004-0018: Planning and Zoning for Exception Areas. Subsection 660-004-0018(4): "Reasons" Exceptions, applies to this application.

- a. 660-004-0018(4)(a): *When a local government takes an exception under the "Reasons" section of ORS 197.732(1)(c) and OAR 660-004-0020 through 660-004-0022, plan and zone designations must limit the uses, density, public facilities and services, and activities to only those that are justified in the exception.*

Allowed uses and development subject to this goal exception are be limited to only those uses identified as a part of the photovoltaic solar power generation facility, as described throughout these findings and as noted in any conditions of approval.

This criterion can be satisfied.

- b. 660-004-0018(4)(b): *When a local government changes the types or intensities of uses or public facilities and services within an area approved as a "Reasons" exception, a new "Reasons" exception is required.*

This site has not previously been approved as a "Reasons" exception.

This criterion is not applicable.

- c. 660-004-0018(4)(c): *When a local government includes land within an unincorporated community for which an exception under the "Reasons" section of ORS 197.732(1)(c) and OAR 660-004-0020 through 660-004-0022 was previously adopted, plan and zone designations must limit the uses, density, public facilities and services, and activities to only those that were justified in the exception or OAR 660-022-0030, whichever is more stringent.*

The subject property is not located in an unincorporated community.

This criterion is not applicable.

660-004-0020: Goal 2, Part II(c), Exception Requirements

(1) If a jurisdiction determines there are reasons consistent with OAR 660-004-0022 to use resource lands for uses not allowed by the applicable Goal or to allow public facilities or services not allowed by the applicable Goal, the justification shall be set forth in the comprehensive plan as an exception. As provided in OAR 660-004-0000(1), rules in other divisions may also apply.

Allowed uses and development subject to this goal exception are be limited to only those uses identified as a part of the photovoltaic solar power generation facility, as described throughout these findings and as noted in any conditions of approval.

This criterion can be satisfied.

(2) The four standards in Goal 2 Part II(c) required to be addressed when taking an exception to a goal are described in subsections (a) through (d) of this section, including general requirements applicable to each of the factors:

a. "Reasons justify why the state policy embodied in the applicable goals should not apply." The exception shall set forth the facts and assumptions used as the basis for determining that a state policy embodied in a goal should not apply to specific properties or situations, including the amount of land for the use being planned and why the use requires a location on resource land.

This project is seeking a "Reasons"- based exception and OAR 660-004-0022 identifies specific reasons that are acceptable for granting an exception and assessing the proposal against this criteria. The applicant states that OAR 660-004- 0022(1)(a), OAR 660- 004-002(1)(a)(B) and OAR 660-004-0022(3)(c) are all applicable to the requested exception and has provided findings related to those three citations. Each of the identified rules is addressed separately below to assess whether the "reason" or "need" for this project is sufficiently demonstrated and supported by evidence in order to find that the project meets the criteria in OAR 660-004-0020(2)(a).

OAR 660-004-0022: Reasons Necessary to Justify an Exception Under Goal 2, Part II(c)
An exception Under Goal 2, Part II(c) can be taken for any use not allowed by the applicable goal(s)... The types of reasons that may or may not be used to justify certain types of uses not allowed on resource lands are set forth in the following sections of this rule...

This rule provides direction for assessing the "need", or appropriate reasons to satisfy the first portion of the Reason's Exception criteria. Given the applicants proposal, the following is applicable to the subject property.

(a) There is a demonstrated need for the proposed use or activity, based on one or more of the requirements of Goals 3 to 19; and either

(A) A resource upon which the proposed use of activity is depended ...; or

(B) The proposed use or activity has special features or qualities that necessitate its location on or near the proposed exception site.

Subsection (a) and (a)(B) are addressed as follows.

1. Demonstrated need under Goal 13 (Energy Conservation) This project advances statewide policy goals to enhance renewable energy capacity and due to the features of the use is dependent on the availability of solar exposure and proximity to feasible interconnection locations to the existing electrical distribution system. Specifically the project address Goal 13's requirement to utilize renewable resources, including solar "*whenever possible.*" In addition the proposed project supports Goal 13 in the following ways:
 - The proposed project will produce renewable solar energy locally in Clackamas County and that energy will be consumed in Clackamas County. This will reduce the amount of energy transferred to Clackamas over high transmission lines from long distances. Whenever energy travels in electrical lines, some of the energy is lost and wasted. It is more energy efficient to create energy where it is used.
 - Reasons exception can be sustained for high value soils due, in large part, to the locational necessity of certain features, including transmission lines. State and Federal statutes, which are reflected in Statewide Planning Goal 13's direction to utilize renewable resources "*whenever possible,*" the need for a project is established by a power purchase agreement (PPA). PGE will not enter into a PPA unless its system has a need for the energy or federal/state policy have identified a need to enter into a PPA. The project obtained a PPA from PGE as a Qualifying Facility under PURPA, which is a federal law that is implemented in Oregon by the Oregon Public Utility Commission (PUC). The PUC has directed PGE to enter into PPAs with Qualifying Facilities at the pre-established avoided costs that are approved by the PUC. The established approved rates are calculated by PGE to be their avoided cost of obtaining traditional carbon based power. Therefore, the energy generated by the project represents a direct offset of traditional energy generation for renewable energy generation without any increased costs to the public, thus "*minimizing the depletion of non-renewable sources of energy.*"

The State of Oregon recognized the benefits and the need for additional renewable power in Oregon in Senate Bill 1547 which set the Renewable Portfolio Standard for large utilities in Oregon at 50 percent of all power demanded by each utility. This project will assist with addressing the State Renewable Portfolio Standard. The power created by the Project will be used to offset carbon based power that PGE would have had to purchase to serve its electricity demand in Oregon. This Project will assist with meeting the state Renewable Portfolio Standard requirement.

- The availability and desired use of solar generation under this Goal is further informed by state and federal policies that both encourage effective utility scale projects in the state and remove barriers and impose requirements that shape the siting characteristics of these projects, as noted

by the following:

- The 2015-2017 State of Oregon Energy Plan, states that “energy conservation is the foundation of Oregon’s energy policy and traditionally its first “fuel” of choice to meet energy demand” and that “second to conservation and efficiency is the development of clean energy resources”.
 - Perhaps the most specific compelling argument that Goal 13 intends for planning agencies to utilize utility scale solar “wherever possible” and that there is a need for additional “clean energy resources” in Oregon is found in Oregon’s Renewable Portfolio Standard and the Oregon Clean Electricity and Coal Transition Act (ORS 469A), which requires large electric utility providers to meet increasing targets of renewable energy to retail electric customers and to remove coal-fueled energy generation for Oregon’s energy rates by 2030.
2. Demonstrated need for scale and location of facility: With respect to (a)(B) “special features of qualities that necessitate its location on or near the proposed exception site:
- Solar project sites must have specific qualities in order to be viable for a utility scale solar energy project. Solar projects require a potential site to have minimal elevation change, high exposure to sun light, and close proximity to an existing electric distribution or transmission line that will not require expensive upgrades to interconnect the proposed facility.
 - The proposed Project will interconnect to the Estacada substation that is located approximately 2.0 miles south of the subject property, which is the maximum distance from the substation that this project could be located and still be financially viable. The existing electric distribution lines that connect to the Estacada substation that are large enough to interconnect the Project run north and south on Highway 224 and south on Highway 211. The Project must be located within 2 miles from the substation and close to the existing large distribution electric lines.
 - The scale of the facility (10 megawatts) is based on the existing capacity of the Estacada Substation which is capable of interconnecting the Project at the 10MWac size without major upgrades to the substation equipment. The existing size of the substation is based on the local electricity demand that the Estacada Substation serves. The Power Purchase Agreement (PPA) with PGE to provide wholesale power to PGE for re-sale to the public is based on the 10MWac project size that is based on the existing capacity of the Estacada Substation.

In order for the project to serve the demand on the Estacada substation as described above, the project must be located within the distribution network connected to the Estacada substation. A project located on the distribution network of a different substation would be servicing the demand on that distribution network, not the Estacada network. Electricity will flow to the closest demand source to where the

energy is interconnected to the grid. Therefore, the energy injected into the Estacada distribution grid will service the demand on that grid through the Estacada substation. Additionally, energy interconnected to the transmission network will not provide the energy conservation benefits that the Project provides and wouldn't necessarily serve the Estacada demand. A project connection outside the Estacada distribution system is not an alternative to the Duus Solar Project. It would be a different project entirely because it would be serving a different demand and a different purpose.

3. Need for minimum of 70 acres. Per the National Renewable Energy Laboratory (NREL), single axis tracking projects require an average of 8.7 acres to 10 acres per MWac. This equates to an average of 87 to 100 acres for a 10MWac project. The proposed project is able to improve on the NREL study averages, with a total size of approximately 70 acres, partly due to the rectangular shape and north- south orientation of the subject property.

The Board finds the analyses and findings noted above are sufficient to demonstrate need for the project, based on *“one or more of the requirements of Goals 3 to 19” and that the proposed use or activity has special features or qualities that necessitate its location on or near the proposed exception site*

To supplement these findings of demonstrated need, however the applicant further addressed the criteria specific to rural industrial uses. There appear to be nothing in the rules that precludes one from using the types of arguments that are listed under rural industrial to subsidize the above-mentioned arguments to justify the “reason” or “need” for the project in this specific location.

(3) Rural Industrial Development: For the siting of industrial development on resource land outside an urban growth boundary, appropriate reasons and facts may include, but are not limited to, the following:

- (a) The use is significantly dependent upon a unique resource located on agricultural or forest land. Examples of such resources and resource sites include geothermal wells, mineral or aggregate deposits, water reservoirs, natural features, or river or ocean ports;*
- (b) The use cannot be located inside an urban growth boundary due to impacts that are hazardous or incompatible in densely populated areas; or*
- (c) The use would have a significant comparative advantage due to its location (e.g., near existing industrial activity, an energy facility, or products available from other rural activities), which would benefit the county economy and cause only minimal loss of productive resource lands. Reasons for such a decision should include a discussion of the lost resource productivity and values in relation to the county's gain from the industrial use, and the specific transportation and resource advantages that support the decision.*

The findings related to (c) above can be broken down into the following five arguments.

1. Significant comparative advantage. The same justifications discussed above are

relevant to address the comparative advantage due to a location near, specifically an energy facility – the Estacada substation. In short, as the need for more renewable energy sources increases in the state, facilities like those proposed need to be constructed to accommodate both increased demand from population growth and to support the statutory requirement imposed on large electric utilities to provide an increasing percentage of retail electricity from renewable sources.

Financial feasibility and need for the project to pay for all the interconnection costs necessitate the solar energy generation facility be in proximity to the substation. The applicant has identified two miles as the maximum distance a project can be from the substation and remain feasible. The Board has no reason to doubt that assertion from an industry expert and has seen no evidence to the contrary

2. Benefit the county economy. The proposed project would contribute to the local economy by creating jobs, creating demand for local goods and services, and providing tax revenue to the County. The jobs created by the project would occur primarily during construction. At its peak, the Project would support approximately 100 construction jobs. During the operational phase of the Project, local labor would also be required for the ongoing maintenance of the facility. The construction and operations of the facility would also create demand for equipment and services from the local community that the property currently does not require. Specifically, the National Renewable Energy Laboratory (NREL) Jobs and Economic Development Model estimates that the Project would spend approximately \$53,000 a year on local labor and approximately \$35,000 a year on materials and equipment during the operational phase of the Project. The Project would also provide significant tax revenue to the County. Through the PILOT program, solar projects property taxes are set at a rate of \$7,000 per MWac. Based on the Project system size of ten (10) MWac, the Project would provide \$70,000 in property tax revenue annually to Clackamas County. Since, the Project would not add additional impacts to County resources, the property taxes paid would be nearly entirely additive to the County budget.

The property is currently under an agricultural exception for property taxes which reduces the property taxes to a negligible amount on an annual basis. The Project would cause the agricultural exception to be removed for the project area and lead to an increase in the property taxes collected from the property. While the project area currently has an approximate tax liability of \$1,000 dollars annually, the Project would be assessed at \$7,000/MWac for a total of \$70,000 annually in property taxes. Since, the Project would not add additional impacts to County resources, the property taxes paid would be nearly entirely additive to the County budget.

3. Minimal loss of productive resource land. As noted earlier, this 72.69 acres of high-value farmland is not, nor has it been in recent past, in any type of agricultural production. While one could theoretically argue that the land, with mapped Class 3 soils *could* be productive if one wanted to cultivate it, the fact remains that over for whatever reasons, this land has not been in agricultural production for at least 20 years. Further, the land will be put back into productive state at the end of the life of

this project. So not only is this project resulting in no loss of actively productive farmland, but it is only a temporary change on use on the land, which will be returned to its existing state at the end of the life of the project, at which point someone could put it into production should they desire.

4. Lost resource productivity and values. Similar to the previous argument, it is unlikely that there is any loss of productivity and value because the property is not currently productive and will be returned to its current state at the end of the life of the project.
5. Specific transportation and resource advantages. In this instance, the Board finds it appropriate to argue that the specific transportation advantage can relate the transport of the energy. Specifically, this project would produce renewable energy locally in Clackamas County and that energy will be consumed in Clackamas County. This will reduce the amount of energy transferred to Clackamas County over high transmission lines from long distances, which will, in turn be more efficient because energy is lost the farther it travels in electrical lines.

In summary, OAR 660-004-0022 does not require compliance with all three of the reasons listed in this section; rather it is a list of acceptable reasons. And despite the fact that there remains some debate about whether the proposed facility is considered rural industrial development, it does meet the standard to justify the need under both the rural industrial reasons identified in subsection (3)(c), as well as the reasons identified under subsection (1) (a)(B), as the project specificity addresses Goal 13 and energy needs and priorities addressed in the 2015-2017 State of Oregon Energy Plan and has demonstrated why there is a need to site this facility on or near the location of the subject property.

The Board finds that the applicant has demonstrated through substantial evidence that this criterion is met.

- b. *“Areas that do not require a new exception cannot reasonably accommodate the use.”* This portion of the rule requires consideration of possible alternative locations for the use that would not require a new exception; in other words, existing exception areas or other locations inside an existing UGB. Regarding the scope of the alternatives analysis; OAR 660-004-0030(2)(b)(C) provides that *“Initially, a local government adopting an exception need assess only whether those similar types of areas in the vicinity could not reasonably accommodate the proposed use. Site specific comparisons are not required of a local government taking an exception unless another party to the local proceeding describes specific sites that can more reasonably accommodate the proposed use. A detailed evaluation of specific alternative sites is thus not required unless such sites are specifically described, with facts to support the assertion that the sites are more reasonable, by another party during the local exceptions proceeding.”*

Based on the requirement of this rule the applicant prepared an alternatives analysis, to which supplemental information was provided by both the Department of Land Conservation and Development (DLCD) and the applicant (see Order Exhibit B, Attachment 1). Findings from these analyses and oral testimony received at the Planning Commission and Board of County Commissioners public hearings follow.

To understand an analysis of alternative areas or sites, the minimum site requirements need to be established. The minimum requirements for an alternative site to locate the 10 megawatt photovoltaic solar generating facility, including:

- Maximum of 2 miles from the Estacada substation (further becomes economically prohibitive because of increasing interconnection costs)
- Minimum of 60-70 acres
- Relatively free to physical constraints, flooding hazards
- Maximum slope of 5%.

To meet the standard in OAR 660-004-0020 (2)(b), the exception must meet the following requirements:

(A) The exception shall indicate on a map or otherwise describe the location of possible alternative areas considered for the use that do not require a new exception. The area for which the exception is taken shall be identified.

The applicant provided maps and descriptions of the study area (2 miles around the Estacada substation and all sites identified within that area that contained more than 60-70 acres (Order Exhibit B, Attachment 1). This criterion is met.

(B) To show why the particular site is justified, it is necessary to discuss why other areas that do not require a new exception cannot reasonably accommodate the proposed use. Economic factors may be considered along with other relevant factors in determining that the use cannot reasonably be accommodated in other areas. Under this test the following questions shall be addressed:

(i) Can the proposed use be reasonably accommodated on nonresource land that would not require an exception, including increasing the density of uses on nonresource land? If not, why not?

The applicant provided an analysis of all the sites of large enough size within the identified study area and concluded that the study area does not contain any tract of non-resource land, non-high value land outside of urban areas or non-arable agricultural land that satisfies the locational factors necessary to feasibly site a facility comparable to the Solar Project. Thus, there are no tracts within the alternatives analysis study area that can reasonably accommodate the Solar Project without a goal exception.

The Board concurs with that finding based on the following:

1. Outside urban areas, there are two scenarios in which a solar facility of comparable size and generation capacity to the project can be sited without a goal exception: (i) on non-arable agricultural land; and (ii) on non-resource land.
2. Based on the table identifying all the potential alternative sites (found in Order Exhibit B, Attachment 1), the only sites large enough to

accommodate the proposed project that are not located on resource land (EFU or TBR) are located inside the city of Estacada (see pgs. 23 to 24 of this report for discussion of properties inside urban growth boundary). All of the sites identified outside the UGB would require a similar Exception to either Statewide Planning Goal 3 (Agriculture) or Goal 4 (Forest).

3. In terms of non-arable agricultural land, the applicant provided an analysis of the soil types and usage found that the majority of the EFU-zoned alternative sites were comprised of high-value soils and in agricultural productions. The three EFU sites that the applicant was not certain whether the goal exception would be required, were eliminated from the analysis for site configuration and/or topographical issues. It is worth noting that any power generation facility locating in the Timber (TBR) zone or the Ag/Forest (AGF) zone that is larger than 10 acres requires a Goal 4 Exception, regardless of land capabilities.
4. Further, “public utility facilities” are allowed with a Conditional Use permit, on non-resource lands in the county if zoned Rural Commercial (RC), Rural Industrial (RI) or RRFF-5 (Rural Residential). Given the fact that most rural residential lands were initially zoned as such because of their parcelization and actual residential usage of the properties, the Board finds it is “*fair to generalize*” that rural residential areas typically are too heavily parcelized to accommodate the proposed uses and that given the generally higher cost of residential land, to assemble enough land to create a minimum 60-70 acre parcel, would be cost prohibitive. The same would hold true for the sites within the study area that are zoned RC or RI. Generally speaking, the county has very little land zoned RC or RI, and parcels with either of those zoning designations are typically much smaller than 60-70 acres and are not in such an abundance that they could be assembled to develop. Within the identified study area, there are no parcels zoned rural industrial and only three (totaling less than four acres combined) that are zoned rural commercial. No opponents identified any properties or groups of properties in any of these rural zones that might be suitable for the proposed project, so no additional site-specific analysis need occur.

Based on the above, the Board finds that indeed the proposed project cannot be reasonably accommodated on non-resource land that would not require an exception, nor are there any tracts or resource lands within the study area on which the project could be sited without having to obtain a Goal Exception.

This criterion is satisfied.

- (ii) *Can the proposed use be reasonably accommodated on resource land that is already irrevocably committed to nonresource uses not allowed by the applicable Goal, including resource land in existing unincorporated communities, or by increasing the density of uses on committed lands? If not, why not?*

The Board finds it is easy to address this criteria.

1. Because of the specific nature of the Goal Exception requirements under OAR 660-033-0130(38), whether or not an alternative site on resource land is already committed to non-resource uses is fairly irrelevant. The trigger requiring the goal exception is simply soil capability and size. It is reasonable to conclude that because committed lands would require the same goal exception cannot be assumed to any more “reasonably accommodate” the use than the subject property; and
2. There are no unincorporated communities within or near the study area identified for this project. The closest unincorporated communities are over 5 miles (as the crow flies) from the subject and the Estacada substation. This distance puts them well outside the 2-mile maximum identified for a financially-feasible project.

This criterion is satisfied.

(iii) Can the proposed use be reasonably accommodated inside an urban growth boundary? If not, why not?

Two areas were identified in the applicant’s alternatives analysis that are large enough to accommodate the project are located within the City of Estacada’s UGB, and actually within the city limits. Both these areas are primarily zoned R1 – a city zoning district intended for low density residential development and have multiple owners including the Estacada School District.

In addition to those two areas, DLCD identified two additional areas within Estacada’s UGB, for which additional consideration was requested. These areas – “Area 1” and “Area 2” – are identified on a map found in Order Exhibit B, Attachment 1. The Board finds that neither Area 1 nor Area 2 represent reasonable alternative sites for the proposed facility for the following reasons:

- Area 1. Area 1 contains a total of approximately 151 acres. Of the total 151 acres, approximately 72 acres are zoned EFU, approximately 40 are zoned MI (light industrial), and approximately 39 acres are zoned R1 (low density residential). All of the acres currently zoned EFU are designated as Single Family Residential on the Estacada Comprehensive Plan Map. This area contains 6 private residences, commercial businesses, and commercial agricultural operations across the 7 different parcels under separate ownership. Thirty-nine (39) of the acres are zoned R1. Solar generation facilities are not an allowed use in R1 zones per the Estacada City Code. Also, portions of the R1 zoned acres in the southeast portion of the area also include slopes over 15%, which is too steep to construct a solar energy facility. The 72 acres zoned EFU are designated single family residential on the Comprehensive Plan Map. Solar generation facilities would not be an allowed use per the Comprehensive Plan. The remaining acreage located

in the light industrial zone is only 40 acres, which is not enough area to locate the Project.

Further, the City of Estacada Comprehensive Plan indicates in the Goal 10 Housing Element section that the total acreage required for single family residential units to be 456 acres. A total of 474 acres has been designated on the Comprehensive Plan map for single family units. This leaves only 18 acres of not currently anticipated to be required. Since the project needs approximately 70 acres to be constructed, there is not enough surplus acreage for the in the UGB for the City to revise the Comprehensive Plan Map to allow the project to be constructed in the R-1 zone identified in Area 1. In fact, the applicant discussed the possibility of amending the Comprehensive Map R-1 areas in Area 1 to allow for the project within the UGB. The City indicated via email that the R-1 areas in Area 1, based on the Comprehensive Plan Map adjacent uses, are a logical location for residential development as planned, and that currently there is not an intention in the City to amend the Comprehensive Plan in order to slate Area 1 for anything other than residential development or to change any of the Plan's population projections.

- Area 2. Area 2 contains a total of approximately 100 acres across three parcels. Approximately 5 acres of the total 100 are zoned C1. The remaining approximately 95 acres are zoned R1. The parcels have multiple owners, one of which is the City of Estacada Public School District. Due to the zoning for these parcels, only the 5 acres zoned C1 might include a solar energy facility as an allowable use. This is not enough acreage to support the project. Additionally, the applicant discussed the possibility of amending the Comprehensive Map R-1 areas in Area 2 to allow for the Project within the UGB. The City indicated via email that 71 acres of Area 2 have recently been approved by the City Council to be subdivided and developed into 316 single family lots. The remaining acreage of Area 2 is owned by the Estacada School District and abuts an elementary school. The Estacada School District already has a concept plan for how they intend to use this area for an expansion of School District sport facilities.

Finally, it can easily be argued that, in general, a large power generation facility is not an appropriate or desired use within an urban growth boundary and is not an urban use at all. These facilities are land intensive and do not support urban goals and policies related to desired housing and employment density and efficient use of land; and they do not need access to urban services like sewer and water.

Given these factors, the Board finds that lands within an urban growth boundary (UGB), and specifically the neighboring UGB of Estacada, cannot reasonably accommodate the proposed use.

This criterion is satisfied.

(iv) *Can the proposed use be reasonably accommodated without the provision of a proposed public facility or service? If not, why not?*

No additional public facility or service is proposed.

This criterion is not applicable.

- c. *“The long-term environmental, economic, social and energy consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site.”*

The exception shall describe: the characteristics of each alternative area considered by the jurisdiction in which an exception might be taken, the typical advantages and disadvantages of using the area for a use not allowed by the Goal, and the typical positive and negative consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts. A detailed evaluation of specific alternative sites is not required unless such sites are specifically described with facts to support the assertion that the sites have significantly fewer adverse impacts during the local exceptions proceeding. The exception shall include the reasons why the consequences of the use at the chosen site are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site. Such reasons shall include but are not limited to a description of: the facts used to determine which resource land is least productive, the ability to sustain resource uses near the proposed use, and the long-term economic impact on the general area caused by irreversible removal of the land from the resource base. Other possible impacts to be addressed include the effects of the proposed use on the water table, on the costs of improving roads and on the costs to special service districts.

Based on the evidence, the analysis under this rule need only be a “*broad review*” of similar types of areas. There is not a requirement of needing an alternative sites analysis for the long-term environmental, economic, social and energy consequences for a use at the proposed site unless an alternative site is specifically described with facts to support the assertion that it has fewer adverse impacts through the review process.

The Board finds that two factors specific to the subject property make it a somewhat simple analysis to address this criterion:

1. The subject property contains not structures, relatively few trees that would need to be removed and is not now, nor has been in the recent past, in agricultural use; and
2. The size, orientation and topography of the subject property has enabled the applicants to efficiently design the site to utilize a lower-than-average number of acres that is typical for a single-axis tracking solar facility, thus creating the lowest possible impact.

Environmental Consequences: As noted previously, the subject property has not been in agricultural production for at least 20 years. It also contains relatively few trees that would have to be removed to develop the site. Therefore, developing this site with a solar facility would certainly have fewer environmental impacts than developing the sites identified in the alternatives analysis that are in agricultural production or are wooded.

Further, these types of projects have very limited impact to land and there are no impacts that are not reversible. The technology deployed can be removed from the site at the end of its lifecycle very easily with the use of hand tools and light equipment. Photovoltaic sites also require very limited amounts of water. Each panel will require about a gallon of water per year cleaning purposes. This equates to a lower water requirement than very low density residential development. The project therefore will not impact the water table.

By design, photovoltaic solar generation facilities create minimal impacts and do not permanently impact the land. The construction of the proposed project involves driving posts supporting the solar panel arrays, with minimal soil compaction or topsoil removal. Upon decommissioning, the property will be returned to substantially the same condition and will be again suitable for and capable of supporting agricultural activity. In other words, in general, this type of facility has minimal environment consequences but siting the proposed project on the subject property, which is able to design the site more efficiently than other properties with different shape and orientation ensures those impacts and consequences are the same or lower than other properties, that would likely require more acreage to site a 10-megawatt facility.

Economic and Social Consequences: To address economic and social consequences, the Board finds it compelling that the project:

- Requires no specific services and will not adversely impact the transportation system. While the Project does not impose a significant demand on public services, it will nevertheless support the tax base to provide such services. The Project will significantly add to the local property tax base (estimated at \$70,000 per year or based on the proposed 10 MWac project size); and
- Proposes leaving existing landscaping/vegetation in place to mitigate visual impacts from SE Rice Lane and from the residential area to the west of the Project site. The maximum height of the solar panels is roughly 6-7 feet, which would allow for the landscaping to completely obscure the Project from public view and remove the concern of visual impact.

The project would have a positive economic effect because of temporary jobs created and longer-term increases in taxes generated. It is reasonable to assume that any other site on which the facility would be developed would have a similar economic impact, but there is no reason or evidence to believe another site would be have a better economic consequences than the subject.

With respect to social consequences, it is important to note that the subject property is in a location surrounded primarily by large, vacant parcels. The few homes that are in the vicinity of the project will benefit from the visual screening to ensure impacts are

minimized. Again, there is no reason or evidence to believe another site would be have a better social consequences that the subject, rather other sites are likely to have more development, agricultural activities and homes than are found around the subject.

Energy Consequences: The proposed project will reduce the County's and the state dependence on high-cost nonrenewable, inefficient and out-of-state sources of energy. The Project will benefit the public health and safety of the people of Clackamas County and is aligned with many local and statewide goals. Solar photovoltaic projects are known for their clean, non- pollutant technology.

Although it could be argued that a solar facility in any location would have the same energy consequences, the threshold for this criterion is that the development on the subject not generate "significantly more adverse impacts." Having a similar impact meets the intent of this criteria.

Conclusion: The Board finds that it is reasonable to conclude that the proposed use would not generate significantly more adverse ESEE impacts than would typically result from the same proposal being located in another area requiring a goal exception.

This criterion is satisfied.

- d. *"The proposed uses are compatible with other adjacent uses or will be so rendered through measures designed to reduce adverse impacts." The exception shall describe how the proposed use will be rendered compatible with adjacent land uses. The exception shall demonstrate that the proposed use is situated in such a manner as to be compatible with surrounding natural resources and resource management or production practices. "Compatible" is not intended as an absolute term meaning no interference or adverse impacts of any type with adjacent uses.*

The area surround the subject property consists of wooded areas and uncultivated farmland to the west, north and east and rural residences to the east along SE Duus Rd and south, across SE Duus Rd. This criteria does not require the use not have any impacts; it requires that any impacts from the development must be able to be mitigated in order to make the development compatible with neighboring uses.

Regarding this criterion, the applicant contends the proposed photovoltaic solar power generation facility is a passive use that does not impact surrounding uses of any kind. They do not emit smells or sounds that are audible beyond the project fence. Once construction is complete, traffic to the Project site is minimal. The Project will leave existing landscaping outside the perimeter security fence in place along SE Duus Road and along the eastern property line in order to provide a visual screen from the project site. This will mitigate any concerns about viewing the project after construction.

The Board agrees and finds that there is no evidence to suggest that a freestanding solar array will substantially limit or impair surrounding forest or farm operations or nearby residences. No additional measures would be necessary to reduce adverse impacts.

This criterion is satisfied.

3. *If the exception involves more than one area for which the reasons and circumstances are the same, the areas may be considered as a group. Each of the areas shall be identified on a map, or their location otherwise described, and keyed to the appropriate findings.*

The exception does not involve more than one area for which the reasons and circumstances are the same.

This criterion is not applicable.

4. *For the expansion of an unincorporated community described under OAR 660-022-0010, including an urban unincorporated community pursuant to OAR 660-022-0040(2), the reasons exception requirements necessary to address standards 2 through 4 of Goal 2, Part II(c), as described in subsections (2)(b), (c), and (d) or this rule, are modified to also include 660-004-0020(4)(a) through (b).*

This “Reasons” Exception is not within an unincorporated or urban unincorporated community.

This criterion is not applicable.

(C) Summary of Findings for the “Reasons” Exception

The Board finds that the applicable criteria for a “Reasons” exception to Goal 3 have been satisfied by the applicant and the evidence in the record...

SECTION 3.3. OTHER APPLICABLE STATUTES AND RULES FOR SITING A SOLAR FACILITY IN EFU

(A) Oregon Administrative Rule 660, Division 33:

Oregon Administrative Rule, 660 Division 33 (Agriculture) contains provisions specific to photovoltaic solar power generation facilities, arrived at in this case through conditional use criteria in the EFU Zone Table 401-1, Utility and Solid Waste Disposal Facility Uses. Division 33 applies to a multitude of fact circumstances and as such is lengthy. The Board sees no benefit responding to inapplicable portions of Division 33 and has instead culled through the language and addresses only provisions relevant to this proposal.

OAR 660-033-0130(38): *A proposal to site a photovoltaic solar power generation facility shall be subject to the following definitions and provisions:*

(e) “Photovoltaic solar power generation facility” includes, but is not limited to, an assembly of equipment that converts sunlight into electricity and then stores, transfers, or both, that electricity. This includes photovoltaic modules, mounting and solar tracking equipment, foundations, inverters, wiring, storage devices and other components.

Photovoltaic solar power generation facilities also include electrical cable collection systems connecting the photovoltaic solar generation facility to a transmission line, all necessary grid integration equipment, new or expanded private roads constructed to serve the photovoltaic solar power generation facility, office, operation and maintenance buildings, staging areas and all other necessary appurtenances. For purposes of applying the acreage standards of this section, a photovoltaic solar power generation facility includes all existing and proposed facilities on a single tract, as well as any existing and proposed facilities determined to be under common ownership on lands with fewer than 1320 feet of separation from the tract on which the new facility is proposed to be sited. Projects connected to the same parent company or individuals shall be considered to be in common ownership, regardless of the operating business structure. A photovoltaic solar power generation facility does not include a net metering project established consistent with ORS 757.300 and OAR chapter 860, division 39 or a Feed-in-Tariff project established consistent with ORS 757.365 and OAR chapter 860, division 84.”

The proposal meets the definition of “photovoltaic solar power generation facility.” The proposed facility will be located on nearly all of the 72.69-acre site and is expected to produce as much as ten (10) megawatts alternating current (MWac) of renewable electric power. The facility will be interconnected with the Portland General Electric Company’s distribution system via connection to existing power lines located adjacent to the site. The facility infrastructure will include solar arrays on steel racking, consisting of photovoltaic modules oriented toward the south (generally) and placed upon a single-axis tracking system, inverters (to allow for transmission to the utility grid), connections to the existing power lines, as well as necessary access and safety features (including access roads, perimeter roads, and fencing.

(f) “For high-value farmland described at ORS 195.300(10), a photovoltaic solar power generation facility shall not preclude more than 12 acres from use as a commercial agricultural enterprise unless an exception is taken pursuant to ORS 197.732 and OAR chapter 660, division 4.

The subject parcel is composed of approximately 64 acres of Class 3 soils and approximately 7 acres of Class 4 soils, per the NRCS, which means that nearly 90% of the soils mapped on the property are considered “high-value,” per ORS 195.200(10). The property is not used for agricultural operations, but is still considered “high-value farmland” under the statutory definition because it is “*composed predominantly*” of “high-value” soils.

As noted previously, the proposed project will encompass more than 12 acres of high-value farmland, and therefore is required to take an exception to Statewide Planning Goal 3. As discussed in detail in Section 3.2 (above), it has been demonstrated that this proposal meets all the applicable criteria for the Reason’s Exception to Goal 3.

The governing body or its designate must find that:

(A) “The proposed photovoltaic solar power generation facility will not create unnecessary negative impacts on agricultural operations conducted on any portion of

the subject property not occupied by project components. Negative impacts could include, but are not limited to, the unnecessary construction of roads dividing a field or multiple fields in such a way that creates small or isolated pieces of property that are more difficult to farm, and placing photovoltaic solar power generation facility project components on lands in a manner that could disrupt common and accepted farming practices;”

The proposed photovoltaic solar power generation facility will locate on virtually the entire property. However, there are not currently, nor do there appear to have been in recent past, any agricultural operations being conducted on the property. The proposed facility will not interfere with the existing agriculture endeavors on site.

This criterion is met.

(B) “The presence of a photovoltaic solar power generation facility will not result in unnecessary soil erosion or loss that could limit agricultural productivity on the subject property. This provision may be satisfied by the submittal and county approval of a soil and erosion control plan prepared by an adequately qualified individual, showing how unnecessary soil erosion will be avoided or remedied and how topsoil will be stripped, stockpiled and clearly marked. The approved plan shall be attached to the decision as a condition of approval;”

The applicant notes that the project will help to reduce soil erosion by complying with the Oregon Department of Environmental Quality 1200C permit during construction and by maintaining a base of standing vegetation through the site during the operational phase of the Project. Further, the Board finds that this criterion can be satisfied with the condition of approval to include and comply with the findings of a Plan which indicates that unnecessary soil erosion will be avoided or remedied. **This criterion can be met.**

(C) “Construction or maintenance activities will not result in unnecessary soil compaction that reduces the productivity of soil for crop production. This provision may be satisfied by the submittal and county approval of a plan prepared by an adequately qualified individual, showing how unnecessary soil compaction will be avoided or remedied in a timely manner through deep soil de-compaction or other appropriate practices. The approved plan shall be attached to the decision as a condition of approval;”

The applicant notes that construction or maintenance activities will not result in unnecessary soil compaction that reduces the productivity of soil for crop production. Light utility vehicles and other track-mounted equipment will be deployed for the construction of this Project. The majority of the installation of equipment is done manually with hand tools and construction laborers that are on foot. There is actually very limited ground disturbance for the acreage of the Project and further, our lease requires that we reclaim the site at the end of its lifecycle.

The applicant did not provide a plan related to soil compaction, but indicated a

willingness to do so. The Board finds that this criterion can be satisfied with the condition of approval to include and comply with the findings of a Plan that includes measures to avoid unnecessary soil compaction or to remedy it in a timely manner through de-compaction.

This criterion can be met.

(D) "Construction or maintenance activities will not result in the unabated introduction or spread of noxious weeds and other undesirable weed species. This provision maybe satisfied by the submittal and county approval of a weed control plan prepared by an adequately qualified individual that includes a long-term maintenance agreement. The approved plan shall be attached to the decision as a condition of approval;"

The applicant submitted a preliminary weed control plan which contains measures they plan to take to prevent the unabated introduction or spread of noxious weeds and other undesirable weed species. The Board finds that in order to satisfy this criterion, the weed control plan will need to provide more specific measures and a long-term maintenance agreement, particularly given the discovery of a large wetland area on the site. However, this criterion can be satisfied with the addition of a condition of approval to include and comply with a more detailed weed control plan and long-term maintenance agreement.

This criterion can be met.

(E) "The project is not located on high-value farmland soils unless it can be demonstrated that:

(i) Non high-value farmland soils are not available on the subject tract;

(ii) Siting the project on non-high-value farmland soils present on the subject tract would significantly reduce the project's ability to operate successfully;
or

(iii) The proposed site is better suited to allow continuation of an existing commercial farm or ranching operation on the subject tract than other possible sites also located on the subject tract, including those comprised of non-high-value farmland soils; and"

The use of the term "or" in this criterion means that only one of (i), (ii), or (iii) need to be met to justify locating the project on high-value farmland soils. The Board finds that criterion (ii) is the only provision relevant in this case since non high-value farmland soils do exist on the property and there is no existing commercial farm or ranch operation to continue (recall, the site is not nor has in recent past, been in any kind of agricultural production).

The subject parcel contains only approximately 7 acres on non-high-value farmland. The project will utilize that land but will need to locate on the high-value farmland soils as well. As discussed in detail in Sections 3.2, the proposed project, in order the maximize efficiencies and the existing capacity of the Estacada Substation,

needs to be at or near a 10 megawatt facility. In addition, per the National Renewable Energy Laboratory (NREL), single axis tracking projects require an average of 8.7 to 10 acres ore MWac. The subject project is able to improve on the NREL study averages, with a total size of approximately 70 acres, partly due to the rectangular shape and north-south orientation of the subject property.

In other words, the proposed facility reflects a more efficient use of the land than average facilities of the same type, but even using this efficiency, it cannot possibly locate only on the seven non high-value farmland soils on the subject property, and maintain the needed efficiencies of the 10 MWac size.

This criterion is met.

- (F) *“A study area consisting of lands zoned for exclusive farm use located within one mile measured from the center of the proposed project shall be established and:*
- (i) *If fewer than 48 acres of photovoltaic solar power generation facilities have been constructed or received land use approvals and obtained building permits within the study area, no further action is necessary.*
 - (ii) *When at least 48 acres of photovoltaic solar power generation have been constructed or received land use approvals and obtained building permits, either as a single project or as multiple facilities within the study area, the local government or its designate must find that the photovoltaic solar energy generation facility will not materially alter the stability of the overall land use pattern of the area. The stability of the land use pattern will be materially altered if the overall effect of existing and potential photovoltaic solar energy generation facilities will make it more difficult for the existing farms and ranches in the area to continue operation due to diminished opportunities to expand, purchase or lease farmland or acquire water rights, or will reduce the number of tracts or acreage in farm use in a manner that will destabilize the overall character of the study area.”*

There applicant provided a map and recent aerial photo that visually demonstrates there are no solar facilities constructed within the required study area. Through a search of recent land use applications for solar facilities, County Planning staff confirmed that there are no constructed or approved solar facilities within one mile of the proposed project. **No further study is necessary under this criterion.**

- (i) *“The county governing body or its designate shall require as a condition of approval for a photovoltaic solar power generation facility, that the project owner sign and record in the deed records for the county a document binding the project owner and the project owner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices as defined in ORS 30.930(2) and (4).”*

This condition has been included in the required Conditions of Approval. **This**

criterion can be met as conditioned.

(j) "Nothing in this section shall prevent a county from requiring a bond or other security from a developer or otherwise imposing on a developer the responsibility for retiring the photovoltaic solar power generation facility."

The applicant has identified the project life as a minimum of 20 years. As a condition of approval, Pacific Northwest Solar, LLC would be responsible for retiring the facility by removing it from the site within six months of the end of the project life and returning the site to its pre-project state. Given the salvage value at the end of the useful life, a bond or other security for retiring the components is not likely necessary.

This criterion can be met as conditioned.

(B) Statewide Planning Goals and Guidelines

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

This is a quasi-judicial land use application. The Clackamas County Comprehensive Plan and Section 1300 of the Zoning and Development Ordinance (ZDO) contain adopted and acknowledged procedures for citizen involvement and public notice. This application has been processed consistent with the requirements in Section 1300 including notice to individual property owners within 750 feet of the subject property, notice in the local newspaper, and notice to affected agencies, dual interest parties and to the Eagle Creek/Barton CPO. Public hearings will be held before the Clackamas County Planning Commission and Board of County Commissioners, which provides an opportunity for additional citizen involvement and input. The Department of Land Conservation and Development (DLCD) was notified of this proposal and participated via written and oral testimony.

This application is consistent with Goal 1.

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

Goal 2 requires coordination with affected governments and agencies. Notice of this application has been provided to the following agencies and governments for comments: Eagle Creek/Barton CPO, Estacada Rural FD, Oregon Department of Agriculture, Portland General Electric, Division of State Lands (DSL), and the Department of Land Conservation and Development (DLCD).

The subject property is not located within the Urban Growth Management Area (UGMA) of any city. Therefore, this application will not affect the Comprehensive Plan of any city.

Goal 2 requires that all land use actions be consistent with the acknowledged Comprehensive Plan. The background information and findings provided by the applicant

and within this report, and comments received from agencies and interested parties provide an adequate factual base for rendering an appropriate decision. Based on the analysis and findings in this document, the Board finds that proposal is consistent with the County Comprehensive Plan.

This proposal does require an exception under Goal 2. As discussed in Section 3.2 of this document, this proposal meets all the relevant criteria for the goal exception and therefore the proposal in compliance with this goal.

This application is consistent with Goal 2.

- c. Goal 3: Agricultural Lands. *To preserve and maintain agricultural lands.*

The subject property is considered Agricultural land as defined in the Statewide Planning Goals or County Comprehensive Plan. The proposed use is consistent with Goal 3 because it will not permanently convert agricultural lands to non-agricultural lands but will be a long-term lease without permanent damage to the soils on the site. The proposal exceeds the threshold allowed under OAR 660-033-0130(38); however and therefore an exception has been sought. As discussed previously, the current proposal meets the required criteria for the goal exception.

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

The subject property is not considered Forest land as defined in the Statewide Planning Goals or County Comprehensive Plan.

Goal 4 is not applicable.

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

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

There are no Goal 5 resources identified in the Comprehensive Plan located on the subject property.

Goal 5 is not applicable.

- f. Goal 6: Air, Water and Land Resources Quality. *To maintain and improve the quality of the air, water and land resources of the state.*

The County Comprehensive Plan and ZDO include adopted implementing regulations to

protect the air, water and land resources. The County also has implementing regulations to accommodate all waste and process discharges in order to protect watersheds, airsheds and land resources. These regulations will be applied to any future development proposals on the property and to ensure the protection of the affected air, water and land resources. No changes are proposed to these regulations.

Goal 6 is not applicable.

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

The subject property is not located within any designated floodplain area. According to the Department of Mineral Industries (DOGAMI) maps the property does contain an area of landslide deposit. The County has implementing regulations to ensure the protection of areas subject to natural disasters. No changes are proposed to these regulations.

Goal 7 is not applicable.

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

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

Goal 8 is not applicable.

- i. Goal 9: Economy of the State: *"To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare and prosperity of Oregon's citizens."*

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

OAR 660-009 (Industrial and Commercial Development) implements Goal 9. Pursuant to OAR 660-009-0010(1) the requirements and standards in OAR 660-009 are only applicable to areas within urban growth boundaries. Therefore OAR 660-009 is not applicable.

Goal 9 is not applicable.

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

This proposal does not include any housing; therefore Goal 10 is not applicable.

Goal 10 is not applicable.

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

This proposal will not require the extension of any new public facilities to support rural industrial uses; therefore Goal 11 is not applicable.

Goal 11 is not applicable.

- k. Goal 12: Transportation: *To provide and encourage a safe, convenient and economic transportation system."*

Goal 12 is implemented by Oregon Administrative Rules Chapter 660, Division 12, the Transportation Planning Rule (TPR). Regulations described in the TPR are largely directed at the development of a jurisdiction's Transportation System Plan (TSP) as a whole or at a land use regulation and land use changes that affect the transportation system.

OAR 660-012-0060 outlines the TPR requirements that are applicable in consideration of a proposed change in Comprehensive Plan and relates specifically to a determination about whether a proposal would significantly affect an existing or planned transportation facility.

The proposed project consists of an unmanned power generation facility which is expected to generate an estimated four trips per year to the site for maintenance and inspections and therefor the Board finds that the proposed project will not affect the transportation facilities because it will not result in any significant effect on the county's transportation facilities.

Goal 12 is satisfied.

- l. Goal 13: Energy Conservation: *To conserve energy.*

The proposed amendments do not include any changes to the county's Comprehensive Plan policies or implementing regulations regarding energy conservation and compliance with Goal 13. However, being a facility that will produce renewable solar energy locally in Clackamas County and that energy will be consumed in Clackamas County, it will reduce the amount of energy transferred to Clackamas over high transmission lines from long distances. It will also create renewable energy that will be wholesaled to Portland General Electric for use by the general public and the energy generated by the project represents a direct offset of traditional energy generation for renewable energy generation without any increased costs to the public. The attributes of the proposal serve to further the requirements under Goal 13 to utilize renewable resources "whenever possible" and to "seek to minimize the depletion of non-renewable sources of energy," as is discussed in detail in Section 3.2 of this report.

This application is consistent with Goal 13.

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

The subject property is located outside of Estacada's urban growth boundary (UGB). This proposal does not involve a change in the location of the UGB, a conversion of rural land to urban land, or urbanizable land to urban land.

Goal 14 is not applicable.

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

The subject property is not located within the Willamette River Greenway.

Goal 15 is not applicable.

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

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

The Board finds that this application is consistent with all applicable Statewide Planning Goals.

(C) County Comprehensive Plan Policies

The Board finds that this proposal is consistent with the relevant portions of the Comprehensive Plan, as summarized below.

- a. Chapter 11 (The Planning Process): This section of the Comprehensive Plan (Plan) contains a section titled *City, Special District and Agency Coordination*. The Oregon Department of Transportation, the Oregon Department of Land Conservation and Development, several special service districts and all cities within the county are on a standing list to receive notice of all proposed amendments. This level of notification furthers the goals and policies of this section of the Plan.

Chapter 11 of the Plan also contains a section entitled *Amendments and Implementation*. This section contains procedural standards for Plan amendments, requires the Plan and the ZDO to be consistent with Statewide Planning Goals and Guidelines and Metro's Urban Growth Management Functional Plan, and requires the ZDO to be consistent with the Plan. Policy 3.0 establishes the procedural standards. The process followed for Z0067-17-CP and Z0068-17-Z is in compliance with these standards. Specifically, notice was mailed to potentially affected Community Planning Organizations and Hamlets at least 35 days before the scheduled public hearing, and the Department of Land Conservation and Development and ODOT were provided with an opportunity to review and comment on the proposed amendments. Advertised public hearings are

scheduled before the Planning Commission and the Board of County Commissioners to consider the proposed amendments.

- b. Chapter 3, Natural Resources and Energy: Policy 1 from “Agriculture, Energy Sources and Conservation” encourages alternative energy source development. Preservation of natural resources, including water resources, habitat conservation, wildlife and distinctive resource areas are found in multiple policies in this Chapter. Development of renewable energy sources such as photovoltaic solar as proposed through this application satisfies many Plan policies. In addition,
- Agriculture, Goal 2 states, “*Maintain the agricultural economic base in Clackamas County and the State of Oregon.*” As noted, the project will not cause any negative impact to the agricultural economic base due to the proposed project site being undeveloped and not utilized for any economic production.
 - Agriculture, Goal 4 states, “*Maintain and improve the quality of air, water, and land resources.*” The Project will support this goal by maintaining water quality through maintaining the existing ground cover on the project site during the operational period of the project and it will assist with improving air quality by producing clean renewable energy for use by the local population in place of traditional carbon based energy sources.
 - Energy Sources and Conservation, Goal 1 states, “*Conserve energy and promote energy efficiency through source development, recycling, land use and circulation patterning, site planning, building design and public education.*” The project will promote this goal by utilizing currently undeveloped land to create renewable solar energy for use by the local population.
- c. Chapter 4, Land Use: The subject property is designated Agriculture on the Comprehensive Plan map. The Agriculture Land Use Section in Chapter 4 of the Comprehensive Plan implements the Agriculture Plan Designation.
- As discussed throughout this report, this solar power generation facility is not expected to conflict with existing or future EFU related uses on the subject property or surrounding lands.
 - Agriculture, Goal 2 states, “*Protect agricultural land from conflicting uses, high taxation and the cost of public facilities unnecessary for agriculture.*” The Project is not a conflicting use with neighboring agricultural uses due to the passive nature of the facility. Additionally, the project will not require the construction of additional public facilities that could put future pressure on agricultural land uses
- d. Chapter 5, Transportation: Policy 20 appears to apply in this case: “*....anticipated off-site impacts caused by new development....*” As noted previously, only minor additional traffic will be generated by the proposed use.

This proposal is consistent with all applicable Comprehensive Plan goals and policies.

SECTION 3.4. CONDITIONAL USE PERMIT

This application is subject to Clackamas County Zoning and Development Ordinance (ZDO) Section(s) 401, 1002, 1003, 1005, 1006, 1007, 1008, 1010, 1015, 1203, ORS 215.296 and OAR 660-033-0130 (38); and the Comprehensive Plan.

(A) Compliance with ZDO Section 1203 (Conditional Use)

1. Subsection 1203.04 of the Zoning and Development Ordinance lists the information that must be included in a complete application for a conditional use permit.

This application includes a completed land use application form, site plan, application fee and completed supplemental application addressing the criteria in Section 1203 of the ZDO. The application also includes a description of the proposed use and vicinity map. A Preliminary Statement of Feasibility relative to surface water management was submitted, dated March 30, 2017. All the submittal requirements under Subsection 1203.04 are included in the application. The application was submitted on February 21, 2017 and supplemental information was added to the application on March 30, 2017, May 5, 2017 and June 22, 2017.

The submittal requirements of Subsection 1203.04 are met.

2. Subsection 1203.03 of the Zoning and Development Ordinance (ZDO) lists six criteria that must be satisfied in order to approve this Conditional Use.

*A. **Subsection 1203.03(A):** The use is listed as a conditional use in the zoning district in which the subject property is located.*

1. The subject property is zoned EFU (Exclusive Farm Use). Section 401 of the ZDO controls land uses in the underlying EFU zoning district. Table 401-1, lists the conditional uses which are allowed. Under Table 401-1, page 401-9 “Photovoltaic solar power generation facilities as commercial utility facilities for the purpose of generating power for public use by sale, subject to OAR 660-033-0130(38)” and to ZDO Section 401.05(A)(1).

This proposal is for a photovoltaic solar power generation facility. The proposed use qualifies as a listed conditional use under Section 401, Table 401-1. All applicable criteria under OAR 660-033-0130(38), including the Exception to Goal 3 are

analyzed in previous sections of this document (Section 3.2 and Section 3.3). The Board has found this proposal to be consistent with all applicable criteria cited in those sections.

2. This proposal includes a request for a Conditional Use permit for a photovoltaic solar power generation facility on approximately 72 acres. The solar facility will consist of approximately 35,000 photovoltaic modules mounted on six-foot high steel racking support structures set in rows. The entire site will be secured with a six-foot fence, with a single, gated access for vehicles. Once constructed, the facility will be unmanned except for occasional maintenance visits.

B. Subsection 401.05(A)(1) (see also OAR 660-33-0130-(5)(a)(b)) – Approval Criteria for Specific Uses:

“Uses may be approved only where such uses:

- a. *Will not force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; and*
- b. *Will not significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use.”*

Once the construction phase of the project is completed, the proposed facility is considered passive. The facility will not emit smells, sounds, or other emissions. Additionally, the project will not be effected by any farm or forest practices adjacent or nearby to the site, and therefore will not cause a change any farm or forest practices. Further, there are no adjacent agricultural operations to the project. Therefore, the proposed Project will not impact farm or forest uses outside the boundary of the Project.

In addition, the land under the approximately 70- acre project can be converted back to suitable farm land after the lifespan of the facility and will not permanently be taken out of resource use. Construction and maintenance activities would not result in unnecessary soil compaction that reduces the productivity of the soil for crop production after the lifespan of the facility. All traffic during the construction phase will be coordinated with the county road department and adjacent landowners as needed to minimize adverse impact to the local traffic. Traffic for ongoing operations (maintenance or inspection activities) is expected to be minimal, with an estimated four trips per year to the site.

The Board finds that although the applicant would be using nearly 72 acres of land identified as farmland for the proposed project, these acres would not be taken permanently out of farm use (if they were even in farm use), but only for the life of this solar facility. No other farm or forest uses are identified on surrounding lands, but given the passive nature of the proposed use, it will not

increase the costs or change any farming or forest activities that may exist on adjacent properties.

This criterion can be met.

B. **Section 1203.03(B)**: *The characteristics of the subject property are suitable for the proposed use considering size, shape, location, topography, existence of improvements and natural features.*

1. **Size and shape**: The subject property is approximately 72.69 acres and rectangular in shape. The submitted site plans and findings demonstrate that the property is of sufficient size to accommodate the proposed facility. In fact, the size and shape and north-south orientation of the site are a key factor in being able to create an efficient layout and maximize energy produced on a per-acre basis.
2. **Topography**: The subject property is relative flat, with a slight slope from the northeast. Based on need to maximize sun exposure for the photovoltaic facility this orientation is favorable.
3. **Location/Use**: The site is north of Estacada, along the north side of SE Duus Road, approximately one-half mile east of SE Highway 224. This location has been identified as within the necessary proximity to the Estacada Substation and is adjacent to an existing distribution electrical line that can interconnect the project with “acceptable upgrade fees”. The site is currently not used for any agricultural activities.
4. **Improvements**: No improvements exist on the subject property.
5. **Natural Features**:
 - a. **Floodplain**: According to the FEMA Floodplain maps, no portion of the subject is located within a designated floodplain.
 - b. **Geologic Hazards**: The DOGAMI maps show a relatively small area of historic landslide deposit on the eastern boundary of the site. This area is not steep and could be developed with structures, although completion of a geotechnical report is recommended prior to placing any structures in this area.
 - c. **River and Stream Conservation Area (RSCA)**: The County has designated certain river and streams with minimum setbacks from the mean high water line for all structures. A regulated stream traverses the southern portion of the property from east to west and is identified on the RSCA maps as a “small stream”. As such, it

does not preclude development on the site, rather it just affects the site design in that all structures must maintain a 50-foot setback from the mean high water line.

- d. Wetlands: Despite no wetlands identified on the property on the county's inventory or the National Wetland Inventory, the applicant has discovered through a wetland delineation survey being completed that there are indeed wetlands on the property. The applicant is working with ACOE and DSL to obtain any required permitting and mitigation for the proposed development.

Summary: The Board finds that the shape, use, topographical and location characteristics of the property are suitable to accommodate the proposed use.

This criterion is met.

- C. **Section 1203.03(C)**: *The proposed use is consistent with Subsection 1007.09, and safety of the transportation system is adequate to serve the proposed use.*

1. Subsection 1007.09: Transportation Facilities Concurrency

- a. Subsection 1007.09(A): *"The purpose of Subsection 1007.09 is to ensure that transportation infrastructure is provided concurrent with the new development it is required to serve or, within a reasonable period of time following the approval of new development."*

Access to the proposed project is via SE Duus Road. Once the facility is complete, only occasional vehicle trips (less than one per month) are expected in association with the use, for purpose of maintenance and inspection. There is no evidence in the record to suggest existing transportation infrastructure is unable to serve the use.

- b. Subsection 1007.09(B): *"Shall apply to the following development applications: design review, subdivisions, partitions, and conditional uses."*

This proposal involves a Conditional Use permit, therefore this subsection applies.

- c. Subsection 1007.09(C): *"Approval of a development shall be granted only if the capacity of transportation facilities is adequate or will be made adequate in a timely manner."*

The applicant states, and the Board concurs, that the proposed project will not affect the transportation facilities because it will not result in any significant impact on the county's transportation facilities. Further, at 1007.09C(3), unmanned facilities such as cell towers are specifically exempt from this provision. The proposed development will be an unmanned facility. Based on ZDO subsection 1007.09 C3, the use qualifies for an exemption regarding transportation facilities concurrency. The principal safety concern relates to sight distances at the revised location of the driveway on the eastern corner of the site.

Based on Engineering staff's site visit, sight distance measurements and the concurrency exemption, this proposal is able to comply with the requirements of ZDO subsection 1203.03 C, with the conditions of approval identified in Section 2 of this report.

2 Safety:

- a. Subsection 1007.04(D): *“Developments shall comply with the intersection sight distance and roadside clear zone standards of the Clackamas County Roadway Standards. In addition:*
- i. *No planting, signing, or fencing shall be permitted which restricts motorists' vision; and*
 - ii. *Curbside parking may be restricted along streets with visibility problems for motorists, pedestrians, and/or bicyclists as deemed appropriate by the Department of Transportation and Development.”*

The applicant proposes a 20-foot wide driveway from Duus Road connecting to a 20-foot wide access road on the eastern boundary of the project, with two turnouts. These widths are in accordance with County standards and Engineering staff has no objection to the proposed 20-foot widths. Turn and curve radii shall comply with local Fire District requirements which require a minimum 28-foot inside radius and a minimum 48-foot outside radius for a 20-foot wide road. The applicant shall provide adequate on-site circulation for the parking and maneuvering of all vehicles anticipated to use the parking and maneuvering areas in accordance with ZDO section 1015 and applicable Roadway Standards. Development to comply with the sight distance requirements of Roadway Standards section 240, and a gate located a minimum of 20 feet from the edge of pavement. The gate shall swing away from Duus Road or shall slide parallel to the road.

This criterion can be met with conditions of approval.

- D. Section 1203.03(D): *“The proposed use will not alter the character of the surrounding area in a manner that substantially limits, impairs or precludes the use of surrounding properties for the primary uses allowed in the zoning district(s) in which surrounding properties are located.”*

- 1. Properties to the west, north and east of the property are in either farm (EFU) or forest (1BR) zones. The majority of these properties are large, containing more than 20 acres. Immediately east, along SE Duus Road are four smaller, one-acre parcels, each with a dwelling. To the south, across SE Duus Road are properties in rural residential or farm zoned, and a few properties that have annexed into the city of Estacada, but are not yet developed with homes. This criteria does not require the use not have any impacts, rather the impacts must not substantially limit, impair or preclude the use of adjacent properties for the allowed primary uses.

As has been discussed extensively, the proposed photovoltaic solar power generation facility is a passive use that does not impact surrounding uses of any kind. It does not emit smells or sounds that are audible beyond the project fence and generates very little traffic, once constructed.

The applicant has proposed to retain existing vegetation outside the perimeter security fence along SE Duus Road and along the eastern property line in order to provide a visual screen from the project site.

The Board finds there is no evidence to suggest that a freestanding solar array will substantially limit or impair surrounding forest or farm operations or nearby residences.

This criterion is met.

- E. Section 1203.03(E):** *“The proposal satisfies the goals and policies of the Comprehensive Plan that apply to the proposed use.”*

The Board has reviewed this proposal relative to the Comprehensive Plan and finds goals and policies from the following Sections apply: Chapter 3, Natural Resources and Energy; Chapter 4, Agriculture; Chapter 5 Transportation; and Chapter 11, The Planning Process. The applicant discusses Plan policies in submitted materials and concluded that the project is consistent with the Agricultural goals and policies as stated in Chapters 3 and 4 of the Clackamas County Comprehensive Plan and that the project supports the Chapter 3 goals related to Water Resources, Energy Sources and Conservation, and Noise and Air Quality.

Relevant Plan goals and policies are summarized in Section 3.3 of this report and the Board found that this proposal is consistent with all applicable goals and policies of the County’s Comprehensive Plan.

This criterion can be met.

- F. Section 1203.03(F):** *The proposed use complies with any applicable requirements of the zoning district and overlay zoning district(s) in which the subject property is located, Section 800, and Section 1000.*

(B) Compliance with Other Applicable ZDO Sections

Sections: 1002, 1003, 1006, 1007, 1008, 1010, 1015, and 1021 were reviewed.

1. Section 1002, Protection of Natural Features: Section 1002 of the ZDO sets forth the standards to implement policies of the Comprehensive Plan for the protection of natural features.

None of the natural features regulated by this section of the ZDO are present on the subject property. These standards are not applicable.

2. Section 1003, Hazards to Safety: Section 1003 of the ZDO sets forth the standards to implement policies to protect lives and property from natural or man-induced geologic or hydrologic hazards and disasters

There are no flood, fire or soil hazard areas on the subject property. And although there is an area along the eastern boundary of the property that is identified on DOGAMI's on-line landslide mapping data, this area is not identified on the source maps to which the regulation in Section 1003 apply and therefore these standards are not applicable. However, the Board recommends that the applicant have a geotechnical analysis completed prior to placing any structures on the identified landslide deposit area on the property.

3. Section 1006, Water Supply, Sanitary Sewer, Surface Water, and Utilities Concurrency: Section 1006 of the ZDO sets forth the standards, requirements and considerations that pertain to utility lines and facilities.

- a. Subsection 1006.05 – Water Supply Standards Outside The Portland Metropolitan Urban Growth Boundary And Mount Hood Urban Area.

(A) Applicants for any development permit shall specify a lawful water source for the proposed development, such as a public or community water system, certificated water right or exempt-use well.

The facility as proposed will not require water service. This criterion is not applicable.

- b. Subsection 1006.07 - Subsurface Sewage Disposal Standards.

(A) All development proposing subsurface sewage disposal shall receive approval for the system from the Clackamas County Septic & Onsite Wastewater System Programs prior to submittal of a land use application to the County for development. Said systems shall be installed pursuant to ORS 454.605-454.745 and Chapters 171, 523 and 828, Oregon Administrative Rules 340, Divisions 71 and 73 and the policies of the Clackamas County Septic & Onsite Wastewater System Programs.

The proposed use does not require subsurface sewage disposal. This criterion is not applicable.

- c. Subsection 1006.08 - Surface Water Management Standards:

(A) "All developments shall provide for positive drainage and adequate conveyance of storm and surface water runoff from roofs, footings,

foundations, and other impervious or near-impervious surfaces to an appropriate discharge point and shall:

- 1. Comply with the requirements of any special districts with surface water management regulatory jurisdiction; or*
- 2. The requirements of Section 1008 and the County Roadway Standards in areas not under the jurisdiction of a surface water management regulatory authority.*

(B) Installation of stormwater management and conveyance facilities shall be coordinated with the extension of necessary water and sanitary sewer services.

(C) Approval of a development shall be granted only if the applicant provides a preliminary statement of feasibility from the surface water management regulatory authority. The statement shall verify that adequate surface water management, treatment and conveyance is available to serve the development or can be made available through improvements completed by the developer or the system owner.

- 1. The service provider may require a preliminary storm water management plan, storm drainage report, natural resource assessment and buffer analysis prior to signing the preliminary statement of feasibility.*
- 2. In those areas that are not within a surface water management district, the preliminary statement of feasibility shall be signed by the Clackamas County Engineering Division.*
- 3. The statement shall be dated no more than one year prior to the date a complete land use application is filed and need not reserve surface water treatment and conveyance system capacity for the development.*

Engineering signed off on the Statement of Feasibility on March 30, 2017, indicating “adequate surface water treatment and conveyance is available to serve the development or can be made available through improvements completed by the developer or the system owner.” **This criterion is met.**

The standards of Section 1006 can be met.

4. Section 1007, Roads and Connectivity:

a. Subsection 1007.03 – General Provisions:

- A. The location, alignment, design, grade, width, and capacity of all roads shall be planned, coordinated, and controlled by the Department of Transportation and Development and shall conform to Section 1007, Chapters 5 and 10 of the Comprehensive Plan, and the Clackamas County Roadway Standards. Where*

conflicts occur between Section 1007, the Comprehensive Plan, and the Clackamas County Roadway Standards, the Comprehensive Plan shall control.

- B. Right-of-way dedications and improvements shall be required of all new developments, including partitions, subdivisions, multifamily dwellings, two- and three-family dwellings, condominiums, single-family dwellings, and commercial, industrial, and institutional uses, as deemed necessary by the Department of Transportation and Development and consistent with Section 1007, Chapters 5 and 10 of the Comprehensive Plan, and the Clackamas County Roadway Standards.*

Minimum frontage improvements on the Duus Road frontage include, but are not necessarily limited to, a paved driveway approach in accordance Roadway Standards Drawing D500, which shall also comply with the sight distance requirements of Roadway Standards section 240, and a gate located a minimum of 20 feet from the edge of pavement. The gate shall swing away from Duus Road or shall slide parallel to the road. Onsite improvements will require the review of construction plans by Engineering staff prior to construction, and inspection services will be required during construction. Therefore, the applicant shall obtain a Development Permit from the Engineering Division prior to the initiation of any construction activities associated with the proposed project.

The applicant shall provide adequate on site circulation for the parking and maneuvering of all vehicles anticipated to use the parking and maneuvering areas in accordance with ZDO section 1015 and applicable Roadway Standards requirements. The applicant proposes a 20-foot wide driveway from Duus Road connecting to a 20-foot wide access road. These widths are in accordance with County standards and Engineering staff has no objection to the proposed 20-foot widths. The inside radii for turns associated with an onsite perimeter road shall be a minimum of 28 feet and the outside radii shall be a minimum of 48 feet, in order to accommodate fire apparatus.

The applicant shall provide and maintain adequate intersection sight distances for the site driveway approach intersection with Duus Road in accordance with Roadway Standards section 240. A minimum of 665 feet of intersection sight distance shall be provided and maintained both easterly and westerly.

Some vegetation along the Duus Road frontage requires trimming and maintenance or removal to allow for the required intersection sight distance westerly. Easterly, at least one large tree limits the intersection sight distance to less than the minimum requirement of 665 feet. Due to the grade of Duus Road to the east and the tree's location, the tree canopy obstructs a portion of Duus Road for drivers entering onto Duus Road at the proposed driveway approach location.

In addition, without survey information the limits of the right-of-way are unknown and the tree may be in the right-of-way, on private property, or possibly

on both.

A sight line easement over the property to the east may also be required. Based on two site visits made by Engineering staff, which included measurements of sight distances, the minimum required intersection sight distances are feasible to achieve and maintain at many locations along the subject property frontage, but not necessarily at the location currently proposed by the applicant.

This criterion can be met with conditions.

5. Section 1008, Storm Drainage: This section outlines the requirements for Storm Drainage and Erosion Control. The standards of Section 1008 are applicable to this proposal.

Engineering signed off on the Statement of Feasibility on March 30, 2017 that it is feasible that the proposal can comply with the standards.

The standards of Section 1008 can be met.

6. Section 1010 Standards, Signs: This section outlines the requirements for the size, height, number, location, type, structure, design, lighting and maintenance of signs.

The applicant has no plans for permanent signage at this time. If they want to use permanent signage in the future the signs will be required to go through proper permitting. Any new signs are to be reviewed pursuant to Section 1010.

The standards of Section 1010 can be met.

7. Section 1015, Parking and Loading: This section outlines the requirements for providing adequate and safe parking and loading areas for development.

- a. Section 1015.04 Automobile Parking Area Standards

Vehicle parking spaces shall meet minimum ZDO Section 1015 dimensional requirements. Table 1015-1 lists the minimum a number of parking spaces by use category. Not surprisingly the proposed use of un-manned photovoltaic facility is not included in the Table. Proposed vehicle trips associated with the use is less than one per month, by maintenance personnel. Submitted application materials show one vehicle parking space to be provided. The Board is able to find this is adequate, and the intent of Section 1015 is met as proposed.

This criterion is satisfied.

8. Section 1021, Standards, Refuse and Recycling Standards for Commercial, Industrial, and Multifamily Developments: This section outlines the standards for refuse and recycling for commercial developments.

The proposed development is an un-occupied facility. Once construction is complete there will be no need for refuse/recycling facility on site. This criterion does not apply.

9. Section 401, Exclusive Farm Use (EFU): This section outlines allowed uses, dimensional standards and other regulations specific to property with and EU zoning designation.

The proposed use on the subject property is not listed as a Prohibited Use in Section 401 of the ZDO. The proposed “Photovoltaic solar power generation facilities.....” is a listed conditional use in the underlying EFU zoning district, subject to OAR 660-033-0130(38) and Section 401.05(A)(1). Based on the analysis and findings throughout this report, it has been determined that the proposal satisfies those criteria.

The yard depth for the EFU zone are listed under Subsection 401.07. The proposed development will need to meet the minimum yard depths for structures in the EFU zone, as follows:

- 30 feet from the front property line which runs along SE Duus Road.
- 30 feet from the rear (north) property line.
- 10 feet from the side property lines.

This criterion can be met.

Alternatives Analysis

PURPOSE:

This alternatives analysis demonstrates that the proposed Solar Project complies with the standard for a "reasons" exception under OAR 660-004- 0020(2)(b), that "Areas that do not require a new exception cannot reasonably accommodate the use."

EXECUTIVE SUMMARY:

The alternatives analysis study area does not contain any tract of non-resource land, non-high value land (outside of urban areas) or non-arable agricultural land that satisfies the locational factors necessary to feasibly site a facility comparable to the Solar Project. Thus, there are no tracts within the alternatives analysis study area that can reasonably accommodate the Solar Project without a goal exception.

METHODOLOGY:

In order to grant the requested goal exception, it must be demonstrated that "Areas that do not require a new exception cannot reasonably accommodate the" Solar Project. OAR 660- 004-0020(2)(b). This alternatives analysis demonstrates the unavailability of such lands by considering "economic factors ... along with other relevant factors in determining that the [Project] cannot reasonably be accommodated in other areas." OAR 660-004-0020(2)(b)(B).

This alternatives analysis employs the following methodology:

1. Establishes a study area in which it is economically feasible to locate the Solar Project;
2. Identifies each tract within the study area that have a size and zoning profile that could potentially site the Solar Project without a goal exception;
3. Applies the locational factors (sufficient tract acreage, flat topography, environmental limitations, existing development, and economic feasibility) to each of the parcels that satisfy criteria two (2).

Each methodology criteria is discussed in detail below.

1. Alternative Analysis Study Area

In order for the Solar Project to be economically viable, it needs to be located within two miles of the Estacata distribution substation and adjacent to existing electric distribution lines capable of carrying the generation load. The further the Project is located from the Estacata Substation, the more likely it is that the Project will be economically prohibitive in light of the following. Additional distance from the substation increases the interconnection costs associated with tying into the utility's distribution lines, as more linear feet of line will be utilized. Furthermore,

additional distance increases the likelihood of greater interconnection-related capital costs such as new conductor line replacement and upgrades, voltage drop over distance requiring the need to re-conductor with larger wiring, existence of equipment on the line between the project and the substation that would have to be upgraded, increased amount of fiber optic cable that would have to be installed for communications, and increased potential for easements to be required.

The Solar Project, if located within two miles of the Estacata Substation, should be able to balance the value of the energy revenues with the development costs, including interconnection costs and related capital costs, to allow the solar project to be feasibly established. If located further than two miles from the Estacata Substation, the viability of a solar facility becomes uneconomic and highly unlikely.

Proximity of energy facilities (such as a substation) to a use for which a goal exception is proposed is recognized at OAR 660-004-0022(1)(a)(B) and 3(c) as an appropriate reason to support granting a goal exception. Thus, this alternatives analysis utilizes a study area of 2.0 miles from the Estacata Substation, as it is unlikely that siting the project would be economically feasible outside of that study area. A map of the alternatives analysis area is attached as Appendix A.

2. Acreage and Zoning Consistent with Siting the Solar Project without a Goal Exception

On non-resource lands, the Statewide Planning Goals grant broad local discretion as to what uses are allowed and the size and intensity of allowed uses, including solar facilities. In contrast, Statewide Planning Goals 3 and 4 impose significant limitations on the siting and size of solar facilities on resource lands. Examples of non-resource lands are urban land and lands for which goal exceptions have already been taken.

The administrative rules implementing Statewide Planning Goal 3 limits the size of solar facilities on agricultural land. See OAR 660-033-0130(38)(f) and (38)(g), respectively, limiting solar facilities to twelve (12) acres on high-value farmlands, and twenty (20) acres on arable lands. In contrast, solar facilities located on non-arable land can be up to three hundred and twenty (320) acres. OAR 660-033-0130(38)(h).

Consistent with the above, there are two scenarios in which a solar facility of comparable size and generation capacity to the project can be sited without a goal exception: (i) on non-arable agricultural land; and (ii) on non-resource land.

This analysis seeks to identify any viable alternative sites that are on non-arable land or non-resource land. The first step in doing so is to identify all tracts of land within the study area which contain acreage that is equal to or greater than the total acreage required for the project (approximately 70 acres). The tracts meeting these criteria are listed in Table 1 in Appendix B.

As indicated on Table 1 in Appendix B, there are eighteen (18) tracts which are 70 acres in size or larger within the study area. In the next step of the alternatives analysis, the locational factors are applied to each of these tracks.

3. Locational Factors

This analysis applies the following locational factors to each of the twenty tracts listed in Table 1, as meeting the zoning and size criteria to be suitable alternative sites for the project:

- Tract acreage;
- Existing Use/Soil Class; and
- Physical Constraints

A. Tract Acreage

The proposed Project is approximately 70 acres, as needed for the proposed single axis tracking 10 MWac project. The amount of land required for different types of solar projects varies widely depending on specific technology being utilized for a given project. The proposed project is a 10 MWac single axis tracking photovoltaic facility. Single axis tracking photovoltaic projects provide the most cost effective and highest generation per acre while maintaining a very low impact to the project site and surrounding areas. The power purchase agreement for this project has very low pricing for the sale of the power to Portland General Electric. This low pricing dictates that for this project to be financially viable, the project must be a single axis tracking facility located on a contiguous piece of land. Additionally, this project is designed to make efficient use of the available land. Single axis tracking photovoltaic facilities generally require about eight (8) to ten (10) acres of land per MWac. The proposed project utilizes an efficient rectangular design that is oriented north-south. This allows the project to only require approximately 70 acres for the entire 10 MWac project. Tracts 7 and 16 have less than 70 acres and therefore do not meet the acreage requirements. Tracts 5, 10, and 11 meet the minimum acreage requirements, but they are not nearly rectangular and do not have enough excess acreage over the minimum 70 acres to allow the project to be constructed in an irregular shape.

B. Existing Use/Soil Class

The current land use of a property impacts the feasibility of a potential site for use as a solar project as does the classification of the soil. In Clackamas County, as well as the overall State of Oregon, farm land is protected by the land use process from development for non-agricultural purposes. This is in fact the reason that this project is processing an exception to the conditional use permit process. The soil map in Appendix C covers the entire Alternative Analysis study area. It shows a mix of high-value and un-rated soil in the study area. By reviewing the current land use and topography, it is clear that much of the un-rated soil is on land that is too steep to farm, and that nearly all of the land that is relatively flat is rated as high-value farmland. Tracts 2, 3, 4, 8, 9, 12, 13, 15, and 17 are currently utilized for agricultural production and have high value soils on the tracts where the land is suitability flat. All of these Tracts would require the same exception as the subject property. Tracts 5, 6, and 18 have current uses that are not compatible with a utility scale solar project. Tract 5 is an existing mine that is not available for re-development as a solar project. Tract 6 is a state park and there for not available for development. Tract 18 is composed of the land in and around the Faraday Forebay and the Clackamas River which is not compatible with a utility scale solar project.

C. Physical Constraints

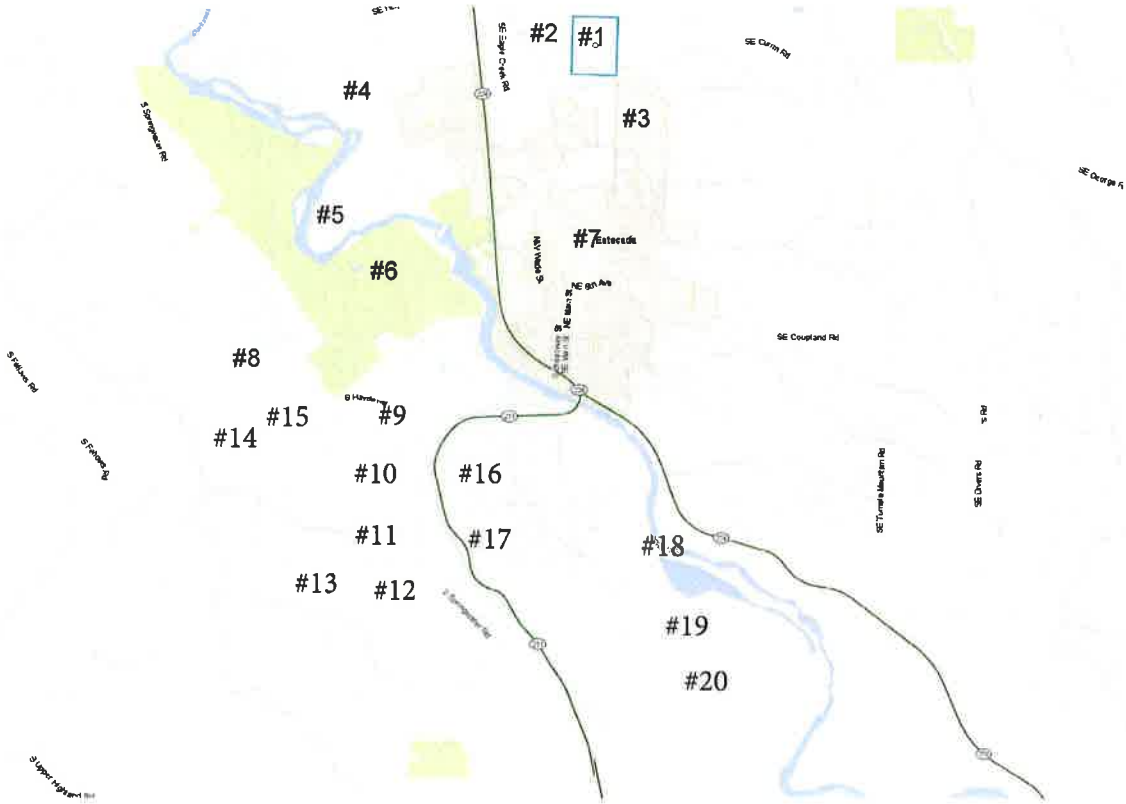
There are constraints having to do with the physical features of a potential project site that effect the site's suitability as a solar project site. These constraints include: the shape of the tract, the existing grades of the tract, and potential hazards such as flooding. Solar projects require relatively flat ground to be about to be constructed. Grades up to around 5% are the maximum that the Project can be feasibly construct on. Tracts 14, 19, and 20 are primarily made up of land with grade far in excess of 5% and often over 20%. This is likely the reason that these tracts are not currently farmed.

ANALYSIS RESULTS:

Based on the foregoing analysis, none of the alternative tracts within the study area that could reasonably accommodate the project, could do so without requiring the same exception that the subject tract requires.

Appendix A

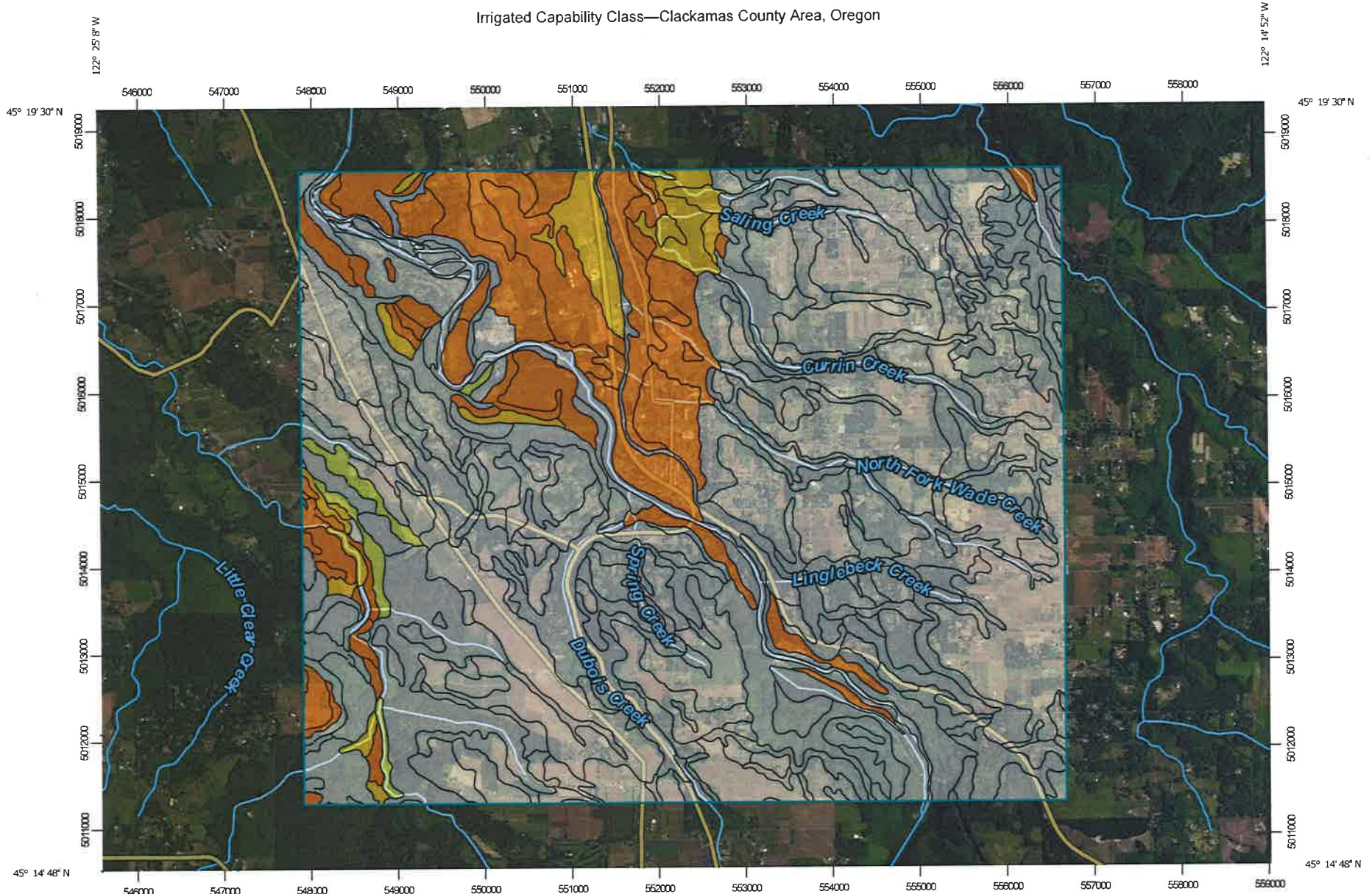
Alternatives Analysis Map



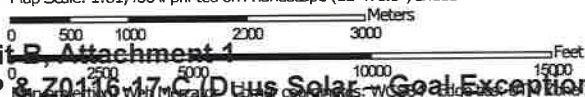
Appendix B

Table 1 – Potential Tracts that could Accommodate the Project					
Tract #	Tax Lot #	Development Status	Acreage	Zoning	Soil Class
1	34E17 00105 Subject Property	Undeveloped	72.75	EFU	3, un-rated
2	34E17 00101	Undeveloped	72.91	EFU	2, 3
3	34E16 00600	Low Density Residential	89.13	EFU	2, 3, un-rated
4	34E18 01400	Forest	73.6	EFU	2
5	34E19 00200A1	Mine/Quarry	74.17	I	2, un-rated
6	34E30 00100	Skating Rink	84.38	TBR	2, 3, un-rated
7	34E21B 00100 34E20 00800	School	61.27	R1	2
8	33E24 04800	Agricultural Production, Forest	100.2	EFU	Un-rated
9	34E30 02300 34E30 02200	Agricultural Production, Forest	89.57	AGF	Un-rated
10	34E31 00300	Agricultural Production, Forest	70.1	EFU	Un-rated
11	34E31 00401	Agricultural Production	84.20	EFU	2, Un-rated
12	34E31 01300	Agricultural Production	99.05	EFU	2, Un-rated
13	34E31 00800	Agricultural Production	113.31	EFU	2, Un-rated
14	33E25 00200	Forest	119.56	TBR	Un-rated
15	33E25 00100 34E30 01600	Agricultural Production	112.5	EFU	3, Un-rated
16	34E29C 03300 34E29C 03200	Agricultural Production	62.5	AGF	Un-rated
17	34E32 00900	Agricultural Production	78.27	AGF	Un-rated
18	34RE33 00400 34E33 00490 34E34 02500 44E03 00100	State Property	746.86	TBR	Un-rated
19	34E33 00401	Forest	80	TBR	2, Un-rated
20	R5524 00200	Forest	92.82	EFU	2, Un-rated

Irrigated Capability Class—Clackamas County Area, Oregon



Map Scale: 1:61,400 if printed on A landscape (11" x 8.5") sheet.



Order Exhibit B, Attachment 1
20115-17-CP & 20115-17-C (Dus Solar Goal Exception/Conditional Use)

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Web Soil Survey
National Cooperative Soil Survey

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MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 Capability Class - I

 Capability Class - II

 Capability Class - III

 Capability Class - IV

 Capability Class - V

 Capability Class - VI

 Capability Class - VII

 Capability Class - VIII

 Not rated or not available

Soil Rating Lines

 Capability Class - I

 Capability Class - II

 Capability Class - III

 Capability Class - IV

 Capability Class - V

 Capability Class - VI

 Capability Class - VII

 Capability Class - VIII

 Not rated or not available

Soil Rating Points

 Capability Class - I

 Capability Class - II

 Capability Class - III

 Capability Class - IV

 Capability Class - V

 Capability Class - VI

 Capability Class - VII

 Capability Class - VIII

 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Clackamas County Area, Oregon

Survey Area Data: Version 11, Sep 16, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 8, 2010—Sep 4, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Irrigated Capability Class

Irrigated Capability Class— Summary by Map Unit — Clackamas County Area, Oregon (OR610)				
Map unit symbol	Map unit name	Rating	Acres In AOI	Percent of AOI
2B	Alspaugh clay loam, 2 to 8 percent slopes		3,482.8	22.1%
2C	Alspaugh clay loam, 8 to 15 percent slopes		1,279.9	8.1%
2D	Alspaugh clay loam, 15 to 30 percent slopes		1,244.5	7.9%
2E	Alspaugh clay loam, 30 to 50 percent slopes		209.9	1.3%
3	Amity silt loam	2	204.1	1.3%
6F	Aschoff-Brightwood complex, 60 to 90 percent slopes		302.9	1.9%
7B	Borges silty clay loam, 0 to 8 percent slopes		9.0	0.1%
8B	Bornstedt silt loam, 0 to 8 percent slopes		475.7	3.0%
8C	Bornstedt silt loam, 8 to 15 percent slopes		71.5	0.5%
11	Camas gravelly sandy loam	4	35.6	0.2%
15B	Cazadero silty clay loam, 0 to 7 percent slopes		1,280.9	8.1%
15C	Cazadero silty clay loam, 7 to 12 percent slopes		418.0	2.7%
15D	Cazadero silty clay loam, 12 to 20 percent slopes		71.2	0.5%
17	Clackamas silt loam	2	32.8	0.2%
19	Cloquato silt loam		219.5	1.4%
20	Coburg silty clay loam	2	124.3	0.8%
21	Concord silt loam	3	142.3	0.9%
22	Conser silty clay loam	3	237.8	1.5%
24B	Cottrell silty clay loam, 2 to 8 percent slopes		574.8	3.6%
24C	Cottrell silty clay loam, 8 to 15 percent slopes		291.2	1.8%
25	Cove silty clay loam	4	6.7	0.0%
30C	Delena silt loam, 3 to 12 percent slopes		6.0	0.0%

Irrigated Capability Class— Summary by Map Unit — Clackamas County Area, Oregon (OR610)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
31F	Dystrochrepts, very steep		695.5	4.4%
36B	Hardscrabble silt loam, 2 to 7 percent slopes	3	36.4	0.2%
36C	Hardscrabble silt loam, 7 to 20 percent slopes		144.0	0.9%
37C	Helvetia silt loam, 8 to 15 percent slopes	3	5.7	0.0%
37D	Helvetia silt loam, 15 to 30 percent slopes	4	53.0	0.3%
41	Huberly silt loam	3	50.4	0.3%
45B	Jory silty clay loam, 2 to 8 percent slopes	2	50.5	0.3%
45C	Jory silty clay loam, 8 to 15 percent slopes	2	16.8	0.1%
51E	Klickitat stony loam, 30 to 60 percent slopes		1,401.0	8.9%
57	McBee variant loam	3	20.7	0.1%
67	Newberg fine sandy loam	2	35.5	0.2%
68	Newberg loam	2	138.5	0.9%
69	Pits		49.0	0.3%
71A	Quatama loam, 0 to 3 percent slopes	2	41.5	0.3%
73	Riverwash		97.4	0.6%
76B	Salem silt loam, 0 to 7 percent slopes	2	825.6	5.2%
76C	Salem silt loam, 7 to 12 percent slopes	2	54.9	0.3%
77B	Salem gravelly silt loam, 0 to 7 percent slopes	2	265.8	1.7%
78C	Saum silt loam, 8 to 15 percent slopes	2	0.4	0.0%
78D	Saum silt loam, 15 to 30 percent slopes	4	65.0	0.4%
78E	Saum silt loam, 30 to 60 percent slopes		23.2	0.1%
83	Wapato silt loam	3	7.7	0.0%
84	Wapato silty clay loam	3	28.7	0.2%
87A	Willamette silt loam, gravelly substratum, 0 to 3 percent slopes	2	300.5	1.9%
88A	Willamette silt loam, wet, 0 to 3 percent slopes	2	49.9	0.3%

Irrigated Capability Class— Summary by Map Unit — Clackamas County Area, Oregon (OR610)				
Map unit symbol	Map unit name	Rating	Acres In AOI	Percent of AOI
88B	Willamette silt loam, wet, 3 to 7 percent slopes	2	9.9	0.1%
91A	Woodburn silt loam, 0 to 3 percent slopes	2	206.0	1.3%
91B	Woodburn silt loam, 3 to 8 percent slopes	2	7.1	0.0%
92F	Xerochrepts and Haploxerolls, very steep		46.6	0.3%
W	Water		299.6	1.9%
Totals for Area of Interest			15,747.9	100.0%

Description

Land capability classification shows, in a general way, the suitability of soils for most kinds of field crops. Crops that require special management are excluded. The soils are grouped according to their limitations for field crops, the risk of damage if they are used for crops, and the way they respond to management. The criteria used in grouping the soils do not include major and generally expensive landforming that would change slope, depth, or other characteristics of the soils, nor do they include possible but unlikely major reclamation projects. Capability classification is not a substitute for interpretations that show suitability and limitations of groups of soils for rangeland, for woodland, or for engineering purposes.

In the capability system, soils are generally grouped at three levels—capability class, subclass, and unit. Only class and subclass are included in this data set.

Capability classes, the broadest groups, are designated by the numbers 1 through 8. The numbers indicate progressively greater limitations and narrower choices for practical use. The classes are defined as follows:

Class 1 soils have few limitations that restrict their use.

Class 2 soils have moderate limitations that reduce the choice of plants or that require moderate conservation practices.

Class 3 soils have severe limitations that reduce the choice of plants or that require special conservation practices, or both.

Class 4 soils have very severe limitations that reduce the choice of plants or that require very careful management, or both.

Class 5 soils are subject to little or no erosion but have other limitations, impractical to remove, that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 6 soils have severe limitations that make them generally unsuitable for cultivation and that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 7 soils have very severe limitations that make them unsuitable for cultivation and that restrict their use mainly to grazing, forestland, or wildlife habitat.

Class 8 soils and miscellaneous areas have limitations that preclude commercial plant production and that restrict their use to recreational purposes, wildlife habitat, watershed, or esthetic purposes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Order Exhibit B, Attachment 1



Natural Resources
Conservation Service

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Web Soil Survey
National Cooperative Soil Survey

2015-17-C & 2016-17-C (Duus Solar – Goal Exemption/Conditional Use)

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Tie-break Rule: Higher



Oregon

Kate Brown, Governor

Department of Land Conservation and Development

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: (503) 373-0050

Fax: (503) 378-5518

www.oregon.gov/LCD



June 30, 2017

Martha Fritzie, Senior Planner
Clackamas County Department of Transportation and Development
150 Beavercreek Road
Oregon City, OR 97045

RE: Pacific Northwest Solar LLC – Local File: Z0115-17-CP, Z0116-17-C
DLCD File: 006-17

Ms. Fritzie:

Thank you for the opportunity to review and comment on the land use proposal referenced above. This letter is provided in addition to our comments on June 23, 2017.

The applicant is proposing an exception to Statewide Planning Goal 3: Agricultural Lands. The purpose of the request is to develop a 10 megawatt (MW) utility-scale photovoltaic solar facility on approximately 70 acres zoned exclusive farm use (EFU) adjacent to the City of Estacada's urban growth boundary.

The Department of Land Conservation and Development (DLCD) recognizes that energy produced from renewable sources is an important part of the future for our state and nation. We support developing renewable energy facilities at appropriate locations. The administrative rule regulating placement of solar power generating facilities on land zoned EFU in OAR 660-033-0130(38) is designed to encourage solar facility developers to select sites with the lowest potential for commercial farming and ranching and the lowest value for wildlife habitat. As an example, solar facilities on high-value farmland are limited to 12 acres while projects on non-arable lands can include up to 320 acres.

DLCD has the following concerns regarding the proposed Pacific Northwest Solar LLC project.

High-value farmland

DLCD agrees that the proposed solar facility will occupy more than 12 acres of high-value farmland, which requires a goal exception per OAR 660-033-0130(38)(f). The subject property is high-value farmland as defined in ORS 195.300(10)(a) and ORS 215.710(3)(b) as it is predominantly comprised of Conser soils per USDA Natural Resources Conservation Service mapping. The site also contains Huberly soils which could be high-value farmland if drained. In addition to soils, the subject property is located in the high-value farmland portion of Willamette Valley American Viticultural Area as defined in ORS 195.300(10)(e)(C).

Order Exhibit B, Attachment 1

Z0115-17-CP & Z0116-17-C (Duus Solar – Goal Exception/Conditional Use)

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Goal 3 Exception

The applicant is requesting a “reasons” exception pursuant to OAR 660-004-0020 and 0022. Justification for a “reasons” exception must rely on facts and evidence provided by an applicant to determine whether a particular use, or type of uses, should be allowed at a location that would otherwise be prohibited.

A successful reasons exception must do more than show how the site is convenient or why it simply works well for the applicant. An exception must be “exceptional.” *1000 Friends of Oregon v. LCDC* (1984).

It is necessary to satisfy the provisions of OAR 660-004-0022 before addressing the alternative area analysis criteria in OAR 660-004-0020. OAR 660-004-0022 lays out several categories of uses and identifies types of reasons that may or may not be used to justify an exception for such uses. OAR 660-004-0022(3) addresses rural industrial uses and OAR 660-004-0022(1) addresses uses that are not rural industrial. The applicant has chosen to address criteria in both (1) and (3) although only one option needs to be selected. DLCD comments address both sets of criteria.

OAR 660-004-0022

(1) For uses not specifically provided for in this division, or in OAR 660-011-0060, 660-012-0070, 660-014-0030 or 660-014-0040, the reasons shall justify why the state policy embodied in the applicable goals should not apply. Such reasons include but are not limited to the following:

(a) There is a demonstrated need for the proposed use or activity, based on one or more of the requirements of Goals 3 to 19; and...

(B) The proposed use or activity has special features or qualities that necessitate its location on or near the proposed exception site.

DLCD Comments

Goal 13 directs counties to maximize the conservation of all forms of energy based upon sound economic principles. Specific attention is given to consideration of energy conservation when preparing land use plans. Plans should consider the capacity of renewable energy sources, such as solar, and whenever possible renewable energy sources should be utilized in planning for development.

Although Goal 13 requires consideration of renewable energy in planning efforts, it does not call for development of new renewable energy facilities or address where such facilities should be located. Goal 13 does not demonstrate a “need” for renewable energy development. Goal 13 is also consistent with Goal 3 and the longstanding Agricultural Land Use Policy statement in ORS 215.243 as it does not direct renewable energy to be sited in EFU zones or on high-value farmland.

In response to OAR 660-004-0022(1)(a)(B), the applicant identifies proximity to the Estacada substation as one of the special features or qualities that necessitate the goal exception. DLCD questions why a solar facility needs to be located in proximity to this particular substation. The applicant has not demonstrated that existing electrical service in Estacada or Clackamas County

is substandard and necessitates solar facility siting on agricultural land. Neither has information been provided that other substations cannot accommodate the proposed solar facility. Electrical generation does not necessarily require close proximity to its users. Sufficient evidence has not been provided to demonstrate a need for locating the proposed solar facility on EFU land requiring an exception.

OAR 660-004-0022

(3) Rural Industrial Development: For the siting of industrial development on resource land outside an urban growth boundary, appropriate reasons and facts may include, but are not limited to, the following:

**** * ****

(c) The use would have a significant comparative advantage due to its location (e.g., near existing industrial activity, an energy facility, or products available from other rural activities), which would benefit the county economy and cause only minimal loss of productive resource lands. Reasons for such a decision should include a discussion of the lost resource productivity and values in relation to the county's gain from the industrial use, and the specific transportation and resource advantages that support the decision.

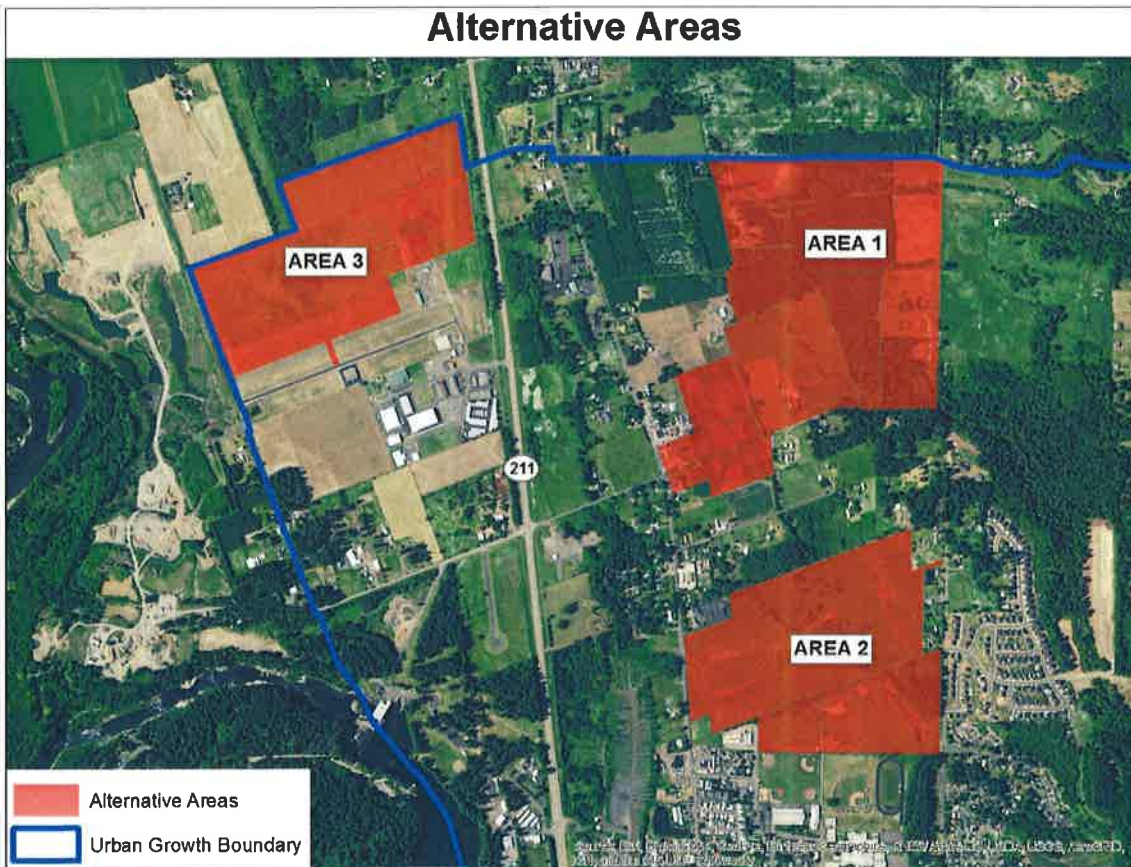
DLCD Comments

OAR chapter 660, division 4 does not define “rural industrial development.” “Industrial use” per OAR 660-009-0005(3) means “employment activities generating income from the production, handling or distribution of goods. Industrial uses include, but are not limited to: manufacturing; assembly; fabrication; processing; storage; logistics; warehousing; importation; distribution and transshipment; and research and development...” Subsection 202 of the Clackamas County Zoning and Development Ordinance defines “industrial use” as: “The use of land and/or structures for the manufacturing or processing of primary, secondary, or recycled materials into a product; warehousing and associated trucking operations; wholesale trade; and related development.” The applicant states that the proposed solar facility is rural industrial development based on the provision of approximately 100 construction jobs followed by ongoing maintenance associated with an annual salary of approximately \$53,000 per year. DLCD urges the county to find that neither construction nor maintenance of a power generation facility is an “industrial use,” as these activities are not manufacturing a product, warehousing, or wholesale trade. To find that building a structure is “manufacturing” would be akin to finding that building a house is “industrial use,” rendering that activity prohibited in a residential zone.

Furthermore, DLCD does not believe that the applicant has demonstrated that the subject property constitutes a significant comparative advantage over other potential sites within the urban growth boundary, which are identified below. OAR 660-004-0020(2)(b) requires an exception to demonstrate that the proposed use cannot be reasonably accommodated within an urban growth boundary. The subject property is adjacent to the Estacada urban growth boundary, which is largely undeveloped. As a basis for the alternatives analysis, the applicant suggests that the project must be located within two miles of the substation in Estacada, on a tract containing 70 acres, with relatively flat topography.

“Tract” is defined in ORS 215.010(2) as “one or more contiguous lots or parcels under the same ownership.” It appears that the applicant used this definition in evaluating alternate areas and restricted their analysis to parcels under same ownership. However, the alternative-area criteria in OAR 660-004-0020(2) does not limit such an analysis to the tract. In order to demonstrate that the proposed solar facility cannot be located within the Estacada urban growth boundary, the applicant must evaluate possible sites regardless of ownership. Parcels or portion of parcels under separate ownership may be combined to accommodate the solar facility within the urban growth boundary.

Per OAR 660-004-0020(2)(b)(C), a detailed evaluation of specific alternative sites is required if “such sites are specifically described, with facts to support the assertion that the sites are more reasonable, by another party during the local exceptions proceeding.” DLCD has identified alternative areas within the urban growth boundary that can reasonably accommodate the proposed solar facility without the need for a goal exception. The substation proximity, project size, and topography criteria established by the applicant were utilized in identifying these alternative areas.



Area	Tax Lot	Acreage	Zone
1	34E1700200	41	EFU
1	34E1700300	31.43	EFU
1	34E1700400	25.48	R1
1	34E17D00100	29.47	M1/R1
1	34E17D00600	8.78	M1
1	34E17D01400	7.3	M1
1	34E17D01501	7.8	M1
2	34E2000500	69.32	R1/C1
2	34E21B00100 (only northern portion)	23.4	R1
2	34E2000800 (only eastern portion)	7.2	R1
3	34E1800100	22.09	M1
3	34E17B02000	50.6	M1
3	34E1701202	17.8	M1

DLCD requests that county require further analysis of these three areas to demonstrate compliance with OAR 660-004-0022(3)(c). Alternative area #1 includes several parcels that are zoned Exclusive Farm Use within the Estacada urban growth boundary. Up to 12 acres of land in EFU zoning could be combined with M1 and R1 parcels for solar facility siting. Tax lots 1400 and 1501 in Alternative Area #1 contain structures along SE Eagle Creek Road but the eastern portions of the parcels are undeveloped and may be suitable for the proposed solar facility. Alternative area #2 includes parcels owned by the Estacada School District. Only undeveloped portions of the school district parcels need to be evaluated as shown on the map above.

Conclusion

Thank you again for this opportunity to comment. After consideration of the application, it is DLCD’s conclusion that the proposed 10 MW photovoltaic solar facility does not meet the criteria for a Goal 3 exception. It is recommended that an alternate area be selected or the project be reduced in size to avoid the need for a goal exception.

We request that this letter be entered into the record of these proceedings and that we receive a copy of the decision. If additional information is provided at the hearing, we ask that the hearing be continued, pursuant to ORS 197.763(4)(b), to allow us time to review the new information and respond if necessary. If you have any questions please contact me at 503-934-0048 or by e-mail at timothy.murphy@state.or.us.

Respectfully,



Tim Murphy
Farm and Forest Lands Specialist

Cc: Todd Cornett, Oregon Department of Energy
James W. Johnson, Oregon Department of Agriculture
Joy Vaughan, Oregon Department of Fish and Wildlife
Lori Warner-Dickason, Oregon Department of State Lands



Addendum Letter to the Duus Solar Project CUP Application

Response to DLCD Letter dated June 30th, 2017

Date: 7-7-2017

This letter is intended to supplement the CUP Application previously submitted for the Duus Solar Project and to respond to the letter submitted by the DLCD on 6-30-2017 commenting on the project. Please consider the included information as additive to application already submitted.

DLCD General Comments on Goal 3 Exception

The applicant is requesting a "reasons" exception pursuant to OAR 660-004-0020 and 0022. Justification for a "reasons" exception must rely on facts and evidence provided by an applicant to determine whether a particular use, or type of uses, should be allowed at a location that would otherwise be prohibited.

A successful reasons exception must do more than show how the site is convenient or why it simply works well for the applicant. An exception must be "exceptional." 1000 Friends of Oregon v. LCDC (1984).

PNW Response

DLCD implies in the above comment that the subject property is simply convenient for the project. As shown throughout the CUP application and the supplemental information submitted for the project, this is not true. The subject property is in fact not convenient for the Project. It is nearly as far from the substation as is financially viable due to interconnection costs for the project, and the property includes trees and other vegetation that will be more challenging to deal with during construction than a cleared agricultural field would be. It would be much more convenient to locate the project closer to the substation on cleared active agricultural land instead of the subject property which has no apparent history of agricultural production. PNW believes that the subject property has been shown to be the best location for the Project due to the site not having any history of agricultural production and with the alternatives analysis showing that there is not an alternative site that could support project without the need for the same goal exception.

DLCD Comments to OAR 660-004-0022

OAR 660-004-0022



(1) For uses not specifically provided for in this division, or in OAR 660-011-0060, 660-012-0070, 660-014-0030 or 660-014-0040, the reasons shall justify why the state policy embodied in the applicable goals should not apply. Such reasons include but are not limited to the following:

(a) There is a demonstrated need for the proposed use or activity, based on one or more of the requirements of Goals 3 to 19; and...

(B) The proposed use or activity has special features or qualities that necessitate its location on or near the proposed exception site.

DLCD Comments

Goal 13 directs counties to maximize the conservation of all forms of energy based upon sound economic principles. Specific attention is given to consideration of energy conservation when preparing land use plans. Plans should consider the capacity of renewable energy sources, such as solar, and whenever possible renewable energy sources should be utilized in planning for development.

Although Goal 13 requires consideration of renewable energy in planning efforts, it does not call for development of new renewable energy facilities or address where such facilities should be located. Goal 13 does not demonstrate a “need” for renewable energy development. Goal 13 is also consistent with Goal 3 and the longstanding Agricultural Land Use Policy statement in ORS 215.243 as it does not direct renewable energy to be sited in EFU zones or on high-value farmland.

In response to OAR 660-004-0022(1)(a)(B), the applicant identifies proximity to the Estacada substation as one of the special features or qualities that necessitate the goal exception. DLCD questions why a solar facility needs to be located in proximity to this particular substation. The applicant has not demonstrated that existing electrical service in Estacada or Clackamas County is substandard and necessitates solar facility siting on agricultural land. Neither has information been provided that other substations cannot accommodate the proposed solar facility. Electrical generation does not necessarily require close proximity to its users. Sufficient evidence has not been provided to demonstrate a need for locating the proposed solar facility on EFU land requiring an exception.

PNW Response

Statewide precedent, sustained by the Oregon Supreme Court, has recognized that a reasons exception can be sustained for high value soils due, in large part, to the locational necessity of certain features, including transmission lines. State and Federal statutes, which are reflected in statewide planning goal 13’s direction to utilize renewable resources “whenever possible,” the need for a project is established by a power purchase agreement (PPA). PGE will not enter into a PPA unless its system has a need for the energy or federal/state policy have identified a need to enter into a PPA. The Project obtained a PPA from PGE as a Qualifying Facility under PURPA, which is a federal law that is implemented in Oregon by the Oregon Public Utility Commission (PUC). The PUC has directed PGE to enter into PPAs with Qualifying Facilities at the pre-

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established avoided costs that are approved by the PUC. The established approved rates are calculated by PGE to be their avoided cost of obtaining traditional carbon based power. The power created by the Project will be used to offset carbon based power that PGE would have had to purchase to serve its electricity demand in Oregon. PGE will utilize this project to assist with meeting its state Renewable Portfolio Standard requirement.

Oregon's stated energy policy provides, "Second to conservation and efficiency is the development of clean energy resources. Solar, wind, geothermal, hydroelectricity, biomass (wood and organic solid waste), and wave energy, along with alternative fuels, can provide Oregon with a diversified energy portfolio and reduced emissions." See State of Oregon Biennial Energy Plan (2015 -2017) at page I 1 (Attachment #1). In addition to the project being a renewable energy project, by being constructed and interconnected at the distribution level, it increases the efficiency of the PGE electrical system. When power is produced long distances from demand sources, that power must travel over transmission lines that suffer electricity losses for every foot traveled. The power produced by the Project will be interconnected at the distribution level, and it will serve the demand in the immediate Estacata area. By delivering the electricity in a location near to the load being served by the Estacata substation, the project is not only creating renewable energy and offsetting traditional power, it is also saving energy that would be lost in travel over the transmission system and increasing the efficiency of the grid in Oregon. This is supportive of Goal 13 and statewide energy policy.

DCLD Comments to OAR 660-004-0022

OAR 660-004-0022

(3) Rural Industrial Development: For the siting of industrial development on resource land outside an urban growth boundary, appropriate reasons and facts may include, but are not limited to, the following:

**** * ****

(c) The use would have a significant comparative advantage due to its location (e.g., near existing industrial activity, an energy facility, or products available from other rural activities), which would benefit the county economy and cause only minimal loss of productive resource lands. Reasons for such a decision should include a discussion of the lost resource productivity and values in relation to the county's gain from the industrial use, and the specific transportation and resource advantages that support the decision.

DLCD Comments

OAR chapter 660, division 4 does not define "rural industrial development." "Industrial use" per OAR 660-009-0005(3) means "employment activities generating income from the production, handling or distribution of goods. Industrial uses include, but are not limited to: manufacturing; assembly; fabrication; processing; storage; logistics; warehousing; importation; distribution and transshipment; and research and development..." Subsection 202 of the Clackamas County Zoning and Development Ordinance defines "industrial use" as: "The use of land and/or structures for the manufacturing or processing of primary, secondary, or recycled materials into



a product; warehousing and associated trucking operations; wholesale trade; and related development.” The applicant states that the proposed solar facility is rural industrial development based on the provision of approximately 100 construction jobs followed by ongoing maintenance associated with an annual salary of approximately \$53,000 per year. DLCD urges the county to find that neither construction nor maintenance of a power generation facility is an “industrial use,” as these activities are not manufacturing a product, warehousing, or wholesale trade. To find that building a structure is “manufacturing” would be akin to finding that building a house is “industrial use,” rendering that activity prohibited in a residential zone.

PNW Response

The Project is property considered “rural industrial development” for purposes of OAR 660-0014-0022(3). The Project location is at a strategic advantage due to its proximity to the Estacata Substation and the existing distribution infrastructure as discussed in many other locations in the Project application package.

The Project can be considered an industrial use per Clackamas County Code. The Project is creating a product (electricity) that it will wholesale to PGE for resale to the general public. This fits into the definition DLCD provided from the Clackamas County Code, “*The use of land and/or structures for the manufacturing or processing of primary, secondary, or recycled materials into a product; warehousing and associated trucking operations; wholesale trade; and related development.*” Furthermore the Clackamas County Code section 604 Rural Industrial District (RI) includes Public Utility Facilities, Small Power Production Facilities, and Solar Energy Systems as either Primary, Conditional, or Assessor uses in the RI zone.

It should also be noted that the Project does not represent a permanent loss of resource lands from agricultural cultivation. The Project will be constructed with driven steel piles as the foundations for the array. These steel piles can be removed with the same equipment used for installation. Most of the remainder of the equipment can be removed with hand tools. The soil on the project site will be kept in place by ground cover vegetation that the project will maintain through the site. At the end of life of the facility, the Project can be removed and the land would be available for use for agricultural production.

DLCD Comments to the Alternatives Analysis

Furthermore, DLCD does not believe that the applicant has demonstrated that the subject property constitutes a significant comparative advantage over other potential sites within the urban growth boundary, which are identified below. OAR 660-004-0020(2)(b) requires an exception to demonstrate that the proposed use cannot be reasonably accommodated within an urban growth boundary. The subject property is adjacent to the Estacada urban growth

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boundary, which is largely undeveloped. As a basis for the alternatives analysis, the applicant suggests that the project must be located within two miles of the substation in Estacada, on a tract containing 70 acres, with relatively flat topography. "Tract" is defined in ORS 215.010(2) as "one or more contiguous lots or parcels under the same ownership." It appears that the applicant used this definition in evaluating alternate areas and restricted their analysis to parcels under same ownership. However, the alternative-area criteria in OAR 660-004-0020(2) does not limit such an analysis to the tract. In order to demonstrate that the proposed solar facility cannot be located within the Estacada urban growth boundary, the applicant must evaluate possible sites regardless of ownership. Parcels or portion of parcels under separate ownership may be combined to accommodate the solar facility within the urban growth boundary.

Per OAR 660-004-0020(2)(b)(C), a detailed evaluation of specific alternative sites is required if "such sites are specifically described, with facts to support the assertion that the sites are more reasonable, by another party during the local exceptions proceeding." DLCD has identified alternative areas within the urban growth boundary that can reasonably accommodate the proposed solar facility without the need for a goal exception. The substation proximity, project size, and topography criteria established by the applicant were utilized in identifying these alternative areas.

DLCD requests that county require further analysis of these three areas to demonstrate compliance with OAR 660-004-0022(3)(c). Alternative area #1 includes several parcels that are zoned Exclusive Farm Use within the Estacada urban growth boundary. Up to 12 acres of land in EFU zoning could be combined with M1 and R1 parcels for solar facility siting. Tax lots 1400 and 1501 in Alternative Area #1 contain structures along SE Eagle Creek Road but the eastern portions of the parcels are undeveloped and may be suitable for the proposed solar facility. Alternative area #2 includes parcels owned by the Estacada School District. Only undeveloped portions of the school district parcels need to be evaluated as shown on the map above.

PNW Response

The three areas that DLCD Identified as alternative sites within the UGB are not viable for several reasons. The following discusses those reasons for each specific area:

Area 1

Area 1 contains a total of approximately 151 acres. Of the total 151 acres, approximately 72 acres are zoned EFU, approximately 40 are zoned MI (light industrial), and approximately 39 acres are zoned R1 (low density residential). All of the acres currently zoned EFU are designated as Single Family Residential on the Estacata Comprehensive Plan Map. This area contains 6 private residences, commercial businesses, and commercial agricultural operations across the 7 different parcels.

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39 of the acres are zoned R1. Solar generation facilities are not an allowed use in R1 zones per the Estacata City Code. Also, portions of the R1 zoned acres in the Southeast portion of the area also include slopes over 15%, which is too steep to construct a solar energy facility. The 72 acres zoned EFU are designated single family residential on the Comprehensive Plan Map. Solar generation facilities would not be an allowed use per the Comprehensive Plan. Additionally, the acreage zoned EFU would require the same exception for high value farm land as the subject property. The remaining acreage located in the light industrial zone is only 40 acres, which is not enough area to locate the Project. Area 1 is not a suitable option to locate the project.

Area 2

Area 2 contains a total of approximately 100 acres across three parcels. Approximately 5 acres of the total 100 are zoned C1. The remaining approximately 95 acres are zoned R1. The parcels have multiple owners, one of which is the City of Estacata. Due to the zoning for these parcels, only the 5 acres zoned C1 would include a solar energy facility as an allowable use. This is not enough acreage to support the project. Area 2 is not a suitable location for the project.

Area 3


Area 3 contains a total of approximately 90 acres across three parcels. All of the 90 acres are zoned M1 light industrial. The area is currently utilized for agricultural production, but it is being prepared to be developed as an industrial area. The site is generally flat and is cleared of vegetation except for agricultural crops. Portions of the area have utilities and roads stubbed and prepped for development. The 50 acre parcel is currently for sale for over \$7,700,000. See the listing document attached to this letter. This amount far exceeds the price that the Project can financially support. PNW had previously reached out to the broker for the property listing to confirm that the listing was showing the accurate price and that the owner would not accept a significantly lower price. The broker indicated that the price is correct and firm. The Project can't support this price for land. The remaining 40 acres are not enough acreage to support the project, and those parcels would likely require a similar acquisition price. Area 3 is not a viable location for the project.

The analysis of these three additional areas support the conclusion in the previously completed alternatives analysis that there is not a viable alternative property for the project that would not also require the same goal exception as the subject property.

Please accept this letter as a response to the comments raised by DLCD in their June 30, 2017 letter. Note that PNW will forward a copy of this letter to DLCD in advance of the hearing scheduled for July 10th, 2017.



Sincerely,



Ryan N. Meyer
Senior Vice President
Ryan.Meyer@pacificnorthwestsolar.net
(458) 205-5870

Windermere Happy Valley

Tim Whiting — (503) 658-2030 Ext: 122

Land For Sale

Lot #20 Estacada Industrial Campus (50.61) Acres

NW Campus and Noble Drive, Estacada, OR 97023



Price: \$7,716,001
Lot Size: 50 - 50.61 AC
Property Type: Land
Property Sub-type: Industrial (land)
Listing ID: 19629878
Last Updated: 60 days ago
[Find Out More...](#)

1 Lot Available

Lot 20	Price:	\$7,716,000.69
	Lot Size:	50.61 AC
	Price/AC:	\$152,460
	Lot Type:	Industrial (land)
	Min. Divisible:	50 AC

Flat, level and clean 50 acre parcel shovel ready. New LID infrastructure to support development. Assumable LID assessment applies. Contact listing Broker for amount and details

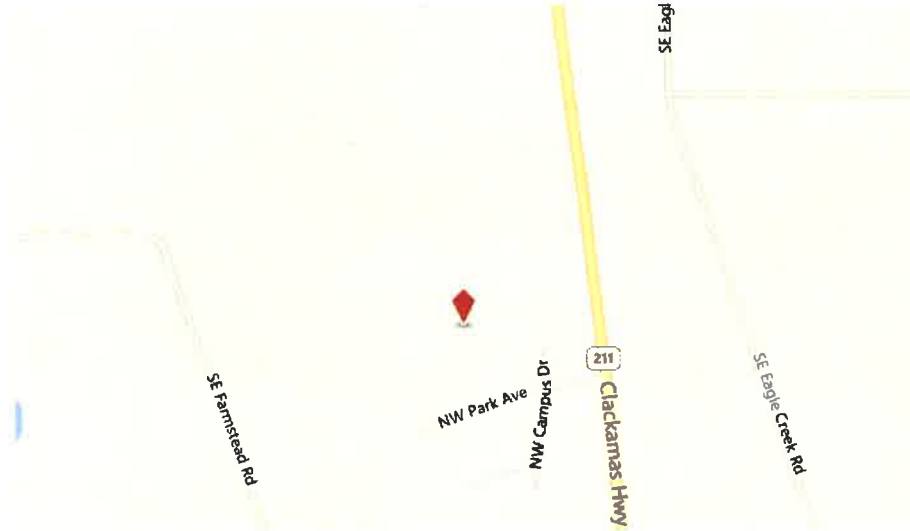
Description

Hard to Find! This 50 Acres State Certified Light Industrial is shovel ready! This is one of the very few large parcels available in Clackamas County that offers the State Certification for Light Industrial use. This site is eligible for Clackamas County enterprise, renewable energy development and strategic investment zone incentives. The site is level and clean, ready to be built out for your business needs. Utilities are at the site with new streets and infrastructure to support business development. Heavy power and fiber optics are also available. There is surrounding land available for expansion. Locate your business in a refreshing business welcoming environment. Bring your family wage jobs to Estacada!

Located within a State Certified Industrial Sanctuary, your business is welcomed by the City of Estacada. With hundreds of Industrial acres available Estacada is eager to support businesses bringing family wage jobs to the community. There is a friendly business synergy that is developing within the community that accelerates as the industrial campus grows. Just minutes from I-205 on State Hwy 224, Estacada is a bedroom community to the Portland Metro area. Estacada offers affordable housing, local schools, and outdoor recreation at the edge of the Mt Hood National Forest on the scenic Clackamas River. Locate your business in Estacada!

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Map of NW Campus and Noble Drive, Estacada, OR 97023 (Clackamas County)



Additional Photos



28 - One acre parcels available also



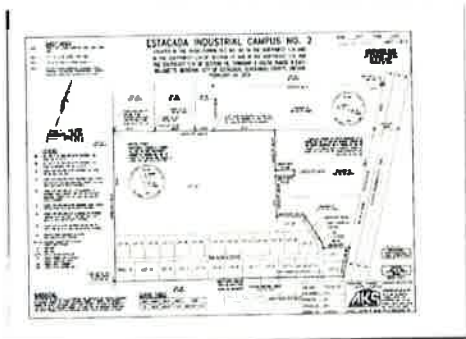
Surrounding smaller parcels support industry vendors



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New road and utility infrastructure

50.61 acres shovel ready



Estacada Industrial Campus Plat Map

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Oregon

Kate Brown, Governor

Department of Land Conservation and Development

635 Capitol Street NE, Suite 150
Salem, Oregon 97301-2540
Phone: (503) 373-0050



July 27, 2017

Martha Fritzie, Senior Planner
Clackamas County Department of Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045

Department of Agriculture

635 Capitol Street NE
Salem, Oregon 97301-2532
Phone: (503) 986-4550



RE: Pacific Northwest Solar LLC – Local File: Z0115-17-CP, Z0116-17-C
DLCD File: 006-17

Ms. Fritzie:

Thank you for the opportunity to review and comment on the land use proposal referenced above. This letter is being provided by the Department of Land Conservation and Development (DLCD) and Department of Agriculture (ODA) and clarifies comments previously provided by DLCD.

The applicant is proposing an exception to Statewide Planning Goal 3: Agricultural Lands. The purpose of the request is to develop a 10 megawatt (MW) utility-scale photovoltaic solar facility on approximately 70 acres zoned exclusive farm use (EFU) adjacent to the City of Estacada's urban growth boundary (UGB).

DLCD and ODA recognize that energy produced from renewable sources is an important part of the future for our state and nation. We support developing renewable energy facilities at appropriate locations. The administrative rule regulating placement of solar power generating facilities on land zoned EFU in OAR 660-033-0130(38) is designed to encourage solar facility developers to select sites with the lowest potential for commercial farming and ranching and the lowest value for wildlife habitat. As an example, solar facilities on high-value farmland are limited to 12 acres while projects on non-arable lands can include up to 320 acres.

We have the following concerns regarding the proposed Pacific Northwest Solar LLC project.

High-value farmland

We agree that the proposed solar facility will occupy more than 12 acres of high-value farmland, which requires a goal exception per OAR 660-033-0130(38)(f). The subject property is high-value farmland as defined in ORS 195.300(10)(a) and ORS 215.710(3)(b) as it is predominantly comprised of Concord soils per USDA Natural Resources Conservation Service mapping. The site also contains Huberly soils which could be high-value farmland if drained. In addition to soils, the subject property is located in the high-value farmland portion of Willamette Valley American Viticultural Area as defined in ORS 195.300(10)(e)(C).

Goal 3 Exception

The applicant is requesting a “reasons” exception pursuant to OAR 660-004-0020 and 0022. Justification for a “reasons” exception must rely on facts and evidence provided by an applicant to determine whether a particular use, or type of uses, should be allowed at a location that would otherwise be prohibited.

A successful reasons exception must do more than show how the site is convenient or why it simply works well for the applicant. An exception must be “exceptional.” *1000 Friends of Oregon v. LCDC* (1984).

It is necessary to satisfy the provisions of OAR 660-004-0022 before addressing the alternative area analysis criteria in OAR 660-004-0020. OAR 660-004-0022 lays out several categories of uses and identifies types of reasons that may or may not be used to justify an exception for such uses. OAR 660-004-0022(3) addresses rural industrial uses and OAR 660-004-0022(1) addresses uses that are not rural industrial. The applicant has chosen to address criteria in both (1) and (3) although only one option needs to be selected. The comments below address both sets of criteria.

OAR 660-004-0022

(1) For uses not specifically provided for in this division, or in OAR 660-011-0060, 660-012-0070, 660-014-0030 or 660-014-0040, the reasons shall justify why the state policy embodied in the applicable goals should not apply. Such reasons include but are not limited to the following:

(a) There is a demonstrated need for the proposed use or activity, based on one or more of the requirements of Goals 3 to 19; and...

(B) The proposed use or activity has special features or qualities that necessitate its location on or near the proposed exception site.

DLCD and ODA Comments

Goal 13 directs counties to maximize the conservation of all forms of energy based upon sound economic principles. Specific attention is given to consideration of energy conservation when preparing land use plans. Plans should consider the capacity of renewable energy sources, such as solar, and whenever possible renewable energy sources should be utilized in planning for development.

Although Goal 13 requires consideration of renewable energy in planning efforts, it does not call for development of new renewable energy facilities or address where such facilities should be located. Goal 13 does not demonstrate a “need” for renewable energy development. In its July 10, 2017 memorandum, the Oregon Department of Energy agreed that Goal 13 “does not address or dictate that large-scale energy projects should be developed on farmland.” Goal 13 is consistent with Goal 3 and the longstanding Agricultural Land Use Policy statement in ORS 215.243 as it does not direct renewable energy to be sited in EFU zones or on high-value farmland.

In response to OAR 660-004-0022(1)(a)(B), the applicant identifies proximity to the Estacada substation as one of the special features or qualities that necessitate the goal exception. We question why a solar facility needs to be located in proximity to this particular substation. The applicant has not demonstrated that existing electrical service in Estacada or Clackamas County is substandard and necessitates solar facility siting on agricultural land. Neither has information been provided that other substations cannot accommodate the proposed solar facility. Electrical generation does not necessarily require close proximity to its users. Sufficient evidence has not been provided to demonstrate a need for locating the proposed solar facility on EFU land requiring an exception.

OAR 660-004-0022

(3) Rural Industrial Development: For the siting of industrial development on resource land outside an urban growth boundary, appropriate reasons and facts may include, but are not limited to, the following:

**** * ****

(c) The use would have a significant comparative advantage due to its location (e.g., near existing industrial activity, an energy facility, or products available from other rural activities), which would benefit the county economy and cause only minimal loss of productive resource lands. Reasons for such a decision should include a discussion of the lost resource productivity and values in relation to the county's gain from the industrial use, and the specific transportation and resource advantages that support the decision.

DLCD and ODA Comments

OAR chapter 660, division 4 does not define “rural industrial development.” “Industrial use” per OAR 660-009-0005(3) means “employment activities generating income from the production, handling or distribution of goods. Industrial uses include, but are not limited to: manufacturing; assembly; fabrication; processing; storage; logistics; warehousing; importation; distribution and transshipment; and research and development...” Subsection 202 of the Clackamas County Zoning and Development Ordinance defines “industrial use” as: “The use of land and/or structures for the manufacturing or processing of primary, secondary, or recycled materials into a product; warehousing and associated trucking operations; wholesale trade; and related development.” The applicant states that the proposed solar facility is rural industrial development based on the provision of approximately 100 construction jobs followed by ongoing maintenance associated with an annual salary of approximately \$53,000 per year. We urge the county to find that neither construction nor maintenance of a power generation facility is an “industrial use,” as these activities are not manufacturing a product, warehousing, or wholesale trade. To find that building a structure is “manufacturing” would be akin to finding that building a house is “industrial use,” rendering that activity prohibited in a residential zone.

Furthermore, we do not believe that the applicant has demonstrated that the subject property constitutes a significant comparative advantage over other potential sites within the UGB, which are identified below. OAR 660-004-0020(2)(b) requires an exception to demonstrate that the proposed use cannot be reasonably accommodated within an urban growth boundary. The subject property is adjacent to the Estacada UGB, which is largely undeveloped. As a basis for

the alternatives analysis, the applicant suggests that the project must be located within two miles of the substation in Estacada, on a tract containing 70 acres, with relatively flat topography.

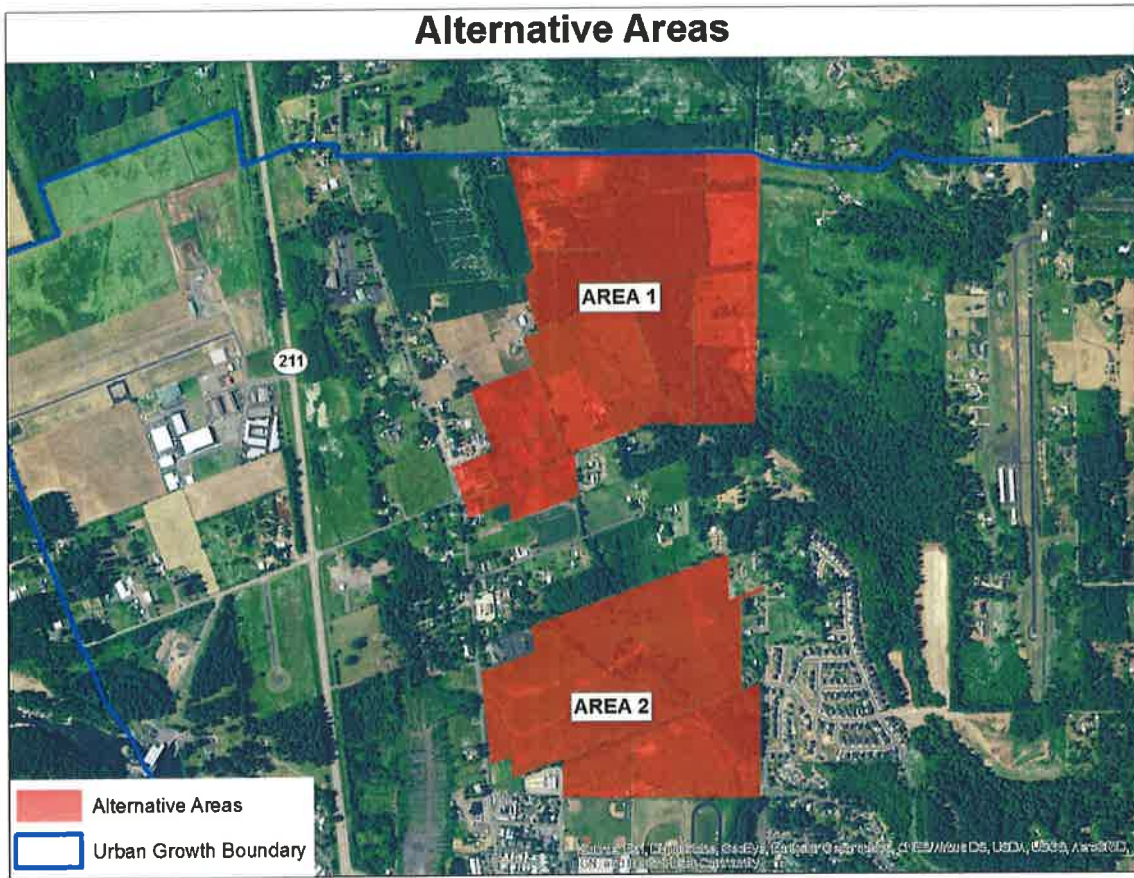
“Tract” is defined in ORS 215.010(2) as “one or more contiguous lots or parcels under the same ownership.” It appears that the applicant used this definition in evaluating alternate areas and restricted their analysis to parcels under same ownership. However, the alternative-area criteria in OAR 660-004-0020(2) does not limit such an analysis to the tract. In order to demonstrate that the proposed solar facility cannot be located within the Estacada UGB, the applicant must evaluate possible sites regardless of ownership. Parcels or portion of parcels under separate ownership may be combined to accommodate the solar facility within the UGB.

It is anticipated that land within a UGB will eventually be developed while land outside the UGB will remain available for resource uses. Whether a property owner has chosen to farm a particular parcel is immaterial. There are many reasons a parcel may lie fallow (to try to justify a zone change, for example). The relevant criteria do not address past use.

At the planning commission hearing, testimony was provided that the need for a zone change is sufficient for finding the alternative areas cannot reasonably accommodate the proposed solar facility. While a zone change may present additional obstacles for approval, it does not in itself make siting in the alternative areas unreasonable. The applicant should demonstrate whether such lands can be rezoned.

Per OAR 660-004-0020(2)(b)(C), a detailed evaluation of specific alternative sites is required if “such sites are specifically described, with facts to support the assertion that the sites are more reasonable, by another party during the local exceptions proceeding.” We have identified alternative areas within the UGB that can reasonably accommodate the proposed solar facility without the need for a goal exception. The substation proximity, project size, and topography criteria established by the applicant were utilized in identifying these alternative areas.

Area	Tax Lot	Acreage	Zone
1	34E1700200	41	EFU
1	34E1700300	31.43	EFU
1	34E1700400	25.48	R1
1	34E17D00100	29.47	M1/R1
1	34E17D00600	8.78	M1
1	34E17D01400	7.3	M1
1	34E17D01501	7.8	M1
2	34E2000500	69.32	R1/C1
2	34E21B00100 (only northern portion)	23.4	R1
2	34E2000800 (only eastern portion)	7.2	R1



Alternative Areas 1 and 2 need to be further evaluated for compliance with OAR 660-004-0022(3)(c). Tax lots 1400 and 1501 in Alternative Area 1 contain structures along SE Eagle Creek Road but the eastern portions of the parcels are undeveloped and may be suitable for the proposed solar facility. Alternative Area 1 contains several parcels within the UGB that are zoned EFU. These parcels are not subject to Statewide Planning Goal 3 so a goal exception would not be required for a zone change. Alternative Area 2 includes parcels owned by the Estacada School District. Only undeveloped portions of the school district parcels need to be evaluated as shown on the map above. The applicant has not demonstrated that these parcels are required to meet anticipated city needs and therefore cannot reasonably accommodate the proposed solar facility.

DLCD's June 30, 2017 letter included Alternative Area 3, located on the western side of Highway 211 in a proposed industrial park. We appreciate testimony from county staff regarding previous conditions of approval for the industrial park and have thus concluded that the proposed solar facility cannot be reasonably accommodated at Alternative Area 3.

Conclusion

Thank you again for this opportunity to comment. After consideration of the application, it is the conclusion of DLCD and ODA that the applicant for the proposed 10 MW photovoltaic solar facility has not demonstrated that the criteria for a Goal 3 exception are satisfied. It is recommended that an alternate area be selected or the project be reduced in size to avoid the need for a goal exception.

We request that this letter be entered into the record of these proceedings and that DLCD and ODA receive a copy of the decision. If additional information is provided at the hearing, we ask that the hearing be continued, pursuant to ORS 197.763(4)(b), to allow us time to review the new information and respond if necessary.

Respectfully,



Tim Murphy
Farm and Forest Lands Specialist
503-934-0048
timothy.murphy@state.or.us



James W. Johnson
Land Use and Water Planning Coordinator
503-986-4706
jjohnson@oda.state.or.us

Cc: Todd Cornett, Oregon Department of Energy
Joy Vaughan, Oregon Department of Fish and Wildlife
Lori Warner-Dickason, Oregon Department of State Lands



Addendum Letter to the Duus Solar Project CUP Application

Response to DLCDC Letter dated July 27th, 2017

Date: 8-1-2017

This letter is intended to supplement the CUP Application previously submitted for the Duus Solar Project and to respond to the letter submitted by the DLCDC on 7-27-2017 commenting on the project. Please consider the included information as additive to application already submitted.

DLCDC General Comments on Goal 3 Exception

The applicant is requesting a "reasons" exception pursuant to OAR 660-004-0020 and 0022. Justification for a "reasons" exception must rely on facts and evidence provided by an applicant to determine whether a particular use, or type of uses, should be allowed at a location that would otherwise be prohibited.

A successful reasons exception must do more than show how the site is convenient or why it simply works well for the applicant. An exception must be "exceptional." 1000 Friends of Oregon v. LCDC (1984).

PNW Response

PNW believes that the subject property has been shown to be the best location for the Project not just a convenient location. This is due to the site not having any history of agricultural production and with the alternatives analysis showing that there is not an alternative site that could support project without the need for the same goal exception. This comment was also addressed in additional detail in the PNW response letter dated 7-7-2017.

DLCDC Comments to OAR 660-004-0022

OAR 660-004-0022

(1) For uses not specifically provided for in this division, or in OAR 660-011-0060, 660-012-0070, 660-014-0030 or 660-014-0040, the reasons shall justify why the state policy embodied in the applicable goals should not apply. Such reasons include but are not limited to the following:

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DLCD Comments

Goal 13 directs counties to maximize the conservation of all forms of energy based upon sound economic principles. Specific attention is given to consideration of energy conservation when preparing land use plans. Plans should consider the capacity of renewable energy sources, such as solar, and whenever possible renewable energy sources should be utilized in planning for development.

Although Goal 13 requires consideration of renewable energy in planning efforts, it does not call for development of new renewable energy facilities or address where such facilities should be located. Goal 13 does not demonstrate a “need” for renewable energy development. In its July 10, 2017 memorandum, the Oregon Department of Energy agreed that Goal 13 “does not address or dictate that large-scale energy projects should be developed on farmland.” Goal 13 is consistent with Goal 3 and the longstanding Agricultural Land Use Policy statement in ORS 215.243 as it does not direct renewable energy to be sited in EFU zones or on high-value farmland.

In response to OAR 660-004-0022(1)(a)(B), the applicant identifies proximity to the Estacada substation as one of the special features or qualities that necessitate the goal exception. We question why a solar facility needs to be located in proximity to this particular substation. The applicant has not demonstrated that existing electrical service in Estacada or Clackamas County is substandard and necessitates solar facility siting on agricultural land. Neither has information been provided that other substations cannot accommodate the proposed solar facility. Electrical generation does not necessarily require close proximity to its users. Sufficient evidence has not been provided to demonstrate a need for locating the proposed solar facility on EFU land requiring an exception.

PNW Response

Statewide precedent, sustained by the Oregon Supreme Court, has recognized that a reasons exception can be sustained for high value soils due, in large part, to the locational necessity of certain features, including transmission lines. State and Federal statutes, which are reflected in statewide planning goal 13’s direction to utilize renewable resources “whenever possible,” the need for a project is established by a power purchase agreement (PPA). PGE will not enter into a PPA unless its system has a need for the energy or federal/state policy have identified a need to enter into a PPA. The Project obtained a PPA from PGE as a Qualifying Facility under PURPA, which is a federal law that is implemented in Oregon by the Oregon Public Utility Commission (PUC). The PUC has directed PGE to enter into PPAs with Qualifying Facilities at the pre-established avoided costs that are approved by the PUC. The established approved rates are calculated by PGE to be their avoided cost of obtaining traditional carbon based power. The power created by the Project will be used to offset carbon based power that PGE would have had to purchase to serve its electricity demand in Oregon. PGE will utilize this project to assist with meeting its state Renewable Portfolio Standard requirement.



Oregon's stated energy policy provides, "Second to conservation and efficiency is the development of clean energy resources. Solar, wind, geothermal, hydroelectricity, biomass (wood and organic solid waste), and wave energy, along with alternative fuels, can provide Oregon with a diversified energy portfolio and reduced emissions." See State of Oregon Biennial Energy Plan (2015 -2017) at page I 1 (Attachment #1). In addition to the project being a renewable energy project, by being constructed and interconnected at the distribution level, it increases the efficiency of the PGE electrical system. When power is produced long distances from demand sources, that power must travel over transmission lines that suffer electricity losses for every foot traveled. The power produced by the Project will be interconnected at the distribution level, and it will serve the demand in the immediate Estacada area. By delivering the electricity in a location near to the load being served by the Estacada substation, the project is not only creating renewable energy and offsetting traditional power, it is also saving energy that would be lost in travel over the transmission system and increasing the efficiency of the grid in Oregon. This is supportive of Goal 13 and statewide energy policy.

In order for the project to serve the demand on the Estacada substation as described above, the project must be located within the distribution network connected to the Estacada substation. A project located on the distribution network of a different substation would be servicing the demand on that distribution network, not the Estacada network. Electricity will flow to the closest demand source to where the energy is interconnected to the grid. Therefore, the energy injected into the Estacada distribution grid will service the demand on that grid through the Estacada substation. Additionally, energy interconnected to the transmission network will not provide the energy conservation benefits described above and wouldn't necessarily serve the Estacada demand. A project connection outside the Estacada distribution system is not an alternative to the Duus Solar Project. It would be a different project entirely because it would be serving a different demand and a different purpose.

DCLD and ODA Comments to OAR 660-004-0022

OAR 660-004-0022

(3) Rural Industrial Development: For the siting of industrial development on resource land outside an urban growth boundary, appropriate reasons and facts may include, but are not limited to, the following:

**** * ****

(c) The use would have a significant comparative advantage due to its location (e.g., near existing industrial activity, an energy facility, or products available from other rural activities), which would benefit the county economy and cause only minimal loss of productive resource lands. Reasons for such a decision should include a discussion of the lost resource productivity and values in relation to the county's gain from the industrial use, and the specific transportation and resource advantages that support the decision.



DLCD and ODA Comments

OAR chapter 660, division 4 does not define “rural industrial development.” “Industrial use” per OAR 660-009-0005(3) means “employment activities generating income from the production, handling or distribution of goods. Industrial uses include, but are not limited to: manufacturing; assembly; fabrication; processing; storage; logistics; warehousing; importation; distribution and transshipment; and research and development...” Subsection 202 of the Clackamas County Zoning and Development Ordinance defines “industrial use” as: “The use of land and/or structures for the manufacturing or processing of primary, secondary, or recycled materials into a product; warehousing and associated trucking operations; wholesale trade; and related development.” The applicant states that the proposed solar facility is rural industrial development based on the provision of approximately 100 construction jobs followed by ongoing maintenance associated with an annual salary of approximately \$53,000 per year. DLCD urges the county to find that neither construction nor maintenance of a power generation facility is an “industrial use,” as these activities are not manufacturing a product, warehousing, or wholesale trade. To find that building a structure is “manufacturing” would be akin to finding that building a house is “industrial use,” rendering that activity prohibited in a residential zone.

PNW Response

The Project is properly considered “rural industrial development” for purposes of OAR 660-0014-0022(3). The Project location is at a strategic advantage due to its proximity to the Estacada Substation and the existing distribution infrastructure as discussed in many other locations in the Project application package.

The Project can be considered an industrial use per Clackamas County Code. The Project is creating a product (electricity) that it will wholesale to PGE for resale to the general public. This fits into the definition DLCD provided from the Clackamas County Code, *“The use of land and/or structures for the manufacturing or processing of primary, secondary, or recycled materials into a product; warehousing and associated trucking operations; wholesale trade; and related development.* Furthermore the Clackamas County Code section 604 Rural Industrial District (RI) Includes Public Utility Facilities, Small Power Production Facilities, and Solar Energy Systems as either Primary, Conditional, or Assessorly uses in the RI zone.

It should also be noted that the Project does not represent a permanent loss of resource lands from agricultural cultivation. The Project will be constructed with driven steel piles as the foundations for the array. These steel piles can be removed with the same equipment used for installation. Most of the remainder of the equipment can be removed with hand tools. The soil on the project site will be kept in place by ground cover vegetation that the project will maintain through the site. At the end of life of the facility, the Project can be removed and the land would be available for use for agricultural production.

Order Exhibit B, Attachment 1

Z0115-17-CP & Z0116-17-C (Duus Solar – Goal Exception/Conditional Use)

Page 39 of 44



DCLD Comments to the Alternatives Analysis

Furthermore, we do not believe that the applicant has demonstrated that the subject property constitutes a significant comparative advantage over other potential sites within the UGB, which are identified below. OAR 660-004-0020(2)(b) requires an exception to demonstrate that the proposed use cannot be reasonably accommodated within an urban growth boundary. The subject property is adjacent to the Estacada UGB, which is largely undeveloped. As a basis for the alternatives analysis, the applicant suggests that the project must be located within two miles of the substation in Estacada, on a tract containing 70 acres, with relatively flat topography.

“Tract” is defined in ORS 215.010(2) as “one or more contiguous lots or parcels under the same ownership.” It appears that the applicant used this definition in evaluating alternate areas and restricted their analysis to parcels under same ownership. However, the alternative-area criteria in OAR 660-004-0020(2) does not limit such an analysis to the tract. In order to demonstrate that the proposed solar facility cannot be located within the Estacada UGB, the applicant must evaluate possible sites regardless of ownership. Parcels or portion of parcels under separate ownership may be combined to accommodate the solar facility within the UGB.

It is anticipated that land within a UGB will eventually be developed while land outside the UGB will remain available for resource uses. Whether a property owner has chosen to farm a particular parcel is immaterial. There are many reasons a parcel may lie fallow (to try to justify a zone change, for example). The relevant criteria do not address past use.

At the planning commission hearing, testimony was provided that the need for a zone change is sufficient for finding the alternative areas cannot reasonably accommodate the proposed solar facility. While a zone change may present additional obstacles for approval, it does not in itself make siting in the alternative areas unreasonable. The applicant should demonstrate whether such lands can be rezoned.

Per OAR 660-004-0020(2)(b)(C), a detailed evaluation of specific alternative sites is required if “such sites are specifically described, with facts to support the assertion that the sites are more reasonable, by another party during the local exceptions proceeding.” We have identified alternative areas within the UGB that can reasonably accommodate the proposed solar facility without the need for a goal exception. The substation proximity, project size, and topography criteria established by the applicant were utilized in identifying these alternative areas.

PNW Response

The two areas that DLCD identified as alternative sites within the UGB are not viable for several reasons. The following discusses those reasons for both specific areas:



Area 1

Area 1 contains a total of approximately 151 acres. Of the total 151 acres, approximately 72 acres are zoned EFU, approximately 40 are zoned MI (light industrial), and approximately 39 acres are zoned R1 (low density residential). All of the acres currently zoned EFU are designated as Single Family Residential on the Estacada Comprehensive Plan Map. This area contains 6 private residences, commercial businesses, and commercial agricultural operations across the 7 different parcels.

39 of the acres are zoned R1. Solar generation facilities are not an allowed use in R1 zones per the Estacada City Code. Also, portions of the R1 zoned acres in the Southeast portion of the area also include slopes over 15%, which is too steep to construct a solar energy facility. The 72 acres zoned EFU are designated single family residential on the Comprehensive Plan Map. Solar generation facilities would not be an allowed use per the Comprehensive Plan. The remaining acreage located in the light industrial zone is only 40 acres, which is not enough area to locate the Project.

The City of Estacada Comprehensive Plan indicates in the Goal 10 Housing Element section that the total acreage required for single family residential units to be 456 acres. A total of 474 acres has been designated on the Comprehensive Plan map for single family units. This leaves only 18 acres of not currently anticipated to be required. Since the project needs approximately 70 acres to be constructed. There is not enough acreage for the in the UGB for the City to revise the Comprehensive Plan Map to allow the project to be constructed in the R-1 zone identified in Area 1.

Furthermore, PNW discussed the possibility of amending the Comprehensive Map R-1 areas in Area 1 to allow for the project within the UGB. The City indicated via email (attached to this letter) that the R-1 areas in Area 1, based on the Comprehensive Plan Map adjacent uses, are a logical location for residential development as planned, and that currently there is not an intention in the City to amend the Comprehensive Plan in order to slate Area 1 for anything other than residential development or to change any of the Plan's population projections.

Area 1 is not a suitable alternative option to locate the project.

Area 2

Area 2 contains a total of approximately 100 acres across three parcels. Approximately 5 acres of the total 100 are zoned C1. The remaining approximately 95 acres are zoned R1. The parcels have multiple owners, one of which is the City of Estacada Public School District. Due to the zoning for these parcels, only the 5 acres zoned C1 would include a solar energy facility as an allowable use. This is not enough acreage to support the project.

Additionally, PNW discussed the possibility of amending the Comprehensive Map R-1 areas in Area 2 to allow for the Project within the UGB. The City indicated via email that 71 acres of



Area 2 have recently been approved by the City Council to be subdivided and developed into 316 single family lots. The remaining acreage of Area 2 is owned by the Estacada School District and abuts an elementary school. The Estacada School District already has a concept plan for how they intend to use this area for an expansion of School District sport facilities.

Area 2 is not a suitable alternative location for the project.

The analysis of these two additional areas support the conclusion in the previously completed alternatives analysis that there is not a viable alternative property for the project.

Please accept this letter as a response to the comments raised by DLCD in their July 27, 2017 letter. Note that PNW will forward a copy of this letter to DLCD in advance of the hearing scheduled for August 2nd, 2017.

Sincerely,



Ryan N. Meyer
Senior Vice President
Ryan.Meyer@pacificnorthwestsolar.net
(458) 205-5870 ext

7/31/2017

Subject: RE: Estacada City - R-1 Comp Map Zone
From: "Hamburg, Glen" <GHamburg@co.clackamas.or.us>
Sent: 7/28/2017 11:49:06 AM
To: "sschmitt@pnw-solar.com" <sschmitt@pnw-solar.com>;
Attachments: Campenella Estates Subdivision City Council Decision.pdf

Hi Steve,

"Area 2" is currently comprised of Tax Lot 34E20-00500 (71 acres) and another roughly 30 acres made up of the northern portion of Tax Lot 34E21B-00100 and the eastern portion of 34E20-00800. The former property was recently approved by the City Council to be subdivided and developed in to 316 single family lots (see attached Council Decision). The latter 30 acres of property, while also in the Comp Plan for low residential, is owned by the Estacada School District and abuts an elementary school. The subdivision approval attached notes on Page 18 that the Estacada School District already has a concept plan for how they intend to use that property for an expansion of School District sport facilities.

"Area 1" is planned for both industrial and low density residential. The residential portion (approximately 105 acres) of Area 1 is the closest vacant area planned for low density residential that is greater than 60 acres and less than 2,500 feet from Hwy 224, the main highway running through town. Because this area is also closer to industrial and commercial areas than other vacant portions of a similar size planned residential, and because it is already adjacent to lands under city jurisdiction (a requirement for annexation in to the city), it may be considered a more logical place for the future residential development needed to meet the city's continuing growth.

I have not heard from city officials any intention to amend the Comprehensive Plan in order to slate Area 1 for anything other than residential development or to change any of the Plan's population projections. However, you might contact City Manager Denise Carey (503.630.8270, ext. 204) on Monday to see if she has heard anything different from the Planning Commission or the City Council.

Best,

Glen Hamburg

Planner 1
Clackamas County Planning & Zoning
150 Beaver Creek Rd
Oregon City, OR 97045
Tel: 503.742.4523
Availability: Tuesday-Friday, 7am-6pm



The Clackamas County Department of Transportation and Development is dedicated to providing excellent customer service. Please help us to serve you better by giving us your [feedback](#). We appreciate your comments and will use them to evaluate and improve the quality of our public service.

Order Exhibit B, Attachment 1
Z0115-17-CP & Z0116-17-C (Duus Solar – Goal Exception/Conditional Use)
Page 43 of 44

7/31/2017

From: steve schmitt [mailto:sschmitt@pnw-solar.com]
Sent: Thursday, July 27, 2017 12:15 PM
To: Hamburg, Glen <GHamburg@co.clackamas.or.us>
Subject: Estacada City - R-1 Comp Map Zone

Glenn,

Thanks again for working to get back to me. Please see the attached areas that DLCD has asked us to review. Areas 1 and 2 are designated R-1 on the Comp Map. We are hoping to get the City's general thoughts on utilizing approximately 80 acres of the R-1 zone for a utility scale solar project, and if possible if the City believes the suggested locations would be viable. We understand locating the project in the R-1 would require an amendment to the Comp Plan. Thank you.

Steve Schmitt, PE, LEED AP, QSD
Pacific Northwest Solar, LLC
9450 SW Gemini Drive, #33304
Beaverton, OR 97008
Cell: (530) 906-9929
Direct: (855) 769-3637 x 105
www.pacificnorthwestsolar.net

Chapter 4: LAND USE

Z0115-17-CP & Z0116-17-C proposes the following amendments to the Agriculture Section of the Clackamas County Comprehensive Plan, Chapter 4.

AGRICULTURE

Agriculture areas are those of predominantly Class I through IV soils as identified by the United States Natural Resources Conservation Service or as identified in more detailed data; and other lands that are suitable for farm use due to soil fertility, suitability for grazing, climatic conditions, existing or future potential for irrigation, land use patterns, or accepted farming practices or are necessary to permit farming practices to be undertaken on adjacent or nearby lands.

GOALS

- Preserve agricultural use of agricultural land.
- Protect agricultural land from conflicting uses, high taxation and the cost of public facilities unnecessary for agriculture.
- Maintain the agricultural economic base of the County and increase the County's share of the agricultural market.
- Increase agricultural income and employment by creating conditions that further the growth and expansion of agriculture and attract agriculturally related industries.
- Maintain and improve the quality of air, water, and land resources.
- Conserve scenic and open space.
- Protect wildlife habitats.

4.OO. Agriculture Policies

4.OO.1. The following areas shall be designated Agriculture:

- 4.OO.1.1. Areas with predominantly Class I through IV agricultural soil as defined by the United States Natural Resources Conservation Service or identified as agricultural soil by more detailed data;
- 4.OO.1.2. Areas generally in parcels of 20 acres or larger;
- 4.OO.1.3. Areas primarily in agricultural use;
- 4.OO.1.4. Areas necessary to permit farming practices on adjacent lands or necessary to prevent conflicts with the continuation of agricultural uses;
- 4.OO.1.5. Other areas in soil classes different from NRCS I through IV when the land is suitable for farm use as defined in Oregon Revised Statutes 215.203(2)(a), taking into consideration soil fertility; suitability for grazing; climatic conditions; existing and future availability of water for farm irrigation purposes; existing land use patterns; technological and

[4-1]

ORDER EXHIBIT C

Z0115-17-CP, Z0116-17-C (Duus Solar – Goal Exception/Conditional Use)

8/24/2017

Clackamas County Comprehensive Plan

energy inputs required; and accepted farm practices.

- 4.OO.2. Agriculturally related industries shall be encouraged.
- 4.OO.3. Land uses that conflict with agricultural uses shall not be allowed.
- 4.OO.4. New sewer facilities shall not be allowed in Agricultural areas.
- 4.OO.5. Roads shall be developed in a manner and to a level compatible with maintaining Agricultural areas.
- 4.OO.6. Education and dissemination of information on agricultural crops, methods, and technology; special tax assessment programs; and new land-use techniques should be encouraged.
- 4.OO.7. Lawfully established nonconforming structures and uses that are destroyed by fire, other casualty, or natural disaster shall be allowed to reconstruct, as provided by the Zoning and Development Ordinance.
- 4.OO.8. The Exclusive Farm Use (EFU) zoning district implements the goals and policies of the Agriculture plan designation and should be applied in Agriculture areas.
- 4.OO.9. Forest zoning districts which require a minimum lot size of 80 acres or larger may be applied in Agriculture areas provided the primary uses are forest and forest-related and that permitted uses will not conflict with agricultural uses.
- 4.OO.10. Except on lands within urban growth boundaries or as provided by the Oregon Revised Statutes for abandoned or diminished mill sites, exceptions to Statewide Planning Goals 3 and 4 shall be required for a plan amendment from the Agriculture designation to any designation other than Forest.

4.OO.11. The County has adopted the following Exceptions to Statewide Planning Goal 3 (Agricultural Lands) to allow for specified, non-transportation land uses:

4.OO.11.1 An Exception pursuant to OAR 660, Divisions 4 and 33 to allow for the siting of a photovoltaic solar energy generation facility on approximately 70 acres of land on the north side of SE Duus Rd on taxlot 105 of tax assessors map T3S 4E, Section 17. For findings of fact and statement of reasons, see Board Order 2017-_____.

Clackamas County Comprehensive Plan

[4-3]

ORDER EXHIBIT C
Z0115-17-CP, Z0116-17-C (Duus Solar – Goal Exception/Conditional Use)
8/24/2017

**Resolution Affirming Clackamas
County's Commitment to Explore
Opportunities for Transitional
Shelter Communities**

Resolution No.

WHEREAS, the 2017 Point in Time Homeless Count identified more than 2,200 persons living in emergency shelters or unstable housing in Clackamas County; and

WHEREAS, Clackamas County is committed to achieving outcomes that improve the safety, health, and prosperity of all who live, work and recreate in Clackamas County; and

WHEREAS, the urgency of the region's housing crisis has compelled Clackamas County to amend its Zoning and Development Ordinance to allow transitional shelter communities in industrial zones, the Board of Commissioners also acknowledges that industrial land is used for industry and is often inconsistent with residential uses; and

WHEREAS, Clackamas County's efforts in zoning industrial land for transitional shelter is a practical effort to address an urgent need and not intending to remove or isolate our homeless population; and

NOW THEREFORE, Clackamas County is committed to promoting workforce development and growing the inventory of industrial/employment lands; and the Clackamas County Board of Commissioners following the success of the Veterans Transitional Shelter pilot project, does hereby resolve:

- To explore and identify all suitable available lands for transitional shelter communities, including sites outside of industrial zones.
- To develop standards of operations that include access to transportation, to social services and that provide employment opportunities for residents of transitional shelter communities.
- To explore other available options for addressing critical housing needs for our community and seek the collaborative support and participation of our cities, residents, businesses, community groups and stakeholders in this effort.
- To ensure that Clackamas County's department of Health, Housing and Human Services has the adequate resources to review and approve proposed operators of any future transitional shelter communities.

Dated this 24th day of August, 2017

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

August 24, 2017

Board of County Commissioners
 Clackamas County

Members of the Board:

Adoption of Zoning and Development Ordinance 267, Amendments to the
 Comprehensive Plan and Zoning and Development Ordinance to Allow
Transitional Shelter Communities

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
 Assistants

Purpose/Outcomes	Amend the Comprehensive Plan and ZDO
Dollar Amount and Fiscal Impact	None
Funding Source	Not applicable
Duration	Until August 28, 2019 or the approval of three transitional shelter communities, whichever first occurs
Previous Board Action	The Board of County Commissioners held two policy sessions that led to ZDO-267, one on December 6, 2016, and the other on March 14, 2017. At the March 16, 2017, Business Meeting, the Board approved the Long Range Planning Work Program for 2017-2018, which included this project. The Board held a hearing on ZDO-267 on August 2, 2017.
Strategic Plan Alignment	Ensure safe, healthy and secure communities.
Contact Person	Jennifer Hughes, 503-742-4518
Contract No.	None

BACKGROUND:

Despite consistently adding access and capacity to housing programs, the houseless population in Clackamas County continues to grow. The recently completed 2017 Point-In-Time count of our houseless population showed an 11% increase since 2013. In response to this growing challenge, the county is developing a variety of tools to meet the needs of this diverse and increasing population.

The County Commissioners and staff are currently focused on creating a structure for transitional shelter communities as one way to help end houselessness in the county. These shelter projects focus on residents as members of a community by providing small-scale housing as part of a "village" setting. This approach is recognized nationally as a proven method for moving houseless people up the housing continuum towards more sustainable, long-term options.

The county's current land use regulations do not provide a clear pathway for the development of a transitional shelter community for houseless people. The amendments will provide such a pathway and include the following key provisions:

- Adopt Comprehensive Plan policy language to support development regulations for transitional shelter communities
- Define transitional shelter communities
- Permit transitional shelter communities as conditional uses in the Light Industrial and General Industrial zones
- Implement standards for transitional shelter community developments, such as shelter unit type and size, utilities, storage, fencing, setbacks and structure separation
- Waive requirements for the design review application that typically applies in industrial zones
- Waive some general development standards, such as building design, street lighting and off-street parking
- Repeal the ZDO provisions after two years or after three projects are approved, whichever comes first

The Planning Commission conducted public hearings on this matter on July 10 and 24, 2017. By a vote of 8-0, the Planning Commission recommended approval to the BCC of ZDO-267.

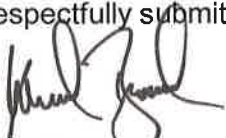
The Board conducted a public hearing on this matter on August 2, 2017. By a vote of 3-2, the Board voted to approve the amendment package as recommended by the Planning Commission with the following changes: allow residents under the age of 18 in transitional shelter communities, allow transitional shelter communities only on land owned by Clackamas County or one of the County's component units, and require the Director of the County Department of Health, Housing and Human Services to consult with the County Administrator when determining whether to approve the proposed operator of a transitional shelter community.

In addition to editing the drafts to include the changes voted on by the Board, staff edited the sunset clause language to be more specific about what is meant by the approval of three projects triggering repeal of the provisions and moved the requirement for county approval of transitional shelter community operators from Section 202 to Section 842.

RECOMMENDATION:

Staff recommends the Board adopt the attached ordinance.

Respectfully submitted,



Nate Boderman
Assistant County Counsel

ORDINANCE NO. ZDO-267

An Ordinance Amending Chapters 4 and 6 of the Clackamas County Comprehensive Plan and Sections 202, 602 and 1203 of the Clackamas County Zoning and Development Ordinance and Adding a New Section 842 to the Clackamas County Zoning and Development Ordinance

WHEREAS, the houseless population in Clackamas County is increasing; and

WHEREAS, the county is developing a comprehensive strategy to combat this growing crisis; and

WHEREAS, in March 2017, the Board of County Commissioners included a project to address one component of the housing strategy—transitional housing—in the adopted work program for the Planning and Zoning Division; and

WHEREAS, there is no clear pathway in the county’s land use regulations that allows the development of transitional shelters; and

WHEREAS, it is necessary to amend the Comprehensive Plan and Zoning and Development Ordinance to provide such a pathway; and

WHEREAS, after duly-noticed public hearings on July 10 and July 24, 2017, the Clackamas County Planning Commission recommended approval of amendments to the Comprehensive Plan and Zoning and Development Ordinance to provide for transitional shelter communities as a conditional use in the Light Industrial and General Industrial Districts, subject to various standards; and

WHEREAS, after a duly-noticed public hearing on August 2, 2017, the Board of County Commissioners orally approved the Planning Commission’s recommendation with the following changes: allow residents under the age of 18 in transitional shelter communities, allow transitional shelter communities only on land owned by Clackamas County or one of the County’s component units, and require the Director of the County Department of Health, Housing and Human Services to consult with the County Administrator when determining whether to approve the proposed operator of a transitional shelter community; now therefore

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapters 4 and 6 of the Clackamas County Comprehensive Plan are hereby amended as shown in Exhibit A, hereto attached.

Section 2: Sections 202, 602 and 1203 of the Clackamas County Zoning and Development Ordinance are hereby amended, and Section 842 of the Clackamas County Zoning and Development Ordinance is hereby added, as shown in Exhibit B, hereto attached.

Section 3: This ordinance shall be effective on August 28, 2017.

ADOPTED this 24th day of AUGUST, 2017

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Ordinance ZDO-267
Comprehensive Plan Amendments

Text to be added is underlined. Text to be deleted is ~~strikethrough~~.

Chapter 4: LAND USE

Editor's Note: No changes are made to the preceding provisions of Chapter 4.

INDUSTRIAL

This section of the Land Use Chapter addresses the location of industrial land and the physical development of industrial districts. Other aspects of industry such as industrial growth, diversity and employment are addressed in Chapter 8, *Economics*.

The Campus Industrial designation shall be limited to areas currently designated as Campus Industrial.

Business Park, Light Industrial and General Industrial areas are designated to accommodate manufacturing, processing, storage, wholesale distribution, and research facilities, as well as other compatible ~~industrial and commercial~~ uses. Primary uses in Business Park areas generate no outdoor processing, storage, or display. Primary uses in Light Industrial areas generate minimal outdoor storage and no outdoor processing or display. General Industrial areas are intended to allow outdoor processing, storage, and display, with design and operational criteria to mitigate impacts on adjacent uses. In all industrial areas, development standards, including site planning, building type, truck and traffic circulation, landscaping, buffering, and screening shall be satisfied to ensure compatibility with, and an attractive appearance from, adjacent land uses.

GOALS

- Provide, via existing Campus Industrial land, attractive areas for mixed uses including clean, employment-intensive industrial and office uses integrated with housing.
- Provide areas for general industry that meet the locational requirements of prospective industries and protect designated industrial areas from encroachment of incompatible uses.
- Protect Industrial areas from the transportation impacts of residential and commercial development.
- Protect areas adjacent to industrial areas from potential blighting effects of noise, dust, odor or high truck traffic volumes.
- Conserve the supply of industrial land.

4.DD. Campus Industrial Policies

4.DD.1. The Campus Industrial designation, and corresponding Campus Industrial zoning

district, shall be limited to areas currently designated Campus Industrial.

- 4.DD.2. Determine permitted uses by zoning. Zoning of Campus Industrial areas shall be consistent with this Plan and the stated purpose of compatible zoning districts. The zone should allow light industrial uses which do not produce substantial noise, smoke, dust, noxious odors or truck traffic. Offices, high density residential uses, and commercial retail and service uses for employees and residents shall be allowed.
- 4.DD.3. Require a unified site design for all properties within the Campus Industrial district. Clearly identify entrances and exits within the area and integrate internal circulation within the area.
- 4.DD.4. Require in all Campus Industrial development a minimum of 25 percent of the total developed area to be landscaped and integrated with the open space system. Landscaping may be shared between developments within the Campus Industrial district.
- 4.DD.5. Provide for pedestrian/bicycle circulation within the Campus Industrial area as well as access to transit corridors and, where applicable, to nearby medium or high density residential areas.
- 4.DD.6. Require curbs, drainage controls, underground utilities and street lighting.
- 4.DD.7. Require all Campus Industrial developments to be subject to the design review process.

4.EE. Business Park Policies

- 4.EE.1. Areas may be designated Business Park when all of the following criteria are met:
 - 4.EE.1.1. Areas with good access to an existing or planned four-lane major arterial, expressway, or better road.
 - 4.EE.1.2. Areas adjacent to a street of at least a collector status.
 - 4.EE.1.3. Areas with significant natural or man-made amenities, as long as other criteria apply.
- 4.EE.2. The Business Park zoning district implements this designation.
- 4.EE.3. Require landscaping and strictly limit outdoor processing, outdoor storage and outdoor display, to enhance the appearance on site and from off site.
- 4.EE.4. Require all Business Park uses to be subject to development standards intended to maintain high aesthetics in the area.
- 4.EE.5. Require curbs, sidewalks, drainage controls, underground utilities and street

lighting.

4.FF. Light Industrial Policies

- 4.FF.1. The following areas may be designated Light Industrial when either the first or all of the other criteria are met:
 - 4.FF.1.1. Areas having an historical commitment to industrial uses.
 - 4.FF.1.2. Areas with excellent access to the regional transportation network.
 - 4.FF.1.3. Areas with access to a street of at least a minor arterial classification.
 - 4.FF.1.4. Areas with sites large enough for several industries to cooperatively design an industrial park.
- 4.FF.2. The Light Industrial zoning district implements this designation.
- 4.FF.3. Determine permitted uses through zoning. Zoning of Light Industrial areas shall be consistent with this Plan and the stated purpose of compatible zoning districts. Timing of zoning district application shall be in accord with the orderly development of the County.
- 4.FF.4. Limit land uses other than industrial or industrially related uses but balance these limits with the need to provide locations for certain governmental, recreational or social service uses that may prove challenging to locate elsewhere.
- 4.FF.5. Clearly identify entrances and exits to facilitate efficient traffic movement. The internal circulation system should have broad lanes and turnarounds large enough to accommodate truck traffic. Access streets should include curbs and gutters.
- 4.FF.6. Require landscaping and limit outdoor processing, outdoor storage and outdoor display to enhance the appearance on site and from off site.
- 4.FF.7. Provide for pedestrian and bicycle access to adjacent transit corridors and, where applicable, to nearby residential areas. Require sidewalks when appropriate.
- 4.FF.8. Require storm drainage control measures as an integral part of all industrial area development to compensate for large roofs and paved parking areas within industrial areas.
- 4.FF.9. Require underground utilities and street lighting.
- 4.FF.10. Require all Light Industrial developments to be subject to the design review process.
- 4.FF.11. Encourage coordinated utility and traffic improvements in industrial land divisions.

4.GG. General Industrial Policies

- 4.GG.1. The following areas may be designated General Industrial when either the first or all of the following criteria are met:
 - 4.GG.1.1. Areas having an historical commitment to industrial uses.
 - 4.GG.1.2. Areas with availability of rail service, access to navigable water, known mineral deposits or freeway access.
 - 4.GG.1.3. Areas where buffering land uses or physical features provide protection for lower intensity land uses, particularly Low Density Residential areas.
 - 4.GG.1.4. Areas having access to a street of at least a major arterial classification. Sites within the broader district may be accessed by roads of a lower classification. Designation shall not result in significant traffic increase on streets of less than a collector status serving residential areas.
 - 4.GG.1.5. Areas with sites large enough to accommodate expansion of individual establishments or serve several establishments within one district.
- 4.GG.2. The General Industrial zoning district implements this designation.
- 4.GG.3. Determine permitted uses through zoning. Zoning of General Industrial areas shall be consistent with this Plan and the stated purpose of compatible zoning districts. Timing of zoning district application shall be in accord with the orderly development of the County.
- 4.GG.4. Limit land uses other than industrial or industrially related uses.
- 4.GG.5. Clearly identify entrances and exits to facilitate efficient traffic movement. The internal circulation system should have broad lanes and turnarounds large enough to accommodate truck traffic. Access streets should include curbs and gutters.
- 4.GG.6. Require landscaping to enhance the appearance on site and from off site.
- 4.GG.7. Provide for pedestrian and bicycle access to adjacent transit corridors and, where applicable, to nearby residential areas.
- 4.GG.8. Require storm drainage control measures to be an integral part of the site design and improvements if site development includes large roof and paved parking areas.
- 4.GG.9. Require sidewalks, when appropriate.
- 4.GG.10. Require curbs, underground utilities and street lighting.
- 4.GG.11. Require all General Industrial developments to be subject to the design review process. |

Editor's Note: No changes are made to the remaining provisions of Chapter 4.

Chapter 6: HOUSING

Meeting the future housing needs and desires of residents will require a variety of housing types and densities. For example, the desire for home ownership can be partially met with manufactured dwellings and condominiums in large or small complexes or owner-occupied duplexes. A range of housing prices can be encouraged by providing a greater variety of lot sizes for single-family housing. More multifamily dwellings and other alternative housing forms are needed to house the young, the elderly, and lower-income households which are priced out of the single-family housing market, or households which may prefer other than single-family homes.

ISSUES

The planning process has identified a number of issues. These issues address affordable housing, housing choice and variety, citizen preference, density, neighborhood livability, and compatibility with mass transit. Some of these issues follow:

1. The availability of shelter and housing options for houseless persons
24. Affordable housing for all the County's households
32. Housing for low- and moderate-income households, the elderly, and mentally or physically handicapped residents
43. A variety of housing types for all income levels, including single-family dwellings, multifamily dwellings, three-family dwellings, two-family dwellings, condominiums, and manufactured dwellings
54. The number and densities of single-family, two-family, three-family, and multifamily dwelling units and manufactured dwellings
65. Locations of multifamily housing in relation to services, employment, transportation, and open space
76. Locations of individual manufactured dwellings and manufactured home parks
87. Owner-occupied and renter-occupied housing

SUMMARY OF FINDINGS AND CONCLUSIONS

1. The Clackamas County is projected to gain as many as 112,500 people between 1987 and 2010.

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2. Projected population growth is expected to be slower than the County experienced in the 1970s, faster than the 1980s. From 1970 to 1978 the average annual growth rate was 3.8 percent per year, and from 1980 to 1987 it was .76 percent. The forecast for planning purposes is 1.6 percent per year from 1987 to 2010.
3. The northwest urban area has the potential of being the most energy-efficient and cost-effective location for growth in the County.
4. Since 1980, 30 percent of the new dwelling units built in the entire County have been multifamily units, including duplexes. In the northwest urban area, 41 percent of new units have been multifamily.
5. It is forecast that 26 percent of the new dwelling units built in the next 20 years in the entire County, and 32 percent of the new units built in the northwest urban area, will be multifamily.
6. Lack of affordable housing continues to be a problem, especially severe for households headed by the young, elderly, single parents, or handicapped individuals.
7. The Clackamas County has a shortage of special living environments for the developmentally disabled and chronically mentally ill, a particularly pressing need as the de-institutionalization movement continues to accelerate and homes must be found in communities for previously institutionalized residents. (Note: The County social services agency does not identify a particular shortage of special housing for their elderly clients at this time (1990).
8. There are few condominiums in unincorporated areas.
9. The Clackamas County 2017 Point-in-Time Count of Homeless Individuals identified 2,293 homeless individuals. Despite an increase in available housing dedicated to unsheltered or unstably housed individuals, the 2017 count represents an increase of 10.7% over 2013.

HOUSING GOALS

- Meet the needs of the County houseless population through a variety of short- and long-term options.
- Provide opportunities for a variety of housing choices, including low- and

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moderate-income housing, to meet the needs, desires, and financial capabilities of all ~~Clackamas~~-County residents to the year 2010.

- Protect the quality, lifestyle, and values of existing neighborhoods.

6.A Housing Choice Policies

- 6.A.1 Encourage development that will provide a range of choices in housing type, density, and price and rent level throughout the urban areas of the County.
- 6.A.2 Provide for manufactured home park development.
- 6.A.3 Encourage new condominiums of all types, densities, and price ranges but discourage conversion of existing rental units.
- 6.A.4 Encourage an adequate number and variety of rental units including those that allow children.
- 6.A.5 Develop detailed community plans when appropriate to ensure that both housing choice and neighborhood quality and livability goals are attained.
- 6.A.6 Encourage a diversity of housing types and densities in planned unit developments.
- 6.A.7 Encourage a wide range of housing alternatives for the elderly or handicapped.

6.B Affordable Housing Policies

- 6.B.1 Encourage development of affordable housing (including public subsidized housing) to produce a range of housing prices and rent ranges commensurate with the range of the County's household incomes.
- 6.B.2 Encourage the development of low- and moderate-income housing with good access to employment opportunities.
- 6.B.3 Encourage diversified, affordable housing opportunities for the elderly or handicapped.
- 6.B.4 Support the regional Housing Opportunity Plan (HOP), the County's Community Development Block Grant program, and the County's Public Housing Program as a means to provide more low- and moderate-income housing.

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- 6.B.5 Pursue subsidies to provide affordable housing for low- and moderate-income households including the elderly and the handicapped.
- 6.B.6 Encourage more affordable housing by:
 - 6.B.6.1 Providing for higher-density, single-family development by planning for smaller-lot developments, implemented by the R-2.5 to R-8.5, VR-4/5, VR-5/7, and VTH zoning districts;
 - 6.B.6.2 Providing for increased capacity for multifamily development at six density levels: Medium, Medium High, High, Special High, Regional Center High, and Village Apartment;
 - 6.B.6.3 Allowing alternative road and improvement standards where appropriate (see the policies in the Roadways section of Chapter 5, *Transportation System Plan*);
 - 6.B.6.4 Allowing reduced utility and roadway costs through flexible lotting patterns in subdivisions and planned unit developments;
 - 6.B.6.5 Allowing density transfers from hard-to-develop sites in planned developments;
 - 6.B.6.6 Providing expedient, efficient design review, building permit, zoning, and subdivision processes;
 - 6.B.6.7 Encouraging growth in areas where public services can be economically provided;
 - 6.B.6.8 Encouraging common-wall construction;
 - 6.B.6.9 Encouraging more condominiums and manufactured dwellings;
 - 6.B.6.10 Emphasizing planned developments resulting in less expensive lots;
 - 6.B.6.11 Continuing to allow single-family dwellings to be built on lots of record down to 3,000 square feet (or smaller in zoning districts that permit the platting of smaller lots); and
 - 6.B.6.12 Continuing to allow prefabricated housing that meets the Uniform Building Code on individual lots of record within the Portland Metropolitan Urban Growth Boundary.
- 6.B.7 Give priority for relocation into public housing to low-income residents

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displaced by development of property to commercial, industrial, or multifamily use.

- 6.B.8 Encourage continuation of existing manufactured dwelling parks.
- 6.B.9 Give every new subdivision of 20 lots or more a density bonus of one lot for every lot reserved for assisted housing to provide an adequate amount of dispersion of assisted housing (see Policy 6.H.1).

6.B.10 Develop and support a full spectrum of shelter and housing options (e.g., emergency shelters, transitional shelters, and public housing) that assist individuals in moving from houselessness to stable, long-term housing solutions.

6.C Neighborhood Quality Policies

- 6.C.1 Provide for a variety of housing opportunities that are complementary or compatible with existing neighborhoods.
- 6.C.2 Encourage the maintenance or upgrading of existing neighborhoods.
- 6.C.3 Discourage the demolition of housing which can be economically renovated in residential areas.

6.D Urban Infill Policies

- 6.D.1 Make use of existing urban service capacities without damaging the character of existing low-density neighborhoods by:
 - 6.D.1.1 Providing higher-density residential land use plan designations.
 - 6.D.1.2 Locating higher-density land use plan designations at locations that have minimum impact on existing low-density neighborhoods.
 - 6.D.1.3 Encouraging development within Immediate Urban Areas where services are available (see the Immediate Urban Policies section in Chapter 4, *Land Use*).
 - 6.D.1.4 Allowing greater flexibility for two- and three-family dwellings (see Policies 6.F.1 through 6.F.5).
 - 6.D.1.5 Establishing a transportation policy that encourages investments to improve the existing system prior to making investments in new roads (see the policies in the Roadways

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section of Chapter 5).

- 6.D.1.6 Protecting existing neighborhoods by designating compatible land uses in existing low-density neighborhoods. (see the Low Density Residential Policies section in Chapter 4).
- 6.D.1.7 Encouraging shared access when developing flag lots.
- 6.D.1.8 Facilitating development on hillsides within the limits of public safety and land suitability. (see the Natural Hazards section of Chapter 3, *Natural Resources and Energy*; and the Low Density Residential Policies and Open Space sections of Chapter 4.)
- 6.D.1.9 Allowing density transfers from hazard areas to more suitable sites.
- 6.D.1.10 Allowing the use of half-street or private common access drives where appropriate but not exceeding access to more than seven lots.
- 6.D.1.11 Allowing waivers of residential setback requirements pursuant to adopted criteria.
- 6.D.1.12 Allowing waivers of sidewalk and curb requirements along existing road frontage where not in conflict with Chapter 5.
- 6.D.1.13 Protecting the privacy of existing residences by buffer requirements where appropriate.

6.E Multifamily Residential Policies

- 6.E.1 Encourage multifamily residential development consistent with the needs and desire of County residents. (Multifamily residential refers to all development in Village Apartment and Medium, Medium High, High, Special High, and Regional Center High Density residential land use designations.)
- 6.E.2 Require design review approval for all multiple-family development.
- 6.E.3 Design review will address the following:
 - 6.E.3.1 Energy efficiency and conservation
 - 6.E.3.2 Access to transit

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- 6.E.3.3 Crime prevention including natural surveillance of public areas by residents
 - 6.E.3.4 Open space, including recreation areas and children's play areas
 - 6.E.3.5 Privacy considerations, including private entries, patios, and fencing
 - 6.E.3.6 Noise abatement
 - 6.E.3.7 Shared parking to reduce paved areas
 - 6.E.3.8 Accessibility of parking to units
 - 6.E.3.9 Pedestrian/bicycle facilities on and off site
 - 6.E.3.10 Minimization of impervious ground cover
 - 6.E.3.11 Retention of natural areas and features such as major trees
 - 6.E.3.12 Landscaping
 - 6.E.3.13 Screened parking areas
- 6.E.4 Allow density bonuses for provision of units for low-income residents either through a government-subsidized program or the private sector, and for parks dedication.

6.F Common-Wall Units Policies

- 6.F.1 Encourage "common-wall" dwelling units. (Common-wall refers to all attached dwelling units allowed in Low Density Residential land use plan designations.)
- 6.F.2 Allow as an outright permitted use in all new subdivisions except planned unit developments up to 20 percent of the units to be common-wall construction.
- 6.F.3 Allow as an outright permitted use, all units to be common-wall units in planned unit developments.
- 6.F.4 Allow as a conditional use a two- or three-family dwelling on individual lots with a lot area per unit equal to approximately two-thirds the average lot area of the base zone.

6.G Manufactured Dwelling Policies

- 6.G.1 Support the provision of needed manufactured dwelling sites throughout the County.
- 6.G.2 Allow new manufactured home parks as a primary use in Medium Density Residential zoning districts, but not in designated commercial, industrial, or higher-density multifamily areas.
- 6.G.3 Permit a mobile home in lieu of a single-family dwelling in future urban, future urban study, unincorporated community, rural, agriculture, and forest areas and in unincorporated communities, except Government Camp, Rhododendron, Wemme/Welches, Wildwood/Timberline, and Zigzag Village.
- 6.G.4 Permit a manufactured home in lieu of a single-family dwelling. Require compliance with design standards for such manufactured homes in immediate urban areas and in the unincorporated communities of Government Camp, Rhododendron, Wemme/Welches, Wildwood/Timberline, and Zigzag Village.
- 6.G.5 Existing manufactured dwelling parks shall not redevelop unless a plan for relocation of the existing tenants is submitted and approved prior to redevelopment.

6.H Density Bonus Policy

- 6.H.1 Allow density bonuses in Low, Medium, Medium High, and High Density Residential land use plan designations where special performance criteria have been met.]

Ordinance ZDO-267
Zoning and Development Ordinance Amendments

Text to be added is underlined. Text to be deleted is ~~strikethrough~~.

202 **DEFINITIONS**

ACCESSORY BUILDING OR USE: A subordinate building or use, the function of which is clearly incidental to that of the main building or use on the same lot.

ACCESSWAY: A public right-of-way, a portion of which is hard surfaced, for use by pedestrians and bicyclists providing a direct route where public roads require significant out of direction travel.

ACCESS DRIVE: A private way, with a travel surface generally no more than 12 feet in width, created by deed or easement to provide vehicular ingress to, or egress from not more than two lots or parcels.

ACTIVE RECREATIONAL AREA: An area such as a park, sports field, or golf course, where turf provides a playing surface that is dedicated to active play.

ADJOINING: Contiguous or abutting exclusive of street width. It shall include the terms adjacent, abutting or contiguous.

ADULT BUSINESS: A range of commercial activities characterized by live, closed circuit, or reproduced material which has an emphasis on nudity and/or specified sexual activity. Such businesses generally limit their patrons to persons at least 18 years of age. Adult businesses include the following types of establishments: adult bookstores, adult theaters, adult arcades, adult cabarets, and adult paraphernalia shops, as defined below, and other establishments which feature any combination of activity or merchandise described below which collectively account for 25 percent, or more, of the establishment's activity or merchandise. These definitions shall not be construed to allow uses or activities which are unlawful under State criminal laws.

"Adult bookstore" is an establishment having as 25 percent or more of its merchandise for sale, rent, or viewing on the premises, such items as books, magazines, other publications, films, video tapes or video discs which are distinguished by their emphasis on specified sexual activities, as defined in this ordinance.

"Adult theater" is an establishment used for more than 25 percent of showtime for presenting material (either live, closed circuit, or prerecorded) for observation by patrons therein which has as a dominant theme an emphasis on nudity and/or specified sexual activities, as defined in this ordinance.

"Adult arcade" is an establishment offering viewing booths or rooms for one or more persons in which 25 percent, or more, of the material presented (either live,

closed circuit, or reproduced) is characterized by an emphasis on nudity and/or specified sexual activities, as defined in this ordinance.

"Adult cabaret" is an establishment having as its primary attraction live exhibitions (either for direct viewing, closed circuit viewing, or viewing through a transparent partition) for patrons, either individually, or in groups, where the exhibition material presented is characterized by an emphasis on nudity and/or specified sexual activities, as defined in this ordinance.

"Adult paraphernalia shop" is an establishment having as 25 percent or more of its merchandise objects which stimulate human genitalia and/or objects designed to be used to substitute for or be used with human genitalia while engaged in specified sexual activities, as defined in this ordinance.

AIRPORT, PERSONAL-USE: An airstrip restricted, except for aircraft emergencies, to use by the owner and, on an infrequent and occasional basis, by his invited guests, and to commercial activities in connection with agricultural operations only.

AIRPORT, PRIVATE USE: An airport restricted, except for aircraft emergencies, to use by the owner and his invited guests. The determination as to whether an airport is private or public-use is made by the Oregon Department of Aviation.

AIRPORT, PUBLIC-USE: An airport that is open to use by the flying public, with or without a request to use the airport.

ALLEY: A travel way that is used primarily for vehicular service access to the back or side of properties otherwise abutting on a street.

ALTERATION, CULTURAL RESOURCE: Any exterior change or modification, through public or private action, of any cultural resource or of any property located within an historic district including, but not limited to, exterior changes to or modification of structure, architectural details or visual characteristics such as paint color and surface texture, grading, surface paving, new structures, cutting or removal of trees and other natural features, disturbance of archaeological sites or areas, and the placement or removal of any exterior objects such as signs, plaques, light fixtures, street furniture, walls, fences, steps, plantings and landscape accessories affecting the exterior visual qualities of the property.

ANTIQUES: Goods that, by virtue of their age or unusual quality, are generally considered to be of historical and/or artistic interest, ordinarily such items are in good state of preservation or are restorable to their original conditions.

ARCHITECTURAL FEATURES: Features include, but are not limited to cornices, canopies, sunshades, gutters, chimneys, fireplaces, flues and eaves. Architectural features shall not include any portion of a structure built for the support, occupancy, shelter or enclosure of persons or property of any kind.

ARCHITECTURAL FEATURES, CULTURAL RESOURCE: The architectural elements embodying style, design, general arrangement and components of all of the outer surfaces of an improvement, including, but not limited to, the kind, color, texture of the building materials and type and style of all windows, doors, lights, signs and other fixtures appurtenant to such improvements.

AUTOMATIC IRRIGATION CONTROLLER: An automatic timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.

BABYSITTER: A person who goes into the home of a child to give care during the temporary absence of the parent or legal guardian or custodian.

BASEMENT: A portion of a building which has less than one-half of its height measured from finished floor to finished ceiling above the average elevation of the adjoining ground, but not an "underground structure" as defined in this ordinance.

BEACON: Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same site as the light source; also, any light with one or more beams that rotate or move.

BED AND BREAKFAST ESTABLISHMENT: A use carried on in a structure designed for a single-family dwelling, except as provided under Section 832, which provides rooms for rent on a daily basis to the public and which includes a breakfast meal as part of the cost of the room. Bed and breakfast establishments do not include other similar uses, such as motels, health or limited care facilities, boarding houses, group quarters, hostels, or rescue missions. All bed and breakfast establishments require tourist facility licensing by the appropriate agency. Bed and breakfast residences and inns, as defined below, must also satisfy the State Health Division requirements. Three levels of bed and breakfast establishments are as follows:

"Bed and Breakfast Homestay" provides overnight accommodations plus breakfast in an owner-occupied dwelling that provides one or two guest rooms for occasional bed and breakfast guests, not exceeding five guests at one time. Primary use of the dwelling remains as a dwelling, not as a lodging establishment. All reservations are made in advance. Income derived from bed and breakfast activity does not generally represent a primary source of income. Bed and breakfast homestays are major home occupations, subject to Section 822.

"Bed and Breakfast Residence" provides overnight accommodations plus breakfast and occasional family-style meals for guests, in an operator- or owner-occupied dwelling that provides up to five rooms on an occasional or regular basis. Income derived from the bed and breakfast activity may represent a primary source of income. Bed and breakfast residences are subject to Section 832, and all requirements of the underlying district.

"Bed and Breakfast Inn" provides accommodations plus breakfast on a daily or weekly basis in an operator- or owner-occupied dwelling that is primarily used for this purpose. This use is operated as a commercial enterprise, encourages direct bookings from the public, and is intended to provide a major source of income to the proprietors. This level includes inns that operate restaurants offering meals to the general public as well as to overnight guests. Bed and breakfast inns are subject to Section 832 and all requirements of the underlying district.

BICYCLE RACK: An apparatus designed to support the central frame of a bicycle and allow locking of both wheels, without the removal of wheels.

BIKEWAY: A paved facility provided for use by cyclists. There are five types of bikeways.

Shared Roadway: A type of bikeway where motorists and cyclists occupy the same roadway area. Shared roadways are allowed on neighborhood streets and on rural roads and highways.

Shoulder Bikeway: A bikeway which accommodates cyclists on paved roadway shoulder.

Bike Lane: A section of roadway designated for exclusive bicycle use, at the same grade as the adjacent roadway.

Bike Path: A bike lane constructed entirely separate from the roadway.

Cycle Track: An exclusive "grade-separated" bike facility elevated above the street level using a low-profile curb and a distinctive pavement material.

BLANKETING: The visual blocking of one sign by another as seen by a motorist traveling a street or highway.

BLOCK: A parcel of land bounded by streets, railroad rights-of-way, waterways, parks, unsubdivided acreage, or a combination thereof.

BUILDING: Any structure used or intended for supporting or sheltering any use or occupancy.

BUILDING ENVELOPE: The three dimensional space which is to be occupied by a building.

BUILDING LINE: A straight line that is parallel and adjacent to the front side of the main building and parallel to the front lot line.

BUILDING OR STRUCTURE HEIGHT: The term "height of building" shall be calculated by the methods identified in the State of Oregon Structural Specialty Code or the State of Oregon One and the Two Family Dwelling Specialty Code, as applicable.

BULK PLANT: Hazardous substances at the bulk plant level are manufactured, collected, repackaged, stored, or distributed, but are generally not used on the site. The primary emphasis of uses at the bulk plant level is on hazardous substances. Materials are stored in large permanent tanks. Bulk plant quantities are larger than amounts transported in or out in any single shipment. Processors of hazardous substances will generally be at this level. Uses which produce hazardous substances as a by-product or accessory to another product are not in this category.

CANNABINOID: Any of the chemical compounds that are the active constituents of marijuana.

CANNABINOID CONCENTRATE: A substance obtained by separating cannabinoids from marijuana by a mechanical extraction process; a chemical extraction process using a nonhydrocarbon-based or other solvent, such as water, vegetable glycerin, vegetable oils, animal fats, isopropyl alcohol, or ethanol; a chemical extraction process using the hydrocarbon-based solvent carbon dioxide, provided that the process does not involve the use of high heat or pressure; or any other process identified by the Oregon Liquor Control Commission, in consultation with the Oregon Health Authority, by rule.

CANNABINOID EDIBLE: Food or potable liquid into which a cannabinoid concentrate, cannabinoid extract, or dried marijuana leaves or flowers have been incorporated.

CANNABINOID EXTRACT: A substance obtained by separating cannabinoids from marijuana by a chemical extraction process using a hydrocarbon-based solvent, such as butane, hexane or propane; a chemical extraction process using the hydrocarbon-based solvent carbon dioxide, if the process uses high heat or pressure; or any other process identified by the Oregon Liquor Control Commission, in consultation with the Oregon Health Authority, by rule.

CANNABINOID PRODUCT: A cannabinoid edible and any other product intended for human consumption or use, including a product intended to be applied to the skin or hair, that contains cannabinoids or dried marijuana leaves or flowers. Cannabinoid product does not include usable marijuana by itself, a cannabinoid concentrate by itself, a cannabinoid extract by itself, or industrial hemp as defined in Oregon Revised Statutes 571.300.

CARE: The provision of room and board and other services as needed to assist in activities of daily living, such as assistance with bathing, grooming, eating, medication management, money management, or recreation.

CLACKAMAS REGIONAL CENTER: The regional center identified on Comprehensive Plan Map X-CRC-1, *Regional Center, Corridors, and Station Community*, excluding the portion in the City of Happy Valley.

COGENERATION FACILITY: A facility that produces, through the sequential use

of energy, electric energy and useful thermal energy including but not limited to heat or steam, used for industrial, commercial, heating, or cooling purposes; and is more than 50 percent owned by a person who is not an electric utility, an electric holding company, an affiliated interest, or any combination thereof.

COMMERCIAL USE: The use of land and/or structures for the conduct of retail, service, office, artisan, restaurant, lodging, daycare, entertainment, private recreational, professional, and similar uses.

COMMON OWNERSHIP: Land commonly owned to include open space lands dedicated in planned unit developments and lands dedicated for open space which are owned by homeowners associations.

COMMUNITY GARDEN: A site where any kind of plant, except marijuana, is grown, and several individuals or households cultivate the site. The site may be divided into individual allotments, or gardeners may work together to cultivate the entire property. The land may be publicly or privately owned. The plants are grown for personal use by the gardeners, or for donation, and sales are prohibited.

COMPOSTING: The managed process of controlled biological decomposition of green feedstocks. It does not include composting for the purposes of soil remediation.

COMPOSTING FACILITY: A site or facility, excluding home composting areas as described in Section 202 and agricultural composting conducted as a farm use, which utilizes green feedstocks to produce a useful product through a managed process of controlled biological decomposition. Composting may include amendments beneficial to the composting process. Vermiculture and vermicomposting are considered composting facilities. Composting facilities or sites may include sales of the finished product, as well as accessory products limited to topsoil, barkdust and aggregate commonly used in landscaping to wholesale and retail customers. The area utilized for the sale of said accessory products shall not exceed 10% of the area used for composting, or two (2) acres, whichever is less subject to the provisions of Subsection 834.03 and 834.04.

CONGREGATE HOUSING FACILITY: A building that contains more than one dwelling unit and provides common facilities and services for residents who require or desire a more supportive living environment than typically afforded to residents in multifamily, three-family, two-family, or single-family dwellings. Regular on-premise supervision by a registered physician, registered nurse, or other health care provider may be included.

CULTURAL RESOURCE: Improvements, buildings, structures, signs, features, sites, places, areas or other objects of scientific, aesthetic, educational, cultural, architectural, or historical significance to the citizens of the county.

CULTURAL RESOURCE INVENTORY: The official list of designated cultural

features, sites, districts subject to the provisions of Section 707, Cultural Resources.

CULTURAL RESOURCES OBJECT: A material thing of functional, aesthetic, cultural, symbolic or scientific value, usually by design or nature movable.

DAYCARE FACILITY: A facility that provides regular daycare services to children under 13 years of age, including a day nursery, nursery school group, or similar unit operating under any name. A daycare facility shall not include services provided by a physician or nurse, or facilities operated primarily for education or supervised training or instruction, or daycare provided by a "babysitter" or "family daycare provider".

DEDICATION: The designation of land by its owner for any general or public use.

DESIGNATED SITE (historic site, cultural resource site, landmark site): A parcel or part thereof on which a cultural resource is situated, and any abutting parcel or part thereof constituting part of the premises on which the cultural resource is situated, and which has been designated pursuant to this Ordinance.

DESIGNATED STRUCTURE (landmark, cultural resource, historic structure): Any improvement that has special historical, cultural, aesthetic or architectural character, interest or value as part of the development, heritage or history of the county, the State of Oregon, or the nation and that has been designated pursuant to this ordinance.

DIMENSIONAL STANDARD: A numerical measurement for a distance or area standard of this Ordinance, such as building height, lot size, or yard depth; or a percentage of a distance or area measurement of this Ordinance, such as lot coverage or landscaped area.

DIRECT ROUTE: The shortest reasonable route between two points. A route is considered direct if it does not involve significant out of direction travel that could be avoided. Out of direction travel is significant if it is more than 50 percent longer than the straight line between two points.

DISTINCTIVE URBAN FOREST: Forested or woodland areas which are visually prominent or contain unique or rare tree and plant communities. These areas are usually found in association with other open space resources within the urban area.

DRIP IRRIGATION: Any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour.

DRIP LINE: The outermost edge of a tree's canopy; when delineating the drip line on the ground, it will appear as an irregularly shaped circle defining the canopy's perimeter.

DROUGHT-TOLERANT PLANTS: Plants that will survive in the typical or somewhat less than typical amount of rainfall in the Willamette Valley, and therefore require very little or no supplemental water once established.

DWELLING: A building, or portion thereof, which contains one or more dwelling units. A dwelling may be a residential trailer or a manufactured dwelling but not a recreational vehicle.

DWELLING, ATTACHED SINGLE-FAMILY: A building, or portion thereof, that contains only one dwelling unit; shares at least one wall, or portion thereof, with another attached single-family dwelling; and is located on a separate lot of record from any other dwelling, except where otherwise permitted for an accessory dwelling unit. A manufactured dwelling or residential trailer is not an attached single-family dwelling.

DWELLING, DETACHED SINGLE-FAMILY: A building, or portion thereof, that contains only one dwelling unit and is detached from any other dwelling, except where otherwise permitted for an accessory dwelling unit. A manufactured dwelling or residential trailer is not a detached single-family dwelling.

DWELLING, MULTIFAMILY: A building, or portion thereof, that contains four or more dwelling units.

DWELLING, THREE-FAMILY: A building, or portion thereof, that contains three dwelling units.

DWELLING, TWO-FAMILY: A building, or portion thereof, that contains two dwelling units, both of which are located on the same lot of record. If one of the two dwelling units is an accessory dwelling unit, the building, or portion thereof, is not a two-family dwelling.

DWELLING UNIT: A building, or portion thereof, with one or more rooms designed for residential occupancy by one family.

DWELLING UNIT, ACCESSORY: A dwelling unit located on the same lot of record as a primary dwelling. The primary dwelling may be an attached or detached single-family dwelling, as specified in the underlying zoning district provisions.

EASEMENT: A right of usage of real property granted by an owner to the public or to specific persons, firms, and corporations.

EDIBLE GARDEN: A garden that contains plants that produce food for human consumption.

ELECTRIC VEHICLE CHARGING STATION: A location where a vehicle can plug into an electrical source to re-charge its batteries.

EQUINE FACILITY: Premises that are used for the stabling or training of equines, including, but not limited to, providing riding lessons, training clinics, and schooling shows.

FAMILY: Any individual or group of persons, regardless of relationship but not exceeding 15 persons, living together as a single housekeeping unit within a dwelling unit.

FAMILY DAYCARE PROVIDER: A daycare provider who regularly provides daycare to 16 or fewer children, or as amended by ORS 657A.440, including the children of the provider, regardless of full-time or part-time status, in the provider's home in the family living quarters. Provision of daycare to more than 16 children, including the children of the provider, regardless of full-time or part-time status, in the provider's home in the family living quarters shall constitute the operation of a "daycare facility" and shall be subject to the requirements of this Ordinance for daycare facilities.

FARMERS' MARKET: An organized seasonal outdoor market dedicated to the direct sales by growers of agricultural goods, including plants, produce, meats, and other animal products (e.g. eggs, cheese, honey), but excluding marijuana.

FLAG: Any fabric, banner, or bunting containing distinctive colors, patterns, or symbols.

FLAG LOT: A lot or parcel which has access to a road, street or easement, by means of a narrow strip of lot or easement.

FLOOR AREA: The area included within the surrounding exterior walls of a building or portion thereof, exclusive of porches and exterior stairs, multiplied by the number of stories or portion thereof. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above. Floor area shall not include portions of buildings used for parking of vehicles, except the square footage of commercial uses in parking structures can be counted as part of the total floor area.

FLOOR AREA RATIO (FAR): A measurement of density expressed as the ratio of square footage of building floor area to the square footage of the net site area. The greater the ratio, the greater the density. For example, a building occupying one-fourth of the net site area has a FAR of .25: 1, or .25; adding a second floor to the same building increases the FAR to .50:1, or .5.

FRATERNITY OR SORORITY HOUSE: A building occupied by and maintained exclusively for students affiliated with a school or college.

GOVERNMENT CAMP: The unincorporated community of Government Camp, as identified on Comprehensive Plan Map X-MH-4, *Government Camp Village Plan, Land Use Plan & Boundary*.

GRADE: The line of the street or ground surface deviation from the horizontal.

GREEN FEEDSTOCKS: Are defined as including yard debris, non-treated wood waste, vegetative food waste, produce waste, vegetative restaurant waste, vegetative food processor by-products, crop waste and livestock manure. For the purpose of these provisions, "non-treated wood waste" excludes wood waste treated with paint, varnish or other chemicals or preservatives.

GREEN ROOF: A vegetated roof designed to treat storm runoff.

GUEST HOUSE/STUDIO: A guest house or studio is a separate accessory structure, or portion thereof, which is built to residential (R-3 occupancy) building code requirements and which is used by members of the family residing in the primary dwelling or their nonpaying guests or employees on the premises. A "guest house" or "studio" shall be a temporary living area, and shall not be used for boarders or lodgers.

HARDSCAPES: In the practice of landscaping, refers to the inanimate, manmade, non-planted, outdoor areas where the soil is no longer exposed and that are surfaced with pervious or non-pervious durable materials such as masonry, wood, stone, paving, tile, or similar material to create patios, walkways, water fountains, benches, gazebos, etc.

HAZARDOUS SUBSTANCE, MATERIAL OR WASTE: Any hazardous substance, material or waste listed in the following federal regulations:

- A. Superfund Amendments and Reauthorization Act (SARA) of 1986, Section 302 Extremely Hazardous Substances List (40 C.F.R 355, App. A and B);
- B. Comprehensive Environmental Response Compensation & Liability Act Superfund (CERCLA) of 1980, Hazardous Substances List (40 C.F.R 302, Table 302.4);
- C. SARA of 1986, Section 313, Toxic Chemicals List (40 C.F.R Section 372.65);

D. Resource Conservation and Recovery Act (RCRA) of 1976 and 1984 Amendments, Hazardous Wastes List (P & U Categories) (40 C.F.R Section 261.33(e) and (f)); and

E. DOT Hazardous Materials Table (49 C.F.R Part 172.101).

HISTORIC AREA: Any area containing improvements which have a special character, historical interest or aesthetic value or which represent one or more architectural periods or styles typical of the history of the County and which improvements constitute a distinct section of the County that has been designated a cultural resource district pursuant to this ordinance.

HOME COMPOSTING: A composting area operated and controlled by the owner or person in control of a single family dwelling unit and used to dispose of vegetative waste, garden wastes, weeds, lawn cuttings, leaves and prunings generated from that property.

HOME OCCUPATION: An occupation or business activity which results in a product or service; is conducted, in whole or in part, in a dwelling and/or an accessory building normally associated with primary uses allowed in the underlying zoning district; is conducted by at least one family member occupying the dwelling; and is clearly subordinate to the residential use of the subject property. Home occupations do not include garage sales, yard sales, holiday bazaars, or home parties which are held for the purpose of the sale or distribution of goods or services unless such sales and/or parties are held more than six times in a calendar year or operate in excess of 24 total days in a calendar year.

HOMEOWNERS ASSOCIATION: The grouping or uniting of persons residing within a defined area, such as a subdivision, into an incorporated entity for the prosecution of a common enterprise.

HOSPITAL, ANIMAL: A building or premises for the medical or surgical treatment of domestic animals or pets, including dog, cat, and veterinary hospitals.

HOTEL: A building which is designed or used to offer short-term lodging for compensation, with or without meals, for six or more people. A facility that is operated for the purpose of providing care beyond that of room and board is not a "hotel".

HOUSEKEEPING UNIT: A living arrangement within a dwelling unit in which the kitchen, living and dining rooms, and other general living areas of the dwelling unit are shared in common, and the duties, rights, and obligations associated with the performance of domestic tasks and management of household affairs, are shared by the residents by virtue of legal relationship or mutual agreement. Such a living arrangement also may include the provision of food, shelter, personal services, care, and when appropriate, a planned treatment or training program of counseling, therapy, or other rehabilitative social service, for persons of similar or compatible

conditions or circumstances who are members of the resident family.

HYDROELECTRIC FACILITY: Any facility relating to the production of electricity by waterpower, including, but not limited to the power generating plant, associated dams, diversions, penstocks, navigation locks, fish ladders, fish screens, reservoirs and detention areas, recreation facilities, interconnecting transmission lines, substations, access roads, offices or commercial and industrial structures proposed to be built in connection with the energy facility; and activities involved in their construction and operation.

IMPROVEMENT: Any building structure, parking facility, fence, gate, wall, work of art or other object constituting a physical betterment of real property, or any part of such betterment.

INDIRECT ILLUMINATION: A nonelectric sign illuminated by an indirect or separate light source.

INDUSTRIAL USE: The use of land and/or structures for the manufacturing or processing of primary, secondary, or recycled materials into a product; warehousing and associated trucking operations; wholesale trade; and related development.

INSTITUTIONAL USE: The use of land and/or structures for activities such as daycare and pre-school facilities, public and private schools, colleges, universities, art, music, trade and other educational and training facilities, convalescent care facilities, nursing homes, hospitals, places of worship, fraternal lodges, municipal and civic buildings, transit centers and park-and-ride facilities, parks, swimming pools and other recreational facilities open to the public or a membership group, senior and community centers, libraries, museums, cemeteries and mausoleums, utility facilities, and similar public and private uses.

INVASIVE NON-NATIVE OR NOXIOUS VEGETATION: Plant species that are listed in the Oregon Department of Agriculture's Noxious Weed Policy and Classification System.

KENNEL: Any lot or premises on which four or more dogs, more than six months of age or with permanent canine teeth, are kept for purposes other than a veterinary clinic.

KIOSK: A small structure used as a newsstand, information booth, refreshment stand, bandstand, or display of goods, etc.

KITCHEN, ACCESSORY: A kitchen that complies with all of the following standards:

- It shall be incidental to a primary dwelling.
- It shall be located in a room that is approved for residential occupancy and used for a purpose in addition to that of a kitchen (e.g., a recreation room, a bedroom).

- It shall not be located in a detached accessory building.
- Any of the following features shall be located within a contiguous area that is no more than 30 inches deep and 10 feet long: cooking appliances, sinks, refrigerators, dishwashers, counters, and cabinets.

LANDSCAPING: Areas of land planted with groundcover, grasses, shrubs, annuals, perennials, or trees.

LIMITED USE: A use allowed in a district on a limited basis and subject to conditions specified therein which are generally more restrictive than the conditions placed on primary or accessory uses within the same district.

LIVESTOCK: One or more domesticated animals raised in an agricultural setting to produce commodities such as food, fiber, and labor. The term "livestock" includes miniature livestock, poultry, and farmed fish.

LOT: A unit of land created by a subdivision of land. For the purposes of this Ordinance, lot includes parcel and lot of record unless otherwise specified in the context of the specific provisions.

LOT AREA: The total horizontal area within the lot lines of a lot.

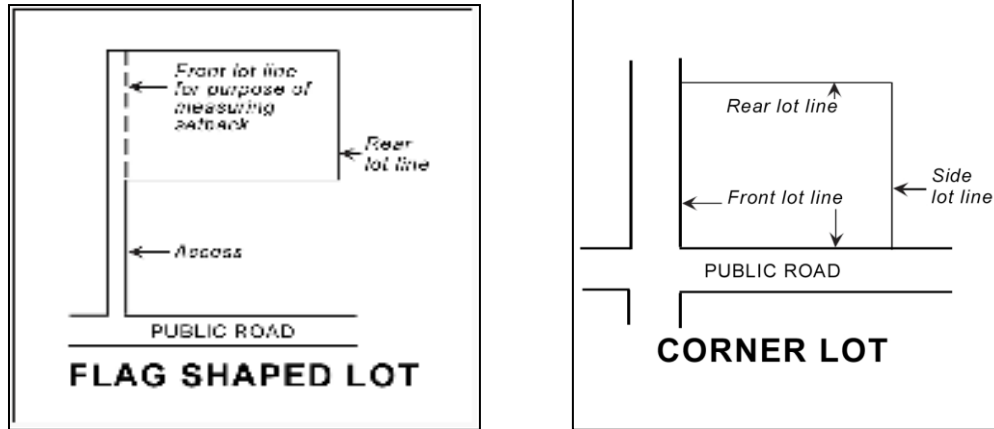
LOT, CORNER: A lot with street frontage on two streets intersecting at a corner of the lot. A lot within the radius curve of a single street is not a corner lot. A lot with access limited to, and frontage on, a state, County, public or private road and also with frontage on an intersecting private road or access drive is not a corner lot for the purpose of determining setbacks provided that the lot does not take access onto the latter abutting private road or access drive. In such a case, the frontage on the latter private road or access drive shall be treated as a side lot line.

LOT COVERAGE: The area of a lot covered by a building or buildings expressed as a percentage of the total lot area.

LOT DEPTH: The "lot depth" is the mean horizontal distance between the front line and the rear lot line of a lot.

LOT, DOUBLE FRONTAGE: A lot with street frontage along two opposite boundaries. See also "LOT, REVERSE FRONTAGE" AND "LOT, THROUGH".

LOT LINE, FRONT: Any boundary line separating the lot from a County, public, state or private road, or access drive. Except as otherwise provided in Subsection 903.07 of this Ordinance, the front lot line of a flag lot, for the purpose of determining setbacks, shall be within the boundaries of the lot by a distance equal to the width of the narrow strip or easement providing access to the lot. The front lot line shall be parallel to the lot line extending from the road to the lot line opposite and most distant from the road. (See following illustration for flag shaped lot).



LOT LINE, REAR: Any boundary line opposite and most distant from the front lot line, and not intersecting a front lot line. In the case of a corner lot, the rear lot line shall be any one of the boundary lines opposite the front lot lines. Any other opposite boundary line shall be a side lot line (see illustration above for corner lot). In the case of a triangular-shaped lot, there shall be no rear lot line for setback purposes.

LOT LINE, SIDE: Any boundary line not a front or rear lot line.

LOT OF RECORD: A lot, parcel, other unit of land, or combination thereof, that conformed to all zoning and Subdivision Ordinance requirements and applicable Comprehensive Plan provisions, in effect on the date when a recorded separate deed or contract creating the lot, parcel or unit of land was signed by the parties to the deed or contract; except:

- A. Contiguous lots under the same ownership when initially zoned shall be combined when any of these lots, parcels or units of land did not satisfy the lot size requirements of the initial zoning district, excluding lots in a recorded plat.
- B. A unit of land created solely to establish a separate tax account, or for mortgage purposes, that does not conform to all zoning and Subdivision Ordinance requirements and applicable Comprehensive Plan provisions, in effect on the date when a recorded separate deed, tax account or contract creating it was signed by the parties to the deed or contract, unless it is sold under the foreclosure provisions of Chapter 88 of the Oregon Revised Statutes.

LOT, REVERSE FRONTAGE: A double-frontage lot for which the boundary along one of the streets is established as the rear lot line. The rear lot line of the lot shall be that boundary abutting a primary arterial, railroad right-of-way or other feature which shall preclude access. See also “LOT, DOUBLE FRONTAGE” AND “LOT, REVERSE FRONTAGE”.

LOT, THROUGH: Lots, other than corner lots, that abut on two or more streets. See

also “LOT, DOUBLE FRONTAGE” AND “LOT, REVERSE FRONTAGE”.

LOT WIDTH: The "lot width" is the mean horizontal distance between the side lot lines of a lot measured within the lot boundaries.

LOT, ZONING: A "zoning lot or lots" is a single tract of land located within a single block, which (at the time of filing for a building permit) is designated by its owner or developer as a tract to be used, developed, or built upon as a unit under single ownership or control. Therefore, a "zoning lot or lots" may or may not coincide with a lot of record.

LOW VOLUME IRRIGATION: The application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

MAJOR TRANSIT STOP: A transit center, major bus stop, or light rail stop, as identified on Comprehensive Plan Map 5-8a, *Transit, Urban*.

MAJOR TRANSIT STREET: A street with a Frequent Service Bus Line, as identified on Comprehensive Plan Map 5-8a, *Transit, Urban*; existing or planned High Capacity Transit, as identified on Comprehensive Plan Map 5-8c, *High Capacity Transit (HCT) System Plan*; or both.

MANUFACTURED DWELLING: A mobile home or manufactured home, but not a residential trailer or recreational vehicle.

MANUFACTURED HOME: A structure constructed on or after June 15, 1976, for a movement on the public highways that has sleeping, cooking and plumbing facilities, that is designed, intended to be and/or being used for human occupancy by a family for residential purposes, and constructed in accordance with Federal manufactured housing construction and safety standards and regulations in effect at the time of construction.

MANUFACTURED HOME PARK: Any place where four or more manufactured homes are located within 500 feet of one another on a lot, tract or parcel of land under the same ownership, the primary purpose of which is to rent, lease or barter the use of such facilities. A manufactured home park does not include a lot or lots located within a subdivision.

MARIJUANA: The plant Cannabis family Cannabaceae, any part of the plant Cannabis family Cannabaceae, and the seeds of the plant Cannabis family Cannabaceae. Marijuana does not include industrial hemp as defined in Oregon Revised Statutes 571.300.

MARIJUANA ITEMS: Marijuana, cannabinoid products, cannabinoid concentrates, and cannabinoid extracts.

MARIJUANA PROCESSING: The processing, compounding, or conversion of marijuana into cannabinoid products, cannabinoid concentrates, or cannabinoid extracts, provided that the marijuana processor is licensed by the Oregon Liquor Control Commission or registered with the Oregon Health Authority.

MARIJUANA PRODUCTION: The manufacture, planting, cultivation, growing, trimming, harvesting, or drying of marijuana, provided that the marijuana producer is licensed by the Oregon Liquor Control Commission, or registered with the Oregon Health Authority and a “person designated to produce marijuana by a registry identification cardholder.”

MARIJUANA RETAILING: The sale of marijuana items to a consumer, provided that the marijuana retailer is licensed by the Oregon Liquor Control Commission or registered with the Oregon Health Authority.

MARIJUANA WHOLESALING: The purchase of marijuana items for resale to a person other than a consumer, provided that the marijuana wholesaler is licensed by the Oregon Liquor Control Commission.

MASTER PLAN: A sketch or other presentation showing the ultimate development layout of a parcel of property that is to be developed in successive stages or subdivisions. The plan need not be completely engineered but shall be of sufficient detail to illustrate the property's inherent features and probable development pattern.

MILL SITE, ABANDONED OR DIMINISHED: A mill, plant, or other facility engaged in the processing or manufacturing of wood products, including sawmills and facilities for the production of plywood, veneer, hardboard, panel products, pulp, and paper, that is located outside of urban growth boundaries; was closed after January 1, 1980, or has been operating at less than 25 percent of capacity since January 1, 2003; and contains or contained permanent buildings used in the production or manufacturing of wood products.

MIXED USE: A mix of uses located within a single building, such as retail on the first floor and residential or office uses on the upper floors.

MOBILE HOME: A structure constructed between January 1, 1962 and June 15, 1976, for movement on the public highways that has sleeping, cooking and plumbing facilities, that is designed, intended to be and/or being used for human occupancy by a family for residential purposes and met the construction requirements of Oregon mobile home law in effect at the time of construction.

MOBILE VENDING UNIT: A vehicle that is used in selling and dispensing goods or services to the customer. Notwithstanding this definition, a mobile vending unit shall not be used in selling and dispensing marijuana items. As used in this definition, a vehicle is motorized or non-motorized transportation equipment containing an axle and intended for use on public roads, including, but not limited to, a car, van, pickup, motorcycle, recreational vehicle, bus, truck, detached trailer, or a

truck tractor with no more than one trailer.

MOTEL: A building or series of buildings in which lodging only is offered for compensation and which may have more than five sleeping rooms or units for this purpose and which is distinguished from a hotel primarily by reason of providing direct independent access to and adjoining parking for each rental unit designed primarily for automobile tourists and transient persons. The term includes auto courts, tourist courts, tourist homes, and motor lodges.

MULTI-USE DEVELOPMENT: A Multi-Use Development is a development which includes a number of distinct categories of uses, one or more of which is not allowed as a primary or accessory use in the underlying zoning district. Multi-Use Developments are allowed as conditional uses subject to the procedures and standards set forth in Section 1016 of this Ordinance.

NATIVE PLANTS: Any indigenous or resident species currently or historically found in the Willamette Valley.

NATURAL AREA: An area of land or water that has substantially retained its character and functions as an important habitat for plant and animal life.

NONCONFORMING DEVELOPMENT: An element of development, such as landscaping, parking, height, signage, or setbacks that was created in conformance with development regulations which, due to a change in the zone or zoning regulations, is no longer in conformance with the current applicable regulations.

NONCONFORMING USE: A use of any building, structure or land allowed by right when established or that obtained a required land use approval when established but, due to a change in the zone or zoning regulations, is now prohibited in the zone.

NUDITY OR NUDE: Being devoid of a covering for the male or female genitalia consisting of an opaque material which does not simulate the organ covered and, in the case of a female, exposing to view one or both breasts without a covering over the nipple that is at least three inches in diameter and does not simulate the organ covered.

NURSERY: The propagation of trees, shrubs, vines or flowering plants for transplanting, sale, or for grafting or budding; planting of seeds or cuttings; grafting and budding one variety on another; spraying and dusting of plants to control insects and diseases, and buying and selling the above plant stock at wholesale or retail. Help and seasonal labor may be employed. The term "nursery" contemplates the sale of a product of such nursery. The conduct of a nursery business presumes parking places for customers, the keeping of sales records, and quarters for these functions. However, the use does not include the business of reselling goods purchased off the premises, except plant stock, or the establishment of a roadside stand.

NURSING HOME: A nursing, convalescent, or rest home facility licensed by the

State under ORS chapters 441 and 442, or an assisting living facility licensed under ORS 443, which provides, for a period exceeding 24 hours, the continuous services of licensed nursing personnel to care for chronically ill or infirm patients, exclusive of those patients related to the owner or facility administrator by blood or marriage. Such nursing, convalescent, or rest home must provide nursing services to those patients who, in the judgment of a physician, registered nurse, or facility administrator, require remedial, restorative, supportive, or preventive nursing measures.

OPEN SPACE: Land within a development which has been dedicated in common to the ownership within the development or to the public specifically for the purpose of providing places for recreational uses or for scenic purposes. Open space shall be used as such in perpetuity.

OVERBURDEN: Earth that lies above a natural deposit of a mineral.

OVERHEAD SPRINKLER IRRIGATION SYSTEMS: Systems that deliver water for irrigation from spray heads, rotors or other above-ground emitters that send water through the air.

OWNER: Person or persons holding fee title to a parcel, lot or tract of land, except in those instances when the land is being sold on contract, the contract purchaser shall be deemed the owner.

PARCEL: A unit of land created by a partition of land. For the purposes of this Ordinance, parcel includes lot and lot of record unless otherwise specified in the context of the specific provisions.

PARKING STRUCTURE: A structure having at least two levels which is designed and used for parking vehicles, or a structure having one level of covered parking area under an open space or recreational use. A one level surface parking area, garage or carport shall not be considered a "parking structure" for purposes of this Ordinance.

PARTITION: To divide an area or tract of land into two or three parcels within a calendar year when such area or tract of land exists as a unit or contiguous units of land under single ownership at the beginning of such year. "Partition" does not include divisions of land resulting from lien foreclosures, divisions of land resulting from foreclosure of recorded contracts for the sale of real property and divisions of land resulting from the creation of cemetery lots; and "partition" does not include any adjustment of a lot line by the relocation of a common boundary where an additional parcel is not created. "Partition" does not include the sale of a lot in a recorded subdivision, even though the lot may have been acquired prior to the sale with other contiguous lots or property by a single owner.

PEDESTRIAN AMENITIES: Outdoor improvements directly visible and accessible to pedestrians that promote and facilitate pedestrian use, including plazas, pocket parks, courtyards, awnings or other weather protection, kiosks or gazebos, water

features, drinking fountains, sculpture, outside seating areas, landscape planters, trellises, and street furniture.

PEDESTRIAN PATHWAY: A hard-surfaced or permeable hard-surfaced pedestrian facility adjacent to a public roadway where there is no curb, but is protected from vehicular traffic or set back behind a planting strip.

PEDESTRIAN-SCALE LIGHTING: Street lights designed to illuminate sidewalks to provide security for nighttime use by pedestrians. Pedestrian scale lighting includes ornamental lighting with a 14- to 25-foot mounting height and which meets the Illumination Society guidelines for Commercial Collector roadways.

PENNANT: Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended, usually in series, from a rope, wire, or string, and designed to move in the wind.

PERSON DESIGNATED TO PRODUCE MARIJUANA BY A REGISTRY IDENTIFICATION CARDHOLDER: A person designated to produce marijuana by a registry identification cardholder under Oregon Revised Statutes 475.304 who produces marijuana for a registry identification cardholder at an address other than the address where the registry identification cardholder resides or at an address where more than 12 mature marijuana plants are produced.

PERVIOUS: Any surface or material that allows the passage of water through the material and into the underlying soil.

PLAT, FINAL: A final map and other writing containing all the descriptions, locations, specifications, dedications, provisions, and information concerning a partition or subdivision and recorded as required by Oregon Revised Statutes Chapter 92.

PLAT, PRELIMINARY: A clearly legible and approximate drawing of the proposed layout of streets, blocks, lots and other elements of a subdivision or partition which shall help furnish a basis for the approval or disapproval of the general layout of a partition or subdivision. As used in this Ordinance, preliminary plat shall be synonymous with tentative plan as used in Oregon Revised Statutes Chapter 92.

POROUS PAVEMENT: Surface to walk, drive or park on that may reduce stormwater runoff by allowing water to soak into the ground. Examples are permeable pavers, pervious concrete, porous asphalt, and gravel.

PREMISES: A lot, building, or portion of a lot or building, occupied by a use with its appurtenances.

PRESERVATION, CULTURAL RESOURCES: The identification, study, protection, restoration, rehabilitation or enhancement of cultural resources.

PRIMARY BUILDING WALL: Exterior building wall which contains a public

entrance to the occupant's premises and faces either a street or a parking area.

PRODUCE STAND: A table, bench (or similar), cart, or structure, any of which may be covered, that is located or erected for the purpose of direct sales by growers of agricultural goods, including vegetables, fruits, flowers, bulbs, herbs, plants, honey, and similar products as determined by the Planning Director, but not including marijuana or processed foods such as jams or jellies, that are produced on the same site at which the produce stand is located.

PROFESSIONAL SERVICES: Activities such as those offered by a physician, surgeon, dentist, lawyer, architect, engineer, accountant, artist, teacher, real estate agent, and insurance agent.

PROPERTY LINE ADJUSTMENT: A relocation of a common property line between two abutting lots of record that does not create an additional lot of record. As used in this definition, a property line is a boundary between two abutting lots of record.

PUBLIC OWNERSHIP: Land owned by federal, state, regional, or local government, or governmental agency.

PUBLIC UTILITY: A utility regulated by the Public Utility Commission under ORS 757 or any other utility that provides electrical energy directly to consumers within the State of Oregon, including, but not limited to, municipalities, cooperatives and people's utility districts.

PUBLIC WATER SYSTEM: A system for the provision to the public of piped water for human consumption, if such system has more than three service connections and is a facility licensed by the State of Oregon Health Division.

RAINWATER COLLECTION SYSTEM: A system of pipes, container (rain barrel, rainwater tank, pond, or rainwater reservoir), valves and associated apparatus for collecting and storing harvested rainwater runoff, typically from rooftops via rain gutters, but also from ground catchment systems.

RECREATIONAL VEHICLE: A vehicle licensed by the Oregon State Department of Motor Vehicles, with or without motive power, which is designed, intended to be and/or used for temporary human occupancy for recreation, seasonal or emergency purposes, and has a gross floor area not exceeding 400 square feet in the set-up mode. These shall include but are not limited to park trailers, travel trailers, pickup campers, motor homes, fifth wheel trailers, camping and tent trailers.

RECYCLABLE DROP-OFF SITE: A convenient location not within a public right-of-way where mobile depots or drop boxes may be sited as a recyclable material collection point for nearby residents prior to delivery to a broker or user of such materials.

RECYCLE/RECYCLING: A process by which solid waste materials are transformed into new products in such a manner that the original products may lose their identity. It shall also include the collection, transportation, or storage of products by other than the original user or consumer, giving rise to the product's being in the stream of commerce for collection, disposal, recycling, reuse, resource recovery, or utilization.

RECYCLING CENTER: A facility that primarily purchases for recycling or reuse principal recyclable materials which have been source-separated by type, such as vegetative yard debris, paper, glass, and metal, by the person who last used the unseparated solid wastes, but not a salvage or junk yard. Principal recyclable materials are those items defined as such by the Oregon Department of Environmental Quality.

RELATIVE: A parent, child, brother, sister, grandparent or grandchild of a person or person's spouse.

REPLAT: The act of platting the lots, parcels, tracts, or easements in a final plat to achieve a reconfiguration of the existing final plat or to increase or decrease the number of lots or parcels.

RESERVE STRIP: A strip of land, usually one foot in width, across the end of a street or alley which shall be under the ownership of the County to insure street extensions where needed.

RESIDENTIAL TRAILER: A structure constructed prior to January 1, 1962, for movement on the public highways that has sleeping, cooking and plumbing facilities, that is designed, intended to be and/or being used for human occupancy by a family for residential purposes and that was constructed in accordance with Federal Manufactured housing construction and safety standards and regulations in effect at the time of construction and is greater than 400 square feet and less than 700 square feet.

RESOURCE RECOVERY FACILITY: Any facility at which solid waste is processed for the purpose of extracting, converting to energy, or otherwise separating and preparing solid waste for reuse, but not a salvage or junk yard.

RHODODENDRON: The unincorporated community of Rhododendron, as identified on Comprehensive Plan Map IV-7, *Non-Urban Area Land Use Plan, Mt. Hood Corridor Land Use Plan.*

RIGHT-OF-WAY: A passageway conveyed for a specific purpose.

ROAD: A public or private way created to provide ingress to, or egress from, one or more lots, parcels, areas or tracts of land, or that provides for travel between places by vehicles. A private way created exclusively to provide ingress and egress to land in conjunction with a forest, farm or mining use is not a "road:". The terms "street", "access drive" and "highway" for the purposes of this Ordinance shall be

synonymous with the term “road”.

ROAD, COUNTY: A public way under County jurisdiction which has been accepted into the County road maintenance system by order of the Board of County Commissioners.

ROAD, PRIVATE: A private way created by deed or easement to provide vehicular ingress to, or egress from, three or more lots or parcels.

ROAD, PUBLIC: A public way dedicated or deeded for public use but not accepted into the County road maintenance system, intended primarily for vehicular circulation and access to abutting properties.

ROADWAY: That portion of a road or alley that has been improved for vehicular and pedestrian traffic.

SALVAGE: Separating, collecting or retrieving reusable solid waste for resale.

SALVAGE, JUNK YARD: A location on which solid wastes are separated, collected, and/or stored pending resale.

SCHOOL, COMMERCIAL: A building where instruction is given to pupils in arts, crafts, or trades, and operated as a commercial enterprise as distinguished from schools endowed and/or supported by taxation.

SCHOOL, PRIVATE: Includes private kindergartens, nurseries, play schools, and church-related schools.

SCREENING: Sight-obscuring fence, or sight-obscuring planting.

SERVICE STATION: A commercial establishment with sales and services limited to the sale of motor fuels and supplying goods and service generally required in the operation and maintenance of automotive vehicles and fulfilling a motorist's needs. These may include sale of petroleum products; sale and servicing of tires, batteries, automotive accessories and replacement items; washing and lubricating services; the performance of minor automotive maintenance and repair, and the supplying of other incidental customer services and products. Major automotive repairs, painting and fender work are excluded. An electric vehicle charging station is not a service station.

SHARED PARKING: Parking spaces used jointly by two or more uses within the same development, or separate adjacent developments, which either have peak hours of operation that do not overlap, or typically provide services to many of the same patrons (i.e. restaurant in an office complex or hotel providing lodging for convention participants within the same development), provided satisfactory legal evidence is presented in the form of deeds, leases, or contracts securing full access to such parking spaces for all parties jointly using them.

SIDEWALK: A concrete pedestrian facility adjacent to a curb along a public road or setback from the curb behind a planting strip.

SIGHT-OBSCURING FENCE: Any fence or wall which conceals or makes indistinct any object viewed through such fence or wall.

SIGHT-OBSCURING PLANTING: A dense perennial evergreen planting with sufficient foliage to obscure vision and which will reach a height of at least six feet within 30 months after planting.

SIGN: A presentation or representation, other than a house number, by words, letters, figures, designs, pictures or colors displayed out of doors in view of the general public so as to give notice relative to a person, a business, an article of merchandise, a service, an assemblage, a solicitation, or a request for aid or other type of identification. This definition specifically includes billboards, ground signs, freestanding signs, wall signs, roof signs, logo signs, and signs on the following: marquees, awnings, canopies, street clocks and furniture and includes the surface upon which the presentation or representation is displayed.

SIGN, ANIMATED: Any sign that uses movement or change of lighting to depict action or create a special effect or scene.

SIGN AREA, OR SURFACE AREA: The area, on the largest single face of a sign, within a perimeter which forms the outside shape of a sign. If the sign consists of more than one module, the total area of all modules will constitute the sign area. The area of a sign having no such perimeter or boarder shall be computed by enclosing the entire copy area within the outline of either a parallelogram, triangle, circle or any other easily recognized geometric shape and then computing the area. Where a sign is of a three-dimensional, round or irregular shape, the largest cross section shall be used in flat projection for the purpose of computing sign area.

SIGN, BUILDING: Any sign attached to any part of a building, as contrasted to a freestanding sign.

SIGN, CHANGEABLE COPY: A sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign for purposes of this ordinance.

SIGN, COMMERCIAL: Any sign associated with a commercial activity.

SIGN, DIRECTORY: An onsite sign that identifies and directs traffic to a number of tenants, uses, or buildings within a development.

SIGN, ELECTRONIC MESSAGE CENTER: A sign, display or device, or portion thereof, whose message may be changed by electronic process or remote control, and

includes electronic time and temperature displays and the device known in the advertising industry as a commercial electronic variable message sign.

SIGN, FREESTANDING: A sign not attached to a building.

SIGN, INCIDENTAL: A sign, generally informational, that has a purpose secondary to the use of the site on which it is located, such as "no parking," entrance," "loading only," "telephone," and other similar directives.

SIGN, INTEGRAL ROOF: Any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches.

SIGN, LOGO: A sign consisting of a trademark or symbol.

SIGN, MESSAGE: Anything displayed on an electronic message center sign, including copy and graphics.

SIGN, MONUMENT: A sign which extends from the ground or which has a support which places the bottom thereof less than two feet from the ground.

SIGN, OFF-PREMISES: A sign which advertises goods, products or services which are not sold, manufactured, or distributed on or from the premises or facilities on which the sign is located.

SIGN, POLE: A sign erected and maintained on a freestanding frame, mast or pole and not attached to any building but does not include ground-mounted signs.

SIGN, PORTABLE: Any sign not permanently attached to the ground or other permanent structure, and/or designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; menu and sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used as other than a sign in the normal day-to-day operations of the business for transportation of goods and/or personnel.

SIGN, PROJECTING: Any sign affixed to a building or wall in such a manner that its leading edge extends more than six inches beyond the surface of such building or wall.

SIGN, PUBLIC SERVICE INFORMATION: Any sign, or message on an electronic message center sign, which provides the time, date, temperature, weather, or information concerning civic, charitable or other noncommercial activities.

SIGN, RESIDENTIAL: Any sign associated with a dwelling.

SIGN, ROOF: Any sign erected and constructed wholly on and on top of the roof of

a building, supported by the roof structure.

SIGN, SEGMENTED MESSAGE: Any message or distinct subunit of a message presented by means of at least one display change on an electronic message center sign.

SIGN, TEMPORARY: Any sign that is normally considered to be of temporary duration and is not permanently mounted. Examples include, but are not limited to: commercial signs for limited term events, election signs, real estate signs, etc.

SIGN, TRAVELING MESSAGE: A message which appears to move across an electronic message center sign.

SIGN, WALL: Any sign parallel to, and attached within six inches of a wall, painted on the wall surface, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.

SIGN, WINDOW: Any sign, pictures, symbol, or combination thereof, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.

SIGNIFICANT NATURAL AREAS: Natural areas as defined in "Oregon National Areas - Clackamas County Data Summary" published by The Nature Conservancy. This list of natural areas may be amended by the County as additional areas are identified.

SMALL POWER PRODUCTION FACILITY: A facility that produces energy primarily by use of biomass, waste, solar energy, wind power, water power, geothermal energy, or any combination thereof; is more than 50 percent owned by a person who is not an electric utility, an electric utility holding company, an affiliated interest, or any combination thereof; and has a power production capacity that, together with any other small power production facility located at the same site and owned by the same person, is not greater than 80 megawatts.

SNOW SLIDE AREA: The area around a building that may be subject to snow buildup as a result of snow sliding from the sloped roof of the building.

SOIL MOISTURE SENSING DEVICE OR SOIL MOISTURE SENSOR: A device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

SOLAR ENERGY SYSTEM: Any solar collector, or other solar energy device, the primary purpose of which is to provide for the collection, storage, and distribution of solar energy for space heating or cooling, water heating, or electricity. The power generating capacity of a "solar energy system" is limited to power consumed by the development to which the system is accessory, or—if the system feeds power into the

grid of a public utility company—to an amount equivalent to no more than the annual usage of the development to which the system is accessory.

SOLID WASTE: Solid waste shall include all putrescible and non-putrescible waste, including, but not limited to: garbage; compost; organic waste; yard debris; brush and branches; land clearing debris; sewer sludge; residential, commercial and industrial building demolition or construction waste; discarded residential, commercial and industrial appliances, equipment and furniture; discarded, inoperable or abandoned vehicles or vehicle parts and vehicle tires; special vehicles and equipment that are immobile and/or inoperable; manufactured dwellings or residential trailers which are dilapidated, partially dismantled or fire damaged; manure; feces; vegetable or animal solid and semi-solid waste and dead animals; and infectious waste. Waste shall mean useless, unwanted or discarded materials. The fact that materials which would otherwise come within the definition of Solid Waste may, from time to time, have value and thus be utilized shall not remove them from the definition. The terms “solid waste” or “waste” do not include:

- A. Environmentally hazardous wastes as defined in ORS 466.055;
- B. Materials used for fertilizer or for other productive purposes on land in agricultural operations in the growing and harvesting of crops or the raising of fowl or animals. This exception does not apply to the keeping of animals on land which has been zoned for residential non-agricultural purposes;
- C. Septic tank and cesspool pumping or chemical toilet waste;
- D. For purposes of Article V of this Ordinance, reusable beverage containers as defined in ORS 459A;
- E. Source separated, principal recyclable materials as defined in ORS 459A and the Rules promulgated thereunder and under this Ordinance, which have been purchased or exchanged for fair market value, unless said principal recyclable materials create a public nuisance pursuant to Article II of this Ordinance;
- F. Applications of industrial sludges or industrial waste by-products authorized through a Land Use Compatibility Statement of Management Plan approval and that have been applied to agricultural lands according to accepted agronomic practices or accepted method approved by the Land Use Compatibility Statement or Management Plan, but not to exceed 100 dry tons per acre annually;
- G. Stabilized municipal sewage sludge applied for accepted beneficial uses on land in agricultural, non-agricultural, or silvicultural operations;
- H. Sludge derived products applied for beneficial uses on land in landscaping projects.

SPECIFIED SEXUAL ACTIVITIES: Real or simulated acts of human sexual intercourse, human/animal sexual intercourse, masturbation, sadomasochism abuse (as defined on ORS 167.060), sodomy, or the exhibition of human sexual organs in a stimulated state, or the characterization thereof in printed form. This definition shall not be construed to allow uses or activities which are unlawful under State criminal laws.

STORY: A portion of a building included between a floor and the ceiling next above it, exclusive of a basement.

STREAM: A body of perennial running water, together with the channel occupied by such running water.

STREAM CORRIDOR AREA: An area including the streambed and a required strip or buffer of land on each side of the streambed necessary to maintain streamside amenities and existing water quality. The width of the stream corridor area varies with the site conditions and shall be determined by on-the-ground investigation, as provided under Subsection 1002.05(B). The intent of the stream corridor area shall be to preserve natural environmental qualities and the function of land to purify water before it reaches the stream but not to prohibit timber management activities pursuant to the State Forest Practices Act.

STREET FRONTAGE: The entire linear distance of a lot abutting a street. Toe strips or flair strips shall not be used to satisfy the minimum street frontage requirements of the Ordinance.

STREET: See “ROAD”.

STREET FURNITURE: Any structural element other than residential, industrial or commercial buildings, streets, sidewalks and curbs shall be considered street furniture including, but not limited to, benches, bus shelters, newsstands, bulletin boards, kiosks, drinking fountains, bicycle stalls, etc.

STRUCTURE: Anything constructed or erected, which requires location on the ground or attached to something having a location on the ground.

SUBDIVIDE: To divide an area or tract of land into four or more lots within a calendar year when such area or tract exists as a unit or contiguous units, under a single ownership at the beginning of such year, whether or not that area or tract of land is divided by a water course or a road right-of-way.

SUBDIVISION: A division of property creating four or more lots in the same calendar year.

SUBDIVISION, MAJOR: A division of property creating 11 or more lots in the same calendar year.

SUBDIVISION, MINOR: A division of property creating four to 10 lots in the same calendar year.

SURFACE MINING: Includes the mining of minerals by removing overburden and extracting a natural mineral deposit thereby exposed, or simply such extraction. Surface mining includes open-pit mining, auger mining, production of surface mining waste, prospecting and exploring that extracts minerals or affects land, processing to include rock crushing and batch plant operations, and excavation of adjacent offsite borrow pits other than those excavated for building access roads.

SURFACE MINING, MINERALS: Includes soil, clay, stone, sand, gravel, and any other inorganic solid excavated from a natural deposit in the earth for commercial, industrial, or construction use.

SURFACE MINING, NONAGGREGATE MINERALS: Coal and metal-bearing ores, including but not limited to ores that contain nickel, cobalt, lead, zinc, gold, molybdenum, uranium, silver, aluminum, chrome, copper or mercury.

SURFACE MINING, OPERATOR: A legal entity engaged in surface mining or in an activity at a surface mining site preliminary to surface mining.

SURFACE MINING, RECLAMATION: Procedures designed to minimize the disturbance from surface mining and to provide for the rehabilitation of surface resources through the use of plant cover, soil stabilization, and other procedures to protect the surface and subsurface water resources, and other measures appropriate to the subsequent beneficial use of mined lands.

SUSTAINABILITY: Using, developing, and protecting resources in a manner that enables people to meet their current needs and also provides that future generations can meet their own needs. Sustainability requires simultaneously meeting environmental, economic, and community needs.

TRACT: One or more contiguous lots of record under the same ownership. Notwithstanding the preceding definition, as used in Sections 706, *Habitat Conservation Area District*, 709, *Water Quality Resource Area District*, 1013, *Planned Unit Developments*, and 1105, *Subdivisions, Partitions, Replats, Condominium Plats, and Vacations of Recorded Plats*, a tract is a unit of land (other than a lot or parcel) created by a subdivision, partition, or replat.

TRAIL: A hard- or soft-surfaced facility for pedestrians, bicyclists, or equestrians that is separate from vehicular traffic. Trails often go through natural areas and are designed to have a minimal impact on the natural environment.

TRANSFER STATION: A fixed or mobile facility used as part of a solid waste collection and disposal system or resource recovery system, between a collection route and a processing facility or a disposal site, including but not limited to drop

boxes made available for general public use. This definition does not include solid waste collection vehicles.

TRANSIT STOP: Any posted bus or light rail stop.

TRANSITIONAL SHELTER COMMUNITY: Temporary shelters for houseless people. The operator also may provide the transitional shelter residents with food, clothing, and other support services on the transitional shelter site.¹

TURF LAWN: A ground-cover surface made up of thick, closely mowed, cultivated grass.

UNDERGROUND STRUCTURE: A structure in which more than 50 percent of the cubic footage of the enclosed, covered space is (1) constructed below the highest elevation of the ground adjoining the structure site prior to excavation; and (2) covered over by ground materials, such as soil, sod, sand or exterior paving, which are continuous on at least one side of the structure with contiguous surface ground materials. Conventional roofing materials may be used to cover any portion of the structure which extends above ground elevation. For an underground structure to be a "dwelling unit" access must be provided to outdoor space at floor level (within two feet of elevation) equal to at least 20 percent of the square footage of the enclosed, covered area of the structure.

Underground structures must meet all appropriate Uniform Building Code regulations and the requirements of the subject zoning district, except as provided in Section 904 of this Ordinance.

UNINCORPORATED COMMUNITY: A settlement that conforms to the definition set forth in Chapter 660, Division 22 of the Oregon Administrative Rules. The County's unincorporated communities are identified in Chapter 4 of the Comprehensive Plan and shown on Map IV-7 of the Comprehensive Plan.

USE: The purpose for which land or a building is arranged, designed or intended, or for which either land or a building is or may be occupied.

UTILITY CARRIER CABINETS: A small enclosure used to house utility equipment intended for offsite service, such as electrical transformer boxes, telephone cable boxes, cable TV boxes, fire alarm boxes, police call boxes, traffic signal control boxes, and other similar apparatus.

¹ Provisions for transitional shelter communities adopted by Ordinance ZDO-267 are repealed on the earlier of:

- August 28, 2019; or
- The day after the County renders a final decision approving a conditional use permit for the third of three separate transitional shelter communities.

VEHICLE, COMMERCIAL: A commercially licensed and operated vehicle exceeding the capacity of one ton.

VISUALLY SENSITIVE AREAS: Prominent natural landscape features such as hillsides, forests, and waterways; historic district; visual corridors along major highways and rivers. Natural landscapes that occur within the urban area and along traffic corridors are of higher visual significance.

WALKWAY: A hard-surfaced facility for pedestrians, within a development or between developments, distinct from surfaces used by motor vehicles. A walkway is distinguished from a sidewalk by its location on private property.

WASTE-RELATED USES: Waste-related uses are characterized by uses that receive solid or liquid wastes from others for disposal on the site for transfer to another location, uses which collect sanitary wastes, or uses that manufacture or produce goods or energy from the composting of organic material. Waste-related uses also includes uses which receive hazardous wastes from others and which are subject to the regulations of OAR 340.100-110, Hazardous Waste Management.

WEMME/WELCHES: The unincorporated community of Wemme/Welches, as identified on Comprehensive Plan Map IV-7, *Non-Urban Area Land Use Plan, Mt. Hood Corridor Land Use Plan*.

WETLANDS: Areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

YARD: The open space, on a lot, between a structure or structures and any lot line. The minimum horizontal distance between any point on a lot line and the nearest part of any structure or building is the yard depth.

YARD, FRONT: Any yard abutting a state highway, County road, public road, private road, or access drive, except as modified by Subsections 903.01 and 903.07 of this Ordinance.

YARD, REAR: Any yard abutting a rear lot line.

YARD, SIDE: Any yard abutting a side lot line.

[Amended by Ord. ZDO-224, 5/31/11; Amended by Ord. ZDO-231, 1/31/12; Amended by Ord. ZDO-232, 3/12/12; Amended by Ord. ZDO-234, 6/7/12; Amended by Ord. ZDO-243, 9/9/13; Amended by Ord. ZDO-246, 3/1/14; Amended by Ord. ZDO-249, 10/13/14; Amended by Ord. ZDO-248, 10/13/14; Amended by Ord. ZDO-252, 6/1/15; Amended by Ord. ZDO-253, 6/1/15; Amended by Ord. ZDO-254, 1/4/16 and 3/1/16; Amended by Ord. ZDO-258, 1/18/17]

602 BUSINESS PARK (BP), LIGHT INDUSTRIAL (LI), AND GENERAL INDUSTRIAL (GI) DISTRICTS

602.01 PURPOSE

Section 602 is adopted to implement the policies of the Comprehensive Plan for Business Park, Light Industrial, and General Industrial areas.

602.02 APPLICABILITY

Section 602 applies to land in the Business Park (BP), Light Industrial (LI), and General Industrial (GI) Districts.

602.03 USES PERMITTED

Uses permitted in each zoning district are listed in Table 602-1, *Permitted Uses in the BP, LI, and GI Districts*. In addition, uses similar to one or more of the listed uses for the applicable zoning district may be authorized pursuant to Section 106, *Authorization of Similar Uses*.

A. As used in Table 602-1:

1. “P” means the use is a primary use.
2. “A” means the use is an accessory use.
3. “C” means the use is a conditional use, approval of which is subject to Section 1203, *Conditional Uses*.
4. “X” means the use is prohibited.
5. Numbers in superscript correspond to the notes that follow Table 602-1.

B. Permitted uses are subject to the applicable provisions of Subsection 602.04, *Dimensional Standards*, Subsection 602.05, *Development Standards*, Section 1000, *Development Standards*, and Section 1100, *Development Review Process*.

Table 602-1: Permitted Uses in the BP, LI, and GI Districts

Use	BP	LI	GI
Accessory Uses permitted in the R-5 through R-30 Districts, except accessory dwelling units, listed in Table 315-1, <i>Permitted Uses in the Urban Residential Zoning Districts</i>, provided that such uses are accessory to a single-family dwelling that is a nonconforming use	A	A	A
Arenas, Exhibition Halls, and Stadiums	C ¹	C ¹	C ¹
Bus Shelters, subject to Section 823	A	A	A
Cogeneration Facilities	A	A	A
Composting Facilities, subject to Section 834	X	C	C
Construction and Maintenance Contractors This category includes contractors engaged in construction and maintenance of buildings and their component parts (e.g., roofing, siding, windows), fencing, decking, building systems (e.g., plumbing, electrical, mechanical), landscaping, and infrastructure (e.g., roads, utilities). Also included are excavation contractors, building movers, pest control services, and janitorial services.	P	P	P
Electric Vehicle Charging Stations	A	A	A
Electrical Power Production Facilities	X	X	C
Employee Amenities, such as clinics, daycare facilities, lounges, cafeterias, and recreational facilities	A	A	A
Farmers' Markets, subject to Section 840	P	P	P
Government and Special District Uses	C ^{2,3}	C ^{2,3}	C ^{2,3}
Heavy Truck and Heavy Equipment Uses This category includes sales, rental, storage, repair, and servicing of heavy trucks such as dump trucks, moving trucks, and truck tractors; large construction equipment such as backhoes and bulldozers; large farm equipment such as tractors and combines; and large cargo trailers such as semitrailers. Sales, rental, storage, repair, and servicing of passenger vehicles, recreational vehicles, and boats are excluded from this category.	X	P	P
Heliports	C	C	C

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Use	BP	LI	GI
<p>Indoor Recreational Facilities</p> <p>This category includes indoor facilities for such sports as dance, gymnastics, martial arts, soccer, basketball, and skating. These facilities may be used for instruction, practice, and competitions. Health and fitness clubs are excluded from this category but are included in the “retail and professional services that cater to daily customers/retail commercial uses” category.</p>	P ¹	P ¹	P ¹
<p>Industrial Trade Schools</p> <p>This category includes training facilities whose primary purpose is to provide training to meet industrial needs. These facilities also may be referred to as technical schools, vocational schools, and career schools. Industrial trade schools provide training in such occupational skills as welding, operation and repair of industrial machinery, and truck driving.</p>	P	P	P
<p>Information Services</p> <p>This category includes establishments engaged in producing and distributing information; providing the means to transmit or distribute these products, as well as data or communications; and processing data. Examples include publishing industries such as book, periodical, and software publishing; computer systems design; internet web search services; internet service providers; radio, television, motion picture, and recording studios; computer data storage services; optical scanning and imaging services; and financial transaction processing such as credit card transaction and payroll processing services. These businesses primarily serve other industries or deliver their products to the end user through means other than on-site pickup by the customer. Few general public customer visits per day are generated.</p>	P	P	P
<p>Large-Scale Laundry, Dry-Cleaning, and Carpet-Cleaning Plants</p> <p>These businesses primarily serve other industries or deliver their services to the end user through means other than on-site customer visits. Few general public customer visits per day are generated.</p>	P	P	P
<p>Level One Mobile Vending Units, subject to Section 837</p>	A	A	A

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Use	BP	LI	GI
<p>Manufacturing</p> <p>This category includes establishments engaged in the mechanical, physical, or chemical transformation of materials, substances, or components into new products, including the assembly of component parts. Examples of manufacturing include alternative energy development, biosciences, food and beverage processing, software and electronics production, and fabrication of products made from materials such as metal, glass, rubber, plastic, resin, wood, and paper.</p>	P	P	P
<p>Marijuana Processing</p>	P ⁴	P ⁴	P ⁴
<p>Marijuana Production</p>	P ⁴	P ⁴	P ⁴
<p>Marijuana Retailing</p>	X	X	X
<p>Marijuana Wholesaling</p>	P ⁴	P ⁴	P ⁴
<p>Miscellaneous Industrial Uses</p> <p>This category includes wrecking and salvage of building materials, equipment, and vehicles; tire retreading and recapping; and petroleum, coal, or other fuel storage, refining, reclaiming, distribution, and wholesale trade. These businesses primarily serve other industries or deliver their products and services to the end user through means other than on-site customer visits. Few general public customer visits per day are generated.</p>	X	X	P
<p>Offices</p> <p>This category includes administrative and corporate offices and call centers. These businesses primarily serve other industries or deliver their products and services to the end user through means other than on-site customer visits. Few general public customer visits per day are generated.</p>	P	P	P
<p>Outdoor Display of Products, subject to Subsection 602.05(B)(1) or (C)(1), provided that such display is associated with a permitted use</p>	X	C	A
<p>Outdoor Entertainment Facilities, including amusement parks, circuses, carnivals, drive-in theatres, and racetracks for automobiles, dogs, horses, and motorcycles</p>	X	X	C
<p>Outdoor Storage Areas larger than allowed by Subsection 602.05(B)(2)(a), provided that such storage is associated with a permitted use</p>	X	C	A
<p>Parking, Storage, Repair, and Servicing of Fleet Vehicles</p>	A	A	A

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Use	BP	LI	GI
Parking Structures	A	A	A
Pedestrian Amenities	A	A	A
Public Utility Facilities	C	C	C
Radio and Television Transmission and Receiving Towers and Earth Stations, provided that the base of such towers shall not be closer to the property line than a distance equal to the height of the tower	C	C	C
Rainwater Collection Systems	A	A	A
Recycling Centers and Transfer Stations, subject to Section 819	X	C	P
<p>Repair and Servicing Uses</p> <p>This category includes large-scale repair and servicing of equipment, machinery, and other products. Examples include authorized service centers, welding shops and machine shops. Products are received from and returned to customers primarily by shipping or pickup/delivery by employees of the business. Few general public customer visits per day are generated.</p>	P	P	P
<p>Research Facilities and Laboratories</p> <p>This category includes product research and development, product design and testing, medical research, and medical laboratories. Medical laboratories in this category primarily serve other industries or deliver their services to the end user through means other than on-site customer visits. Few general public customer visits per day are generated.</p>	P	P	P
<p>Retail and Professional Services that Cater to Daily Customers/Retail Commercial Uses</p> <p>This category includes the sale of goods and services to the general public. Examples of retail and professional services that cater to daily customers include rental and storage of passenger vehicles, recreational vehicles, and boats; health and fitness clubs; daycare facilities; and financial, insurance, real estate, legal, medical, and dental offices. Examples of retail commercial uses include sales of passenger vehicles, recreational vehicles, and boats; stores; and restaurants. Sales of motor vehicle fuels are excluded from this category.</p>	P ^{5,6,7}	P ^{5,6,7}	A ⁸

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Use	BP	LI	GI
Retail Services, as follows: auto repairing, overhauling, painting, washing, body and fender work, and reconditioning	X	X	C
Satellite Dishes	A	A	A
Signs, subject to Section 1010	A ⁹	A ⁹	A ⁹
Solar Energy Systems	A	A	A
Surface Mining, subject to Section 818	X	C	C ¹⁰
Telephone Exchanges	C	C	C
Temporary Buildings for uses incidental to construction work. Such buildings shall be removed upon completion or abandonment of the construction work.	A	A	A
Temporary Storage within an enclosed structure of source-separated recyclable/reusable materials generated and/or used on-site prior to on-site reuse or removal by the generator or licensed or franchised collector to a user or broker	A	A	A
Towing Establishments, Including Storage of Towed Vehicles	X	P	P
<u>Transitional Shelter Communities, subject to Section 842¹²</u>	<u>X</u>	<u>C</u>	<u>C</u>
Transportation Uses This category includes the transportation of cargo using motor vehicles or rail spurs and may include loading docks and parking of cargo transport vehicles. Examples include freight terminals, parcel delivery services, moving companies, and parking facilities for long-haul trucks. These uses often are associated with warehousing facilities. This category also includes parking, storage, repair, and servicing of fleet vehicles used for the transport of people. Examples include ambulance services and mass transit and school bus fleet facilities. This category also includes commercial motor vehicle fueling services, such as cardlock fueling stations; however, motor vehicle fueling stations that cater to the general public are prohibited.	X	P	P
Utility Carrier Cabinets, subject to Section 830	P	P	P
Warehouse Event Retail Sales	A ¹¹	A ¹¹	A ¹¹

Use	BP	LI	GI
<p>Warehousing and Distribution</p> <p>This category includes establishments primarily engaged in operating warehousing and distribution facilities for general merchandise, refrigerated goods, and other products and materials that have been manufactured and generally are being stored in anticipation of delivery to the final customer. A range of logistical services may be provided, including labeling, packaging, price marking and ticketing, and transportation arrangement. Mini-storage facilities are not included in this category.</p>	A	P	P
<p>Wholesale Trade</p> <p>This category includes establishments engaged in selling and distributing goods and services to retailers; to industrial, commercial, or professional business users; or to other wholesalers, generally without transformation. Wholesalers sell goods and services to other businesses, not the general public.</p>	P	P	P
<p>Wireless Telecommunication Facilities, subject to Section 835</p>	P	P	P

Notes to Table 602-1:

- ¹ In Regionally Significant Industrial Areas identified on Comprehensive Plan Map IV-8, *Urban Growth Concept*, places of assembly shall not exceed 20,000 square feet.
- ² A government or special district use is a conditional use only if the proposed use does not also fall within one of the categories identified as a primary or accessory use in the applicable zoning district.
- ³ In Regionally Significant Industrial Areas (RSIAs) identified on Comprehensive Plan Map IV-8, parks—intended to serve people other than those working or residing in the RSIA—and schools are prohibited.
- ⁴ Notwithstanding Subsection 602.05, marijuana production, marijuana processing, and marijuana wholesaling shall be located entirely within one or more completely enclosed buildings. A maximum of 20,000 square feet of building floor space may be used for all activities associated with marijuana production, marijuana processing, and marijuana wholesaling on a lot of record.
- ⁵ Notwithstanding other provisions of Section 602 that may permit outdoor display, storage, or processing, these uses shall be conducted entirely within a building, except the following are permitted: outdoor seating areas associated with a restaurant, outdoor play areas associated

with a daycare facility, and similar outdoor amenities. Drive-thru window service facilities are prohibited.

- ⁶ In Regionally Significant Industrial Areas identified on Comprehensive Plan Map IV-8, building floor area associated with each use shall not exceed 3,000 square feet, and the total building floor area of all such uses in the same development project shall not exceed 20,000 square feet. Notwithstanding these limitations, the lawful use of any structure or land as of September 9, 2013, may continue and expand to add up to 20 percent more building floor area. Outside Regionally Significant Industrial Areas identified on Comprehensive Plan Map IV-8, the same standards shall apply, except that the single-use limit is 5,000 square feet of building floor area. However, the building floor area limitations do not apply to the following uses in the BP District: destination restaurants that comply with Subsection 1016.05(B)(4) and provide lunch service; and hotels and associated convention facilities, gift shops, and restaurants.
- ⁷ Lots of record created on or after September 9, 2013, shall be subject to Note 7 to Table 602-1 in lieu of Note 6 to Table 602-1. In Regionally Significant Industrial Areas identified on Comprehensive Plan Map IV-8, building floor area associated with each use shall not exceed 3,000 square feet. Outside Regionally Significant Industrial Areas identified on Comprehensive Plan Map IV-8, building floor area associated with each use shall not exceed 5,000 square feet. Notwithstanding these limitations, the lawful use of any structure or land as of September 9, 2013, may continue and expand to add up to 20 percent more building floor area. In all cases, the total building floor area of all such uses on the same lot of record shall not exceed 20,000 square feet or 25 percent of the building floor area on the lot of record, whichever is less. However, the building floor area limitations do not apply to the following uses in the BP District: destination restaurants that comply with Subsection 1016.05(B)(4) and provide lunch service; and hotels and associated convention facilities, gift shops, and restaurants.
- ⁸ This use is limited to indoor areas for retail display and retail sales of products manufactured by the same business occupying the premises, as well as related products. In Regionally Significant Industrial Areas identified on Comprehensive Plan Map IV-8, building floor area for such retail display and retail sales shall not exceed 3,000 square feet per business, and the total building floor area of all such retail display and retail sales areas in the same development project shall not exceed 20,000 square feet. Notwithstanding these limitations, the lawful use of any structure or land as of September 9, 2013, may continue and expand to add up to 20 percent more building floor area. Outside Regionally Significant Industrial Areas identified on Comprehensive Plan Map IV-8, the same standards shall apply, except that the single-business limit is 5,000 square feet of building floor area.
- ⁹ Temporary signs regulated under Subsection 1010.13(A) are a primary use.
- ¹⁰ Aggregate batch plant operations are a primary use in the GI District.

¹¹ Warehouse event retail sales are permitted if the products being sold at the event sale are manufactured, warehoused, or distributed as a primary use on the subject property; no more than one event sale occurs each calendar month; a single event sale lasts a maximum of three consecutive days, which shall be Friday, Saturday, Sunday, or Monday; and the event sales occur indoors.

¹² Provisions for transitional shelter communities adopted by Ordinance ZDO-267 are repealed on the earlier of:

- August 28, 2019; or
- The day after the County renders a final decision approving a conditional use permit for the third of three separate transitional shelter communities.

602.04 DIMENSIONAL STANDARDS

Dimensional standards applicable in the BP, LI, and GI Districts are listed in Table 602-2, *Dimensional Standards in the BP, LI, and GI Districts*. The standards of Table 602-2 are not subject to modification under Section 903, *Setback Exceptions*, but may be modified pursuant to Section 1205, *Variances*.

A. As used in Table 602-2, numbers in superscript correspond to the notes that follow Table 602-2.

Table 602-2: Dimensional Standards in the BP, LI, and GI Districts

Standard	BP	LI	GI
Minimum Lot Size ¹	3 acres	1 acre ²	1 acre ²
Maximum Front Yard Depth	20 feet ³	None	None
Minimum Front Yard Depth	20 feet ⁴	20 feet ⁴	20 feet ⁴
Minimum Rear Yard Depth, if the rear yard abuts an industrial zoning district	0 ⁴	0 ⁴	0 ^{4.5}
Minimum Rear Yard Depth, if the rear yard abuts a commercial or mixed use zoning district	15 feet ⁴	15 feet ⁴	15 feet ^{4.5}

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Standard	BP	LI	GI
Minimum Rear Yard Depth, if the rear yard abuts a residential, natural resource, or Open Space Management zoning district	35 feet ⁴	35 feet ⁴	35 feet ^{4,5}
Minimum Side Yard Depth, if the side yard abuts an industrial zoning district	0 ⁴	0 ⁴	0 ^{4,5}
Minimum Side Yard Depth, if the side yard abuts a commercial or mixed use zoning district	15 feet ⁴	15 feet ⁴	15 feet ^{4,5}
Minimum Side Yard Depth, if the side yard abuts a residential, natural resource, or Open Space Management zoning district	35 feet ⁴	35 feet ⁴	35 feet ^{4,5}

Notes to Table 602-2:

- 1 The minimum lot size standard applies to subdivisions, partitions, and property line adjustments, except that no minimum lot size standard applies to a lot that is developed with a dwelling that is a nonconforming use. Notwithstanding the minimum lot size standard, a lot of record may be developed, subject to other applicable standards of this Ordinance.
- 2 The minimum lot size may be reduced to 20,000 square feet, subject to design review approval pursuant to Section 1102, *Design Review*, of the overall development plan for the entire lot of record, including access, circulation, parking, landscaping, and proposed building locations.
- 3 The maximum front yard depth standard applies, if required by Subsection 1005.03(L), except that this standard does not apply to dwellings that are nonconforming uses, or to structures that are accessory to such dwellings.
- 4 The minimum yard depth requirements of Table 315-2, *Dimensional Standards in the Urban Low Density Residential Districts*, as modified by Subsection 315.04(C), apply to dwellings that are nonconforming uses, as well as to structures that are accessory to such dwellings.
- 5 The minimum yard depth for a silo, tower, or other specialized storage or processing structure (unless such structure is enclosed in a building) is 35 feet for

structures 35 feet or less in height. An additional five feet of yard depth is required for each additional 10-foot height increment, or portion thereof, for structures over 35 feet in height. These greater yard depth standards do not apply if the yard abuts an LI or GI District.

602.05 DEVELOPMENT STANDARDS

The following development standards apply in the BP, LI, and GI Districts.

- A. Outdoor Operations in the BP District: In the operation of a primary use in the BP District:
1. All display areas shall be located within a building. No outdoor display areas shall be allowed.
 2. No outdoor storage of materials or products shall be allowed.
 3. No outdoor processes shall be employed in the operation of the business.
 4. Receptacles for solid waste and recyclable materials shall be maintained within an enclosed structure.
- B. Outdoor Operations in the LI District: In the operation of a primary use in the LI District:
1. All display of products shall be located within an enclosed building. No outdoor display areas shall be allowed. Notwithstanding these limitations, outdoor display of finished products may be permitted as a conditional use, as established by Table 602-1 and provided that, at a minimum, outdoor display areas and items on display shall:
 - a. Not block visibility to or from any road or driveway, or block visibility of signs located on adjacent lots;
 - b. Be located a minimum of 15 feet from the front lot line(s);
 - c. Be maintained to project an organized and neat appearance at all times; and
 - d. Only include finished products manufactured on, or sold on a wholesale basis from, the subject property.
 2. Limited outdoor storage areas shall be allowed, subject to the following criteria:
 - a. Except as permitted as a conditional use, as established by Table 602-1, outdoor storage may occupy an area no greater than the area of the ground floor of the building(s) on the same premises.

- b. Outdoor storage areas shall be located behind the building, to the rear of the site, and not adjacent to front lot lines.
 - c. Outdoor storage areas shall be screened with a sight-obscuring fence a minimum of six feet in height. Fencing shall be located behind the landscaping strips required by Subsections 1009.04(B) and 1009.06.
 - d. Equipment, vehicles, materials, and other items located within outdoor storage areas shall be maintained in an orderly fashion and, except for large industrial or commercial vehicles and equipment, shall be no higher than the height of the fence.
 - e. Outdoor storage areas shall not be used to store waste or recyclable materials.
3. No outdoor processes shall be employed in the operation of the business.
 4. Receptacles for solid waste and recyclable materials shall be maintained within an enclosed structure.
- C. Outdoor Operations in the GI District: In the operation of a primary use in the GI District:
1. Outdoor display of finished products is permitted, provided that outdoor display areas and items on display shall:
 - a. Not block visibility to or from any road or driveway, or block visibility of signs located on adjacent lots;
 - b. Be located a minimum of 10 feet from the front lot line(s);
 - c. Be maintained to project an organized and neat appearance at all times; and
 - d. Only include finished products manufactured on, or sold on a wholesale basis from, the subject property.
 2. Outdoor storage and processing are permitted, subject to the following standards:
 - a. Outdoor storage and processing areas shall be located a minimum of 20 feet from the front lot line(s), a minimum of 15 feet from side or rear lot lines that abut a commercial or mixed use zoning district, and a minimum of 35 feet from side or rear lot lines that abut a residential, natural resource, or Open Space Management zoning district.
 - b. Outdoor storage areas shall be screened with a sight-obscuring fence a minimum of six feet in height and a maximum of 10 feet in height.

Fencing shall be located behind the landscaping strips required by Subsections 1009.04(B) and 1009.06. Outdoor processing areas shall be buffered pursuant to Subsections 1009.05(D) through (F).

- c. Equipment, stockpiles of materials, and other items located within outdoor storage and processing areas shall be maintained in an orderly fashion.
- d. Waste materials (by-products that are not further processed or recycled on-premise) shall not accumulate in outdoor storage and processing areas for more than two weeks, except that waste materials from water treatment facilities or surface water retention facilities may accumulate for such longer period as necessitated by Best Management Practices for the facility.
- e. It shall be demonstrated through engineering and design or monitoring that outdoor storage of waste materials will not negatively impact ground or surface waters.

- D. Manufactured Dwelling Parks: Redevelopment of a manufactured dwelling park with a different use is subject to Subsection 825.03.

[Amended by Ord. ZDO-224, 5/31/11; Amended by Ord. ZDO-231, 1/31/12; Amended by Ord. ZDO-235, 5/14/12; Amended by Ord. ZDO-243, 9/9/13; Amended by Ord. ZDO-249, 10/13/14; Amended by Ord. ZDO-250, 10/13/14; Amended by Ord. ZDO-253, 6/1/15; Amended by Ord. ZDO-254, 1/4/16]

842 TRANSITIONAL SHELTER COMMUNITIES¹

842.01 APPLICABILITY

Section 842 applies to transitional shelter communities.

842.02 STANDARDS

Transitional shelter communities shall comply with the following standards:

- A. The transitional shelter community shall be located on land owned by Clackamas County, Clackamas County Development Agency, Clackamas County Service District No. 1, Surface Water Management Agency of Clackamas County, Tri-City Service District, North Clackamas Parks and Recreation District, Clackamas County Extension and 4-H Service District, or the Library Service District of Clackamas County.
- B. The operator of a transitional shelter community shall obtain approval from the Director of the County Department of Health, Housing, and Human Services in consultation with the County Administrator.
- C. Shelter Unit Type: Shelter units shall be stick-built structures or prefabricated structures but may not have fabric walls or roofs (e.g., tents, yurts, and membrane structures). Shelter units may not be vehicles, residential trailers, or manufactured dwellings. Each shelter unit shall be detached from any other shelter unit.
- D. Maximum Building Floor Space: The maximum building floor space for each shelter unit is 200 square feet.
- E. Bathrooms and Kitchens: Bathrooms and kitchens are prohibited in the shelter units. Instead, common bathroom and kitchen facilities shall be provided for the residents.
- F. Utilities: Water service, sanitary sewer service, natural gas service, and generators are prohibited in the shelter units but are permitted in common facilities.
- G. Storage: No outdoor storage is permitted. Residents shall be provided with enclosed, secure storage facilities for their belongings.
- H. Fencing: The transitional shelter community shall be fenced with sight-obscuring fencing a minimum of six feet in height.
- I. Minimum Rear and Side Yard Depth: The minimum rear and side yard depth is five feet, except that if the rear or side yard abuts a zoning district regulated by Section 300, *Urban and Rural Residential Districts*, the minimum shall be 35 feet from the abutting lot line.

J. Minimum Structure Separation: Structures shall be separated from one another by a minimum of 10 feet.

K. Design Review: Transitional shelter communities are not subject to Section 1102, *Design Review*.

L. Development Standards: Notwithstanding Subsection 1203.03(F), the standards of Section 1000, *Development Standards*, do not apply, except:

1. The following apply:

a. Subsection 1001.03, *Other Codes*;

b. Section 1002, *Protection of Natural Features*;

c. Section 1003, *Hazards to Safety*

d. Section 1006, *Water Supply, Sanitary Sewer, Surface Water, and Utilities Concurrency*, except Subsection 1006.02(C);

e. Subsection 1007.09, *Transportation Facilities Concurrency*;

f. Section 1010, *Signs*; and

g. Section 1021, *Refuse and Recycling Standards for Commercial, Industrial and Multifamily Developments*.

2. Any other standard of Section 1000 applies to the extent that it is imposed as a condition of approval in order to ensure compliance with Section 1203, *Conditional Uses*.

842.03 SUBMITTAL REQUIREMENT

In addition to the submittal requirements of Subsection 1203.02, an application for a conditional use permit for a transitional shelter community shall include an operations plan that addresses the following:

A. Parking;

B. Site security;

C. Site lighting;

D. Pets;

E. Heat source, if any, proposed for the shelter units;

F. Length of stay permitted for residents of the transitional shelter community;

G. Plan for transitioning residents of the transitional shelter community to more permanent housing;

H. Support services, if any, to be provided on the site to the residents of the transitional shelter community; and

I. Provisions for onsite management.

¹ Provisions for transitional shelter communities adopted by Ordinance ZDO-267 are repealed on the earlier of:

- August 28, 2019; or
- The day after the County renders a final decision approving a conditional use permit for the third of three separate transitional shelter communities.

1203 CONDITIONAL USES

1203.01 PURPOSE AND APPLICABILITY

Section 1203 is adopted to provide standards, criteria, and procedures under which a conditional use may be approved.

1203.02 SUBMITTAL REQUIREMENTS

In addition to the submittal requirements identified in Subsection 1307.07(C), an application for a conditional use shall include:

- A. Preliminary statements of feasibility required pursuant to Section 1006, *Water Supply, Sanitary Sewer, Surface Water, and Utilities Concurrency*;
- B. A vicinity map showing the relationship of the proposed use to the surrounding area;
- C. A site plan of the subject property showing existing and proposed improvements; and
- D. Building profiles of proposed new and remodeled structures.

1203.03 GENERAL APPROVAL CRITERIA

A conditional use requires review as a Type III application pursuant to Section 1307, *Procedures*, and shall be subject to the following standards and criteria:

- A. The use is listed as a conditional use in the zoning district in which the subject property is located.
- B. The characteristics of the subject property are suitable for the proposed use considering size, shape, location, topography, existence of improvements, and natural features.
- C. The proposed use complies with Subsection 1007.09, and safety of the transportation system is adequate to serve the proposed use.
- D. The proposed use will not alter the character of the surrounding area in a manner that substantially limits, impairs, or precludes the use of surrounding properties for the primary uses allowed in the zoning district(s) in which surrounding properties are located.
- E. The proposed use is consistent with the applicable goals and policies of the Comprehensive Plan.

- F. The proposed use complies with any applicable requirements of the zoning district and any overlay zoning district(s) in which the subject property is located, Section 800, *Special Use Requirements*, and Section 1000, *Development Standards*.

1203.04 VCS DISTRICT APPROVAL CRITERIA

In addition to the standards and criteria in Subsection 1203.03, a conditional use—except a wireless telecommunication facility—in the VCS District shall be subject to the following standards and criteria:

- A. The proposed use shall provide community facilities, such as meeting rooms, recreation rooms, gymnasiums, or performance facilities.
- B. The community facilities required by Subsection 1203.04(A) shall be made available on an ongoing basis to the whole community for little or no cost.
- C. The community facilities required by Subsection 1203.04(A) shall be a minimum of 3,000 square feet or one-third of the usable floor area built, whichever is greater.

1203.05 APPROVAL PERIOD AND TIME EXTENSION¹

- A. Except as set forth in Subsections 1203.05(B) and (C), approval of a conditional use is valid for four years from the date of the final decision. If the County's final decision is appealed, the approval period shall commence on the date of the final appellate decision. During this four-year period, the approval shall be implemented, or the approval will become void.
 - 1. Implemented means all major development permits shall be obtained and maintained for the approved conditional use, or if no major development permits are required to complete the development contemplated by the approved conditional use, implemented means all other necessary County development permits (e.g., grading permit, building permit for an accessory structure) shall be obtained and maintained. A major development permit is:
 - a. A building permit for a new primary structure that was part of the conditional use approval; or
 - b. A permit issued by the County for parking lot or road improvements required by the conditional use approval.
- B. Approval of a conditional use for the following uses is valid for 10 years from the date of the final decision. With the exception of the length of the approval period, Subsection 1203.05(A) applies to these uses. Conditional use approval of these uses shall not have the effect of reserving vehicle trips for purposes of evaluating

transportation concurrency for other developments. Instead, the vehicle trips these facilities are expected to generate shall be reserved when the approval is implemented pursuant to Subsection 1203.05(A).

1. Public roads;
2. Public schools, including colleges and universities;
3. Public parks;
4. Public safety facilities, including fire and police facilities;
5. Public libraries;
6. Public sanitary sewer facilities;
7. Public surface water management facilities;
8. Public water supply facilities; and
9. Hospitals.

C. Approval of a conditional use for a transitional shelter community is valid for two years from the date of the final decision. With the exception of the length of the approval period, Subsection 1203.05(A) applies to these uses.

DC. If the approval of a conditional use is not implemented within the initial approval period established by Subsection 1203.05(A), a two-year time extension may be approved pursuant to Section 1310, *Time Extension*.

ED. If the approval of a conditional use is not implemented within the initial approval period established by Subsection 1203.05(B), a five-year time extension may be approved pursuant to Section 1310.

F. Approval of a transitional shelter community is not eligible for a time extension pursuant to Section 1310.

1203.06 DISCONTINUATION

If a conditional use is implemented pursuant to Subsection 1203.05 and later discontinued for a period of more than five consecutive years, the conditional use shall become void. However, in the case of a transitional shelter community, the allowed discontinuation period shall not exceed one year.

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

[Amended by Ord. ZDO-224, 5/31/11; Amended by Ord. ZDO-230, 9/26/11; Amended by Ord. ZDO-249, 10/13/14; Amended by Ord. ZDO-250, 10/13/14; Amended by Ord. ZDO-248, 10/13/14; Amended by Ord. ZDO-253, 6/1/15]

¹ Provisions for transitional shelter communities adopted by Ordinance ZDO-267 are repealed on the earlier of:

- August 28, 2019; or
- The day after the County renders a final decision approving a conditional use permit for the third of three separate transitional shelter communities.

August 24, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with City of
Wilsonville/Wilsonville Community Center to Provide Social Services for
Clackamas County Residents age 60 and over

Purpose/Outcomes	Subrecipient Agreement with the City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons in the city of Wilsonville.
Dollar Amount and Fiscal Impact	The maximum agreement is \$54,736. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, State Unit on Aging.
Funding Source	The Older American Act (OAA) and State Special Program Allocation funds, - no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2018
Previous Board Action	none
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #8363; Subrecipient #18-011

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons living in the Wilsonville Community Center service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than City of Wilsonville/Wilsonville Community Center showed an interest in providing these services in the Wilsonville area, so an intergovernmental subrecipient agreement with the City of Wilsonville/Wilsonville Community Center was negotiated. This is the second agreement under this RFP.

This agreement is retroactive to July 1, 2017 and terminates on June 30, 2018. Execution of this agreement was delayed due to procedural changes for issuance of subrecipient agreements for fiscal year 2017-18.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 18-011**

This Agreement is between Clackamas County, Oregon, acting by and through its
Health Housing & Human Services Department,
Social Services Division – Area Agency on Aging (COUNTY) and
City of Wilsonville by and for its Wilsonville Community Center (SUBRECIPIENT), an Oregon Municipality.

Clackamas County Data

Grant Accountant: Sue Aronson

Project Manager: Stefanie Reid-Danielson

Clackamas County – Finance
2051 Kaen Road
Oregon City, OR 97045
503-742-5421
suea@co.clackamas.or.us

Clackamas County – Social Services Division
2051 Kaen Road
Oregon City, OR 97045
503-655-8330
stefanierei@co.clackamas.or.us

Subrecipient Data

Finance/Fiscal Representative: **Keith Katko**

Program Representative: **Brian Stevenson**

Finance Operations Mgr, City of Wilsonville

29799 SW Town Center Loop E
Wilsonville, OR 97070
503-570-1516
katko@ci.wilsonville.or.us

Interim Recreation Program Manager,
Wilsonville Community Center
30000 SW Town Center Loop E
Wilsonville, OR 97070
503-682-3727
stevenson@ci.wilsonville.or.us

FEIN: 93-0580494

DUNS: 00-825-3827

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the County's Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2017** and not later than **June 30, 2018**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$54,736**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 4 – Reporting Requirements and Exhibit 5 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$50,636** in grant funds for this Agreement is the Older Americans Act (OAA) (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging .
 - b. **Other Funds.** The COUNTY's funding of **\$4,100** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to 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.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the "OAA".
 - b. **Revenue Accounting.** Revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the agreement have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All agreement 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. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - d. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.

- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 4 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 5 – Budget and Units of Services. The SUBRECIPIENT may not transfer funds between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original agreement application or Agreement.
- h. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- i. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 4 – Reporting Requirements.
- j. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 4 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 4 – Reporting Requirements.
- l. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 4 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <http://www.sam.gov>.

- n. Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 2 CFR 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o. Lobbying.** The SUBRECIPIENT certifies (Exhibit 7: Congressional Lobbying Certificate) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p. Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. The COUNTY will provide SUBRECIPIENT with written notice requesting access no less than three (3) days prior to the

access. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

- r. **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 2 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to

independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to utilize the DHS Criminal Records Information Management System (CRIMS) to meet provider requirements set forth in OAR 125-007-0200 through 125-007-0330; OAR 407-007-0200 through 407-007-0370; ORS 181A.195 through ORS 181A.200; ORS 409.025, ORS 409.027 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization. County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - ii. Procure a commercial sex act during the period of time the award is in effect; or
 - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

i. Confidentiality of Client Information.

- i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

11. SUBRECIPIENT Standard Terms and Conditions. The SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 3 – Subrecipient Standards Terms and Conditions.

12. Federal and State Procurement Standards

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. The SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award

and administration of contracts. If the SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- d. The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

13. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control to the extent allowed under Oregon law. 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.
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, 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.

- (a) Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
 - ii. **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.
 - (a) Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
 - iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
 - (a) Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. **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 days' notice of cancellation provision shall be physically endorsed on to the policy.
 - v. **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.
 - vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. 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.
 - vii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - viii. **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.
 - ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage

paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between 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.
- h. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. **Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Scope of Work: Purpose Service Description, Service Objectives, and Elements of Completion
- Exhibit 2 Required Federal Terms and Conditions
- Exhibit 3 Subrecipient Standard Terms and Conditions
- Exhibit 4 Reporting Requirements
- Exhibit 5 Budget and Units of Service
- Exhibit 6 Congressional Lobbying Certificate
- Exhibit 7 Subrecipient Information

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

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

By: _____
Rich Swift, Director
Health, Housing and Human Services

Dated: _____

By: _____
Recording Secretary

Dated: _____

Approved to Form:

By: _____
County Counsel

Dated: 1 August 2017

City of Wilsonville

Wilsonville Community Center

By: _____
Bryan Cosgrove, City Manager

Dated: _____

Approved as to Content:

By: _____
Brian Stevenson
Interim Recreation Program Manager

Dated: 8/2/17

Approved as to Form:

Amanda Gulle-Hinman, Asst. City Attorney
City of Wilsonville, Oregon

August 24, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Cooperation Agreement with Clackamas Service Center and the
Housing and Community Development Division for
Activities to Remediate Fire Damage and Support Continuation of Services

Purpose/ Outcome	The Agreement will allow for the Housing and Community Development Division (HCD) to provide Community Development Block Grant (CDBG) funds to assist with activities to address the damage caused by a recent fire at the Clackamas Service Center (CSC) facility. Covered activities include cleanup and removal of debris, repair of facility to pre-fire conditions, costs associated with temporarily locating services and staff including rental of mobile buildings and off-site space. The project address is 8800 SE 80 th Ave in Portland.
Dollar Amount and Fiscal Impact	Community Development Block Grant (CDBG) funds of \$25,000 as a grant. No County General Funds are included in this Agreement
Funding Source	U.S. Department of Housing and Urban Development CDBG funds
Duration	Upon execution, 5-year period of compliance
Previous Board Action/ Review	May 5, 2016 approval of the 2016 One-Year Action Plan which included an allocation of \$25,000 of CDBG funds to be available for emergency assistance and relocation as a result of disasters such as flooding, earthquake and fire.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Increase self-sufficiency for our clients. 2. Ensure safe, healthy and secure communities.
Contact Person	Kevin Ko – Housing and Community Development: 503-655-8359
Contract No.	H3S 8441

BACKGROUND:

The Housing and Community Development Division (HCD) of the Health, Housing and Human Services Department (H3S) requests the approval of a Cooperation Agreement with the Clackamas Service Center.

On July 3, 2017 a fire broke out in the rear portion of the CSC facility. CSC provides services to primarily homeless persons, and is located in in an area of highest need. The fire severely damaged the structure, which includes a food box distribution center, restrooms, offices and common areas from which services are provided. H3S staff and leadership has met several times with CSC staff to determine the immediate, intermediate and long-term needs of the agency.

PROJECT OVERVIEW: The funding requested will provide assistance to address immediate needs only. These include cleanup, reconstruction to pre-fire conditions, and the temporary location of staff and services to off-site location or in temporary on-site mobile structures. Eligible costs include rental payments, temporary overhead costs, moving and siting of temporary structures and other cost necessary to the continued provision of services for homeless and at-risk persons and households.

RECOMMENDATION: We recommend the approval of this Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing Human Services

COOPERATION AGREEMENT

BETWEEN

CLACKAMAS COUNTY, OREGON

AND

CLACKAMAS SERVICE CENTER

I) Purpose:

- (A) This Cooperation Agreement (“Agreement”) is entered into between Clackamas County a political subdivision of the State of Oregon (“County”) by and through its Housing and Community Development Division, and the Clackamas Service Center, an Oregon nonprofit corporation (“CSC”) to provide a basis for a cooperative working relationship for necessary cleanup, repair, temporary relocation of services and staff, rental of temporary space including mobile spaces, design, planning, permitting and other services and activities to mitigate the damage caused by a recent fire at the Clackamas Service Center (“Project). Services and activities covered under this Agreement are being funded in part with Community Development Block Grant (“CDBG”) funds. CSC is the owner and operator of the facility, located at 8800 SE 80th Ave. in Portland.
- (B) The activities covered under this Agreement are necessary to repair and reopen the CSC facility, and to continue services and operations while the cleanup and repair activities are occurring. The service center provides a variety of essential services to primarily homeless persons and households, qualifies under the LMI – limited clientele CDBG national objective.

II) Scope of Cooperation:

- (A) Under this Agreement the responsibilities of CSC shall be as follows:
 - 1) CSC will be the Fiscal Agent for the Project.
 - 2) CSC shall assist the County with due diligence to determine the feasibility of the Project and the covered activities.
 - 3) CSC agrees to report to the County demographic information on CSC clientele. The report shall cover the period between July 1 and June 30 for each year or partial year Project is operational. The report which has been made a part of the Agreement and is included as Attachment A shall be submitted to the County no later than the 31st day of August of each such year during the term of this Agreement.
 - 4) CSC shall also adhere to the guidelines of 24 CFR Part 85, excerpted and attached hereto as Attachment B.
 - 5) Match is not required for this project. However, in order to comply with reporting requirements, CSC agrees to complete the County’s CDBG Match Funds form which identifies other sources of funding allocated for the Project, substantially as attached hereto as Attachment C. CSC has the sole authority to identify, determine and define Match Funds used for the Project.

- 6) CSC will ensure that CDBG funds expended under this Agreement are not used to pay for the cost of materials, services or other expenses, where such costs are being recovered by any insurance claim made on behalf of CSC.
- (B) Under this Agreement the responsibilities of the County shall be as follows:
- 1) The County agrees to provide and administer available CDBG funds granted by the U.S. Department of Housing and Urban Development (“HUD”) to finance the Project.
 - 2) The County shall conduct necessary environmental reviews described in 24 CFR part 570.604 of the CDBG regulations for compliance with requirements of the CDBG program.
 - 3) The County shall conduct due diligence to determine the feasibility of the Project.
 - 4) The County has determined that the Project will meet the CDBG objective of benefiting primarily low and moderate income persons as a Limited Clientele Activity as described in 24 CFR part 570.208(a)(2)(A). County may conduct periodic reviews of the Project to ensure that the CDBG national objective is being met.
 - 5) The County shall provide reasonable and necessary staff for administration of this Agreement.

III) Budget and Financial

- (A) The County will provide up to **\$25,000** dollars of CDBG funds to CSC for the activities covered under this Agreement. The funds will be provided as a grant, and will be disbursed to CSC on a reimbursement basis.

The obligations of the County are expressly subject to the County receiving funds from HUD for the Project, and in no event shall the County’s financial contribution exceed the amount finally granted, released and approved by HUD for this Project. The County will provide up to \$25,000 of CDBG funds.

CSC will be financially responsible for all funds needed for the covered activities beyond the County’s \$25,000 available for the Project. In order to meet its CDBG program match obligations, CSC shall expend not less than \$5,000 toward the costs of the covered activities. CSC has the sole authority to determine the source of any monies used or expended toward the costs of the covered activities.

- (B) If CSC fails to meet a national objective for allowed use from the CDBG Program under the HUD guidelines, the County reserves the right to demand repayment of all CDBG expenditures.

IV) Liaison Responsibility

Debra Mason will act as liaison from CSC for this Project. Kevin Ko will act as liaison from the County.

V) Special Requirements

- (A) Law and Regulations. The County and CSC agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- (B) Public Contracting Requirements. To the extent applicable, the provisions of ORS 279B.220 through 279B.235 are incorporated by this reference as though fully set forth.
- (C) Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- (D) Indemnification. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, CSC agrees to indemnify, defend and hold harmless the County, its officers, elected officials, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of CSC or its employees or agents, in performance of this Agreement. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the County agrees to indemnify, defend and hold harmless CSC, its officers, agents and employees from and against all liability, loss costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or its employees or agents, in performance of this Agreement.
- (E) Notice of Claims. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.
- (F) Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- (G) Access to Records. CSC will ensure that the County, the State of Oregon, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- (H) Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the County are also expressly subject to the County receiving funds from HUD for this Project and in no event shall the County's financial contribution exceed the amount finally granted, released and approved by HUD for this Project or eighty percent of the costs of acquisition and renovation of the Property, whichever is less.
- (I) Conflict of Interest. No officer, elected official, board member, employee, or agent of CSC or County who exercises any functions or responsibilities in connection with the planning and carrying out of the CDBG Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest,

direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his or her services.

- (J) Insurance. CSC will bear the risk of loss from fire, personal injury, extended coverage, and will purchase and maintain property insurance on all affected CSC Property. CSC will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, CSC shall be required to maintain flood insurance. CSC shall keep in effect during the term of this Agreement, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of the County, its officers, elected officials, agents, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270. CSC must meet these insurance requirements until the termination of the Agreement.
- (K) Nondiscrimination. CSC and the County agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, religion, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.
- (L) Handicapped Accessibility. CSC agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- (M) Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by CSC to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- (N) Evaluation. CSC agrees to participate with the County in any evaluation process or performance report, as designed by the County or the appropriate Federal department, and to make available all information required by any such evaluation process.
- (O) Reversion of Assets. This section is not applicable.

VI) Amendment

This Agreement may be amended at any time in writing with the concurrence of the Parties. Amendments become a part of this Agreement only after both Parties have signed the written amendment.

VII) Term of Agreement

- A) This Agreement becomes effective when it is signed by both Parties.
- B) The term of this Agreement is a period beginning when it becomes effective and ending five (5) years from the date signed by both Parties. The expiration date of this Agreement will be August , 2022.
- C) This Agreement may be suspended or terminated prior to the expiration of its term by:
 - 1. Written notice provided by the County in accordance with 24 CFR 85.43 resulting from material failure by CSC to comply with any term of this Agreement;
 - 2. Mutual agreement by the Parties in accordance with 24 CFR 85.44; or
- D) In addition to all other remedies available to the County and HUD under this Agreement and all related documents, upon termination of this Agreement, any unexpended balance of CDBG funds shall remain with the County.

VIII. Integration

This Agreement contains the entire agreement between CSC and the County and supersedes all prior written or oral discussions.

IX. Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

X. Oregon Law and Forum

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

XI. Waiver

CSC and the County shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

[Signature Page Follows]

The parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

Clackamas Service Center

8800 SE 80th Ave.
Portland, Oregon 97206

CLACKAMAS COUNTY

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

Signing on Behalf of the Board

Debra Mason, Executive Director
Clackamas Service Center

Richard Swift, Director
Health, Housing and Human Services
Department

Date

Date

ATTACHMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PERFORMANCE REPORT

FOR THE PERIOD: JULY 1, _____ TO JUNE 30, _____

Project Name: Homeless Veterans Shelter Village

Total Number Assisted (H or P)	Total of Columns C, D, and E	Income Categories			Female Headed Households
		Low/Mod (80% - 51%)	Very Low (50% - 30%)	Extremely Low (<30%)	
(A)	(B)	(C)	(D)	(E)	(F)

Females: _____

Persons with Disabilities: _____

Race Categories			
		Total #	# Hispanic
		(G)	(H)
(1)	White:		
(2)	Black/African American:		
(3)	Asian:		
(4)	American Indian/Alaskan Native:		
(5)	Native Hawaiian/Other Pacific Islander:		
(6)	American Indian/Alaskan Native & White:		
(7)	Asian & White:		
(8)	Black/African American & White:		
(9)	Am.Indian/Alaskan Native & Black/African Am:		
(10)	Other Multi-Racial:		

Signature

Date

Organization

CDBG AGREEMENT: 2017 CSC FIRE DAMAGE MITIGATION

INSTRUCTIONS

Total Number Assisted (Column A):

Enter the actual number of persons (or households) who received assistance. Indicate whether this number represents "households" or "persons" with either (H) or (P) respectively. Each household or person may be counted only once. The number of beneficiaries reported in Column A must reflect the total of the beneficiaries reported in Column G.

Total Low/Mod (<80% MFI) (Column B):

The total number of lower income households or persons being served (total of Columns C, D, and E) should be entered in this column.

Income Categories

Low/Mod (Column C) - The total number of persons or households assisted who have an annual household income of 51% to 80% Median Family Income.

Low (Column D) - The total number of persons or households assisted who have an annual household income of 30% to 50% Median Family Income.

Extremely Low (Column E) - The total number of persons or households assisted who have an annual household income of 30% Median Family Income or less.

Female-Headed Household (Column F)

Enter the number of female-headed households. If "persons" assisted is reported in Column A rather than "households" assisted, leave this column blank.

Race (Rows 1 through 10)

All persons/households served (including persons of Hispanic ethnicity) must indicate Race.

Enter the number of households or persons using the facility or service (Column G) who are the following:

White (Row 1) - A person having origins in any of the original peoples of Europe, North Africa, or the Middle East. This category will generally include persons of Hispanic ethnicity but other categories may be chosen as appropriate.

Black or African American (Row 2) - A person having origins in any of the black racial groups of Africa.

Asian (Row 3) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.

American Indian or Alaskan Native Origin (Row 4) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliations or community recognition.

Native Hawaiian or Other Pacific Islander (Row 5) – A person having origins in the Hawaiian Islands or other Pacific Islands.

American Indian or Alaska Native and White (Row 6)

Asian and White (Row 7)

Black or African American and White (Row 8)

American Indian or Alaska Native and Black or African American (Row 9)

Other Multi-Racial (Row 10) – The balance category will be used to report individuals that are not included in any of the single race categories or in any of the multiple race categories listed above.

Ethnicity – Hispanic (Column H)

Enter the total number of persons or households within each Race Category who indicate origins in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish culture or origin.

ATTACHMENT B

Excerpt from 24 CFR Part 85

§85.43 Enforcement.

(a) *Remedies for noncompliance.* If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,
- (4) Withhold further awards for the program, or
- (5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- (1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
- (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) *Relationship to Debarment and Suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under E.O. 12549 (see §85.35).

§85.44 Termination for convenience. Except as provided in §85.43 awards may be terminated in whole or in part only as follows:

- (a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §85.43 or paragraph (a) of this section.

ATTACHMENT C

CDBG Project Match Funds

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the CSC acquisition project:

CLACKAMAS COUNTY CDBG FUNDS	\$25,000
-----------------------------	-----------------

SOURCES OF LOCAL MATCH:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Private (including recipient) Funding	
Fund Raising/Cash	\$ _____
Loans	\$ _____
Building Value or Lease	\$ _____
Donated Goods	\$ _____
New Staff Salaries	\$ _____
Volunteers (\$5/hr)	\$ _____
Volunteer Medical/Legal	\$ _____
Other _____	\$ _____

Prepared By:
(Print name)

Signature

Date

August 24, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Local Recipient Grant Agreement with Northwest Family Services
for Children of Incarcerated Parents and Parenting Inside Out Services

Purpose/Outcomes	Services include parenting education and coaching to improve parenting skills for 60-80 participants, and support services and mentoring for children whose parents are justice system involved. An additional 10-15 parents will be served in Community Corrections Substance Abuse Program (CSAP)
Dollar Amount and Fiscal Impact	\$227,000 No County Staff are funded through this Agreement
Funding Source	County General Funds (\$220,000) and Oregon Parenting Education Collaborative funds (\$7,000)
Safety Impact	N/A
Duration	Effective July 1, 2017 and terminates on June 30, 2018
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 503-650-5678
Contract No.	8438

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of a Local Grant Agreement with Northwest Family Services for Children of Incarcerated Parents Parenting Inside Out (CIP-PIO) parenting classes and youth mentoring and support. Services to be provided under this contract include: evidence-based parenting educational curriculum and coaching and youth mentoring and support services.

Funding for this Agreement is County General Funds and Oregon Parenting Education Collaborative funds. It has been reviewed and approved by County Counsel. It is effective upon signature for services starting July 1, 2017 and terminating June 30, 2018. It has a maximum value of \$227,000.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON	
LOCAL RECIPIENT GRANT AGREEMENT CYF-8438	
Program Name: <i>Children of Incarcerated Parents/Parenting Inside Out</i>	
Program/Project Number: CYF-8438	
This Agreement is between Clackamas County, Oregon , acting by and through its Children, Youth & Families Division (COUNTY) and Northwest Family Services (RECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Michael Morasko	Program Manager: Korene Mather
Clackamas County Finance 2051 Kaen Rd. Oregon City, OR 97045 503-742-5435 mmorasko@clackamas.us	Clackamas County Children, Youth & Families Division 150 Beavercreek Rd. Oregon City, OR 97045 503-650-5683 korenemat@clackamas.us
RECIPIENT Data	
Finance/Fiscal Representative: Rose Fuller	Program Representative: Rose Fuller
Northwest Family Services 6200 SE King Rd. Portland, OR 97222 503-546-6377 rfuller@nwfs.org FEIN: 93-0841022	Northwest Family Services 6200 SE King Rd. Portland, OR 97222 503-546-6377 rfuller@nwfs.org

RECITALS

1. Northwest Family Services (RECIPIENT) is a not-for-profit organization whose mission is to equip people with vital skills in support of child well-being and family stability.
2. Clackamas County (COUNTY) desires to work with Northwest Family Services as part of a comprehensive, multi-agency approach to address the needs of very high-risk families and build strong parenting skills, prevent child abuse/neglect, and improve family stability through a variety of support activities and referral services, including:

Mentoring and support services to children whose parents are or have been involved in the criminal justice system. A minimum of 28 children and youth will receive one-on-one support, connection to needed resources, and other targeted services. Youth will be referred to the program by schools, PreventNet site staff, homeless liaisons, federal, state, and local agencies, and other community partners.

Evidence-based parenting classes using the Parenting Inside Out curriculum to increase parenting skills to improve outcomes for both the parents and their children. Class participants will be connected to supportive community resources and services. Six Parenting Inside Out class series (12 sessions each) will be conducted with 60-80 parents and 75 children.

An additional 10-15 parents in the Corrections Substance Abuse Program (CSAP) will participate in family events involving a curriculum around the common core standards. These families will receive one-on-one coaching as part of reunification of parents with their children.
3. County General Fund dollars will be used to finance this Local Recipient Grant Agreement.
4. This Agreement of financial assistance sets forth the terms and conditions pursuant to which RECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2017** and not later than **June 30, 2018**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures made after the expiration date of this Agreement.
2. **Program.** The Program requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. RECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** The COUNTY's funding for this Agreement is County General Fund (\$220,000) and OPEC funds (\$7,000). The maximum, not to exceed, grant amount that the COUNTY will pay is \$227,000. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibits B and D.

Failure to comply with the terms of this Agreement may result in withholding of payment.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **RECIPIENT 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 RECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
7. **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.
8. **Administrative Requirements.** RECIPIENT agrees to its status as a RECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** RECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.

- c) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT Program Budget. RECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- d) **Allowable Uses of Funds.** RECIPIENT shall use funds only for those purposes authorized in this Agreement.
- e) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the forms and instructions outlined in Exhibit D-1: Request for Reimbursement. RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance Reporting.** RECIPIENT must submit Performance Reports on a quarterly basis according to the schedule specified in Exhibit C: Performance Reporting Schedule. Quarterly Reports include Exhibits A-2: Work Plan Quarterly Report, A-3: Demographic Report, and A-4: Client Feedback Survey and Report. All reports must be submitted on templates provided, must reference this Agreement number, and be signed and dated by an authorized official of RECIPIENT.
- i) **Audit.** RECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** RECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. The COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** RECIPIENT 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, 2018), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** RECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT 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 RECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

9. Compliance with Applicable Laws

- a) **State Statutes.** RECIPIENT 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.

- b) **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, RECIPIENT shall in writing request COUNTY resolve the conflict. RECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

10. General Agreement Provisions.

- a) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY, its elected officials, officers, employees and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including expert fees) arising from or related to RECIPIENT's negligent or willful acts or those of its employees, agents or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this Agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** RECIPIENT shall obtain, at RECIPIENT'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, RECIPIENT shall obtain at RECIPIENT 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, RECIPIENT 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) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
 - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its elected officials, agents, officers, and employees" as an additional insured, but only with respect to RECIPIENT's activities under this Agreement.

- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 7) **Insurance Carrier Rating.** Coverage provided by RECIPIENT 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.
 - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, RECIPIENT shall furnish a Certificate of Insurance to COUNTY. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** RECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **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.
 - 11) **Waiver of Subrogation.** RECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** RECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
 - d) **Independent Status.** RECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT 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. RECIPIENT 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 RECIPIENT 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 RECIPIENT and supersedes all prior written or oral discussions or Agreements.

(Signature Page Attached)

SIGNATURE PAGE TO RECIPIENT AGREEMENT
(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

RECIPIENT

Northwest Family Services
6200 SE King Rd.
Portland, OR 97222

CLACKAMAS COUNTY

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

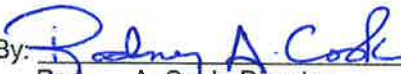
By: 
Rose Fuller, Executive Director

Signing on behalf of the Board:

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

Dated: 8/10/2017

Dated: _____

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

Dated: 8/14/17

Approved to Form

By:  8/8/17
County Counsel Date

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

August 24, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with
Cascadia Behavioral Healthcare for Crisis Respite Services

Purpose/Outcomes	Provides crisis respite services and outpatient mental health services for people who are Oregon Health Plan (OHP) members capitated to Clackamas County.
Dollar Amount and Fiscal Impact	Contract maximum payment is \$651,160.
Funding Source	Oregon Health Authority. No County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2019
Previous Board Action	Previous contract approved 9/8/16. Agenda Item: 090816-A2
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	8118

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Contract with Cascadia Behavioral Healthcare for crisis respite services. The Crisis Respite Program in Washington County is a five bed facility developed in partnership with Clackamas County to provide support, medication dispensing, and close monitoring for voluntary clients who require short-term, intensive support to prevent further decompensation or to divert from a higher level of care. Clackamas County will fund two beds and Washington County will fund three beds. The program shall provide a safe environment with 24/7 awake staff. Transition planning and clinical services will be provided by the client’s treatment provider or respective County’s Intensive Transition Team (ITT) Program. Such services are provided to persons enrolled in services through Clackamas County Behavioral Health Division.

The contract is effective July 1, 2017 and continues through June 30, 2019. Maximum compensation is \$651,160. County Counsel reviewed and approved this contract on August 2, 2017.

This contract is retroactive due to a delayed receipt of funding from our grantor, combined with delayed contractor approval. The contractor has provided ongoing critical services for Clackamas County residents, ensuring there is no gap in service.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services Department

AGENCY SERVICE CONTRACT

Contract # 8118

This Agency Service Contract, herein called "Contract," is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and **CASCADIA BEHAVIORAL HEALTHCARE, INC.**, hereinafter called "AGENCY." Throughout this Contract and all exhibits, the term "DEPARTMENT" shall refer to and mean the State of Oregon, Oregon Health Authority.

CONTRACT

1.0 Engagement

COUNTY hereby engages AGENCY to provide **Adult Crisis Respite** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this Contract shall commence on **July 1, 2017** and shall terminate **June 30, 2019** unless terminated by one or both parties as provided for in paragraph 6.0 below.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate AGENCY as specified in **Exhibit C**, Compensation. 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.

Maximum Contract payment shall not exceed **\$651,160.00**

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this Contract, should 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, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until AGENCY submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

3.3 Financial Records. AGENCY and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this Contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least six (6) years or such period as may be required by applicable law, following final payment is made under this Contract or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

3.4 Access to Records and Facilities. COUNTY, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this Contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and DEPARTMENT to perform site reviews of all services delivered by AGENCY hereunder.

3.4.1 AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this Contract available to COUNTY upon request.

3.4.2 COUNTY may conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this Contract. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this Contract to ensure appropriate expenditure of funds under this Contract. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

3.4.4 AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations and Special Federal Requirements. AGENCY shall comply with all Federal, State, local laws, rules, and regulations applicable to the work to be performed under this Contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations incorporated herein by this reference. AGENCY shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

4.1.1 AGENCY must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of AGENCY'S warranty, in this Contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to COUNTY'S setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of AGENCY'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.2 Precedence. Where there is a requirement listed both in the main boilerplate of this Contract and in an exhibit, the exhibit shall take precedence.

4.3 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this Contract without obtaining prior written approval from COUNTY.

4.4 Independent Contractor. AGENCY certifies that it is an independent Contractor and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

4.5 Tax Laws. The AGENCY represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.0 General Conditions

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

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, DHS, AMH and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of AGENCY, or its agents or employees under this Contract.

If AGENCY is a public body, AGENCY's liability under this Contract is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. COUNTY shall enforce AGENCY compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Contract as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Contract, AGENCY shall maintain in force, at its own expense, each insurance noted below:

5.2.1 Commercial General Liability.

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, 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, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract and personal injury liability, products and completed operations. 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.

5.2.2 Automobile Liability.

Required by COUNTY Not required by COUNTY

AGENCY shall obtain at AGENCY expense, and keep in effect during the term of this Contract, **Commercial Automobile Liability** coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall **not be less than \$1,000,000**, or AGENCY shall obtain at AGENCY expense, and keep in effect during the term of the Contract, **Personal Auto Coverage**. The limits shall be no less than **\$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage**.

5.2.3 Professional Liability.

Required by COUNTY Not required by COUNTY

If this Contract involves the delivery of professional services, AGENCY shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of **not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate** for malpractice or errors and omissions coverage for the protection of the **COUNTY, its officers, agents, and employees** against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Contract. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Additional Insured Provisions. All required insurance, other than Professional Liability, Personal Automobile Insurance and Workers' Compensation, shall include "**Clackamas County, its agents, elected officials, officers, and employees**" and "**the State of Oregon and its officers, employees and agents**" as additional insureds, but only with respect to AGENCY's activities performed under this Contract.

5.2.5 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 days-notice of cancellation provision shall be physically endorsed on to the policy.

5.2.6 Insurance Carrier Rating. Coverage provided by AGENCY 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.

5.2.7 Certificates of Insurance. As evidence of the insurance coverage required by this Contract, AGENCY shall furnish a Certificate of Insurance to COUNTY. The **COUNTY and its officers must be named as an additional insured** on the Certificate of Insurance. No Contract shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY **ten (10) days** prior to coverage expiration.

Certificate holder should be:

Clackamas County, 2051 Kaen Road, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically to:

BHContracts@clackamas.us

Or by mail to:

**Clackamas County Behavioral Health Division
Attn: Contracts
2051 Kaen Road, Suite 154
Oregon City, OR 97045**

5.2.8 Primary Coverage Clarification. AGENCY coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

5.2.9 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 Contract.

5.2.10 Waiver of Subrogation. AGENCY agrees to waive their rights of subrogation arising from the work performed under this Contract.

5.2.11 “Tail Coverage”. If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, the AGENCY shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the AGENCY Contract, for a minimum of **twenty-four (24) months** following the later of: (i) the AGENCY’s completion and COUNTY’s acceptance of all Services required under the Contract; or (ii) the expiration of all warranty periods provided under the AGENCY Contract. Notwithstanding the foregoing 24-month requirement, if the AGENCY elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the AGENCY may request and COUNTY may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If COUNTY approval is granted, the AGENCY shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

5.2.12 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without **sixty (60) days** written notice by the AGENCY to the COUNTY.

5.3 Governing Law; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this Contract consents to the personal jurisdiction of said courts.

5.4 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.

5.5 Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

5.6 Waiver. The failure of either party to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

5.7 Future Support. 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.

5.8 Oregon Constitutional Limitations. 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 provision herein, which would conflict with such law, is deemed inoperative to that extent.

5.9 Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this Contract:

5.9.1 AGENCY shall:

- i. 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.
- ii. Pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this Contract.
- iii. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
- iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.9.2 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 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 Contract.

5.9.3 AGENCY shall pay employees at least time and a half pay as required by all applicable labor laws for all overtime work performed under this Contract in excess of **forty (40) hours** in any one week, except for individuals under personal services contracts and or those who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.4 As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract for the purpose of providing or paying for the services.

5.9.5 Workers' Compensation. 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's liability insurance with limits of **\$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.**

5.10 Ownership of Work Product. All work products of the AGENCY which result from this Contract are the exclusive property of COUNTY.

5.11 Integration. This Contract contains the entire Contract between COUNTY and AGENCY and supersedes all prior written or oral discussions or Contracts.

5.12 Successors in Interest. The provisions of this Contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.

6.0 Termination

6.1 Termination without Cause. This Contract may be terminated by mutual consent of both parties, or by either party, upon **ninety (90) days'** notice, in writing or delivered by certified mail or in person.

6.2 Termination with Cause. COUNTY may terminate this Contract effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:

6.2.1 Terms of the **Health Share Risk Accepting Entity Contract** 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.

6.2.2 The termination, suspension or expiration of the **Health Share Risk Accepting Entity Contract.**

6.2.3 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.

6.2.4 COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of clients, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this Contract.

6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.

6.2.7 AGENCY fails to perform any of the other provisions of this Contract, or fails to pursue the work of this Contract in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.2.8 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory authority other than Executive Order No. 12549. COUNTY shall require all AGENCYS with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of Contract) to AGENCY and terminate the whole or any part of this Contract if AGENCY substantially fails to perform the specific provisions of this Contract. The rights and remedies of COUNTY related to default (including breach of Contract) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

7.0 Notices

IF TO AGENCY:

Cascadia Behavioral Healthcare
Attn: Hali Mendez, Risk Manager
PO Box 8459
Portland, OR 97207

IF TO COUNTY:

Clackamas County Behavioral Health Division
Attention: Contract Administration
2051 Kaen Road, #154
Oregon City, OR 97045

This Contract consists of seven (7) sections plus the following exhibits which by this reference are incorporated herein:

- | | |
|-----------|---|
| Exhibit A | Definitions |
| Exhibit B | Scope of Work |
| Exhibit C | Compensation |
| Exhibit D | Statement of General Conditions |
| Exhibit E | OHP Required Federal Terms and Conditions |

(Signature page follows)

August 24, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
South Metro Area Regional Transit (SMART), a Department of the City of Wilsonville for
Providing Transportation Services to Residents Living in Villebois Community Housing Site

Purpose/Outcomes	Provides on-demand transportation services to residents living in Villebois Community Housing Site.
Dollar Amount and Fiscal Impact	Contract maximum payment is \$71,070.
Funding Source	Oregon Health Authority: 2017-2019 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services Agreement #153117 No County General Funds are involved.
Duration	Effective upon signature and terminates on June 30, 2018
Previous Board Action	No previous Board action
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	8232

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with South Metro Area Regional Transit (SMART), a Department of the City of Wilsonville, to provide on-demand transportation services to residents living in Villebois Community Housing Site located in Wilsonville, Oregon. This service is a “dial-a-ride” demand response.

The contract is effective upon signature and continues through June 30, 2018. Maximum compensation is \$71,070. County Counsel reviewed and approved this contract on August 14, 2017.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

INTERGOVERNMENTAL AGREEMENT

BETWEEN

**CLACKAMAS COUNTY, OREGON
HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT,
BEHAVIORAL HEALTH DIVISION**

AND

**SOUTH METRO AREA REGIONAL TRANSIT (SMART),
A DEPARTMENT OF THE CITY OF WILSONVILLE**

I. Purpose

This Agreement is entered into between Clackamas County Department of Health, Housing and Human Services, Behavioral Health Division (COUNTY) and **SOUTH METRO AREA REGIONAL TRANSIT (SMART), A DEPARTMENT OF THE CITY OF WILSONVILLE (CONTRACTOR)** for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for providing **transportation services to residents living in Villebois Community Housing Site.**

II. Scope of Work and Cooperation

CONTRACTOR agrees to:

1. Provide on-demand transportation services for residents living in Villebois Community Housing located in Wilsonville, Oregon. This service is a “dial-a-ride” demand response. Services are initiated through a call to the dispatch center to book either a one way or roundtrip reservation.
2. Provide transportation services which are specifically designed for residents living at the Villebois Community Housing Site. CONTRACTOR may allow the public to ride or book a reservation, provided that Villebois Community Housing residents will not be denied their requested service.
3. Take reservations which must be made **one (1) day** prior to the desired date of service.
4. Provide services **Monday through Friday from approximately 9:00 am to 3:00 pm**. Times may be up to one half hour later, depending on the internal requirements of CONTRACTOR.
5. Services will not be provided on the following holidays;
 - New Year’s Day,
 - Memorial Day,
 - Independence Day,
 - Labor Day,
 - Thanksgiving Day, the day after Thanksgiving, and
 - Christmas

When a holiday falls on a Saturday, the previous Friday shall be the observed holiday; when the holiday falls on a Sunday, the following Monday shall be the observed holiday.

6. Provide Transportation services in a nine-passenger van or a twenty-one-passenger “minibus”, depending on equipment availability and passenger demand.

III. Compensation

A. COUNTY shall compensate CONTRACTOR for satisfactorily completing activities described in Section II above.

B. The hourly payment rate is **\$47.27 per hour**.

Total payment to CONTRACTOR shall not exceed **\$71,070.00**.

C. CONTRACTOR shall submit *itemized invoices by the 10th day of the month* following the month services were performed. The invoice shall include the Agreement #8232, dates of service and the total amount due for all service provided during the month. Invoices shall be submitted electronically to:

BHAP@co.clackamas.or.us

Or by mail to:

Clackamas County Behavioral Health Division

Attn: Accounts Payable

2051 Kaen Road, Suite # 154

Oregon City, Oregon 97045

When submitting electronically, designate CONTRACTOR and Agreement # 8232 in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided that the Program Supervisor, has approved the activities specified on the request for reimbursement, the COUNTY shall pay the amount requested to the CONTRACTOR.

IV. Liaison Responsibility

Dwight Brashear, Transit Director, will act as liaison from CONTRACTOR for this project.

Nancy Benner, Program Supervisor, will act as liaison from COUNTY.

V. Special Requirements

A. COUNTY and CONTRACTOR agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the AMH.

B. Within the limits of the Oregon Tort Claims Act, CONTRACTOR agrees to protect and save COUNTY, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against COUNTY's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CONTRACTOR, and/or its agents, employees, subcontractors, or representatives under this agreement.

Within the limits of the Oregon Tort Claims Act, COUNTY agrees to protect and save CONTRACTOR, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against CONTRACTOR's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of COUNTY, and/or its appointed officials, agents, employees, subcontractors, or representatives under this agreement.

- C. Access to Records. Each party to this agreement, as well as 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 other party to this agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- D. 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 that would conflict with law are deemed inoperative to that extent.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

This Agreement becomes effective **upon signature and is scheduled to terminate June 30, 2018.**

This Agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

This agreement consists of seven (7) sections plus the following exhibits that by this reference are incorporated herein:

- Exhibit A: Definitions
- Exhibit B: CMHP Required Provider Contract Provisions
- Exhibit C: CMHP Required Federal Terms and Conditions
- Exhibit D: CMHP Service Element 20

(signature page follows)

SIGNATURE PAGE

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

**SOUTH METRO AREA REGIONALTRANSIT (SMART) CLACKAMAS COUNTY
A DEPARTMENT OF THE CITY OF WILSONVILLE**

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

By: 
(Bryan Cosgrove, City Manager)

August 10, 2017
Date

29799 SW Town Center Loop E
Street Address

Wilsonville, OR 97070
City / State / Zip

(503) 682-7790 (503) 685-9180
Phone / Fax

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing & Human Service Department

Date

Approved to Form:


Amanda Guile-Hinman, Asst. City Attorney

8/10/17
Date

Approved to Form:


County Counsel

8/14/17
Date

August 24, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with
The Mental Health Association of Oregon (MHAO) for Alcohol and Drug Peer Support

Purpose/Outcomes	Provides peer support services for Clackamas County residents at risk of substance use and/or addiction or in alcohol and drug recovery.
Dollar Amount and Fiscal Impact	Contract maximum payment is \$723,495.52.
Funding Source	\$597,989.70 in federal funds through the Oregon Health Authority plus \$125,505.83 in state funds. No County General Funds are involved.
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Previous Board Action	Previous agreement approved on 4/20/14, Agenda Item: 042017-A1
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities. 2. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	#8147 / 18-018

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Subrecipient Grant Agreement with The Mental Health Association of Oregon for alcohol and drug (“A&D”) Peer Support. As part of Clackamas County’s Behavioral Health Redesign, which was started in 2009, Clackamas Behavioral Health committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services. The term “peer” refers to a person who self-identifies as an individual who is, or has been, the recipient of inpatient or outpatient mental health and/or addiction treatment services and is successfully living in recovery. Peers provide support to an individual who has similar lived experiences. The supports provided are defined by the person asking for support. The individual defines their interests and goals and sets tasks to achieve those goals. The peer provides the support needed to develop the plan, complete those tasks, and achieve the goals laid out in the plan. Peer services are designed by peers for peers and intended to be flexible and community-based to meet the unique needs of each individual.

The contract is effective July 1, 2017 through June 30, 2019 with a maximum payment of \$723,495.53. County Counsel reviewed and approved this contract on July 20, 2017.

This agreement is retroactive due to a delayed receipt of funding from our grantor, combined with processing capacity.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services Department

CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 18-018	
Project Name: A&D Peer Support	
Project Number: 36006 – A&D Block Grant	Behavioral Health Number: 8147
This Agreement is between Clackamas County , Oregon, acting by and through its Department of Health, Housing and Human Services, and The Mental Health Association of Oregon , an Oregon Non-profit Organization.	
Clackamas County Data	
Grant Accountant: Ed Jones	Program Manager: Ally Linfoot
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5410 ejones@clackamas.us	Clackamas County – Behavioral Health Division 2051 Kaen Road, Suite 154 Oregon City, OR 97045 (503) 742-5951 alinfoot@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative: Sunny Briscoe	Program Representative: Janie Marsh
The Mental Health Association of Oregon 10373 NE Hancock Suite 132 Portland, OR 97220 503-922-2377 x 101 sbriscoe@mhaoforegon.org	The Mental Health Association of Oregon 10373 NE Hancock Suite 132 Portland, OR 97220 503-922-2377 jmarsh@mhaoforegon.org
DUNS: 143363781	

RECITALS

WHEREAS, Clackamas County ("COUNTY"), is a political subdivision of the State of Oregon;

WHEREAS, COUNTY holds an Intergovernmental Agreement ("IGA") for the Financing of Community Addictions and Mental Health Services (Agreement No. 153117) with the State of Oregon acting by and through its Oregon Health Authority ("OHA") for the biennium term of 2017-2019;

WHEREAS, ORS 430.610(4) and 430.640(1) authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of community addictions and mental health programs operated or contracted for by one or more counties;

WHEREAS, COUNTY has established and proposes, during the term of the IGA, to operate or contract for the operation of community addictions and mental health programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, COUNTY has requested financial assistance from OHA to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, OHA is willing, upon the terms of and conditions of the aforementioned IGA, to provide financial assistance to COUNTY to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, various statutes authorize OHA and COUNTY to collaborate and cooperate in providing for basic community addictions and mental health programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds;

WHEREAS, The Mental Health Association of Oregon ("SUBRECIPIENT") is an inclusive 501(c)(3) organization with more than 36 years of experience dedicated to empowering consumer/peer voice and recovery through services, education, and policies that foster wellness and full participation in the community.

THEREFORE, the parties seek to provide **peer support services** for Clackamas County residents **at risk of substance use and/or addiction or in alcohol and drug recovery** through this Subrecipient Grant Agreement (this "Agreement") of federal financial assistance, which sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

According to the terms of this Agreement the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2017** and not later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in attached **Exhibit B**. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program ("CMHP") IGA No. 153117 awarded on July 1, 2017 which is/are the source of the grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (CFR), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by the COUNTY, which are attached to and made a part of this Agreement by reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the 2017-2019 Intergovernmental Agreement for the Financing of Community Service Addictions and Mental Health Services (Agreement No. 153117) and Clackamas County General funds. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$723,495.52**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D** and **Exhibit E**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:
 - 4.1. **Federal Funds: \$597,989.70** in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services (Agreement No. 153117) (**CFDA 93.959**) issued to the COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives Block Grants for Substance Abuse Services funds from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.
 - 4.1.1. Year 1 federal funding: \$298,994.85
 - 4.1.2. Year 2 federal funding: \$298,994.85
 - 4.2. **Other Funds: \$125,505.82** in State funds are provided for funding of other items in the program budget.

4.2.1. Year 1 other funds: \$62,752.91

4.2.2. Year 2 other funds: \$62,752.91

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least **forty-five (45) calendar days** before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement except for the final payment. The final request for payment must be submitted to COUNTY no later than **fifteen (15) days** after the end date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon **thirty (30) business days** notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—Post Federal Award Requirements, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of the SUBRECIPIENT.
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** The SUBRECIPIENT's use of funds may not exceed the amounts specified in the **Exhibit B**. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.

- g) **Indirect Cost Recovery.** SUBRECIPIENT elects to use the **federal *de minimis* indirect cost rate (10%)** for the federally-funded portion of the award. This amount is incorporated by reference into the SUBRECIPIENT program budget in **Exhibit B**.
- h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i) **Payment.** The SUBRECIPIENT must submit a final request for payment **no later than fifteen (15) days after the end date of this Agreement**. Routine requests for reimbursement should be submitted as specified in **Exhibit D**.
- j) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in **Exhibit E** for each period during the term of this Agreement.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed **Exhibit D** requirements on a monthly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (**Exhibits F, G & H**), performance, and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with federal funds authorized by this Agreement. Compensation to the federal agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- m) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System ("DUNS") as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- n) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C**) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of

\$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. SUBRECIPIENTS of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- q) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of **six (6) years**, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- s) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services Agreement No. 153117, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- t) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY'S right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.
- u) **Specific Conditions.** SUBRECIPIENT shall provide COUNTY with general ledger backup, with detail, to accompany each request for reimbursement during this award. In addition to this backup, the organization's time and effort reporting (e.g. subsidiary ledgers relating to the distribution of personnel salary/wages and benefits to various cost centers) should also be provided with each request for reimbursement. This material and the request for reimbursement should be sent to the Senior Compliance Specialist as well as the Behavioral Health Department and the County Program Manager for this Agreement, as listed in Exhibit D.

10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity"

as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in 45 CFR Part 96; also portions of the 2 CRF Part 200/45 CFR Part 75.

- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by SUBRECIPIENT.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) creates a problem for the design or delivery of other Services required under the Agreement. The COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;

- 2) Procure a commercial sex act during the period of time the award is in effect; or
- 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, as they pertain to the purchase of goods and services under this Agreement and which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- c) **Insurance.** COUNTY shall enforce SUBRECIPIENT compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Agreement as permitted herein, or pursuing legal action to enforce such requirements. 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, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement and personal injury liability, products and completed operations. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per-occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
 - 3) **Professional Liability.** If this Agreement involves the delivery of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY-evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" and "the State of Oregon and its officers, employees and agents" as additional insureds, but only with respect to SUBRECIPIENT's activities performed 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 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 days-notice of cancellation provision shall be physically endorsed on to the policy.
 - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers, and the State of Oregon and its officers, employees and agents must be named as additional insureds on the Certificate of Insurance. No Agreement shall

be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

Certificates of Insurance should be submitted electronically to:

BHcontracts@clackamas.us

Or by mail to:

**Clackamas County Behavioral Health Division
Attn: Contracts
2051 Kaen Road, # 154
Oregon City, OR 97045**

- 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 10) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
 - 11) **"Tail Coverage".** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the SUBRECIPIENT shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the SUBRECIPIENT Agreement, for a minimum of 24 months following the later of: (i) the SUBRECIPIENT's completion and COUNTY's acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the SUBRECIPIENT Agreement. Notwithstanding the foregoing 24-month requirement, if the SUBRECIPIENT elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the SUBRECIPIENT may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the SUBRECIPIENT shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
 - e) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if

personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.

- Exhibit A: Subrecipient Scope of Work
- Exhibit B: Subrecipient Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Performance Reporting
- Exhibit F: Final Financial Report
- Exhibit G: CMHP Required State and Federal Terms and Conditions
- Exhibit H: CMHP Required Subrecipient Provisions
- Exhibit I: CMHP Service Element 66 Requirements

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

THE MENTAL HEALTH ASSOCIATION OF OREGON

By: 
(Janie Marsh, Executive Director)

8/15/17
Date

10373 NE Hancock Suite 132
Street Address

Portland, OR 97220
City / State / Zip

503-922-2377 503-922-2360
Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing & Human Service Department

Date

Approved to Form:


County Counsel

20 July 2017
Date

August 24, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Services Contract with
ColumbiaCare Services, Inc. for Residential Treatment Services

Purpose/Outcomes	This contractor provides mental health residential treatment services to Clackamas County residents.
Dollar Amount and Fiscal Impact	The contract maximum is \$3,966,740.16
Funding Source	Oregon Health Authority: 2017-2019 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services Agreement #153117. No County general funds are involved.
Duration	Effective upon signature and terminates on June 30, 2019
Previous Board Action	The previous contract was approved on 8/20/15, Agenda Item #: 082015-A1
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director–Behavioral Health Division (503) 742-5305
Contract No.	8202

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Contract with ColumbiaCare Services, Inc to provide Residential Treatment Services to residents of Clackamas County. The Behavioral Health Division has contracted with ColumbiaCare Services, Inc. since March 2012 for Residential Treatment services. This is a continuation of those services.

This contract is effective upon signature and continues through June 30, 2019 with a maximum expenditure of \$3,966,740.16. This contract was reviewed and approved by County Counsel on July 3, 2017.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services Department

AGENCY SERVICES CONTRACT Contract # 8202

This Agency Service Contract, herein called "Contract," is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and **COLUMBIACARE SERVICES, INC**, hereinafter called "AGENCY."

CONTRACT

1.0 Engagement

COUNTY hereby engages AGENCY to provide **residential treatment services** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein. This contract sets forth the terms under which AGENCY will contract with COUNTY to provide **residential treatment services** to clients.

2.0 Term

Services provided under the terms of this Contract shall commence **upon signature and shall terminate June 30, 2019** unless terminated by one or both parties as provided for in paragraph 6.0 below.

3.0 Compensation and Fiscal Records

3.1 **Compensation**. COUNTY shall compensate AGENCY as specified in **Exhibit C: Compensation**. 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.

Maximum Contract payment shall not exceed **\$3,966,740.16**.

3.2 **Withholding of Contract Payments**. Notwithstanding any other payment provision of this Contract, should AGENCY fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until AGENCY performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

3.3 **Financial Records**. AGENCY and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this Contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least **six (6) years** or such period as may be required by applicable law, following final payment made under this Contract or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

3.4 **Access to Records and Facilities**. COUNTY, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this Contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and OHA to perform site reviews of all services delivered by AGENCY hereunder.

3.4.1 AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this Contract available to COUNTY upon request.

3.4.2 COUNTY may conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this Contract. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and

records of AGENCY which are pertinent to this Contract to ensure appropriate expenditure of funds under this Contract. COUNTY shall monitor compliance with AGENCY's financial reporting and accounting requirements.

3.4.3 AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

3.4.4 AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations and Special Federal Requirements. AGENCY shall comply with all Federal, State, local laws, rules, and regulations applicable to the work to be performed under this Contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations incorporated herein by this reference. AGENCY shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

4.1.1 AGENCY must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of AGENCY'S warranty, in this Contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to COUNTY'S setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of AGENCY'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.2 Precedence. Where there is a requirement listed both in the main boilerplate of this Contract and in an exhibit, the exhibit shall take precedence.

4.3 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this Contract without obtaining prior written approval from COUNTY.

4.4 Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

4.5. Tax Laws. The AGENCY represents and warrants that, for a period of no fewer than **six (6) calendar years** preceding the effective date of this Contract, has faithfully complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

- ii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.0 General Conditions

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

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority, and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of AGENCY, or its agents or employees under this Contract.

If AGENCY is a public body, AGENCY's liability under this Contract is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. COUNTY shall enforce AGENCY compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Contract as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Contract, AGENCY shall maintain in force, at its own expense, each insurance noted below:

5.2.1 Commercial General Liability.

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, 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, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract and personal injury liability, products and completed operations. 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.

5.2.2 Automobile Liability.

Required by COUNTY Not required by COUNTY

AGENCY shall obtain at AGENCY expense, and keep in effect during the term of this Contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall **not be less than \$1,000,000**, or AGENCY shall obtain at AGENCY expense, and keep in effect during the term of the Contract, Personal Auto Coverage. The limits shall be no less than **\$250,000/occurrence, \$500,000/aggregate, and \$100,000** property damage.

5.2.3 Professional Liability.

Required by COUNTY Not required by COUNTY

If this Contract involves the delivery of professional services, AGENCY shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of **not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate** for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Contract. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Additional Insured Provisions. All required insurance, other than Professional Liability, and Workers' Compensation, shall include "**Clackamas County, its agents, elected officials, officers, and employees**" and "**the State of Oregon and its officers, employees and agents**" as additional insureds, but only with respect to AGENCY's activities performed under this Contract.

5.2.5 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without **thirty (30) days** written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 days-notice of cancellation provision shall be physically endorsed on to the policy.

5.2.6 Insurance Carrier Rating. Coverage provided by AGENCY 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.

5.2.7 Certificates of Insurance. As evidence of the insurance coverage required by this Contract, AGENCY shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Contract shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

Certificate holder should be:

Clackamas County, 2051 Kaen Road, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically to:

BHcontracts@clackamas.us

Or by mail to:

**Clackamas County Behavioral Health Division
Attn: Contracts
2051 Kaen Road, Suite 154
Oregon City, OR 97045**

5.2.8 Primary Coverage Clarification. AGENCY coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

5.2.9 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 Contract.

5.2.10 Waiver of Subrogation. AGENCY agrees to waive their rights of subrogation arising from the work performed under this Contract.

5.2.11 "Tail Coverage". If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the AGENCY shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the AGENCY Contract, for a minimum of **twenty-four (24) months** following the later of: (i) the AGENCY's completion and COUNTY's acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the AGENCY Contract. Notwithstanding the foregoing 24-month requirement, if the AGENCY elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less

than the 24-month period described above, then the AGENCY may request and COUNTY may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If COUNTY approval is granted, the AGENCY shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

5.3 Governing Law; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this Contract consents to the in personal jurisdiction of said courts.

5.4 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.

5.5 Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

5.6 Waiver. The failure of either party to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

5.7 Future Support. 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.

5.8 Oregon Constitutional Limitations. 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 provision herein, which would conflict with such law, is deemed inoperative to that extent.

5.9 Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this Contract:

5.9.1 AGENCY shall:

- i. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the performance of the work provided for in this Contract.
- ii. Pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this Contract.
- iii. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
- iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.9.2 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 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 to AGENCY by reason of this Contract.

5.9.3 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 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:

- i. for all overtime in excess of **eight (8) hours a day** or **forty (40) hours** in any one week when the work week is five consecutive days, Monday through Friday;

- ii. for all overtime in excess of **ten (10) hours in any one day** or **forty (40) hours** in any one week when the work week is four consecutive days, Monday through Friday; and
- iii. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

5.9.4 AGENCY shall pay employees at least time and a half for all overtime work performed under this Contract in excess of **forty (40) hours** in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.5 As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law or contract for the purpose of providing or paying for the services.

5.9.6 Workers' Compensation. 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. AGEMCU shall maintain employer's liability insurance with limits of **\$500,000 each accident, \$500,000 disease each employee, and \$500,000** each policy limit.

5.10 Ownership of Work Product. All work products of the AGENCY which result from this Contract are the exclusive property of COUNTY.

5.11 Integration. This Contract contains the entire Contract between COUNTY and AGENCY and supersedes all prior written or oral discussions or Contracts.

5.12 Successors in Interest. The provisions of this Contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.

6.0 Termination

6.1 Termination Without Cause. This Contract may be terminated by mutual consent of both parties, or by either party, upon **ninety (90) days'** notice, in writing and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY may terminate this Contract effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:

6.2.1 Terms of the **2017-2019 Community Mental Health Provider (CMHP) Intergovernmental Agreement** 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.

6.2.2 The termination, suspension or expiration of the **2017-2019 Community Mental Health Provider Intergovernmental Agreement**.

6.2.3 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.

6.2.4 COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of clients, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this Contract.

6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.

6.2.7 AGENCY fails to perform any of the other provisions of this Contract, or fails to pursue the work of this Contract in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.2.8 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. COUNTY shall require all AGENCYS with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of Contract) to AGENCY and terminate the whole or any part of this Contract if AGENCY substantially fails to perform the specific provisions of this Contract. The rights and remedies of COUNTY related to default (including breach of Contract) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

7.0 Notices

IF TO AGENCY:
ColumbiaCare Services
3587 Heathrow Way
Medford, OR 97504

IF TO COUNTY:
Clackamas County Behavioral Health Division
Attention: Contract Administration
2051 Kaen Road, #154
Oregon City, OR 97045

This Contract consists of seven (7) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A: Definitions
- Exhibit B: Scope of Work
- Exhibit C: Compensation
- Exhibit D: CMHP Required Provider Contract Provisions
- Exhibit E: CMHP Required Federal Terms and Conditions

(signature page follows)

SIGNATURE PAGE TO AGENCY SERVICES CONTRACT

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

COLUMBIACARE SERVICES

By: 
Robert Beckett, Executive Director

7-6-2017
Date

3587 Heathrow Way
Street Address

Medford, OR 97504
City / State / Zip

(541) 858-8170 (541) 858-8167
Phone / Fax

CLACKAMAS COUNTY

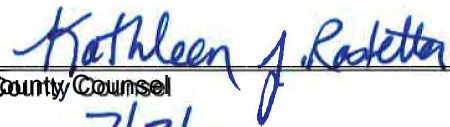
Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing & Human Service Department

Date

Approved to Form:


County Counsel
7/3/17
Date



M. BARBARA CARTMILL
DIRECTOR

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

August 24, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with
Clackamas County Service District No. 1 Related to Repair of
Sanitary Lines on Last Road**

Purpose/Outcomes	Intergovernmental Agreement between Clackamas County Department of Transportation and Development and Clackamas County Service District No. 1 to provide funding for Repair of Sanitary Sewer Lines in conjunction with the Last Road Improvements Project
Dollar Amount and Fiscal Impact	Sanitary Sewer Repair: \$163,476.00 Total Project Cost: \$602,276
Funding Source	Clackamas County Service District No. 1: \$163,476.00 SPWF Grant:\$250,000 General Sheet Metal: \$168,800 County Road Fund: \$20,000
Duration	Completion of the project expected by June 30, 2018
Previous Board Action	04/02/17: BCC Approval of a Special Public Works Fund Financing Contract with Oregon Infrastructure Authority for Special Public Works Funds 03/11/14: BCC Work Session Approval of the grant application.
Strategic Plan Alignment	This project will “Build a strong infrastructure” and “Ensure safe, healthy and secure communities” by constructing sidewalks.
Contact Person	Joel Howie, Civil Engineering Supervisor 503-742-4658

BACKGROUND:

This is a project agreement between Clackamas County Department of Transportation (DTD) and Clackamas County Service District No. 1 to perform sanitary sewer repair in conjunction with the Last Road Improvements Project. Clackamas County has been working with General Sheet Metal in the Industrial Area to expand their business. DTD obtained a Special Public Works Fund (SPWF) Grant through the Oregon Infrastructure Finance Authority, which assists agencies to prepare industrial land with the intention of attracting, retaining and expanding local businesses.

Water Environment Services identified the existing sanitary sewer as needing repair due to its poor condition. Additionally, DTD’s Transportation Maintenance Department identified Last Road as needing an asphalt overlay and will contribute County Road Fund for the overlay construction. The total project cost is estimated at \$602,276. The SPWF Grant provides \$250,000, General Sheet Metals estimated contribution is \$168,800, County Road Fund will provide up to \$20,000 and Clackamas County Service District No. 1 will provide up to \$163,476. Construction of the project is expected to be completed by June 30, 2018.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Intergovernmental Agreement with WES for the Last Road Project as listed in the agreement.

Respectfully submitted,

Mike Bezner
Assistant Director of Transportation

**INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY
AND CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
RELATED TO REPAIR OF SANITARY LINES ON LAST ROAD**

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“COUNTY”), a corporate body politic, and Clackamas County Service District No. 1 (“DISTRICT”), a county service District formed pursuant to ORS Chapter 451”), pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the “Parties” and each a “Party.”

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the County, through its Department of Transportation and Development, is engaging in a street paving project on Last Road;

WHEREAS, the District recently learned that its sanitary sewer pipes under Last Road and Evelyn Rd are in need of repair (“Project”); and

WHEREAS, the District would like to engage the County to include the Project in the County’s repaving project scope and the County is willing to do so;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or October 15, 2018, whichever is sooner.
2. **Rights and Obligations of the County.**
 - A. The County agrees to complete the work associated with the Project, as more specifically described in Exhibit “A.”
 - B. The County will coordinate with the District in the design, permitting, engineering and construction associated with the Project.
 - C. The County shall secure all necessary permits for completion of the Project.
 - D. The County shall submit invoices to the District for reimbursement of sanitary sewer related costs billed to the Project. The County shall submit invoices to the District within ninety (90) days from the date that costs are incurred. Notwithstanding any provision herein which may be construed to the contrary, the total compensation provided to the County by the District under this Agreement shall not exceed \$163,476.00 without prior written amendment of this Agreement executed by the County and the District.

The County shall submit invoices to the District at the following address:

Clackamas County Service District #1
Attention: Dewayne Kliewer, PE
150 Beaver Creek Road
Oregon City, OR 97045

A copy of County invoices may be emailed to: Randy Rosane

E. Clackamas County is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272.

3. Rights and Obligations of the District.

A. The District hereby agrees to pay to the County a sum not to exceed \$163,476.00 for the sanitary sewer related work associated with the Project, as more specifically described in Exhibit "A."

B. The District will coordinate with the County in the design, permitting, engineering and construction associated with the Project.

C. When requested, the District will provide timely feedback regarding design, permitting, engineering and construction issues. Timely feedback is defined as any reasonable deadline specified by the County in carrying out the above mentioned tasks.

D. The District will respond in a timely manner to the County's requests to execute applications or documents and to provide information or approval to the County specifically related to fulfilling the purpose of this Agreement.

E. The District shall reimburse the County for invoices submitted by the County for costs billed to the Project and incurred by the County. The District shall issue payment to the County for approved costs within 30 days of receipt of invoices.

4. Work Plan and Project Schedule.

A. It is the desire of both Parties to complete the Project as soon as practicable. The County will diligently pursue completion of the Project by October 15, 2018. The District acknowledges that it may not be possible to complete any or all of the Project within the desired time frame due to circumstances beyond the control of the County.

B. Design and construction timing is also highly dependent on the receipt of necessary information and approvals requested by the County. All Parties will in good faith attempt to meet project deadlines but recognize timelines may need to be adjusted because of unforeseen circumstances. The County will provide prompt notice to the District of any anticipated delays in the schedule. The District agrees to not unreasonably withhold consent to extensions in the schedule.

5. Termination.

A. The County and the District, by mutual written agreement, may terminate this Agreement at any time.

B. Either the County or the District may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon

as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- C. The County or the District shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.

6. **Indemnification.**

- A. Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, each of the Parties agrees to hold harmless and indemnify the others, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees.

7. **Party Contacts**

- A. Deana Mulder or her designee will act as liaison for the County for the Project.

Contact Information:

Clackamas County- Department of Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4710 or deanam@clackamas.us

- B. Dewayne Kliever or his designee will act as liaison for the District for the Project.

Contact Information:

Clackamas County Service District No. 1
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4572 or DewayneKli@clackamas.us

- C. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

8. **General Provisions**

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and

remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved
- E. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- F. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- G. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- K. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the District.
- L. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- M. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- N. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

Clackamas County Service District No. 1

Chair, Board of County Commissioners

Chair, Clackamas County Service District No. 1

Date

Date

Exhibit A

SCOPE OF WORK TO BE COMPLETED Last Road Sanitary Sewer Rehab Work Clackamas County, OR

1. Provide all necessary design, inspection and project overview, coordination and management to provide the Sanitary Sewer Rehab Work on Last Road and on Evelyn Street in Clackamas County, Oregon.
2. Project to include:
 - a. Bypassing all sanitary flows around work zone until new sanitary sewers are completed, tested and accepted by District;
 - b. Installing new sanitary sewer elements from manhole CL8.1-3 to manhole CL8-2 and from manhole CL8-2 to manhole CL505, as shown on design drawings and per District standards; and
 - c. Offsite disposal of all removed materials.

Clackamas County Service District No.1 will provide inspection services for proposed sanitary sewer installations and testing.

LAST ROAD ENGINEER'S ESTIMATE				
	Quantity		Unit Price	Item cost
Mobilization	1	LS	\$ 7,000	\$ 7,000
8" PVC w/demo, granular backfill and trench patch	673	LF	\$ 80	\$ 53,840
8" CIPP rehab	893	LF	\$ 50	\$ 44,650
Pre and Post installation video	893	LF	\$ 2	\$ 1,786
Manhole replacement	1	EA	\$ 5,000	\$ 5,000
Existing MH reconnection	2	EA	\$ 700	\$ 1,400
Lateral reinstatement	4	EA	\$ 1,200	\$ 4,800
Bypass pumping	1	LS	\$ 10,000	\$ 10,000
Traffic control	1	LS	\$ 10,000	\$ 10,000
Project Contingency	1		\$ 25,000	\$ 25,000
TOTAL				\$ 163,476



Scott Caufield
Building Codes Administrator

BUILDING CODES DIVISION

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

August 24, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Addendum to Intergovernmental Agreement 2011-4793 with the City of Canby for Grading, Building Inspection, Plan Review and Permitting Services

Purpose/Outcomes	This Addendum extends the current Intergovernmental Agreement (IGA) for a period of three additional years.
Fiscal Impact	The County's Building Codes Division retains 88% of permit fees collected. This Addendum will continue this revenue structure over the extended period.
Funding Source	Permit fees – no County funds are involved.
Safety Impact	Providing services for the City of Canby ensures that structures are built following current codes, thereby providing a safe built environment.
Duration	The Addendum extends the IGA for a period of three years, with an expiration date of December 31, 2019.
Previous Action	12/15/11: BCC approved the current IGA for the County to administer a building codes program for the City of Canby and also authorized the County to provide plan review, permit issuance and inspection services for building permits, mechanical permits and grading permits issued within the limits of the City of Canby.
Contact Person	Scott Caufield, Building Codes Administrator, Transportation & Development, 503-742-4747

BACKGROUND

On December 12, 2011 the City of Canby and Clackamas County entered into an IGA for the County to administer a building codes program for the City of Canby, and also authorized the County to provide plan review, permit issuance and inspection services for building permits, mechanical permits and grading permits issued within the limits of the City of Canby.

On August 9, 2017 the City of Canby signed an Amendment to the IGA requesting an extension of the existing IGA, so that the County will continue to provide building codes-related services for a period of three additional years, with the IGA now having a new effective term of January 1, 2017 through December 31, 2019. If the Amendment is approved, the County will continue to provide building code program services in the same manner as was originally established in 2011. This Amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve this Amendment for extension of IGA No. 2011-4793 with the City of Canby for grading, building inspection, plan review and permitting services.

Respectfully submitted,

Scott Caufield
Building Codes Administrator

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
Between
CLACKAMAS COUNTY, BY AND THROUGH THEIR DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT
and
CITY OF CANBY

This is an amendment to the Intergovernmental Cooperative Agreement (the "Amendment") between the City of Canby ("CITY") and Clackamas County, by and through its Department of Transportation and Development ("DTD").

RECITAL

This Amendment is made and entered into by City and DTD as an amendment to the Intergovernmental Cooperative Agreement (Record No. 2011-4793), which was fully executed on December 15, 2011 and relates to the administration of the City's building codes program (the "IGA").

AGREEMENT

In consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree that DTD will continue to administer the IGA for a period of three additional years. The effective term of IGA will now include the period from January 1, 2017 to December 31, 2019.

Except as expressly amended herein, all the terms and conditions of the IGA shall remain in full force and effect. No other amendments or modification of the IGA is intended or may be implied from the revision set out in this Amendment.

In witness hereof, the parties have executed this Amendment by the date set forth opposite their names below.

City of Canby



Name: Richard Robinson
Title: City Administrator

Date: 8/9/2017

Board of Commissioners- Clackamas County

Name: James Bernard
Title: Board Chair

Date: _____



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 24, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Authorizing the Disposition of Clackamas County
Surplus Property to the Clackamas County Development Agency

Purpose/Outcomes	Authorize the disposition of property at 11521 SE Sunnyside Road from the County to the Development Agency in order to facilitate a Development Agreement with G Properties, LLC for a mixed-use development.
Dollar Amount and Fiscal Impact	The Development Agency will reimburse the County in the amount of \$73,300, which is based on the appraised square foot value.
Funding Source	No County General Funds will be involved in this transaction.
Duration	N/A
Previous Board Action	Executive Session- May 16, 2017
Strategic Plan Alignment	Build Public Trust Through Good Government
Contact Person	Nathan Boderman, County Counsel 503 655-8364

BACKGROUND: The Clackamas County Department of Transportation and Development purchased property at 11521 SE Sunnyside Road for right-of-way purposes for Phase I of the Sunnyside Widening Project in October, 2000. The Development Agency owns two properties to the east of two tax lots owned by G Properties, LLC, and are adjacent to the County parcel. The Agency has entered into a Development Agreement with G Properties for the development of these five tax lots, which will consist of a mixed-use retail development. In order to facilitate development and comply with conditions of the Agreement, it is necessary for the County to transfer ownership of the parcel to the Development Agency.

The County respectfully requests that the Board approve the attached Bargain and Sale Deed to transfer the property, as described in Exhibit "A", into Development Agency ownership. The Agency will reimburse the County in the amount of \$73,300, which is based on the appraised square foot value.

RECOMMENDATION:

- Approve the transfer of property from the County to the Development Agency.
- Delegate authority to the Board Chair to execute the Bargain and Sale Deed on behalf of the Board.
- Record the deed in the Deed Records of Clackamas County at no cost to the Development Agency.

Respectfully submitted,

Mike Bezner,
Assistant Director, Department of Transportation and Development

<p><u>BARGAIN AND SALE DEED</u></p> <p><u>GRANTOR:</u> Clackamas County Public Services Building 2051 Kaen Road Oregon City, OR 97045</p> <p><u>GRANTEE:</u> Clackamas County Development Agency Development Services Building 150 Beaver Creek Road Oregon City, OR 97045</p> <p>After Recording Return To: Clackamas County Development Agency 150 Beaver Creek Road Oregon City, OR 97045</p> <p>Until a Change is Requested, Tax Statements shall be sent to the following address: Clackamas County Development Agency Development Services Building 150 Beaver Creek Road Oregon City, OR 97045</p>	<hr/> <p>Agenda No: _____ and/or Board Order No: _____</p>
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BARGAIN and SALE DEED

KNOW ALL PERSONS BY THESE PRESENTS, that CLACKAMAS COUNTY, a political subdivision of the State of Oregon, does hereby grant, bargain, sell and convey as grantor unto CLACKAMAS COUNTY DEVELOPMENT AGENCY, the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY, OREGON, a corporate body politic (which, together with any successor public agency designated by or pursuant to law, is herein called the "Agency") as grantee and to its successors and assigns, all of the following described real property, with the tenements, hereditaments and appurtenances (the "Property") situated in the County of Clackamas, State of Oregon, to wit:

- See Exhibits A and B, attached hereto and incorporated herein.*
- Exhibit A: A 1 (one) page legal description of the Property.
- Exhibit B: A 1 (one) page map illustrating the Property.

This is a transfer of land from one component unit of Clackamas County to another in an intergovernmental transfer. The true and actual consideration paid for this conveyance is Seventy Three Thousand Three Hundred Dollars (\$73,300).

“BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7,

CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

[Signature and Acknowledgement on Following Page]

IN WITNESS WHEREOF, Clackamas County has caused this instrument to be executed by duly elected officers this ____ day of _____, 2017.

CLACKAMAS COUNTY, a political subdivision
of the State of Oregon

By: _____
Chair

STATE OF OREGON)
) ss.
County of Clackamas)

On this ____ day of _____, 2017 before me the undersigned, a notary public in and for such state, the foregoing instrument was acknowledged before me by _____, Chair, on behalf of the Clackamas County Board of County Commissioners.

Notary Public for Oregon
My Commission Expires: _____

Exhibit A

Legal Description - Property

Tax lot 22E03AB00201

A tract of land in Section 34, Township 1 South, Range 2 East of the Willamette Meridian and Section 3, Township 2 South, 2 East of the Willamette Meridian, in the County of Clackamas County and State of Oregon, described as follows:

Beginning at a point on the Section line 21.87 chains West of the Southeast corner of said Section 34, said point beginning being also the most Northerly Northwest corner of that certain tract described in Deed recorded in Book 51, page 183. Deed Records; thence South 19°30' West 3.65 chains to the center of Sunnyside Road; thence North 65°15' West 3.56 chains to a corner in the tract conveyed by Fred Gage and wife to Louis T. Birkenfeld and Keith W. Birkenfeld by Deed recorded December 4, 1930 in Book 209, page 107, Deed Records and the true point of beginning; thence North 18°30' East 3.26 chains to a corner in said Birkenfeld tract; thence southeasterly along the Southerly line of said Birkenfeld tract a distance of 63.36 feet; thence South 18°30' West a distance of 220 feet, more or less, to the center of Sunnyside Road; thence North 65°15' West along the center of said road to the true point of beginning.

EXCEPTING THEREFROM that portion lying within the boundary of public roads and highways, including that shown in Deed Record 2008-036544, recorded in the Deed Records of Clackamas County, Oregon.

EXHIBIT B
Property Map

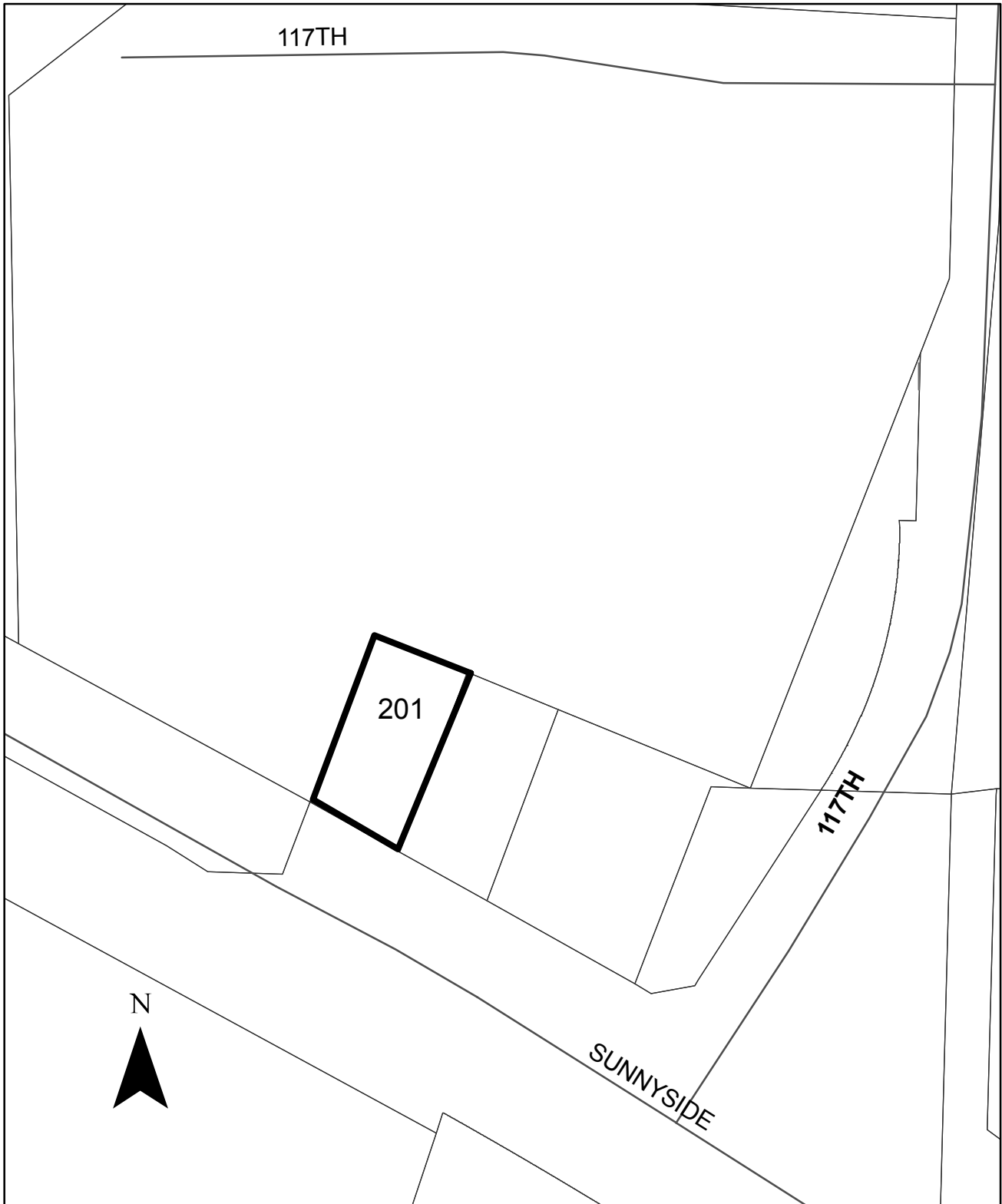


Exhibit B - Bargain & Sale Deed



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Konell Construction & Demolition Corp. for the
Demolition of Dorman Center Building Project**

Purpose/Outcome	Approval of contract
Dollar Amount and fiscal Impact	\$151,535.19
Funding Source	Budget Lines: 257-7651-00-431900-64063: \$100,000.00 420-0221-00-437100-76296: \$51,535.19 Fiscal year 2017-2018
Duration	Contract signing through November 31, 2017
Previous Board Action/Review	N/A
Strategic Plan Alignment	Deconstruct and reutilize components from a deteriorating and unsafe structure to allow future use of the location.
Contact Person	Steven Bloemer (503) 805-9870
Contract No.	

BACKGROUND:

The Dorman Center (Hoodland Community Center) was constructed by Clackamas County in the mid 1960's. The 'A'-frame type, primarily wood structure covers approximately 5,200 square feet in size. The building has survived fairly well for its age given the somewhat harsh climate at the location, however, characteristics of the original construction together with building systems surpassing their effective life span are requiring frequent, expensive repairs and increasing maintenance costs.

A structural analysis has shown the condition of the wood log structural members are of specific concern. The timbers have developed large splits near splice and bolted joints, which may be compromising their structural integrity. In addition, termite and several areas of dry rot damage is evident in several locations. While a site analysis has shown the location to be favorable, the structural remediation and repairs would be cost prohibitive to keep the building in a safe, occupied condition.

With a deconstruction plan, many materials, including 1x8 and 1x4 pine board paneling, rock from the chimney, and rough sawn framing may be able to be salvaged and repurposed. Removal of the current building will also ease future development for the site. This contract will allow the demolition and site cleanup of the Dorman Center.

PROCUREMENT PROCESS:

This project was requested by Steven Bloemer. This project was advertised in accordance with ORS and LCRB Rules on July 3rd, 2017. On August 2nd, 2017, four (4) bids were received: Anderson Environmental Contracting, \$228,150.00; 3 Kings Environmental, \$167,879.00; Stanton, \$142,800.00; and Konell Construction and Demolition Corp, \$151,535.19. The lowest bidder, Stanton, did not provide the required Bid Bond and therefore was deemed unresponsive. Consequently, the next lowest bidder, Konell Construction and Demolition Corp. was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$151,535.19.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve the contract with Konell Construction & Demolition Corp. for the Demolition of the Dorman Center Building Project.

Sincerely,

Marc Gonzales
Finance Director

Placed on the board agenda of _____ by the Procurement Division.



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT**

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

Project Name: #2017-53 Demolition of Dorman Center Building ("Project")

1. **Contract Documents.** This Contract shall consist of the following documents ("Contract Documents"), hereby incorporated by reference, and are listed in descending order of precedence.
 - A. This Public Improvement Contract
 - B. Clackamas County General Conditions for Public Improvement Contracts (dated 1/1/2017)("General Conditions")
 - C. Exhibit A - Scope of Work
 - D. Performance and Payment Bond

2. **Contract Price.** The Owner will compensate the Contractor for Work on a time and material basis at the rates outlined in Exhibit B and subject to a maximum not-to-exceed price of \$ _____; or in the firm, fixed-price amount of **\$151,535.19**; in accordance with the requirements of the General Conditions for the performance of all Work described and reasonably inferred from the Contract Documents. If the Project is done on a time and materials basis, the Contractor's listing of wage rates, material unit costs and overhead charges for the Work is attached to this Contract.

3. **Scope of Work.** This Project consists of the Scope of Work ("Work") as described in Exhibit A.

4. **Representatives.** Contractor has named **Karha Konell** as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicated below (check one):

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

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

5. **Contractor Key Persons.** The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:
Project Executive: Andy Webber shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Karha Konell shall be the Contractor's project manager and will participate in all meetings throughout the project term.

6. **Contract Dates.** The following critical dates are hereby set for this Project. Time is of the essence.
- A. COMMENCEMENT DATE: Upon Issuance of Notice to Proceed
 - B. SUBSTANTIAL COMPLETION DATE: October 31, 2017
 - C. FINAL COMPLETION DATE: November 30, 2017

7. **Minimum Wage Rates. (Check one of the following):**

Prevailing Wage Rates requirements do not apply to this Project because the maximum compensation for all Owner-contracted Work does not exceed \$50,000.

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2, and G.2.3 of the General Conditions. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Contract:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, July 1, 2017, which can be downloaded at the following web address:

http://www.oregon.gov/boli/WHD/PWR/JULY2017/July_1_2017_PWR.pdf

The Work will take place in Clackamas County, Oregon

8. **Tax Compliance.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

9. **Insurance Certificates and Required Performance and Payment Bonds.**

- 9.1 In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County and the Owner as additional insureds.

Insurance certificates may be returned with the signed Contract or may emailed to Procurement@clackamas.us.

9.2 In accordance with Section G. of the General Conditions, Contractor shall furnish performance and payment bonds, on the bond forms furnished by the Owner, and in a sum equal to the Contract Price.

10. Execution and Counterparts. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

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

12. Contractor Data.

Konell Construction and Demolition Corp.
36000 Industrial Way
Sandy, OR 97055

Contractor CCB # 122459 Expiration Date: 4/5/18
 Oregon Business Registry # 393730-89 Entity Type: DBC State of Formation: Oregon

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

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Konell Construction and Demolition

Clackamas County Board of County Commissioners

_____ Signature Date

_____ Chair Date

_____ Name / Title Printed

_____ Recording Secretary

APPROVED AS TO FORM

_____ County Counsel Date

EXHIBIT A – SCOPE OF WORK

DRAFT

Approval of Previous Business Meeting Minutes:

July 20, 2017

July 27, 2017

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, July 20, 2017 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

EXCUSED: Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Bobbie Paredes, Oak Grove – appreciate the Board’s support of the Oak Grove Trolley Trail festival.
2. Fallon Kraxberger, Oak Grove – Oak Grove Trolley Trail Festival.
3. Eleanore Hunter, Oak Grove – Oak Grove Trolley Trail Festival.
4. Les Poole, Gladstone – spend transportation funding wisely, hoping to have evening business meetings again soon.

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

II. PUBLIC HEARING

1. **Resolution No. 2017-90** Approving the Americans with Disabilities Act Transition Plan for the Public Rights-of-Way

Mike Bezner, and Steve Williams, Dept. of Transportation & Development presented the staff report.

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

Chair Bernard opened the public hearing and asked if anyone would like to speak.

1. Les Poole, Gladstone – hoping this will improve safety faster.

Chair Bernard closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the resolution approving the Americans with Disabilities Act Transition Plan for the Public Rights-of-Way.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

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

III. PUBLIC DISCUSSION ITEM

Administration

1. **Resolution No. 2017-91** Adopting the 2017 Revision to Performance Clackamas, the Clackamas County Strategic Plan

Dan Chandler, County Administration presented the staff report.

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

Chair Bernard asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the resolution approving the Americans with Disabilities Act Transition Plan for the Public Rights-of-Way.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion passes 4-0.

IV. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, he then asked for a motion. ~Board Discussion~<http://www.clackamas.us/bcc/business.html>

MOTION:

Commissioner Savas: I move we approve the consent agenda.
Commissioner Humberston: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion passes 4-0.

A. Health, Housing & Human Services

1. Approval of an Agreement with Clackamas Women’s Services for Shelter, Advocacy, Crisis, Training and Rural Domestic Violence Services – *Children, Youth & Families*
2. Approval of the Renewal Revenue Agreement with Oregon Health & Science University (OHSU) for the CaCoon Program - *Health Centers*
3. Approval of Amendment No. 11 for the Professional, Technical, & Personal Services Agreement with Oregon Community Health Information Network (OCHIN), Inc., for Practice Management System Agreement for EPIC Software – *Health Centers*
4. Approval of an Amendment to the Intergovernmental Agreements between Participating Cities and Clackamas County for Requalification as an Urban County – *Housing & Community Development*
5. Approval of an Intergovernmental Agreement with the State of Oregon, Housing and Community Services Department to Administer Community Resource Division Funds – *Social Services*
6. Approval of Professional Services Agreement Amendment No. 1 with Folk Time, Inc. for Peer Support Services at the Riverstone Crisis Clinic for the Safety Net Program – *Social Services*
7. Approval of Professional Services Agreement Amendment No. 1 with Folk Time, Inc. for Peer Support Services for the Clackamas County Sheriff’s Office Behavioral Health Unit – *Social Services*
8. Approval of Professional Services Agreement Amendment No. 2 with NAMI of Clackamas County – *Social Services*
9. Approval of a Revenue Intergovernmental Agreement with Washington County for a Regional Prevention Coordinator for FY 17/18 – *Behavioral Health*

B. Department of Transportation & Development

1. Approval of the First Addendum to the Intergovernmental Agreement between Clackamas County and the City of Molalla Relating to Building Code Services

C. Finance Department

1. Approval of a Contract with Soderstrom Architects for the OSU Extension Service Building Project – Architectural Services - *Procurement*

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

E. County Counsel

1. **Resolution No. 2017-92** Authorizing the County Administrator to Adopt a HIPAA Policy and Appoint HIPAA Officers

F. Business & Community Services

1. Approval of a Modification of Grant and Cooperative Agreement LI6AC00165 with Bureau of Land Management, OR/WA (BLM) for the Dump Stoppers Program
2. Approval of an Amendment and Restatement of Interim Agreement by and among Metro, the City of Oregon City, Clackamas County and Rediscover the Falls (RTF), an Oregon Nonprofit Public Benefit Corporation

G. Juvenile Department

1. Approval of Personal Services Contract Amendment No. 7 and Renewal No. 4 with the Boys and Girls Aid Society to Provide Shelter Services to Youth - *Procurement*
2. Approval of Personal Services Contract Amendment No. 7 and Renewal No. 4 with Christian Community Placement Center to Provide Shelter Services to Youth - *Procurement*
3. Approval of Personal Services Contract Amendment No. 7 and Renewal No. 4 with Parrott Creek Child and Family Services to Provide Shelter Services to Youth - *Procurement*
4. Acceptance of a Grant Award from Bureau of Land Management Financial Assistance Opportunity #LL16AC00217 – BLM OR-WA Youth Services, Clackamas County, Oregon

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:35 AM

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, July 27, 2017 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – cost of promises at legislature, concerns about the future of Damascus, more citizen participation is important.

II. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE

(No public testimony on this item)

1. Adoption of Zoning & Development Ordinance 264, Amendments to the Zoning & Development Ordinance to Implement Changes to the County's Marijuana Related Land Use Regulations - *previously approved May 17, 2017*

Nathan Boderman, County Counsel and Jennifer Hughes, Planning presented the staff report.

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

Chair Bernard asked for a motion to read ZDO-264 by title.

MOTION:

Commissioner Humberston: I move we read ZDO-264 by title only.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

Chair Bernard asked for a motion to adopt.

MOTION:

Commissioner Humberston: I move we read ZDO-264 by title only.

Commissioner Schrader: Second.

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

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: No.

Chair Bernard: Aye – the Ayes have it, the motion passes 4-1.

III. CONSENT AGENDA

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

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Savas: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of a Federal Sub-recipient Grant Agreement with CODA, Inc. for Housing Assistance and Services for Residents in Alcohol and Drug Recovery – *Behavioral Health*
2. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Assertive Community Treatment Programs – *Behavioral Health*
3. Approval of a Federal Sub-recipient Grant Agreement with CODA, Inc. for Housing Assistance and Services for Residents in Alcohol and Drug Recovery – *Behavioral Health*
4. Approval of an Intergovernmental Sub-recipient Agreement with City of Sandy/Sandy Senior & Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
5. Approval of a Local Grant Agreement with Children’s Center for Child Abuse Medical Assessments – *Children, Youth & Families*
6. Approval of Amendment No.1 of the Intergovernmental Agreement with Gladstone School District for Kindergarten Partnership Innovation Services – *Children, Youth & Families*
7. Approval of Amendment No.2 of the Sub-recipient Agreement with Metropolitan Family Services for Family Resource Coordination Services – *Children, Youth & Families*
8. Approval of Amendment No.1 of the Sub-recipient Agreement with Northwest Family Services for Kindergarten Partnership Innovation Services – *Children, Youth & Families*
9. Approval of Amendment No. 2 of the Sub-recipient Agreement with Northwest Family Services for Family Resource Coordination Services – *Children, Youth & Families*
10. Approval of Amendment No.1 of the Sub-recipient Agreement with Todos Juntos for Kindergarten Partnership Innovation Services – *Children, Youth & Families*
11. Approval of Amendment No. 2 of the Sub-recipient Agreement with Todos Juntos for Family Resource Coordinator Services – *Children, Youth & Families*

B. Department of Transportation & Development

1. Approval of Amendment No. 1 to the Intergovernmental Agreement No. 30447 with Oregon Department of Transportation for the OR-213 at Union Mills Road Project
2. Approval of Supplemental Project Agreement No. 31952 with Oregon Department of Transportation for the Trolley Trail Bridge Gladstone to Oregon City Project
3. Approval of a Goods and Services Contract with Moore Excavation, Inc., for Trenchless Technology - *Procurement*

4. Approval of a Goods and Services Contract with Armadillo Boring, Inc., for Trenchless Technology - *Procurement*

C. Finance Department

1. Approval of the Contract Documents with Johnson Controls, Inc., for Planned Services to Central Cooling system on the Red Soils Campus - *Procurement*

D. Community Corrections

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and the Housing Authority of Clackamas County for Work Crew Services

E. County Counsel

1. Transfer of a Surplus Parcel of Land Located on Salmonberry Drive in the Vicinity of South End Road

IV. DEVELOPMENT AGENCY

1. Approval of an Intergovernmental Agreement with CCSD No. 1 to Transfer Easements for Wetland Mitigation Services and Option to Purchase Property

V. WATER ENVIRONMENT SERVICES

(Service District No. 1)

1. Approval of Amendment No. 2 to the Intergovernmental Agreement between Clackamas County Service District No. 1 and Water Environment Services and Clackamas County for Facilities Management and Maintenance (CCSD#1)
2. Approval of Amendment No. 2 to the Intergovernmental Agreement between Clackamas County Service District No. 1 and Water Environment Services and Clackamas County for Facilities Management and Maintenance (WES)
3. Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1 and Oak Lodge Water Services District for Sanitary Sewer and Surface Water Management Services
4. Approval of an Intergovernmental Agreement with the Clackamas County Development Agency to Provide Wetland Mitigation as a Component of the Carli Creek Enhancement and Water Quality Project in Return for Easements and Land Transfer
5. Approval of a Public Improvement Contract between Clackamas County Service District No. 1, the Tri-City Service District, Water Environment Services and Stettler Supply Company for the Tri-City Blower System Upgrades Project – *Procurement*
6. Approval of a Public Improvement Contract between Clackamas County Service District No. 1 and Elting Northwest, Inc., for the Carli Creek Enhancement and Water Quality Project - *Procurement*

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED: 11:34 AM



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

August 24, 2017

Board of County Commissioners
Clackamas County
Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to enter into an Annual Operating Plan & Financial Plan with the Oregon State Marine Board for the Clackamas County Boating Safety Action Plan

Purpose/Outcome	The Sheriff's Office provides marine patrol enforcement on all waters within Clackamas County including six lakes and six major rivers. This Operating Plan will reimburse the Sheriff's Office for a portion of expenses as outlined in the Financial Plan.
Dollar Amount and Fiscal Impact	The total Fiscal Year 2017 Operating Plan includes \$442,419 in support from the Marine Board as well as an estimated \$324,960.10 in CCSO contribution.
Funding Source	The Oregon State Marine Board is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
Safety Impact	The funds will provide patrol services on all Clackamas County waters as well as investigate boating law violations and boating accidents, examination of boats and other services as outlined in the agreement.
Duration	Effective July 1, 2017 through June 30, 2018
Previous Board Action/Review	Approval of multiple, prior fiscal year requests.
Contact Person	Graham Phalen, Lieutenant – Office (503) 785-5117
Contract No.	250-1718CLACKAMAS-000

BACKGROUND:


The Sheriff's Office provides marine patrol enforcement on all waters within Clackamas County including six lakes with approximately 35.5 miles of shoreline and six major rivers with about 139.5 river miles. The emphasis is on the Willamette River, the Clackamas River and the High Lakes. This is a renewal of a previous agreement.

Funds from the Marine Board pay for staffing to include Supervisor time, Marine Deputies, Marine Service Officers, overtime, marine fuel, training, insurance, boat maintenance and other administrative costs. County counsel has reviewed and approved this agreement.

RECOMMENDATION:

Staff recommends the Board approve this operating plan and authorizes Craig Roberts, Sheriff, or his designee, to sign on behalf of Clackamas County. County Counsel has reviewed and approved this agreement.

Respectfully submitted,


Craig Roberts,
Sheriff

"Working Together to Make a Difference"

INTERGOVERNMENTAL AGREEMENT

Agreement No. 250-1718CLACKAMAS-000

This Agreement is between the State of Oregon acting by and through its State Marine Board ("OSMB") and Clackamas County ("County"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110 and ORS 830.110.

SECTION 2: PURPOSE

The purpose of this Agreement is to provide funding to the County to conduct enforcement related to recreational boating in Oregon. Specific activities and assessments are detailed in "Exhibit A" attached hereto and by this reference made a part hereof.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2017, or the date of the last signature, whichever occurs last) ("Effective Date"), and terminates on June 30, 2018, unless terminated earlier in accordance with Section 17.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 OSMB's Authorized Representative is:

Randy Henry
435 Commercial Street NE Suite 400, Salem OR 97301
503-378-4597
503-378-2612 Office
Randy.H.Henry@oregon.gov

4.2 County's Authorized Representative is:

Sgt. Nate Thompson
Clackamas County Sheriff's Office, 2223 S. Kaen Rd., Oregon City OR 97045
503-655-8218 Office
nathantho@co.clackamas.or.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1 County shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.
- 5.2 OSMB shall pay County as described in Section 7.

SECTION 6: BOAT OWNERSHIP

- 6.1 The ownership of any boat purchased by the County during the term of this agreement shall be vested with the County regardless of funding source, subject to Section 6.2 and Section 29.
- 6.2 During the term of this agreement and for the useful life of the boat or major piece of equipment, the County agrees to maintain in good working condition any boat or major piece of equipment purchased in whole or in part by the County with funds received from OSMB, pursuant to this agreement and prior agreements between County and OSMB. Preventative maintenance schedules for boats and trailers will be established and adhered to. Further, upon the trade-in or sale of a boat or major piece of equipment purchased, in whole or part, with funds received pursuant to this agreement, County shall apply any proceeds from the trade-in or sale to law enforcement activities approved by OSMB, with such approval not to be unreasonably withheld. Notwithstanding Section 29, upon default of this Agreement or notice from OSMB to County of the termination of funding described in ORS 830.140, all boats and major pieces of equipment purchased, in whole or in part, with funds received pursuant to this agreement or previous agreement between the OSMB and County, shall be returned to the OSMB for reassignment if OSMB requests that the boat or major pieces of equipment be returned to OSMB. Upon OSMB's request, County agrees to permit the transfer of a boat purchased, in whole or part, with funds received pursuant to this agreement to another county.

SECTION 7: COMPENSATION AND PAYMENT TERMS

- 7.1 OSMB shall, upon receipt and approval of expenditure documentation, pay to the County an amount not to exceed \$442,419.00 for the agreement term. Payment requests shall be only for authorized services provided by the County pursuant to this agreement and for costs actually incurred by the County in conjunction with such services (including salaries/benefits, supplies or purchases of boats/equipment). At OSMB's discretion, federal funds may be used for payment.
- 7.2 County shall be responsible for providing employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

This agreement is subject to all applicable federal Assurances specified in Exhibit C attached hereto and by this reference made a part hereof. If applicable, County shall provide the OSMB

its Annual Comprehensive Financial Report as required in the Single Audit Act of 1984, 31U.S.C. §§7501-7507 (1994) as amended by Pub.L. 104-156, §§ 1-3, 110 Stat. 1397 (1996). At the end of each fiscal year during the term of this agreement, the County has the duty to request the amount of federal pass-through dollars included in the payments made by the OSMB to the County during that fiscal year.

SECTION 8: CONDITION OF PERFORMANCE

In accordance with 44 CFR 13.36(i), the OSMB's performance is conditioned upon the County's compliance with federal, state and local laws and regulations, including but not limited to, the following:

- 8.1 County shall comply and, if applicable, require a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
- 8.2 The applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds. State, local and Indian Tribal Governments and governmental hospitals must follow OMB A-102. County shall ensure any organization to which funds are passed comply with CFR and OMB requirements
- 8.3 All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection County regulations (40 CFR part 15).
- 8.4 Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).
- 8.5 The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 8.6 The Davis-Bacon Act (40 U.S.C. 276a to 276a -7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 8.7 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

SECTION 9: REPRESENTATIONS AND WARRANTIES

County represents and warrants to OSMB that:

- 9.1 County is a county, duly organized and validly existing. County has the power and authority to enter into and perform this Agreement;
- 9.2 The making and performance by County of this Agreement (a) have been duly authorized by

County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;

- 9.3 This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;
- 9.4 County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 9.5 County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by County.

SECTION 10: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSMB or any other agency or department of the State of Oregon, or both, and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 11: CONTRIBUTION

- 11.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified

Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 10 with respect to the Third Party Claim.

11.2 With respect to a Third Party Claim for which OSMB is jointly liable with County (or would be if joined in the Third Party Claim), OSMB shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OSMB’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

11.3 With respect to a Third Party Claim for which County is jointly liable with OSMB (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OSMB in such proportion as is appropriate to reflect the relative fault of County on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of OSMB on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 12: COUNTY DEFAULT

County will be in default under this Agreement upon the occurrence of any of the following events:

12.1 County fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

- 12.2 Any representation, warranty or statement made by County in this Agreement or in any documents or reports relied upon by OSMB to measure the delivery of services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- 12.3 County (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated as bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 12.4 A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of County, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (c) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 13: OSMB DEFAULT

OSMB will be in default under this Agreement if OSMB fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 14: REMEDIES

- 14.1 In the event County is in default under Section 12, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 17, (b) reducing or withholding payment for work or Work Product that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring County to perform, at County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 15 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively

or in any order whatsoever.

- 14.2** In the event OSMB is in default under Section 13 and whether or not County elects to exercise its right to terminate this Agreement under Section 17.3.3, or in the event OSMB terminates this Agreement under Sections 17.2.1, 17.2.2, 17.2.3, or 17.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against County. In no event will OSMB be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 14.2, County shall promptly pay any excess to OSMB.

SECTION 15: RECOVERY OF OVERPAYMENTS

If payments to County under this Agreement, or any other agreement between OSMB and County, exceed the amount to which County is entitled, OSMB may, after notifying County in writing, withhold from payments due County under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 16: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 11, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 17: TERMINATION

17.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

17.2 OSMB may terminate this Agreement as follows:

17.2.1 Upon 30 days advance written notice to County;

17.2.2 Immediately upon written notice to County, if OSMB fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in OSMB's

reasonable administrative discretion, to perform its obligations under this Agreement;

- 17.2.3 Immediately upon written notice to County, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that OSMB's performance under this Agreement is prohibited or OSMB is prohibited from paying for such performance from the planned funding source;
 - 17.2.4 Immediately upon written notice to County, if County is in default under this Agreement and such default remains uncured 15 days after written notice thereof to County; or
 - 17.2.5 As otherwise expressly provided in this Agreement.
- 17.3 County may terminate this Agreement as follows:
- 17.3.1 Immediately upon written notice to OSMB, if County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 17.3.2 Immediately upon written notice to OSMB, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;
 - 17.3.3 Immediately upon written notice to OSMB, if OSMB is in default under this Agreement and such default remains uncured 15 days after written notice thereof to OSMB; or
 - 17.3.4 As otherwise expressly provided in this Agreement.
- 17.4 Upon receiving a notice of termination of this Agreement, County will immediately cease all activities under this Agreement, unless OSMB expressly directs otherwise in such notice. Upon termination, County will deliver to OSMB all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon OSMB's reasonable request, County will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by County under this Agreement.

SECTION 18: INSURANCE

County shall maintain insurance as set forth in Exhibit D, attached hereto and incorporated herein by this reference.

SECTION 19: NONAPPROPRIATION

OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative

discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

SECTION 20: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 21: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 21. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 22: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 6,10, 11, 15, 16 and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 23: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 24: COUNTERPARTS

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

SECTION 25: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 26: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 27: INTENDED BENEFICIARIES

OSMB and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 28: FORCE MAJEURE

Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 29: SECURITY INTEREST

County, in consideration of OSMB's provision of services described in Exhibit A, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants OSMB a continuing security interest in and so pledges and assigns to OSMB all of the rights of County and all proceeds and products in the boats and equipment purchased pursuant to OSMB's authority under ORS 830.140, including, but not limited to this agreement ("Collateral"). County hereby irrevocably authorizes OSMB at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any financing statements and amendments thereto to complete the attachment, perfection and first priority of, and the ability of OSMB to enforce, OSMB's security interest in the Collateral, including, but not limited to, causing OSMB's name to be noted as secured party on any certificate of title for a titled good. County will not, or will not offer to, sell or otherwise dispose of the Collateral or any interest in the Collateral except with receipt of OSMB's prior written approval. Upon the failure by County

to keep, observe or perform any provision of this agreement, without any other notice to or demand upon County, OSMB shall have in any jurisdiction in which enforcement of this agreement is sought, in addition to all other rights and remedies, all rights, privileges, powers and remedies of a secured creditor provided by the Uniform Commercial Code and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which the Collateral or a part thereof is located, at law, in equity, or otherwise, including, without limitation, its right to take immediate possession of the Collateral.

SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST

County may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to County's assignment or transfer of its interest in this Agreement will not relieve County of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 31: SUBCONTRACTS

County shall not, without OSMB's prior written consent, enter into any subcontracts for any of the work required of County under this Agreement. OSMB's consent to any subcontract will not relieve County of any of its duties or obligations under this Agreement.

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the County's contractor from and against any and all Claims.

SECTION 32: TIME IS OF THE ESSENCE

Time is of the essence in County's performance of its obligations under this Agreement.

SECTION 33: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or

consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 34: RECORDS MAINTENANCE AND ACCESS

County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OSMB and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 35: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 36: ADDITIONAL REQUIREMENTS

County shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 37: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Boating Safety Action Plan), Exhibit C (Federal Assurances), and Exhibit D (Insurances).

SECTION 38: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its State Marine Board

Scott Brewen, Director

Date

Clackamas County Sheriff's Office

County Sheriff

AKL UNDERSHERIFF ELLIOTT

Date

8/15/17

Signature

AKL

Date

8/15/17

Approved for Legal Sufficiency in accordance with ORS 291.047

DOJ Attorney

Date

Intergovernmental Agreement
State of Oregon, State Marine Board
Signature Page (revised for required signatures)

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates set forth below their respective signatures.

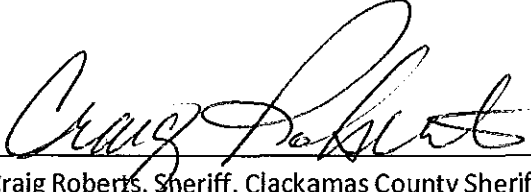
Signatures:

State of Oregon:

(See attached)
By: Scott Brewen, Director Date

(See attached)
By: _____, DOJ Attorney Date

Clackamas County:



Craig Roberts, Sheriff, Clackamas County Sheriff's Office Date

Jim Bernard, Chair, Clackamas County Board of Commissioners Date

Approved as to form by:

Clackamas County Counsel Date

EXHIBIT A

STATEMENT OF WORK

THE COUNTY AGREES TO:

- A. Enforce the applicable provisions of the Oregon Revised Statutes, Chapters 830 and 704 and Oregon Administrative Rules, Chapter 250.
- B. Investigate complaints of boating law violations and boating accidents as specified in the current version of the OSMB Policy and Procedures Manual, incorporated by reference herein.
- C. Alert the public to unsafe boating conditions.
- D. Assign duties under this agreement to personnel who have completed training and received certification at the Marine Law Enforcement Academy. Boating law enforcement personnel assigned by the County shall be mentally and physically capable of performing required duties. Standards of performance, discipline of officers and the control of personnel performing services pursuant to this agreement shall be the responsibility of the County. County agrees that assigned personnel shall wear a Coast Guard approved personal flotation device (life jacket) while on board a boat.
- E. Provide assistance to boaters and provide search and rescue services as noted in the policy and procedures manual.
- F. Provide law enforcement examinations of boats.
- G. Carry out all aspects of the Boating Safety Program: The Boating Safety Action Plan, Budget and Maintenance Schedule, described in Exhibit B, attached here to and incorporated by reference herein.
- H. Provide OSMB with monthly activity reports to the OSMB database by the end of each month.
- I. Send quarterly invoices to: Boating Safety Program Fiscal Analyst, Oregon State Marine Board, and 435 Commercial St. NE, Salem, OR 97309. Invoices must be submitted within 45 days following the end of the quarter.
- J. Furnish and supply all necessary labor, supervision, equipment, communications, facilities and supplies necessary to provide the level of service required to fulfill this agreement.
- K. Submit all requests for boat and related equipment repairs, to which OSMB holds title, to OSMB for approval. Approval is also required for the vendor providing the services.

OSMB AGREES TO:

- A. Provide County an orientation to OSMB policies, regulations, and administrative rules necessary to meet the purpose of this agreement.
- B. Provide required training through the Marine Law Enforcement Academy held once a year.
- C. Provide funds for the purchase of patrol boats, required equipment, fuel, and boat maintenance.
- D. Provide access to and training for the use of OSMB's law enforcement data base.
- E. Make payment to County within 45 days of receiving and approving invoice from County.

EXHIBIT B
(BOATING SAFETY ACTION PLAN)

APR 18 2017



Boating Safety Action Plan

for Clackamas Count Sheriff's Office

FY 2017-18

Agency

Address: 2223 S Kaen Rd Oregon City OR 97045

Phone #: 503-655-8218

Contact for Questions: Sgt. Nate Thompson 503-572-7118

Patrol Hours:	5327.5
Program Hours:	5327.5
Total Hours:	10655

Total Available Hours
from Page 7

10,655.00

Your 2017-18 Action Plan Overview

We are focusing agency efforts on engaging boater behavior most associated with accidents, injuries and complaints. See Jan. 4, 2017, memo "On-water Contract Prioritization" for details (LE Library). In this box, please provide a brief narrative that describes your highest risk waterways by season, time and location, the activities of concern, and a brief outline of how your action plan will address these priority areas. The detailed plan will be provided on page 2.

Our high risk waterways continue to be the Willamette River both above and below the falls during the summer months. Interaction between pleasure boaters and PWC is a concern on the lower Willamette River. The upper Willamette River mostly has complaints about boat wakes.

The Clackamas River sees very heavy traffic during the warm summer months. With five to seven thousand people floating down the river a day. Patrol of this area can be a strain on resources. We will continue the use of a diversion program to help educate boaters on the safety equipment they need.

Annual Patrol Plan: 5327.5 Hours

Expectation: Directed patrols will prioritize risk-based interventions first, then administrative compliance. Interventions should include a full BER. Consider local operation, use patterns, seasonal risks (fishing, cold water, wind etc). Patrol plan should reference ORS/OAR (at left) pertinent to your area of operation.

Risk Intervention

- Local Rules
OAR 250-020
- PFDs
830.215
- Muffling Device
830.260
- Sound Signaling
830.230
- Unsafe Operation
830.305
- Reckless Operation
830.315
- BUll
830.325
- Maintain Lookout
830.335
- Nav Rules
830.340
- Traffic Lanes
830.345
- Riding on Bow
830.360
- Occupy transom
830.362
- Waterskiing/Observer
830.365
- Boat Livery
830.415, 420

Compliance

- AIS
- Boater Ed Card
- Outfitter Guide

To fulfill the directive of the Marine Board we will focus on risk-based intervention in our high risk waterways. This means there may be a drop in the number of boater contacts for basic boat inspections.

On the lower Willamette River we will focus on the area of Meldrum Bar. This area is very popular with personal water crafts. PWC's and boats, both motorized and non-motorized, in this area are often operated in close proximity to each other. Are patrol will focus on unsafe operation, fail to maintain lookout, Navigation Rules as well as rules specific to PWC's. We will utilize patrol boats as well as PWC's to patrol this area.

The upper Willamette has had complaints of excessive wakes and had a crash last year caused by failing to maintain a lookout. This year we will do saturation patrols as well as daily patrols in this area looking for high risk activities. This area has several specific local rules that we will make sure are being complied with.

The Clackamas River has a large amount of non-motorized traffic during the summer months. We have done studies showing that on hot days five to seven thousand people float between Barton Park and Carver Park. There are other areas of the river with heavy traffic but that area is by far the busiest. We will focus patrols on safety equipment such as PFD's and Sound Signaling devices as well as making sure we have compliance with AIS rules.

We contract with PGE to provide patrols to their Reservoirs which includes, Estacada Lake, North Fork, Frog Lake, Lake Harriet and Timothy Lake. These lakes have very high use in the summer months. Most are slow speed lakes so they do not have a lot of high risk activities. North Fork reservoir is the busiest with a mixed user group. Patrols of these waterway will be focused on PFD's and other safety equipment at the ramps and on the water. On water and shore patrol will prioritize any high risk behavior.

We are currently still working with OSP Fish and Game to contact fishermen. They have a boat slip at our boat house that they are able to use. We strongly encourage Deputies to patrol with OSP so that they can learn from each other and work as a team.

We are planning a guide inspection day where we will also teach CPR and first aid. We will encourage guides to bring their boats for an inspection.

Boating Safety Program Waterbodies To Be Patrolled



County/Agency: Clackamas Count Sheriff's Office

FY 2017-2018

Waterways (Inland & Ocean)	Specific Area	Start MM/YY	End MM/YY	Add'l Comments
Willamette River	Above Falls	Year	Round	Year round use both motorized and non. Very heavy use during summer months.
Willamette River	Below Falls	Year	Round	Heavy year round use both motorized and non. Fishing traffic in winter spring and summer. Some commercial traffic.
Clackamas River	All	Year	Round	Heavy year round use both motorized and non. Fishing traffic in winter spring and summer. Heavy non motorized use in summer months
Sandy River	All	Year	Round	Patrol during winter and spring for fishing traffic. Summer patrol are minimal due to water level and low use. Use has increased due to the alcohol ban on the Clackamas River
Molalla River	All	Year	Round	Patrol during winter and spring for fishing traffic. Summer patrol are minimal due to water level and low use.
Tualatin River	All	Year	Round	Most patrols are during the summer months. There is mixed use traffic. Low head dam on the river that we put up warning buoys for.
Pudding River	All	Year	Round	Very low use year round. Mixed motor and non motorized traffic. Most traffic is during duck and goose hunting season.
North Fork Reservoir	All	Year	Round	Patrol year round with most of the focus during summer months. Heavy mixed use traffic. This is a PGE reservoir.
Estacada Lake	All	Year	Round	Patrol year round with most of the focus during summer months. Mixed use traffic with minimal use mostly during summer months. This is a PGE Reservoir
Frog Lake	All	5/17	10/17	Patrol to make sure boats are not on the water. This lake has no boats allowed. This is a PGE reservoir
Lake Harriet	All	5/17	10/17	Mostly fishing traffic this is a PGE reservoir
Timothy Lake	All	5/17	10/17	Fishing traffic both motorized and non. Lake has a 10mph speed limit. There are three boat ramps on the lake and many camp sites only accessible by boat. This is a PGE reservoir
Trillium Lake	All	5/17	10/17	Non motorized only lake. High traffic during the summer months.
Lake Oswego	All	Year	Round	Work with Lake Oswego Lake Patrol to address problem areas



Annual Program Plan	
5327.5 Hours	
Instructor Training	Expectation: Note personnel involved or willing to be involved in providing training on OSMB behalf. Participation pre-approved by training coordinator.
	Sergeant Thompson and Deputy Tingey will continue to teach the PWC course. They will further their train the trainer instruction with focus on PWC in the surf. There are several classes requested to be taught with a surf element around the state.
Training	Expectation: New or inexperienced DPSSST certified marine officers will complete Marine Law Enforcement Academy, Drift Boat, White Water, Swift Water Rescue and other training as appropriate, and attend pre- and post-season meetings, if possible.
	Two new Marine Deputies will go through the Marine Academy, drift boat, jet boat and PWC training this year.
Non-OSMB Training	Expectation: Training as per program standards to maintain high level of police skill, performance and certifications.
	Deputy's will participate in all required Sheriff's Office Training. To include monthly training in firearms and defensive tactics.
Maintenance	Expectation: Perform regular and appropriate maintenance such as winterization, oil changes, trailer bearings, basic repairs and other preventative work as needed.
	We will continue to perform basic repair and maintenance on our boats. Additional training will go to the two new deputies this winter on boat maintenance.
Waterway Markers	Expectation: Map and track OSMB-funded or approved waterway markers, maintain and confirm locations as per ORS, OAR, safety and Informational requirements, maintain inventory.
	We currently maintain and place about 20 buoys on our waterways. We will be placing several new signs that were provided by OSMB.

Hazard Mitigation	Expectation: Identify and respond to extraordinary waterway hazards through coordination with OSMB.
	We will continue to clear waterway hazards using Sheriff's Office resources. If a hazard is unable to be cleared we will reach out to OSMB for assistance.
Abandoned Boats	Expectation: Identify, assess, mitigate and investigate as appropriate. Coordinate with OSMB Abandoned Vessel Program manager.
	We currently have several abandoned boats in our property room. We are going through the process set by the state to dispose of these boats.
Education	Expectation 1: Plan and implement public outreach strategies that teach public basic on-water safety skills. Expectation 2: Provide directly or through partners equivalency exam opportunities in your county.
	Clackamas County works with several schools of all age levels throughout the year to educate water safety. We also attend meeting with different adult groups to talk about boating safety. We do provide equivalence exams when requested.
Trailing/Travel	Expectation: Note necessary trailering and traveling times specific to your AOR.
	Several lakes in the county have to have a boat trailered to them. Some are as long as a 2 hour commute. We pick route to and from these lakes so that other waterway can be checked and patrol at the same time. We have boats inside boathouses on both the upper and lower Willamette River.
Accident Investigation	Expectation: Follow investigation protocols. Notify Boat Accident Investigation Team of fatal or serious accidents. Fully evaluate for BUH. Complete reports within timeframe.
	Clackamas County has sent one of our Criminalist to a boating accident school and plan on sending him to further schools for boating accident reconstruction. One of our Marine Deputies is a vehicle accident re-constructionist and will also be attending some boat accident r
Administrative	Expectation: Office duties required for program operations.
	Most administrative duties are completed by the Sergeant but some are done by the deputies. Although administrative duties are time consuming and necessary at the Clackamas County Marine program we will attempt to do shore or river patrol everyday.
HINS/Livery/Moorage Checks	Expectation: Provide HIN inspections as requested; inspect liveries annually for records compliance; check moorages annually to ensure registration compliance.
	We currently schedule HIN's on a regular basis and do Livery and moorage checks several times a year depending on the need.

**Note: Programs are monitored for Highway Patrol Assistance and other non-marine activities. Hours should be incidental to program. Avoid non-marine operations that cause overtime hours to be charged to marine funding.*

Hazard Mitigation	Expectation: Identify and respond to extraordinary waterway hazards through coordination with OSMB.
	We will continue to clear waterway hazards using Sheriff's Office resources. If a hazard is unable to be cleared we will reach out to OSMB for assistance.
Abandoned Boats	Expectation: Identify, assess, mitigate and investigate as appropriate. Coordinate with OSMB Abandoned Vessel Program manager.
	We currently have several abandoned boats in our property room. We are going through the process set by the state to dispose of these boats.
Education	Expectation 1: Plan and implement public outreach strategies that teach public basic on-water safety skills. Expectation 2: Provide directly or through partners equivalency exam opportunities in your county.
	Clackamas County works with several schools of all age levels throughout the year to educate water safety. We also attend meeting with different adult groups to talk about boating safety. We do provide equivalence exams when requested.
Trailing/Travel	Expectation: Note necessary trailering and traveling times specific to your AOR.
	Several lakes in the county have to have a boat trailered to them. Some are as long as a 2 hour commute. We pick route to and from these lakes so that other waterway can be checked and patrol at the same time. We have boats inside boathouses on both the upper and lower Willamette River.
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	We currently schedule HIN's on a regular basis and do Livery and moorage checks several times a year depending on the need.

**Note: Programs are monitored for Highway Patrol Assistance and other non-marine activities. Hours should be incidental to program. Avoid non-marine operations that cause overtime hours to be charged to marine funding.*

Boating Safety Program Proposed Costs



County/Agency: Clackamas County Sheriff FY 2017-2018

Allocation (some may not apply)	OSMB	County/Agency Contribution
LE Allocation:	\$437,419.00	\$376,929.22
AIS Allocation:		
Boat Allocation:		
Special Emphasis:		
Total:	\$437,419.00	\$376,929.22
Proposed Program Costs:		
	OSMB	County/Agency Contribution
1. Personnel (Must match totals on Form A)	\$442,419.00	\$190,038.10
2. Operations and Maintenance (Must match totals on Form B)	\$0.00	\$155,234.00
3. Boat		
4. Total direct Proposed Program Cost (1+2+3, should equal Total in above section)	\$442,419.00	\$324,960.10

County/Agency Authorized Representative:

SHERIFF CROBERTS

Signature

8/16/17

Date

Sheriff Craig Roberts

Typed Name

503-655-8218

Telephone

Boating Safety Program



Proposed Personnel Costs – Form A

Note: “# of Hours” equals staff time dedicated to marine program. This may include overhead such as personal leave but should be proportional to their position (2040 hrs is full time). Note that total hours should be consistent with combined “Patrol” and “Program” hours on page 1.

County/Agency: **Clackamas County Sheriff** FY 2017-2018

Employee Compensation				Compensation		
Name	Title	# of Hours	Cost per Hour	Total	OSMB	County/ Agency Cash Contribution
1. Nate Thompson	Sergeant	2,080.00	\$75.99	\$158,059.20	\$142,253.28	\$15,805.92
2. Jed Wilson	Deputy	2,080.00	\$63.95	\$133,016.00	\$119,714.40	\$13,301.60
3. Brian Lister	Deputy	2,080.00	\$64.48	\$134,118.40	\$120,706.47	\$13,411.83
4. Adam Tingey	Deputy	1,040.00	\$63.95	\$66,508.00	\$42,344.09	\$24,163.91
5. Graham Phalen	Lieutenant	375.00	\$100.90	\$37,837.50	\$15,135.00	\$22,702.50
6. Seasonal Deputy	Deputy	600.00	\$34.94	\$20,964.00	\$0.00	\$20,964.00
7. Marine Service Officer 1	MSO	600.00	\$16.10	\$9,660.00	\$0.00	\$9,660.00
8. Marine Service Officer 2	MSO	600.00	\$16.10	\$9,660.00	\$0.00	\$9,660.00
9. Marine Service Officer 3	MSO	600.00	\$16.10	\$9,660.00	\$0.00	\$9,660.00
10. Marine Service Officer 4	MSO	600.00	\$16.10	\$9,660.00	\$0.00	\$9,660.00
11.				\$0.00		
12.				\$0.00		
13.				\$0.00		
14.				\$0.00		
15.				\$0.00		
16.				\$0.00		
17.				\$0.00		
18.				\$0.00		
19.				\$0.00		
20.				\$0.00		
21. Sub-Total (lines 1 thru 20)		10,655.00		\$589,143.10	\$440,153.24	\$148,989.76
22. Overtime (cannot exceed 5% of OSMB's amount on line 21)					\$2,265.76	\$41,048.34
23. Total Proposed Personnel Costs (lines 21 + 22)					\$442,419.00	\$190,038.10

Boating Safety Program Proposed Operations & Maintenance Costs – Form B



County/Agency: Clackamas Count Sheriff's FY 2017-2018

Operating Supplies/Maintenance/Training Costs	Actual Expenditures		
	Total	OSMB	County/ Agency Cash Contrib.
<p>A. Fuel: Vehicle 9,000.00 gallons @ \$ \$2.85 per gallon</p> <p> Boat 6,000.00 gallons @ \$ \$2.85 per gallon</p> <p style="text-align: right; margin-right: 50px;">Subtotal of A:</p>	<p>\$25,650.00</p> <p>\$17,100.00</p> <p>\$42,750.00</p>	<p>\$0.00</p> <p>\$0.00</p> <p>\$0.00</p>	<p>\$25,650.00</p> <p>\$17,100.00</p> <p>\$42,750.00</p>
B. Vehicle Lease			
C. Moorage	\$8,220.00	\$0.00	\$8,220.00
<p>D. Expendable Supplies – (\$500 max/each item) specify:</p> <p> 1. Materials and Services</p> <p> 2.</p> <p> 3.</p> <p> 4.</p> <p style="text-align: right; margin-right: 50px;">Subtotal of D:</p>	<p>\$28,004.00</p> <p></p> <p></p> <p>\$28,004.00</p>	<p>\$0.00</p> <p></p> <p></p> <p>\$0.00</p>	<p>\$28,004.00</p> <p></p> <p></p> <p>\$28,004.00</p>
<p>E. Maintenance – (Refer to your 2017-18 maintenance schedule, enter data below) Identify by OR # and make:</p> <p> 1. Total Maintenance budget for boats</p> <p> 2.</p> <p> 3.</p> <p> 4.</p> <p> 5.</p> <p> 6.</p> <p><i>* please follow OSMB maint. schedule attached</i> Subtotal of E:</p>	<p>\$21,893.00</p> <p></p> <p></p> <p></p> <p>\$21,893.00</p>	<p></p> <p></p> <p></p> <p></p> <p>\$0.00</p>	<p>\$21,893.00</p> <p></p> <p></p> <p></p> <p>\$21,893.00</p>
<p>F. Insurance – (specify Insurance Company & policy #):</p> <p> Hartford Fire Insurance Policy #520MKA7840</p>	<p>\$25,959.00</p>	<p></p>	<p>\$25,959.00</p>
<p>G. Non-OSMB Training – specify:</p> <p> 1. Rope Tech, Coast Guard Licensing</p> <p> 2.</p> <p> 3.</p> <p> 4.</p> <p style="text-align: right; margin-right: 50px;">Subtotal of G:</p>	<p>\$2,785.00</p> <p></p> <p></p> <p>\$2,785.00</p>	<p>\$0.00</p> <p></p> <p></p> <p>\$0.00</p>	<p>\$2,785.00</p> <p></p> <p></p> <p>\$2,785.00</p>

H. Training Attending-- specify:			
1. Drift: Total training budget for Marine Board Training	\$5,311.00		\$5,311.00
2. Jet:			
3. Academy:			
4. Other:			
Subtotal of H:	\$5,311.00	\$0.00	\$5,311.00
I. Other - specify:			
1. Allocated Costs for County Services	\$20,312.00		\$20,312.00
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal of I:	\$20,312.00	\$0.00	\$20,312.00
Subtotal:	\$155,234.00	\$0.00	\$155,234.00

2017 Clackamas County Service Plan

(NR=Not Reported)

2013 River Wild (Diesel Jet)

Required Service	2015	2017	Cost
Oil Change (100 hrs)	Reported	Required	250 X 2
Trailer Service	NA	Required	100
Water Fuel Separator (annual)	Reported	Required	100
Valve Adjustment (250 hrs)	Reported	NA	
Heat Exchanger (annual)	Reported	Required	100
Replace Coolant (300 hrs)	NA	Required	100

900

2016 River Wild

Required Service	2016	2017	Cost
Oil Change (100 hrs)	Reported	Required	250 X 2
Trailer Service	NA	NA	
Water Fuel Separator (annual)	NA	Required	100
Valve Adjustment (250 hrs)	NA	NA	
Heat Exchanger (annual)	NA	Required	100
Replace Coolant (300 hrs)	NA	NA	NA

700

2009 Thunder Jet (Sport Jet)

Required Service	2014	2015	2016	2017	Cost
Trailer Service	NA	NR	Required	NA	100
Water Fuel Separator (annual)	NR	NR	Required	Required	100
Spark Plugs (annual)**		Reported	Required	Required	100
Lubricants (Drive and Stator) (annual)			Required	Required	50
In-Line fuel Filter (annual)			Required	Required	50
Compressor Filter (annual)			Required	Required	50
Winterization		NA	NA	NA	NA

Bottom rebuild

450

** spark plugs need to be inspected every 100 hours or annually, replace as needed.

1995 Almar (Jet)

Required Service	2014	2015	2016	Liquidate	
Oil Change	NR	Liquidate	NA		
Clean Heat Exchanger	NR		NA		
Replace Coolant	NR		NA		
Trailer Service	NR		NA		
Water Fuel Separator	NR		NA		
Winterization			NA		

To Be Liquidated

1998 Jet Craft (Jet)

Required Service	2014	2015	2016	2017	Cost
Oil Change (annual)	Reported	NR	NA	Required	200
Clean Heat Exchanger (annual)	NR	NR	NA	Required	100
Replace Coolant (300 hrs)	NR	NR	NA	Required	100
Trailer Service	NR	NR	NA	Required	100
Water Fuel Separator	NR	NR	NA	Required	100
Winterization		NA	NA	NA	
Tune up/Plugs				Required	550

Starter Replaced 07/05/2016 Bottom Rebuild

6150

2016 Ski Doo OR 723 XCX

Required Service			2016	2017	Cost
Oil Change			NR	Required	*
Super Charger Clutch (200 hrs) Inspection			NA	Required	700
Trailer Service			NA	NA	
Full Service			NA	Required	*
Replace Coolant (400 hrs)			NA		*
Spark Plugs (200 hrs)			NA		*
Winterization			NA	NA	

Full Annual Dealer Service Required

\$ 350.00

1,050

2016 Ski Doo OR 724 XCX

Required Service			2016	2017	Cost
Oil Change			NR	Required	*
Super Charger Clutch (200 hrs) Inspection			NA	Required	700
Trailer Service			NA	NA	
Full Service			NA	Required	*
Replace Coolant (400 hrs)			NA		*
Spark Plugs (200 hrs)			NA		*
Winterization			NA	NA	

- Annual Dealer Full Service

\$ 350

1,050

2007 North River Jet

Required Service	2014	2015	2016	2017	Cost
Oil Change (annual)		NR	NR	Required	200
Clean Heat Exchanger (annual)		NR	NR	Required	100
Replace Coolant (300 hrs)		NR	NR	Required	100
Trailer Service		NR	NR	Required	100
Water Fuel Separator		NR	NR	Required	100
Winterization	NA	NA	NA	NA	
Tune Up/Plugs (400 hrs)		NR	NR	Required	600

TOTAL: \$ 6500.00

1,250

EXHIBIT C

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

EXHIBIT D

INSURANCE

During the term of this agreement, the County shall provide insurance to cover all loss; damage or injury to the equipment purchased under this agreement, in an amount no less than the purchase price thereof. Such insurance shall be provided by the County through an insurer duly authorized to do business in the State of Oregon but may be provided by self-insurance. Any proceeds from insurance or self-insurance shall be applied to the repair or replacement of the damaged equipment unless the County received prior written direction or authorization from the OSMB to otherwise dispose of the proceeds.



EVELYN MINOR-LAWRENCE
DIRECTOR

DEPARTMENT OF HUMAN RESOURCES

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

August 24, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Clackamas County Providence Health Medical Benefit Plan Documents for
January 1, 2017 to December 31, 2017

Purpose/Outcomes	Approval of the Clackamas County Providence Health Medical Benefit Plan Agreement and four summary plan descriptions for the 2017 plan year.
Dollar Amount and Fiscal Impact	Providence: \$28,026,808
Funding Source	Department, employee, and retiree contributions
Safety Impact	None
Duration	Effective January 1, 2017 – December 31, 2017
Previous Board Action	Approved as part of the Benefits Review Committee Collective Bargaining Process in 2016, and preliminary approval of the medical plans by the Board of County Commissioners at a Policy session on Nov 8, 2016.
Strategic Plan Alignment	Builds public trust through good government.
Contact Person	Kristi Durham, Human Resources, 503.742.5470
Contract No.	N/A

BACKGROUND:

At a Policy Session on November 8, 2016 the Board of County Commissioners received a briefing on the 2017 Benefits Renewal. The Providence plan agreement and the Summary Plan Descriptions require the board's approval and signature.

County Counsel has reviewed and approved plan agreements and descriptions.

RECOMMENDATION:

Staff recommends the Board approve the Administrative Services Agreement and Summary Plan Descriptions from Providence Health Plan.

Respectfully submitted,

Kristi Durham, Benefits Manager
Department of Human Resources

THIS ADDENDUM NO. 2 TO THE ADMINISTRATIVE SERVICES AGREEMENT (“**Addendum**”) is entered into as of January 1, 2017, by and between Clackamas County (“**Plan Sponsor**”), and Providence Health Plan (“**Providence**”). Plan Sponsor and Providence are sometimes referred to in this Addendum as a “**Party**” or, collectively, as the “**Parties.**”

RECITALS

A. Plan Sponsor and Providence entered into that certain Administrative Services Agreement dated on or around January 1, 2015 (“**Services Agreement**”).

B. The Parties wish to amend the Services Agreement as set forth herein.

ADDENDUM

THE PARTIES AGREE AS FOLLOWS:

1. **Revised Exhibit B.** Exhibit B to the Services Agreement is amended and replaced in its entirety with the revised Exhibit B, attached hereto as Schedule 1.

Capitalized Terms: All capitalized terms in this Addendum shall have the same meaning given to such terms in the Services Agreement unless otherwise specified in this Addendum.

Continuation of Services Agreement: Except as specifically amended pursuant to the foregoing, the Services Agreement shall continue in full force and effect in accordance with the terms in existence as of the date of this Addendum. After the date of this Addendum, any reference to the Services Agreement shall mean the Services Agreement as amended by this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

By: **Providence Health Plan**

Signature: _____

Name: Michael White

Title: Chief Operating Officer

Date: _____

By: **Clackamas County**

Signature: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1

EXHIBIT B: SERVICE FEES

This Exhibit B lists the service fees you must pay us for our services under the Services Agreement for the period of: January 1, 2017 through December 31, 2017.

Core Package of Services

	<i>Note: PEPM means Per Employee Per Month</i>
Medical Claims Administration	\$26.05 PEPM
Prov RN	No additional fee
Life Balance	No additional fee
Pharmacy Claims Administration / Management	\$4.99 PEPM (0% of rebates retained by Providence)
Providence ASO Network	\$7.94 PEPM
Medical, Case and Disease Management	\$8.64 PEPM
MHCD with Administration, Utilization Management and Network Services by PBH	\$4.68 PEPM
Alternative Care/Chiropractic Care Administration & Network (ASH Network; PHP processing)	\$2.13 PEPM
Health Coaching – 12 Sessions	\$1.95 PEPM
Diagnostic Imaging Services	No additional fee
Total Monthly Administrative Fee	\$56.38 PEPM

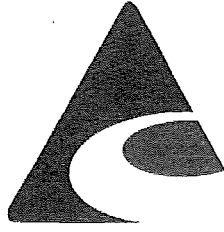
Additional Services

Benefits Administration:

Fiduciary Fee	Included
Terminal Claims Processing	3 X Fees (one-time fee)
Custom Reporting	\$175/hr (minimum charge of \$350)
Miscellaneous Consulting	\$175/hr (minimum charge of \$350)
SPD Printing and Distribution	At Our cost

Ancillary Services:

HIPAA Administration (HIPAA Cert upon request)	No additional charge
Tru Vision & Tru Hearing (available only in OR and SWWA)	No additional charge
Affinity (available only in OR and SWWA)	No additional charge



CLACKAMAS
COUNTY

CLACKAMAS COUNTY GENERAL COUNTY EMPLOYEES
PERSONAL OPTION PLAN

SUMMARY PLAN DESCRIPTION

**ADOPTION OF THE SUMMARY PLAN DESCRIPTION
AS THE PLAN DOCUMENT**

Adoption

On the date shown, below, the Plan Sponsor hereby adopts this Summary Plan Description and the Benefit Summaries, Endorsements and amendments which are incorporated by reference, as the Plan Document of the Clackamas County's self-funded Employee Health Benefit Plan, Clackamas County General County Employee Personal Option Plan. This document replaces any and all prior statements of the Plan benefits which are described herein.

Purpose of the Plan

The purpose of the Plan is to provide certain benefits for Clackamas County's Eligible Employees and Eligible Family Dependents. Those benefits are described in this Summary Plan Description.

Conformity with Law

If any provision of this Plan is contrary to any law to which it is subject, such provision is hereby amended to conform to such law.

Acceptance of the Plan Document

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document and Summary Plan Description to be executed, effective as of January 1, 2017.

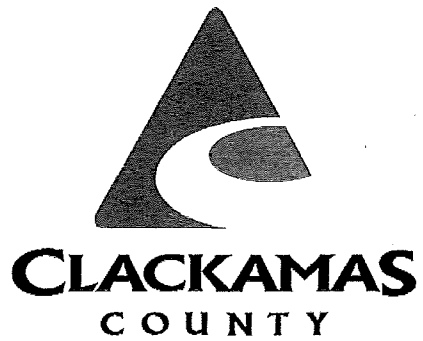
By: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____



CLACKAMAS COUNTY GENERAL COUNTY EMPLOYEES
OPEN OPTION PLAN

SUMMARY PLAN DESCRIPTION

**ADOPTION OF THE SUMMARY PLAN DESCRIPTION
AS THE PLAN DOCUMENT**

Adoption

On the date shown, below, the Plan Sponsor hereby adopts this Summary Plan Description and the Benefit Summaries, Endorsements and amendments which are incorporated by reference, as the Plan Document of the Clackamas County's self-funded Employee Health Benefit Plan, Clackamas County General County Employees Open Option Plan. This document replaces any and all prior statements of the Plan benefits which are described herein.

Purpose of the Plan

The purpose of the Plan is to provide certain benefits for Clackamas County's Eligible Employees and Eligible Family Dependents. Those benefits are described in this Summary Plan Description.

Conformity with Law

If any provision of this Plan is contrary to any law to which it is subject, such provision is hereby amended to conform to such law.

Acceptance of the Plan Document

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document and Summary Plan Description to be executed, effective as of January 1, 2017.

By: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____



CLACKAMAS COUNTY EARLY RETIREE-COBRA PARTICIPANTS-
TEMPORARY EMPLOYEES
OPEN OPTION PLAN

SUMMARY PLAN DESCRIPTION

**ADOPTION OF THE SUMMARY PLAN DESCRIPTION
AS THE PLAN DOCUMENT**

Adoption

On the date shown, below, the Plan Sponsor hereby adopts this Summary Plan Description and the Benefit Summaries, Endorsements and amendments which are incorporated by reference, as the Plan Document of the Clackamas County self-funded Employee Health Benefit Plan, Clackamas County Early Retiree-COBRA-Temporary Employees Open Option Plan. This document replaces any and all prior statements of the Plan benefits which are described herein.

Purpose of the Plan

The purpose of the Plan is to provide certain benefits for Clackamas County's Eligible Employees and Eligible Family Dependents. Those benefits are described in this Summary Plan Description.

Conformity with Law

If any provision of this Plan is contrary to any law to which it is subject, such provision is hereby amended to conform to such law.

Acceptance of the Plan Document

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document and Summary Plan Description to be executed, effective as of January 1, 2017.

By: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____



CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION
OPEN OPTION GRANDFATHERED PLAN

SUMMARY PLAN DESCRIPTION

**ADOPTION OF THE SUMMARY PLAN DESCRIPTION
AS THE PLAN DOCUMENT**

Adoption

On the date shown, below, the Plan Sponsor hereby adopts this Summary Plan Description and the Benefit Summaries, Endorsements and amendments which are incorporated by reference, as the Plan Document of the Clackamas County self-funded Employee Health Benefit Plan, Clackamas County Peace Officers Association Open Option Grandfathered Plan. This document replaces any and all prior statements of the Plan benefits which are described herein.

Purpose of the Plan

The purpose of the Plan is to provide certain benefits for Clackamas County's Eligible Employees and Eligible Family Dependents. Those benefits are described in this Summary Plan Description.

Conformity with Law

If any provision of this Plan is contrary to any law to which it is subject, such provision is hereby amended to conform to such law.

Acceptance of the Plan Document

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document and Summary Plan Description to be executed, effective as of January 1, 2017.

By: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____



CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION
PERSONAL OPTION GRANDFATHERED PLAN

SUMMARY PLAN DESCRIPTION

**ADOPTION OF THE SUMMARY PLAN DESCRIPTION
AS THE PLAN DOCUMENT**

Adoption

On the date shown, below, the Plan Sponsor hereby adopts this Summary Plan Description and the Benefit Summaries, Endorsements and amendments which are incorporated by reference, as the Plan Document of the Clackamas County self-funded Employee Health Benefit Plan, Clackamas County Peace Officers Association Personal Option Grandfathered Plan. This document replaces any and all prior statements of the Plan benefits which are described herein.

Purpose of the Plan

The purpose of the Plan is to provide certain benefits for Clackamas County's Eligible Employees and Eligible Family Dependents. Those benefits are described in this Summary Plan Description.

Conformity with Law

If any provision of this Plan is contrary to any law to which it is subject, such provision is hereby amended to conform to such law.

Acceptance of the Plan Document

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document and Summary Plan Description to be executed, effective as of January 1, 2017.

By: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____



EVELYN MINOR-LAWRENCE
DIRECTOR

DEPARTMENT OF HUMAN RESOURCES

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

August 24, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Clackamas County Delta Dental Benefit Plan Documents for
January 1, 2017 to December 31, 2017

Purpose/Outcomes	Approval of the Clackamas County Delta Dental Plan Agreement for 2017 plan year.
Dollar Amount and Fiscal Impact	Delta Dental: \$2,391,582
Funding Source	Department and retiree contributions
Safety Impact	None
Duration	Effective January 1, 2017 – December 31, 2017
Previous Board Action	Approved as part of the Benefits Review Committee Collective Bargaining Process in 2016, and preliminary approval of the dental plan by the Board of County Commissioners at a Policy session on Nov 8, 2016.
Strategic Plan Alignment	Builds public trust through good government.
Contact Person	Kristi Durham, Human Resources, 503.742.5470
Contract No.	N/A

BACKGROUND:

At a Policy Session on November 8, 2016 the Board of County Commissioners received a briefing on the 2017 Benefits Renewal. The Delta Dental plan agreement requires the board’s approval and signature.

County Counsel has reviewed and approved the plan agreement.

RECOMMENDATION:

Staff recommends the Board approve the plan agreement for Delta Dental.

Respectfully submitted,

Kristi Durham, Benefits Manager
Department of Human Resources

ENDORSEMENT NO. 3

GROUP NO. 10000174

CLACKAMAS COUNTY

AGREEMENT dated January 1, 2015 between **DELTA DENTAL PLAN OF OREGON** and **CLACKAMAS COUNTY** is hereby amended effective January 1, 2017 as follows:

1. The administrative fees in section 1.1 of Exhibit A shall be amended as follows:
 - I. \$6.30 per employee per month for dental administration, including processing claims from January 1, 2017 through December 31, 2017, if this Agreement is extended for a second Term;
 - II. \$6.40 per employee per month for dental administration, including processing claims from January 1, 2018 through December 31, 2018, if this Agreement is extended for a third Term.
 - III. \$6.49 per employee per month for dental administration, including processing claims from January 1, 2019 through December 31, 2019, if this Agreement is extended for a third Term.

2. The member handbooks shall be deleted and shall be replaced with the 2017 member handbooks as approved by Clackamas County.

Except as specifically provided herein, the terms, conditions, and provisions of said Agreement shall be unchanged by this Endorsement.

CLACKAMAS COUNTY (and any of its subsidiaries)

DELTA DENTAL PLAN OF OREGON

Tracie Murphy

BY: _____

BY: _____

NAME: _____

NAME: Tracie Murphy

TITLE: _____

TITLE: Senior Vice-President

DATE: _____

DATE: December 15th, 2016

Oregon Group Dental Plan

Clackamas County
(General County Employees)
Delta Dental Premier Plan

Effective date: January 1, 2017
Group number: 10000174



Delta Dental of Oregon

Oregon Dental Service dba Delta Dental Plan of Oregon provides dental claims payment services only and does not assume financial risk or obligation with respect to payment of claims.

Oregon Group Dental Plan

Clackamas County
(Peace Officers' Association)
Delta Dental Premier Plan

Effective date: January 1, 2017
Group number: 10000174



Delta Dental of Oregon

Oregon Dental Service dba Delta Dental Plan of Oregon provides dental claims payment services only and does not assume financial risk or obligation with respect to payment of claims.



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Renewal No. 4 and Amendment No. 3 of the Contract with Vericlam, Inc.
(formerly Farrell and Associates), for Self Insured Liability Claim Administration

Purpose/Outcome	County is exercising the option to renew the final one-year optional renewal available on this Contract. The termination date is hereby changed from June 30, 2017 to June 30, 2018.
Dollar Amount and Fiscal Impact	\$70,000 annual compensation and this final renewal makes the contract aggregate \$350,000.
Funding Source	Risk Management Claims Fund (self-insurance fund)
Duration	July 1, 2017-June 30, 2018
Previous Board Action/Review	Annual renewal
Strategic Plan Alignment	Provides liability claims administration that assists in the reduction of the overall costs associated with these claims. Aligns with the Risk Management measure of reducing liability costs during FY17/18.
Contact Person	Dwayne Kroening, Risk Manager 503-655-8576

BACKGROUND: Contract approved in 2013 to provide administration of liability claims. Four renewals were included in that contract.

RECOMMENDATION: Human Resources respectfully requests that the Board of County Commissioners approves this renewal with Vericlam, Inc. to continue to provide liability claims administration.

This contract has been reviewed and approved by County Counsel.

Respectfully submitted,

Dwayne Kroening, Risk Manager
Department of Human Resources

Place on the August 24, 2017 Agenda by Procurement

AMENDMENT #3 / RENEWAL #4

TO THE CONTRACT DOCUMENTS WITH VERICLAIM, INC., FOR SELF INSURED LIABILITY CLAIM ADMINISTRATION

This Amendment #3 / Renewal #4 is entered into between Vericclaim, Inc. (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on July 1, 2013.

The Purpose of the Amendment #3 / Renewal #4 is to make the following changes to the Contract:

1. Section I. **SCOPE**: is hereby changed as follows:
County is exercising the option to renew the final one-year optional renewal available on this Contract. The termination date is hereby changed from June 30, 2017 to **June 30, 2018**. County and Contractor acknowledge that services may have been performed after the termination date and desire to affirm and pay for such work pursuant to this Amendment.

2. Section II. **COMPENSATION**: is hereby changed as follows:
The maximum fiscal year compensation authorized under this contract shall not exceed **\$70,000.00**. Fiscal year is defined as July 1 to June 30. The maximum compensation authorized under this Contract shall not exceed \$350,000.00.

Original Contract Amount	\$ 70,000.00
Renewal #1	\$ 70,000.00
Renewal #2	\$ 70,000.00
Amendment #1	Update Contract language
Amendment #2 / Renewal #3	\$ 70,000.00
Amendment #3 / Renewal #4	\$ 70,000.00 + update Contract Language
Total Amended Contract	\$ 350,000.00

3. Section VI. Termination-Amendment Item A is hereby deleted in its entirety and replaced with:

VI. TERMINATION - AMENDMENT

A. TERMINATIONS. This Contract may be terminated for the following reasons: 1) This Contract may be terminated at any time by mutual consent of the parties, or by County for convenience upon thirty (30) days’ written notice to the Contractor; 2) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; 3) This Contract may also be immediately terminated by County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor 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 notice from County, fails to correct such failure within ten (10) business days; 4) If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit County in the

exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

4. ADD Section VII. Execution and Counterparts:

VII. EXECUTION AND COUNTERPARTS:

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #3 / Renewal #4, effective upon the date of the last signature below.

Vericlam, Inc.
PO Box 1144
Lake Oswego, OR 97035

CLACKAMAS COUNTY BOARD OF
COUNTY COMMISSIONERS By:

Authorized Signature

Chair

Name, Title

Recording Secretary

Date

Date

017535-21
Oregon Business Registry Number

Approved as to Form:

FBC / Delaware
Entity Type / State of Formation

County Counsel

Date



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

August 24, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement No. 5451 with the State of Oregon,
Department of Corrections and Approval of the 2017-2019 Biennial Plan

Purpose/Outcome	This IGA will provide funding for Community Corrections programs for the 2017-2019 biennium.
Dollar Amount and Fiscal Impact	\$16,631,667 Grant-in-Aid \$45,459 Inmate Welfare Fund These state dollars fund approximately 52% of Community Corrections' budget.
Funding Source	State of Oregon Department of Corrections, Grant-in-Aid and Inmate Welfare Fund
Duration	July 1, 2017-June 30, 2019
Previous Board Action/Review	Biennial approval.
Strategic Plan Alignment	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
Contact Person	Captain Jenna Morrison, Director, Community Corrections – 503-655-8725

BACKGROUND:

This IGA is required for any county receiving Community Corrections funds. It adopts Community Corrections' Biennial Plan for 2017-2019. The Plan details Community Corrections' priorities, goals, and budget for the 2017-2019 biennium. The Local Public Safety Coordinating Council (LPSCC) approved the Plan for submission to the State on July 17, 2017. Approval of this IGA allows for continuation of the current Community Corrections' programs.

RECOMMENDATION:

Community Corrections respectfully requests the Board of County Commissioners approve Intergovernmental Agreement No. 5451 with the State of Oregon Department of Corrections, and approval of the 2017-2019 Community Corrections Biennial Plan.

Respectfully submitted,

Captain Jenna Morrison
Director, Community Corrections

**INTERGOVERNMENTAL AGREEMENT #5451
BETWEEN THE STATE OF OREGON AND CLACKAMAS COUNTY**

This Intergovernmental Agreement #5451 (Agreement) is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Clackamas County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the Department on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

Whereas, ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate the authority to impose sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

Whereas, ORS 423.478(2)(a) - (f) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less, and on conditional release to COUNTY;

Whereas, ORS 137.545 and 137.595 provide that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions; and

Whereas, ORS 423.555 requires DEPARTMENT, with cooperation from COUNTY, to establish and operate a Statewide Evaluation and Information System and to monitor effectiveness of corrections services provided to criminal offenders under ORS 423.500 to 423.560.

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I. DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, effective only after all parties have signed and all approvals have been obtained. Plan Modifications are **NOT** Amendments.
- B. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Community Corrections Plan or Plan: A document developed by the Local Public Safety Coordinating Councils and adopted by COUNTY's governing body pursuant to ORS 423.525 and 423.535 and received by DEPARTMENT's director or designee.
- F. County Community Corrections Plan Modification: A written change or alteration to the County Corrections Plan promulgated by COUNTY modifying the Plan subject to ORS 423.525, effective upon the date the written change or alteration has been submitted to the DEPARTMENT representative under this Agreement.
- G. County Community Corrections Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of county corrections programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision work release and local correctional facilities and programs for offenders.
- H. Offender: Any person under supervision who is on parole, post-prison supervision, transitional leave, work release, local control, and/or probation status.
- I. Sanctions or Structured Sanctions: A response to Offender violations of conditions of supervision that uses custody units.

- J. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- K. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

II. AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

B. Duration

This Agreement will become effective on **July 1, 2017** and will remain in effect until **June 30, 2019** or until terminated according to Section X, captioned TERMINATION.

III. PLAN; PLAN MODIFICATIONS

- A. County Community Corrections Plan: COUNTY will create a County Community Corrections Plan meeting the requirements of ORS 423.525 outlining the basic structure of supervision, services, and local sanctions to be applied to Offenders sentenced or convicted of felonies and on supervision in the county. The Plan consists of program descriptions and budget allocations and is included by this reference as part of this Agreement. The Plan must be received and approved by DEPARTMENT before disbursements can be made by COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. COUNTY may modify the Plan according to ORS 423.525 and the administrative rules thereunder governing the support and development of County Corrections Programs. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.

IV. AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties.

V. DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility for correctional supervision and services within its jurisdiction, as outlined in the Plan.
- B. COUNTY shall designate a Community Corrections Manager.
- C. COUNTY will meet the goals for community corrections in Oregon described below:
 - 1. Reduce Criminal Behavior
 - a. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from initial admission to probation.
 - b. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from first release to parole/post-prison supervision.
 - 2. Enforce Court, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority Orders:
 - a. Indicator: the percentage of positive case closures for Offenders on parole/post-prison supervision.
 - b. Indicator: the percentage of positive case closures for Offenders on probation.
 - 3. Assist Offenders to Change:
 - a. Indicator: employment rates for Offenders.
 - b. Indicator: substantial compliance with treatment requirements.
 - 4. Provide Reparation to Victims and Community
 - a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.

- b. Indicator: the percentage of community service hours provided by Offenders.

- D. Except as otherwise provided by the DEPARTMENT's rules or orders, COUNTY will adopt and implement a continuum of administrative sanctions used by DEPARTMENT and the Board of Parole and Post-Prison Supervision for violators of conditions of probation, parole and post-prison supervision as authorized by ORS 144.106, 144.334, 144.343 and 137.540 and the rules thereunder. COUNTY will manage local control post-prison supervision in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.

- E. COUNTY will follow the Oregon Administrative Rules (OAR's) applicable to community corrections, including but not limited to the following:
 - 1. Computerized Information System Access and Security OAR 291-005-0005 through 291-005-0075.
 - 2. Case Transfer, OAR 291-019-0100 through OAR 291-019-0160.
 - 3. Searches, OAR 291-028-0100 through OAR 291-028-0115.
 - 4. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0360.
 - 5. Pre-sentence Investigation, OAR 291-038-0005 through 291-038-0060.
 - 6. Structured, Intermediate Sanctions OAR 291-058-0010 through OAR 291-058-0070.
 - 7. Short-term Transitional Leave, OAR 291-063-005 through 291-063-0060.
 - 8. Records Management, OAR 291-070-0100 through OAR 291-070-0140.
 - 9. Community Case Management, OAR 291-078-0005 through OAR 291-078-0031.
 - 10. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0160.
 - 11. Interstate Compact, OAR 291-180-0106 through OAR 291-180-0275.
 - 12. Sex Offenders, Special Provisions, OAR 291-202-0010 through 291-202-0130.
 - 13. Active and Inactive Probation, OAR 291-206-005 through 291-206-0030.
 - 14. Earned Discharge, OAR 291-209-0010 through 291-209-0070.
 - 15. Dangerous Offenders, OAR Chapter 255, Divisions 36 and 37.
 - 16. Release to Post-Prison Supervision or Parole and Exit Interviews, OAR Chapter 255, Division 60.
 - 17. Conditions of Parole and Post-Prison Supervision, OAR Chapter 255, Division 70.

18. Procedures for Response to Parole and Post-Prison Supervision Condition Violations for Offenders Under the Jurisdiction of the Board of Parole and Post-Prison Supervision or Local Supervisory Authority, OAR Chapter 255, Division 75.
 19. Active and Inactive Parole and Post-Prison Supervision, OAR Chapter 255, Division 94.
 20. Archiving, OAR Chapter 166.
- F. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:
1. Federal Code, Title 5 USCA 7201 et seq. - Anti-discrimination in Employment.
 2. Oregon Statutes, Enforcement of Civil Rights: ORS 659A.009, 659A.006, and 659A.030.
 3. Americans with Disabilities Act.
- G. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate [. . .] in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information Systems in a complete, accurate, and timely manner. COUNTY agrees to, and does hereby grant DEPARTMENT the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- H. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- I. COUNTY will follow DEPARTMENT prescribed allotment and expenditure reporting system and shall provide this information on each discrete program in the COUNTY Corrections Plan. This system will be used for controlling County Corrections Grant funds by DEPARTMENT and to provide suitable records for an audit. COUNTY will make available to the DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this

Agreement. If funding is reduced below the amount set out in ORS 423.483, the County may elect to terminate pursuant to Section X, below.

- K. COUNTY will participate in all of the systems that comprise the Statewide Evaluation and Information Systems. COUNTY will enter and keep current information on offenders under supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.
- L. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation Offenders that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- M. COUNTY will comply with ORS 182.515-182.525. Programs identified by the Community Corrections Commission and receiving any state grant funds shall be evidence based. Evidence based programs are delivered consistent with the findings in research about what works best to reduce recidivism.

VI. DEPARTMENT RESPONSIBILITIES

- A. DEPARTMENT will furnish to COUNTY, in a timely manner, those procedures, directives, records, documents and forms required for COUNTY to meet its obligations.
- B. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. This data includes, but is not limited to details regarding outcomes noted in Subsection V(C). DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- C. DEPARTMENT agrees to provide COUNTY an opportunity to review and comment on all new or revised administrative rules that have fiscal or programmatic impact on COUNTY.
- D. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.

- E. If COUNTY ceases to participate in County Corrections programs as described in ORS Chapter 423, DEPARTMENT may recover title and possession to property previously transferred to COUNTY or purchased by COUNTY with County Corrections Grant funds.
- F. DEPARTMENT grants to COUNTY continual access to the DEPARTMENT's computer system at no charge to COUNTY. All costs (including but not limited to any equipment or software upgrades) to ensure this access however, is the responsibility of COUNTY. If DEPARTMENT's computer is used in any way other than for pass-through of COUNTY data to the DEPARTMENT's system, COUNTY will provide support for additional activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restrictions on the software, if any. If COUNTY uses DEPARTMENT's data circuits or network connections to access a third party jail management system, the terms of the attached Exhibit B apply. If DEPARTMENT determines that COUNTY has not complied with the terms of Exhibit B, DEPARTMENT may immediately suspend COUNTY access to DEPARTMENT's computer system.
- G. DEPARTMENT's Community Corrections Division will administer the provisions of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation Offenders that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- H. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- I. DEPARTMENT will provide technical assistance to COUNTY on changes in Oregon Statutes and Oregon Administrative Rules.

VII. FUNDS

- A. The Budget Summary, Exhibit A, lists the County Corrections Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. The Plan and Intergovernmental agreement (IGA) must be received by the DEPARTMENT from the COUNTY. After receipt of both the Plan and IGA, DEPARTMENT will authorize payments to the COUNTY as scheduled in this Section VII.

- C. The first payment to COUNTY will occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter.
- D. The DEPARTMENT will disburse to COUNTY one eighth of the County Correction Grant Funds authorized under this Agreement within 15 days of each of the following dates; 7/1/17, 10/1/17, 1/1/18, 4/1/18, 7/1/18, 10/1/18, 1/1/19, and 4/1/19.

DEPARTMENT's obligation to disburse County Correction Grant Funds is subject to satisfaction, on the date of each disbursement, of each of the following conditions:

- 1. COUNTY is in compliance with all terms and conditions of this Agreement;
 - 2. This Agreement has not been terminated; and
 - 3. DEPARTMENT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.
- E. Both parties agree that all reallocations of funds between or within programs shall require a County Community Corrections Plan Modification, except that COUNTY may reallocate up to ten percent of funds in any budget category in the approved Plan between or within programs without a County Community Corrections Plan Modification. COUNTY shall notify DEPARTMENT in writing of such reallocation within 30 days after making the reallocation.
 - F. Unexpended Funds: Fund balances remaining at the termination of this agreement may be retained by the COUNTY, upon approval by the DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
 - G. Supervision fees collected by COUNTY will be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release pursuant to ORS 423.570 and its administrative rules, as amended from time to time.
 - H. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from payment or refunded to DEPARTMENT upon request.

- I. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an ongoing partner for all County Corrections appropriations provided by the State of Oregon Legislature according to ORS 423.475 to 423.565.
- J. Funding for Sexually Violent Dangerous Offenders: Funding for the intensive supervision of Offenders designated as sexually violent dangerous offenders by the Court or Board of Parole and Post-Prison Supervision is limited to the amount appropriated for this specific program.
- K. In the event that the COUNTY retains funds to spend in the next biennium under Subsection VII(F), then Subsections VII (D)-(G) and (I)-(J) will survive termination or expiration of this Agreement.

VIII NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee shall annually review COUNTY's compliance with this Agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with this Agreement or Plan, DEPARTMENT shall contact COUNTY regarding the alleged noncompliance and offer technical assistance to reach compliance. If COUNTY does not resolve the alleged noncompliance, DEPARTMENT shall, after giving COUNTY not less than 30 calendar days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance, which may include peer review or other assistance, is provided and the hearing occurs, DEPARTMENT may suspend any portion of the funding made available to COUNTY under ORS 423.500 to 423.560 until County complies as required.
- C. In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.

IX INDEMNIFICATION See Exhibit C

X TERMINATION

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written Amendment.

- B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of this Agreement including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- C. If COUNTY chooses to discontinue participation in the Plan as described in this Agreement and ORS 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the DEPARTMENT's Director or the Director's designee not less than 180 calendar days before the date on which COUNTY intends to discontinue its participation. Termination of COUNTY participation may occur only at the end of a month. This Agreement will terminate on the same date that COUNTY discontinues its participation in the Plan.
- D. If COUNTY terminates participation, the following will apply:
1. The responsibility for correctional services transferred to COUNTY and any unused County Corrections Grant funds will revert to DEPARTMENT.
 2. In no case does responsibility for supervision and provision of correctional services to misdemeanor Offenders revert to DEPARTMENT.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding as described in ORS 423.483, County may terminate the Agreement as described herein.

XI COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279B.220, 279B.230,

279B.235 and 279B.270, as amended from time to time, which are made applicable to this Agreement and incorporated herein by this reference. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require County or Department to act in violation of state or federal law or the Constitution of the State of Oregon.

XII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration or termination, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of: (i) the date that is not less than three years following the Agreement expiration or termination date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees that full access to DEPARTMENT will be provided in preparation for and during litigation and that copies of applicable records shall be made available upon request and payment by DEPARTMENT for the COUNTY's cost to produce the copies.

XIII SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, IX, X, XI, XII, XIII, and XIV.

XIV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XV WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVI EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVII MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, wither verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

CLACKAMAS COUNTY
BOARD OF COMMISSIONERS

Jeremiah Stromberg, Asst. Director

Chair

Date

Date

Approved for Legal Sufficiency
Oregon Attorney General's Office:

/s/ Cynthia Byrnes per email dated 6/7/17
Assistant Attorney General

EXHIBIT A

**BUDGET SUMMARY
CLACKAMAS COUNTY
(to be added by DEPARTMENT after
COUNTY submission of the County Corrections Plan)**

EXHIBIT B

CLACKAMAS COUNTY

NETWORK ACCESS BY COUNTY

1. COUNTY jail users will be permitted to use existing DEPARTMENT data circuits to access third party systems. Access is permitted for jail management system application users only. COUNTY jail users will not be permitted to use DEPARTMENT circuits for video conferencing, Real Audio, Internet access, applications that require large amounts of bandwidth, or other jail management software online service or system unless approved by DEPARTMENT. COUNTY jail users will be permitted to use DEPARTMENT's data circuits for video image transmissions using a NIST standard (available from DEPARTMENT upon request).

- A. All network traffic covered by this agreement will employ TCP/IP network protocols.
- B. DEPARTMENT will continue its policy of only providing one router to each county. This means that if COUNTY's jail and the parole and probation office are located in separate buildings, COUNTY will be responsible for providing a connection between the two buildings.

2. COUNTY understands and acknowledges that DEPARTMENT is subject to the public records provision of ORS 192.410 through 192.505 and other applicable laws and administrative rules which establish uniform guidelines and procedures for the release of information from DEPARTMENT's computer system.

**EXHIBIT C
INDEMNIFICATION
CLACKAMAS COUNTY**

Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a

contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and the Department may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



August 24, 2017

DRAFT

Oregon Department of Corrections
2575 Center St. NE
Salem, Oregon 97301-4667

This letter is to inform you on August 24, 2017, at the Clackamas County Board of Commissioners (BCC) Business meeting, the Board formally approved Intergovernmental Agreement No's. 5451 and 5420 between Clackamas County Community Corrections and the Oregon State Department of Corrections and submission of the 2017-2019 Community Corrections Biennial Plan. (BCC Agenda items F.1 and F.2).

Thank you.

Sincerely,

CLACKAMAS COUNTY
BOARD OF COMMISSIONERS

Jim Bernard, Chair
On Behalf of the Clackamas County Board of Commissioners

**2017 - 2019
CLACKAMAS COUNTY
SHERIFF'S OFFICE**



**Community Corrections Division
Biennial Plan**

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Clackamas County
2017-2019 Community Corrections Biennial Plan

Department of Corrections 2575 Center Street NE Salem, Oregon 97301-4667	<i>For Office Use Only</i> Date Received:
Address: 1024 Main St, Oregon City OR, 97045 Phone: 503-655-8715 Fax: 503-650-8942	
Community Corrections Director/Manager: Captain Jenna Morrison Address: 1024 Main St, Oregon City OR, 97045 Phone: 503-655-8725 Fax: 503-650-8942 Email: JMorrison@clackamas.us	
Sheriff: Craig Roberts Address: 9101 SE Sunnybrook Blvd, Clackamas OR, 97015 Phone: 503-785-5000 Fax: 503-785-5035 Email: CraigRob@clackamas.us	
Jail Manager: Captain Lee Eby Address: 2206 Kaen Rd, Oregon City OR, 97045 Phone: 503-722-6760 Fax: Email: LeeEby@clackamas.us	
Supervisory Authority: Captain Jenna Morrison Address: 1024 Main St, Oregon City OR, 97045 Phone: 503-655-8725 Fax: 503-650-8942 Email: JMorrison@clackamas.us Supervisory Authority: Address: Phone: Fax: Email:	
LPSCC Contact: Christina McMahan Address: 1024 Main St, Oregon City OR, 97045 Phone: 503-650-3171 Fax: 503-655-8448 Email: CMcMahan@clackamas.us	
<u>Biennial Budget</u>	
State Grant-in-Aid Fund:	<u>\$16,631,677.00</u>
Inmate Welfare Release Subsidy Fund:	<u>\$45,459.00</u>
DOC M57 Supplemental Fund:	<u>\$650,852.00</u>
Treatment Transition Fund:	<u>\$0.00</u>
CJC Justice Reinvestment Grant:	<u>\$0.00</u>
CJC Treatment Court Grant:	<u>\$0.00</u>
County General Fund:	<u>\$9,093,876.00</u>
Supervision Fees:	<u>\$1,400,000.00</u>
Other Fees:	<u>\$264,000.00</u>
Other State or Federal Grant:	<u>\$171,032.00</u>
Other:	<u>\$4,937,510.00</u>
<u>Total:</u>	<u>\$33,194,406.00</u>

BCC letter



Local Public Safety Coordinating Council
Christina McMahan, Chair

August 16, 2017

Clackamas County Board of Commissioners
Public Services Building
2051 Kaen Road
Oregon City, Oregon 97045

Dear Commissioners:

The Clackamas County Local Public Safety Coordinating Council recommends approval of the Community Corrections Division Biennial Plan for 2017--2019. The Plan was presented by the Council at its regular meeting on July 17, 2017.

The Plan provides a comprehensive review of all programs offered at Community Corrections. The programs outlined create a continuum of services and sanctions for adult offenders focusing on evidence based practices. The Council is pleased to offer its support.

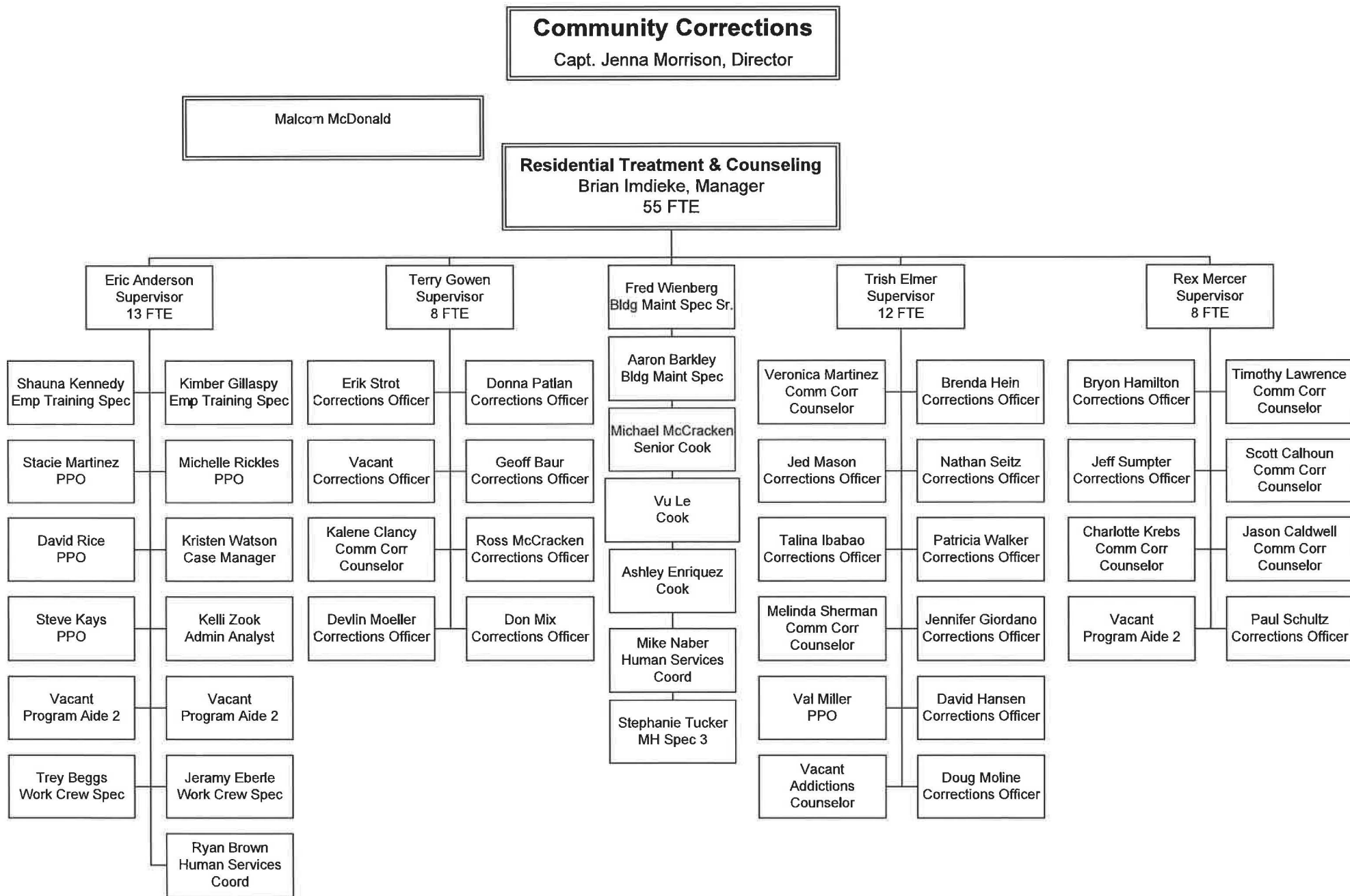
Sincerely,

Christina McMahan, Chair
Clackamas County Local Public Safety Coordinating Council

enc: Community Corrections Division Biennial Plan for 2017-2019

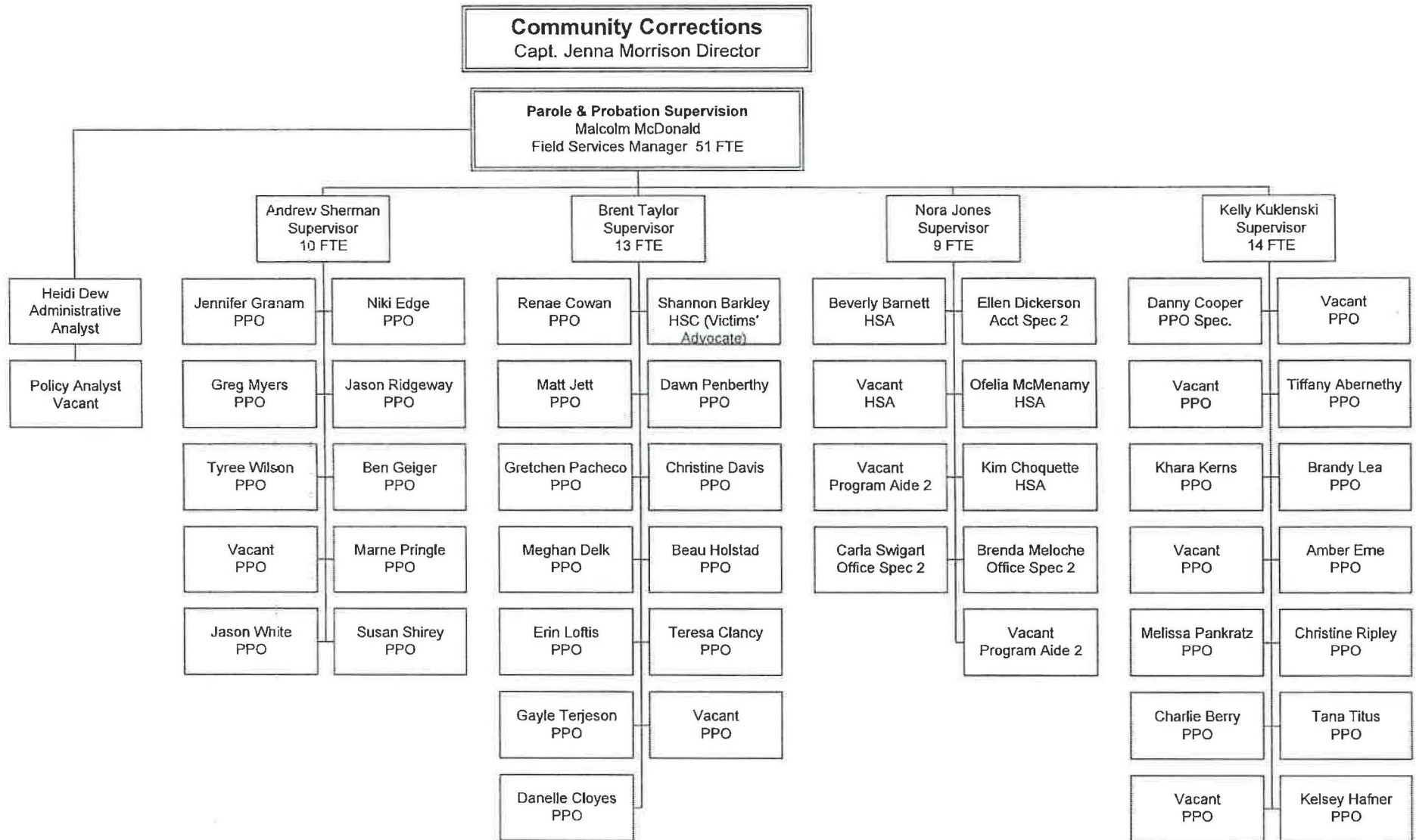
ORGANIZATIONAL CHARTS

Community Corrections Organizational Chart FY 2017-2019



Total Dept. FTE 106

Community Corrections Organizational Chart FY 2017-2019



PROGRAM DESCRIPTIONS

Program Name:	Office of the Director - 00
Program Category:	Administration
Program Description:	<p>The Community Corrections Administration is made up of the Sheriff, the Community Corrections Director*, 2 Community Corrections Managers, 7 Community Corrections Supervisors, 1 Program Supervisor, 1 Administrative Analyst, 7 Support Staff, 3 Kitchen Staff, 2 Maintenance Staff, and 1 Mental Health Specialist 3. The Director is responsible for budget pre-authorization, policy development oversight, community education, liaison with the Local Public Safety Coordinating Council, and the development/implementation of new programming. The Community Corrections Managers are responsible for managing the day-to-day operations of all Parole and Probation programs and Residential Services & Transitional Services programs. The Managers support the Director and act in her absence. The Community Corrections Supervisors provide direct supervision of staff. The Program Supervisor provides direct supervision as well as financial and budgetary accounting. The Administrative Analyst supports the management team and provides personnel support for the agency as a whole. The Mental Health Specialist 3 provides program oversight and clinical support. Support Staff provides operational support to daily operations. Kitchen staff are responsible for meals and meal planning for Residential Services. Maintenance Staff provide the maintenance for Residential Services and the Haven House.</p> <p>The Community Corrections Director has been delegated the responsibilities of the Supervising Authority regarding Community Corrections operations.</p> <p>This program is designated 24 FTE.</p> <p>*The Community Corrections Director is a Captain in the Sheriff's Office and is not a Community Corrections FTE.</p>
Program Objectives:	The purpose of the Office of the Director is to provide innovative leadership, motivation and administrative services to Community Corrections and the Sheriff's Office so they can create a high performance, resilient, customer-focused culture of innovation.
Method(s) of Evaluation:	<ol style="list-style-type: none"> 1. The Director will approve the budget, Intergovernmental Agreements, personal services contracts, and operational policies and procedures to ensure the Mission is being accomplished as efficiently as possible. 2. The Community Corrections Managers will ensure that all programs will operate within the proposed budget and guidelines of the Community Corrections Plan. They will also ensure that information is communicated to staff regarding agency changes and needs and develop operational policies and procedures. 3. The Community Corrections Supervisors will ensure that staff are performing to Agency and State standards. 4. The Program Supervisor will provide oversight and monitor budgetary expenditures to ensure compliance. She will support management and act as a liaison between County Finance. 5. The Administrative Analyst will act as the liaison between Community Corrections and County Employee Services. She will also maintain accurate records of staff training. 6. The Mental Health Specialist will assess all programs and provide oversight and recommendations. She will train staff and provide clinical oversight. 7. Support Staff will ensure that information is entered correctly and in compliance with State standards. 8. Kitchen Staff will ensure that Residential Services clients are provided meals. 9. Maintenance Staff will be responsible for the routine upkeep and repair of program buildings.

Monthly Average to be Served: n/a

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low
- Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(i.e., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$5,510,486.00
<input type="checkbox"/> Inmate Welfare Release Subsidy Fund	_____
<input type="checkbox"/> DOC M57 Supplemental Fund	_____
<input type="checkbox"/> Treatment Transition Fund	_____
<input type="checkbox"/> CJC Justice Reinvestment Grant	_____
<input type="checkbox"/> CJC Treatment Court Grant	_____
<input checked="" type="checkbox"/> County General Fund	\$2,718,838.00
<input type="checkbox"/> Supervision Fees	_____
<input type="checkbox"/> Other Fees (revenue)	_____
<input type="checkbox"/> Other State or Federal Grant	_____
Other: Please Identify	
<input checked="" type="checkbox"/> Carryover funds	\$1,955,714.00
<input checked="" type="checkbox"/> Misc revenue	\$400.00
<input checked="" type="checkbox"/> Interest	\$32,000.00

Additional Comments:

Program Name:	Residential Treatment and Counseling Program – Men's Work Release - 06201
Program Category:	Custodial/Sanction Beds
Program Description:	Men's Work Release is a residential work release program using 48 beds at the Corrections Center. The Men's Work Release program provides structured, residential alternatives to jail or other custodial sanctions. Services include transitional assistance for Clackamas County Community Corrections clients, sanctioning and sentencing options for parole, post-prison, probation, and conditional release clients. The Men's Work Release targets high and medium-high risk clients to reoffend. Cognitive groups use validated curriculum to assist clients in changing their behaviors. Clients engage in job readiness groups and examine their barriers to finding work and ways to overcome them. 12 FTE is designated to Men's Work Release
Program Objectives:	<ol style="list-style-type: none"> 70% of clients in work release for 30 days or more shall successfully complete the work release program. 90% of clients will have either full time employment or schooling at release. 95% of clients will pass random drug/alcohol tests while in work release. 80% of clients shall attend cognitive groups. 95% of clients on supervision shall have an approved transition plan which addresses their identified criminogenic needs at the time of their release.
Method(s) of Evaluation:	Annual statistics; review of the cognitive group attendance and completion; abscond/escape data review.

Monthly Average to be Served: 42

Type of Offender(s) Served:

- Probation
 Parole/Post-Prison
 Local Control

Crime Category:

- Felony
 Misdemeanor

Gender:

- Male
 Female

Risk Level:

- High
 Medium
 Low
 Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(i.e., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
n/a		<input type="checkbox"/> Yes <input type="checkbox"/> No	
n/a		<input type="checkbox"/> Yes <input type="checkbox"/> No	
n/a		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$1,590,334.00
<input type="checkbox"/> Inmate Welfare Release Subsidy Fund	_____
<input type="checkbox"/> DOC M57 Supplemental Fund	_____
<input type="checkbox"/> Treatment Transition Fund	_____
<input type="checkbox"/> CJC Justice Reinvestment Grant	_____
<input type="checkbox"/> CJC Treatment Court Grant	_____
<input checked="" type="checkbox"/> County General Fund	\$809,398.00
<input type="checkbox"/> Supervision Fees	_____
<input checked="" type="checkbox"/> Other Fees (revenue)	\$120,000.00
<input type="checkbox"/> Other State or Federal Grant	_____

Other: Please Identify

-
-
-

Additional Comments: Other Fees revenue are client maintenance fees paid to Residential Services.

Program Name:	Residential Treatment and Counseling – Women's Work Release - 06202
Program Category:	Custodial/Sanction Beds
Program Description:	<p>Women's Work Release is a residential work release program using 6 beds at the Women's Center. The Women's Work Release program provides structured, residential alternatives to jail or other custodial sanctions. Services include transitional assistance for Clackamas County Community Corrections clients, sanctioning and sentencing options for parole, post-prison, probation, and conditional release clients. The Women's Work Release targets high and medium-high risk clients to reoffend. Cognitive groups use validated curriculum to assist clients in changing their behaviors. Clients engage in job readiness groups and examine their barriers to finding work and ways to overcome them</p> <p>3 FTE is designated to Women's Work Release.</p>
Program Objectives:	<ol style="list-style-type: none"> 70% of clients in work release for 30 days or more shall successfully complete the work release program. 90% of clients will have either full time employment or schooling at release. 95% of clients will pass random drug/alcohol tests while in work release. 80% of clients shall attend cognitive groups. 95% of clients on supervision shall have an approved transition plan which addresses their identified criminogenic needs at the time of their release.
Method(s) of Evaluation:	Annual statistics; review of the cognitive group attendance and completion; abscond/escape data review.

Monthly Average to be Served: 6

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low
- Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(i.e., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$340,786.00
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund _____
- Treatment Transition Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund \$413,802.00
- Supervision Fees _____
- Other Fees (revenue) \$24,000.00
- Other State or Federal Grant _____

Other: Please Identify

Additional Comments: Other Fees revenue are client maintenance fees paid to Residential Services.

Program Name:	Residential Treatment and Counseling - Women's Corrections Substance Abuse Program (WCSAP) - 06203/00108
Program Category:	Substance Abuse
Program Description:	The Women's Corrections Substance Abuse Program (WCSAP) is a residential alcohol and drug treatment program using 24 beds at the Women's Center. WCSAP targets felony convicted high and medium-high risk to reoffend females on supervision. Participants are on parole, post-prison supervision or probation with Clackamas County Community Corrections. WCSAP is approximately one year in length with a minimum of six months in residence at the Women's Center, but may last longer depending on the client's needs. Treatment is provided by licensed Mental Health Therapists and Community Correction's Counselors who specialize in both addictions and criminality. Focus is placed on treatment for substance abuse as well as criminal conduct. Treatment curriculum is evidenced based and addresses each participant's assessed risk and needs. 7 FTE is designated to WCSAP
Program Objectives:	1. 90% of clients will have either full time employment or schooling at release. 2. 70% of clients will successfully complete phase III of WCSAP. 3. 100% of clients who are completing phase III will have an approved community transition plan prior to release. 4. 65% of clients graduating from WCSAP will not be arrested for new crimes 1 year following graduation.
Method(s) of Evaluation:	Annual statistics, CPC Audit.

Monthly Average to be Served: 24

Type of Offender(s) Served:

- Probation
 Parole/Post-Prison
 Local Control

Crime Category:

- Felony
 Misdemeanor

Gender:

- Male
 Female

Risk Level:

- High
 Medium
 Low
 Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
WCSAP	Criminality/Substance Abuse	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	53%
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$811,134.00
<input type="checkbox"/> Inmate Welfare Release Subsidy Fund	_____
<input checked="" type="checkbox"/> DOC M57 Supplemental Fund	\$270,764.00
<input type="checkbox"/> Treatment Transition Fund	_____
<input type="checkbox"/> CJC Justice Reinvestment Grant	_____
<input type="checkbox"/> CJC Treatment Court Grant	_____
<input checked="" type="checkbox"/> County General Fund	\$618,930.00
<input type="checkbox"/> Supervision Fees	_____
<input checked="" type="checkbox"/> Other Fees (revenue)	\$20,000.00

Other State or Federal Grant

Other: Please Identify

reimb for Drug Court beds

\$24,840.00

Criminal Fines Act

\$85,516.00

Additional Comments: Other Fees revenue are client maintenance fees paid to Residential Services.

Program Name:	Residential Treatment and Counseling Services - Men's Corrections Substance Abuse Program (MCSAP) - 06204
Program Category:	Substance Abuse
Program Description:	The Men's Corrections Substance Abuse Program (MCSAP) is a residential alcohol and drug treatment program using 32 beds at the Corrections Center. MCSAP targets felony convicted high and medium-high risk to reoffend males on supervision. Participants are on parole, post-prison supervision or probation with Clackamas County Community Corrections. MCSAP is approximately one year in length with a minimum of six months in residence at the Corrections Center, but may last longer depending on the client's needs. Treatment is provided by licensed Mental Health Therapists and Community Correction's Counselors who specialize in both addictions and criminality. Focus is placed on treatment for substance abuse as well as criminal conduct. Treatment curriculum is evidenced based and addresses each participant's assessed risk and needs. 5 FTE is designated to MCSAP.
Program Objectives:	1. 90% of clients will have either full time employment or schooling at release. 2. 70% of clients will successfully complete phase III of MCSAP. 3. 100% of clients who are completing phase III will have an approved community transition plan prior to release. 4. 65% of clients graduating from MCSAP will not be arrested for new crimes 1 year following graduation.
Method(s) of Evaluation:	Annual statistics, CPC Audit.

Monthly Average to be Served: 28

Type of Offender(s) Served:

- Probation
 Parole/Post-Prison
 Local Control

Crime Category:

- Felony
 Misdemeanor

Gender:

- Male
 Female

Risk Level:

- High
 Medium
 Low
 Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(i.e., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
CSAP	Criminality/Substance Abuse	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	55%
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$1,060,222.00
<input type="checkbox"/> Inmate Welfare Release Subsidy Fund	_____
<input checked="" type="checkbox"/> DOC M57 Supplemental Fund	\$380,088.00
<input type="checkbox"/> Treatment Transition Fund	_____
<input type="checkbox"/> CJC Justice Reinvestment Grant	_____
<input type="checkbox"/> CJC Treatment Court Grant	_____
<input checked="" type="checkbox"/> County General Fund	\$381,700.00
<input type="checkbox"/> Supervision Fees	_____
<input checked="" type="checkbox"/> Other Fees (revenue)	\$40,000.00

<input type="checkbox"/> Other State or Federal Grant	<hr/>
Other: Please Identify	<hr/>
<input checked="" type="checkbox"/> reimb for Drug Court beds	<hr/> \$24,840.00
<input checked="" type="checkbox"/> Criminal Fines Act	<hr/> \$85,516.00
<input type="checkbox"/>	<hr/>

Additional Comments: Other Fees revenue are client maintenance fees paid to Residential Services.

Program Name:	Parole and Probation Supervision Program: Reduced Supervision Unit and Misdemeanor DUII Supervision - 06206
Program Category:	Supervision
Program Description:	This program provides supervision of low risk justice involved adults on community supervision for felony and misdemeanor crimes that do not have a sex offense or domestic violence element. Additionally this program provides community supervision for justice involved adults on community supervision for misdemeanor DUII only. The program is designated 3 FTE.
Program Objectives:	1. 75% of low risk justice involved adults on reduced community supervision will successfully complete their supervised probation. 2. 75% of Clackamas County misdemeanor DUII supervision offenders will successfully complete their supervised probation. 3. 90% of cases will be closed with restitution and/or compensatory fines paid in full.
Method(s) of Evaluation:	Monthly and annual statistics.

Monthly Average to be Served: 650

Type of Offender(s) Served:

- Probation
 Parole/Post-Prison
 Local Control

Crime Category:

- Felony
 Misdemeanor

Gender:

- Male
 Female

Risk Level:

- High
 Medium
 Low
 Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- | | |
|--|--------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund | \$406,704.00 |
| <input type="checkbox"/> Inmate Welfare Release Subsidy Fund | _____ |
| <input type="checkbox"/> DOC M57 Supplemental Fund | _____ |
| <input type="checkbox"/> Treatment Transition Fund | _____ |
| <input type="checkbox"/> CJC Justice Reinvestment Grant | _____ |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input checked="" type="checkbox"/> County General Fund | \$225,804.00 |
| <input type="checkbox"/> Supervision Fees | _____ |
| <input type="checkbox"/> Other Fees (revenue) | _____ |
| <input type="checkbox"/> Other State or Federal Grant | _____ |
| Other: Please Identify | |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |

Additional Comments:

Program Name:	Parole and Probation Supervision Program: General Community Supervision/Drug Court/Pre-Sentence Investigation - 06208
Program Category:	Supervision
Program Description:	<p>This program provides supervision of Medium and High risk justice involved adult males on community supervision for felony and misdemeanor crimes that do not have a sex offense of domestic violence component. Supervision includes, but is not limited to, office contacts, residence checks, monitoring and collection of court-ordered financial obligations, imposition of structured sanctions, work crew and community service placements, referrals to treatment and cognitive programming, assessment of offender risk and monitoring for substance abuse. Case management activities are directed primarily to High and Medium risk offenders.</p> <p>Clackamas County Adult Drug Court diverts eligible male and female probationers who would otherwise be facing jail or a Department of Corrections prison sentences and utilizes community resources to address their chronic substance abuse and other related issues. It provides a voluntary opportunity to become clean and sober by changing the offender's thinking through intensive outpatient treatment. The supervising officer verifies treatment as well as AA attendance, provides input at weekly staff meetings, attends weekly court hearings and provides community supervision.</p> <p>Pre-Sentence Investigations are provided to Clackamas County courts, when requested, and include information concerning convicted offenders, prior to sentencing, utilizing a standard PSI format in accordance with ORS 137.077, 137.079, 144.120, 144.185, 144.791, 179.040, 423.020, 423.030 and 423.075.</p> <p>This program is designated 18 FTE.</p>
Program Objectives:	<p>1. All eligible High and Medium level offenders will be assessed using the Level of Service/Case Management Inventory (LS/CMI) which is an evidence based risk assessment tool. A case plan will be completed on each High and Medium risk offender and maintained throughout supervision.</p> <p>2. Clackamas County will meet or exceed statewide performance averages in offender employment rates, treatment completion, restitution collection, community service and positive case closure; overall recidivism will remain at or below the statewide performance standard.</p> <p>4. Supervising officers will use all reasonable means to locate an offender before closing a case to "Warrant" status.</p> <p>5. At least 6000 random urine samples will be obtained from eligible offenders biennially to be tested for the presence of controlled substances. Positive readings for controlled substances will not exceed 10%.</p> <p>6. 100% of all Presentence Investigation Reports will be completed by the date ordered by the Court, be in compliance with all Oregon Revised Statutes and will include Evidenced Based Practices criteria.</p>
Method(s) of Evaluation:	Clackamas County will collect data and report annually on conformance with statewide performance outcomes.

Monthly Average to be Served: 1300

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low
- Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (i.e., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$2,518,392.00
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund _____
- Treatment Transition Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund _____
- Supervision Fees \$1,400,000.00
- Other Fees (revenue) _____
- Other State or Federal Grant _____
- Other: Please Identify
- _____
- _____
- _____

Additional Comments:

Program Name:	Community Service Program - 06209
Program Category:	Community Service and Work Crew
Program Description:	The community service program provides for the placement and monitoring of clients to perform work crew or community service as ordered by the court, supervisory authority, or the parole board. Community service is ordered as a condition of bench probation, formal, probation, or as a sanction for violations of probation or post-prison supervision conditions. The program is currently staffed by a full-time Community Service Coordinator, and two full-time Work Crew Specialists. In addition, the program operates with approximately 4-6 on-call temporary, part-time work crew supervisors. The program operates 2-3 work crews per day during the week, and 3-4 work crews on Saturdays and Sundays. The crews supply labor to various public agencies and private/nonprofit entities throughout the County. This program is designated 3 FTE.
Program Objectives:	1. 80% of clients sentenced to perform work crew or community service as a condition of supervision or as an alternative sanction will successfully complete the obligation. 2. Clients in the Community Service Program will provide a minimum of 80,000 hours of work crew or non-work crew community service biennially.
Method(s) of Evaluation:	Annual audit of Community Services Program statistics Contractors provide annual evaluations of services

Monthly Average to be Served:

Type of Offender(s) Served:

- Probation
 Parole/Post-Prison
 Local Control

Crime Category:

- Felony
 Misdemeanor

Gender:

- Male
 Female

Risk Level:

- High
 Medium
 Low
 Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
n/a		<input type="checkbox"/> Yes <input type="checkbox"/> No	
n/a		<input type="checkbox"/> Yes <input type="checkbox"/> No	
n/a		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund _____
 Inmate Welfare Release Subsidy Fund _____
 DOC M57 Supplemental Fund _____
 Treatment Transition Fund _____
 CJC Justice Reinvestment Grant _____
 CJC Treatment Court Grant _____
 County General Fund \$450,368.00
 Supervision Fees _____
 Other Fees (revenue) \$60,000.00
 Other State or Federal Grant _____
 Other: Please Identify
 Contracts for work crew services \$354,800.00

-
-

Additional Comments: Other Fees revenue are client Community Service fees.

Program Name:	Victim Services Program - 06210
Program Category:	Other Programs
Program Description:	<p>This program offers individual care to best meet a crime victim's specific needs and concerns regarding offender supervision. Direct services are available to all crime victims of offenders being supervised in Clackamas County, and to all Clackamas County crime victims of offenders on supervision throughout the United States. Services may include educating the victim about their statutory rights within the criminal justice system and assisting with the exercise of those rights within the system in general, and within community corrections in particular. The most significant victim concern –safety– is addressed by an exploration of the most applicable legal options (criminal and/or civil), developing safety plans, staffing with the offender's Probation and Parole Officer, and making referrals to other agencies for additional support. Program staff participates in local, statewide, and national efforts relevant to victims of crime. Staff has created several brochures helping crime victims understand how the Corrections system works and where to find resources within the community for victims of domestic violence.</p> <p>This program is designated 1 FTE.</p>
Program Objectives:	<ol style="list-style-type: none"> 1. Contact with a minimum of 600 crime victims during the biennium. 2. Staff will partner with other agencies on a minimum of 3 collaborative projects per year. 3. Staff will develop internal staff trainings a minimum of twice a year.
Method(s) of Evaluation:	Supervisor review

Monthly Average to be Served: 30

Type of Offender(s) Served:

- Probation
 Parole/Post-Prison
 Local Control

Crime Category:

- Felony
 Misdemeanor

Gender:

- Male
 Female

Risk Level:

- High
 Medium
 Low
 Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(i.e., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- | | |
|--|--------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund | \$56,054.00 |
| <input type="checkbox"/> Inmate Welfare Release Subsidy Fund | _____ |
| <input type="checkbox"/> DOC M57 Supplemental Fund | _____ |
| <input type="checkbox"/> Treatment Transition Fund | _____ |
| <input type="checkbox"/> CJC Justice Reinvestment Grant | _____ |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input checked="" type="checkbox"/> County General Fund | \$147,958.00 |
| <input type="checkbox"/> Supervision Fees | _____ |
| <input type="checkbox"/> Other Fees (revenue) | _____ |
| <input type="checkbox"/> Other State or Federal Grant | _____ |

Other: Please Identify

Additional Comments:

Program Name:	Transitional Resource Program - Transition Services - 06211
Program Category:	Transition Services
Program Description:	<p>The Transition program is designed to enhance safety through effectively transitioning clients from state custody to the community. A transition officer is responsible for all persons released from the Oregon Department of Corrections Institutions to Clackamas County on parole or post-prison supervision. The transition officer conducts reach-in visits within the valley area DOC prisons on all inmates who are scheduled for release within 6 months of their release date. The transition officer conducts reach-in meetings via tele-conference for all inmates who are housed outside of the valley area. The transition officer conducts all Short Term Trans Leave investigations and ensures that a plan is in place for their release and time on transitional leave. This officer also coordinates housing needs for all offenders being release from DOC. The majority of releasees go to Bridges to Change Housing and mentor services.</p> <p>This program is designated 2 FTE.</p> <p>Bridges to Change provides a highly structured, safe, drug and alcohol-free living environment. It is designed to house up to fifty indigent offenders at any given time. The bulk of the program is comprised of an apartment complex and a house that is monitored by a staff person who lives in the apartment or house with the residents. Residents are required to submit to frequent drug and alcohol testing, attendance at AA/NA support meetings, daily residence/property searches, mandatory curfew, and household cleaning responsibilities. Residents must be involved in any programming recommended, including substance abuse treatment, sex offender treatment, job search, and cognitive skills classes. Residents may remain in alcohol and drug free housing for approximately 90 days providing they are working toward self-sufficiency and following the program rules.</p> <p>Residents are assigned to a mentor who assists them in job search, securing stable housing, crisis intervention and supports them in their recovery. Mentors also provide services to those who are not living in the alcohol and drug free housing. Five mentors are assigned to work with Field Services and two mentors are assigned to Residential Services.</p>
Program Objectives:	<ol style="list-style-type: none"> 1. Clients housed in DOC institutions being released to Clackamas County will be assessed through an interview process, either in person or via tele-conference and release plans will be developed. 2. 97% of clients scheduled to be released into the community will be contacted & interviewed by the transition officer within one to three months of their scheduled release date. 3. 100% of clients who remain in the Bridges to Change program will attend community support meetings. 4. Within 60 days of admission to the Bridges to Change program, 80% of clients will secure full-time employment. 5. Within 90 days of admission to the Bridges to Change program, 80% of clients will secure independent housing. 6. 100% of clients who remain in the Bridges to Change program will continue involvement or complete treatment. 7. 90% of clients will have no new arrests/violations while in the Bridges to Change program.
Method(s) of Evaluation:	Monthly reporting from Bridges to Change and annual statistics

Monthly Average to be Served: 145

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low
- Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$1,295,028.00
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund _____
- Treatment Transition Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund \$62,208.00
- Supervision Fees _____
- Other Fees (revenue) _____
- Other State or Federal Grant _____
- Other: Please Identify
- _____
- _____
- _____

Additional Comments:

Program Name:	Transitional Resource Program - Transition Center - 06212
Program Category:	Transition Services
Program Description:	<p>The purpose of the Transition Center is to reduce the recidivism to Clackamas County Jail (CCJ) and to reduce further criminal justice involvement. CCCC is partnering with CCJ to provide reach-in services and transitional planning for people being released from jail. The Transition Center which is located across the street from CCJ is a "one stop" place for assessment of immediate needs and referrals to resources. Resources at the Transition Center include employment, GED, case management, alcohol and drug services, mental health services and cognitive behavioral therapy. Additionally, the Transition Center provides a place for people to immediately engage in supervision activities upon their release from custody. Two Parole and Probation Officers are responsible for release planning for all clients incarcerated in the Clackamas County Jail to include assessments and case plans. These officers are stationed at the Transition Center and has access to the resources provided there. The Parole and Probation Officers coordinate services to begin pre-release and continue during incarceration and post release.</p> <p>Clackamas County Community Corrections will continue to partner with Clackamas County Health, Housing & Human Services Department, Community Solutions for Clackamas County to provide employment and training services to Community Corrections clients.</p> <p>Community Solutions for Clackamas County provides 1 position to assist in job development services and Community Corrections provides 2 positions. Together this team triages all Community Corrections clients from Parole & Probation, Residential Treatment and Counseling and the Transitional Resource Program. Job ready individuals go directly to the job developer while others are provided with counseling assessments and employability planning services to increase their job readiness. Individual appointments are scheduled as needed. The Employment Specialist's coordinate with other Community Corrections staff to ensure planning and coordination around client's employment needs.</p> <p>The Transition Center further facilitates the UA call in program for the Department and can engage clients reporting for testing for other services such as GED and other needs as they arise.</p> <p>This program is designated 11 FTE.</p>
Program Objectives:	<ol style="list-style-type: none"> 1. Clients housed at Clackamas County Jail will be assessed through an interview process, release plans will be developed for each client. 2. Jail recidivism will be reduced by 30% 3. The Transition Center will serve 400 clients per month. 4. At least 1500 clients will be referred for employment services biennially. 5. 50% of all offenders referred will obtain full time employment. 6. All clients referred to the program will receive ongoing job placement and referral services, on the job training opportunities and support services
Method(s) of Evaluation:	Performance evaluations, audits, annual reports

Monthly Average to be Served: 400

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low
- Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$298,270.00
<input type="checkbox"/> Inmate Welfare Release Subsidy Fund	_____
<input type="checkbox"/> DOC M57 Supplemental Fund	_____
<input checked="" type="checkbox"/> Treatment Transition Fund	_____
<input type="checkbox"/> CJC Justice Reinvestment Grant	_____
<input type="checkbox"/> CJC Treatment Court Grant	_____
<input checked="" type="checkbox"/> County General Fund	\$588,488.00
<input type="checkbox"/> Supervision Fees	_____
<input type="checkbox"/> Other Fees (revenue)	_____
<input type="checkbox"/> Other State or Federal Grant	_____
Other: Please Identify	
<input checked="" type="checkbox"/> Carryover funds	\$2,534,506.00
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Additional Comments:

Program Name:	Parole and Probation Supervision Program: Women's Team - 06213
Program Category:	Supervision
Program Description:	This program provides supervision of Medium and High risk justice involved female adults on community supervision for felony and misdemeanor crimes that do not have a sex offense or domestic violence component. Following evidence based practices, all supervision is gender specific and all officers on the women's team are female. Supervision includes, but is not limited to, office contacts, residence checks, monitoring and collecting court-ordered financial obligations, monitoring and completion of court-ordered conditions, imposition of structured sanctions, referral for treatment and cognitive programming, assessment of offender risk, and monitoring for substance abuse. This program is designated 4 FTE
Program Objectives:	1.All clients will be assessed using the Women's Risk Needs Assessment (WRNA) which is an evidence based risk assessment tool. 2.All High and Medium risk clients will have a case plan completed a minimum of 1 time every 6 months. 3.The Women's Team will use all reasonable means to locate an offender before closing a case to "Warrant" status and strive to keep warrant closure rates below 20%. 4.Random urine samples will be obtained from all clients with a history of substance abuse or when the supervising officer has reasonable grounds to suspect the offender has been using controlled substances and positive readings for controlled substances will not exceed 10%.
Method(s) of Evaluation:	Supervisor Reviews

Monthly Average to be Served: 200

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low
- Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(i.e., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$568,896.00
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund _____
- Treatment Transition Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund \$568,894.00
- Supervision Fees _____
- Other Fees (revenue) _____

Other State or Federal Grant

Other: Please Identify

Additional Comments:

Program Name:	Parole and Probation Supervision Program: Domestic Violence Team - 06214
Program Category:	Supervision
Program Description:	This program provides supervision of justice involved adults on community supervision for felony and misdemeanor domestic violence crimes that do not have a sex offense component. Supervision includes, but is not limited to, office contacts, residence checks, monitoring and collection of court-ordered financial obligations, monitoring and completion of court-ordered conditions, imposition of structured sanctions, referrals to treatment and cognitive programming, assessment of offender risk, and monitoring for substance abuse. This program is designated 4 FTE.
Program Objectives:	<ol style="list-style-type: none"> 1. Offenders will be referred to Batterers Intervention Program (BIP). 2. Offenders will complete the recommended BIP prior to expiration. Substance Abuse issues will be addressed prior to entering the BIP. 3. The Offender will be in a BIP for at least 12 weeks and have positive progress reports before consideration will be given to lifting the "no contact" order. 4. Safety planning and resources will be given to the victim prior to any contact being granted with the offender. 5. Victims will be referred to the Victim Advocate.
Method(s) of Evaluation:	Audit and Supervisor Review

Monthly Average to be Served: 260

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low
- Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$497,706.00
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund _____
- Treatment Transition Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund \$497,704.00
- Supervision Fees _____
- Other Fees (revenue) _____
- Other State or Federal Grant _____

Other: Please Identify

Additional Comments:

Program Name:	Parole and Probation Supervision Program: Sex Offender Supervision - 06215
Program Category:	Supervision
Program Description:	<p>This program provides supervision of justice involved adults on community supervision for felony and misdemeanor sex offense crimes or have a prior history of sexual offending. The sex offender supervision specialist is responsible for the assessment of all sex offenders using the Static 99R, the Stable 2000 and the Acute Risk Assessment tool or LSCMI. Supervision includes referrals to treatment, participating in treatment programming, monitoring treatment progress, coordinating subsidy housing placement, coordinating notification plans, scheduling polygraph examinations, conducting home and office contacts, and other duties related to caseload management. A specialists represent Clackamas County at the statewide Sex Offender Supervision Network meetings. Sex offenders who are successfully engaged in treatment, are working towards their full disclosure polygraph and have had no known significant violations may be eligible to be supervised on the low level sex offender supervision caseload.</p> <p>This program is designated 5 FTE.</p>
Program Objectives:	<ol style="list-style-type: none"> 1. A Parole & Probation Officer with specialized sex offender supervision training will supervise known sex offenders under supervision in Clackamas County. 2. All known qualifying sex offenders under supervision in Clackamas County will be assessed using the Static 99R, Stable 2000 and the Acute risk assessment tools. 3. Qualifying sex offender cases will be brought before the sex offender team for a determination of the type of notification. 4. All sex offenders will be evaluated by an approved provider and referred to any recommended treatment. 5. At least 70% of all sex offender cases will terminate as positive case closures. 6. 100% of eligible sex offenders will submit to polygraph examinations.
Method(s) of Evaluation:	Supervisor Review and Caseload Audit.

Monthly Average to be Served: 320

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low
- Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$619,692.00
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund _____
- Treatment Transition Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund \$619,692.00

- Supervision Fees
- Other Fees (revenue)
- Other State or Federal Grant

Other: Please Identify

-
-
-

Additional Comments:

<input type="checkbox"/> CJC Justice Reinvestment Grant	_____
<input type="checkbox"/> CJC Treatment Court Grant	_____
<input checked="" type="checkbox"/> County General Fund	\$121,712.00
<input type="checkbox"/> Supervision Fees	_____
<input type="checkbox"/> Other Fees (revenue)	_____
<input type="checkbox"/> Other State or Federal Grant	_____
Other: Please Identify	
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Additional Comments:

Program Name:	Parole and Probation Supervision Program: Mental Health Services, Housing and Supervision - 06217
Program Category:	Supervision
Program Description:	<p>This program provides supervision of justice involved adults on community supervision for felony and misdemeanor crimes who suffer from a mental illness with an Axis I Diagnosis in need of community based stabilization. A Parole and Probation Officer (PPO) with specialized training is assigned to supervise mentally ill offenders who are in need of community based stabilization or transition.</p> <p>The PPO works closely with mental health professionals and medical staff to ensure that clients are receiving mental health treatment and mental health medications. The PPO assists clients in accessing benefits such as Social Security and Medicare and Medicaid. Case planning is focused on community stabilization and transition to self-sufficiency.</p> <p>This PPO oversees two gender specific transitional houses for offenders with mental illness, Haven House 12 beds for men and Serenity 8 beds for women. Bridges to Change provides a mentor and a case manager to work specifically with these clients. The PPO is also assigned to supervise the participants in the Clackamas County Mental Health Court whose goal is to mitigate the risk to community safety by enhancing mental health treatment.</p> <p>This program is designated 1 FTE</p>
Program Objectives:	<ol style="list-style-type: none"> 1. Identify highest risk offenders on general caseloads for specialized mental health supervision. 2. Identify resources in the community to facilitate effective services for mentally ill offenders. 3. 85% of offenders on mental health caseload will successfully transition to stabilized environment. 4. 85% of offenders residing at the Mental Health specific Transitional Housing will successfully transition to permanent housing.
Method(s) of Evaluation:	Supervisor Review

Monthly Average to be Served: 70

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low
- Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
Bridges to Changes	Transitional housing and Mentors	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$331,214.00
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund _____
- Treatment Transition Fund _____
- CJC Justice Reinvestment Grant _____

CJC Treatment Court Grant

County General Fund

\$474,006.00

Supervision Fees

Other Fees (revenue)

Other State or Federal Grant

Other: Please Identify

Additional Comments:

Program Name:	Parole and Probation Supervision Program: Gang Involved Supervision/Interagency Task Force - 06218
Program Category:	Supervision
Program Description:	<p>This program provides supervision of justice involved adults on community supervision for felony and misdemeanor crimes who are gang-affiliated. The purpose of the Gang involved supervision is to provide specialized supervision of high-risk, gang- affiliated individuals, addressing risk factors and criminogenic needs specific to gang culture. The goal is to reduce the incidents of gang violence, and reduce the prevalence of gang related activity including drug dealing, tagging, and other forms of vandalism.</p> <p>The Parole and Probation officer assigned to this program collaborates with community stakeholders including the Clackamas County Inter-Agency Task Force and the District Attorney's Office to address the impact of gangs and drug related crimes on Clackamas County residents. The caseload is currently staffed by one parole and probation officer who has had specialized training in gang-related issues and interventions specific to that culture.</p> <p>This program is designated 1 FTE.</p>
Program Objectives:	<ol style="list-style-type: none"> 1. Identify all offenders under supervision to Community Corrections who affiliate with identified gangs. 2. Conduct office visits, random home visits, information gathering and dissemination. 3. Identify individual and community risk factors associated with gang violence and other gang related activity. 4. Provide evidence based interventions which will result in reduced affiliation by at-risk offenders with identified gangs, as well as the reduction of gang related behaviors. 6. Collaborate and work with the Clackamas County Inter-Agency Task Force.
Method(s) of Evaluation:	Audit and Supervisor Review

Monthly Average to be Served: 35

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low
- Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$134,146.00
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund _____
- Treatment Transition Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund \$134,144.00

<input type="checkbox"/> Supervision Fees	_____
<input type="checkbox"/> Other Fees (revenue)	_____
<input type="checkbox"/> Other State or Federal Grant	_____
Other: Please Identify	_____
<input checked="" type="checkbox"/> Overtime reimb-Task Force	\$10,410.00
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Additional Comments:

Program Name:	Parole and Probation Supervision Program: Enhanced Supervision Unit (ESU) - 06219
Program Category:	Supervision
Program Description:	<p>This program provides supervision of justice involved adults on community supervision for felony and misdemeanor crimes who are at a very high risk of reoffending or violating the terms of their supervision.</p> <p>The Enhanced Supervision Unit (ESU) is a high risk supervision program responsible for the community supervision of clients who have been identified as being at a very high risk for reoffending or violating the terms of their supervision. Participants are selected based on their criminal history, nature of their crimes, risk score and supervision conformance. At the time of entry, clients are given an orientation of the program expectations and sanctioning guidelines. ESU is a program that responds to every violation immediately and consistently to send a clear message about personal responsibility and accountability. If a participant chooses to violate the conditions of supervision they will swiftly be held accountable for their actions.</p> <p>This program is designated 2 FTE</p>
Program Objectives:	<ol style="list-style-type: none"> 1. ESU clients will be have 6 contacts per month. 2. ESU client will be placed on the UA color hotline. 3. All violations will be responded to within 24- 48 hours, with the exception of absconds. 4. Absconders will be actively searched for.
Method(s) of Evaluation:	Audit and Supervisor Review

Monthly Average to be Served: 90

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low
- Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(i.e., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$260,230.00
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund _____
- Treatment Transition Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund \$260,230.00
- Supervision Fees _____
- Other Fees (revenue) _____

Other State or Federal Grant

Other: Please Identify

Additional Comments:

Program Name:	Paroel and Probation Supervision Program : Veterans Supervision - 06221
Program Category:	Supervision
Program Description:	<p>This program provides community supervision of justice involved adults on community supervision for felony and misdemeanor crimes who have served in the military and are eligible for veteran's benefits. A Parole and Probation Officer (PPO) with specialized training in connecting and navigating veterans resources in the community will supervise clients who are in need of community based stabilization, transition and supervision.</p> <p>The PPO works closely with agencies that support veterans in the community. The PPO assists clients in accessing benefits such as healthcare, compensation, employment and treatment with Veterans Affairs (VA). Case planning is focused on community stabilization and transition to self-sufficiency.</p> <p>This Program is designated 1 FTE</p>
Program Objectives:	<p>1. Identify the highest risk justice involved adults on general caseloads and at intake who have serviced in the military</p> <p>2. Assess High and Medium risk justice involved adults who have identified as serving in the military for their eligibility to receive VA benefits.</p> <p>3. Identify resources in the community to facilitate effective services for justice involved veterans.</p>
Method(s) of Evaluation:	Supervisor Review

Monthly Average to be Served: 60

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low
- Limited

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(i.e., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$239,556.00
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund _____
- Treatment Transition Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund _____
- Supervision Fees _____
- Other Fees (revenue) _____
- Other State or Federal Grant _____

Other: Please Identify _____

-
-
-

Additional Comments:

BUDGET SUMMARY

CLACKAMAS COUNTY
2017-2019 Community Corrections Budget Summary

Program Name	Grant in Aid Fund	Release Subsidy Fund	Other Funds and Fees	Total
Administration	\$5,510,486.00		\$4,706,952.00	\$10,217,438.00
Men's Work Release	\$1,590,334.00		\$929,398.00	\$2,519,732.00
Women's Work Release	\$340,786.00		\$437,802.00	\$778,588.00
Women's CSAP	\$811,134.00		\$1,020,050.00	\$1,831,184.00
Men's CSAP	\$1,060,222.00		\$912,144.00	\$1,972,366.00
Reduced Supervision Unit & Misdemeanor DUII	\$406,704.00		\$225,804.00	\$632,508.00
General Community Supervision/Drug Court/Pre-Sentence Investigation	\$2,518,392.00		\$1,400,000.00	\$3,918,392.00
Community Service	\$0.00		\$865,168.00	\$865,168.00
Victim Services	\$56,054.00		\$147,958.00	\$204,012.00
Transitional Services	\$1,295,028.00		\$62,208.00	\$1,357,236.00
Transition Center	\$298,269.00		\$3,122,994.00	\$3,421,263.00
Women's Team	\$568,896.00		\$568,894.00	\$1,137,790.00
Domestic Violence Team	\$497,706.00		\$497,704.00	\$995,410.00
Sex Offender Supervision	\$619,692.00		\$619,692.00	\$1,239,384.00
Sex Offender Services	\$92,828.00	\$45,459.00	\$121,712.00	\$259,999.00
Mental Health Services, Housing and Supervision	\$331,214.00		\$474,006.00	\$805,220.00
Gang Involved Supervision/ Interagency Task Force	\$134,146.00		\$144,554.00	\$278,700.00
Enhanced Supervision Unit	\$260,230.00		\$260,230.00	\$520,460.00
Veterans Supervision	\$239,556.00		\$0.00	\$239,556.00
				\$0.00
				\$0.00
Total	\$16,631,677.00	\$45,459.00	\$16,517,270.00	\$33,194,406.00

SANCTIONS AND SERVICES

Clackamas County 2017-2019 Sanctions and Services

Please indicate the **monthly average** number of offenders that participate in the sanctions/services listed below; regardless of the funding source or how the sanction/service is paid for. In other words, even if it's paid for by grant, levy, or the offender, it should be counted in the total.

Custody

Corrections/Work Center 70

Electronic Home Detention N/A

Jail 150

Substance Abuse - Inpatient 80

Non-Custody

Community Service/Work Crew 300

Cognitive 100

Day Reporting Center N/A

Domestic Violence 200

Drug Court 50

Employment 80

Intensive Supervision 60

Mental Health Services 100

Polygraph 15

Sex Offender 200

Subsidy 400

Substance Abuse - Outpatient 600

Transition Services 350

Urinalysis 600

Other program/service provided that does not fit into any of the above categories N/A



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

August 24, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement No. 5420 between the
State of Oregon, Department of Corrections and Clackamas County

Purpose/Outcome	This IGA will provide funding for Community Corrections Men’s and Women’s Corrections Substance Abuse Programs for the 2017-2019 biennium.
Dollar Amount and Fiscal Impact	\$650,852 These state dollars fund 17% of the Corrections Substance Abuse Programs.
Funding Source	State of Oregon Department of Corrections, Measure 57 Supplemental Funds
Duration	July 1, 2017-June 30, 2019
Previous Board Action/Review	Biennial approval.
Strategic Plan Alignment	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
Contact Person	Captain Jenna Morrison, Director, Community Corrections – 503-655-8725

BACKGROUND: This IGA is required for any county receiving Community Corrections funds. Approval of this IGA allows for continuation of funding of the current Community Corrections Substance Abuse Programs through Measure 57 supplemental funds.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves the Intergovernmental Agreement No. 5420 between Clackamas County and the Oregon Department of Corrections, for the Measure 57 supplemental funds.

Respectfully submitted,

Captain Jenna Morrison
Director, Community Corrections

INTERGOVERNMENTAL AGREEMENT #5420
BETWEEN THE STATE OF OREGON AND CLACKAMAS COUNTY

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Clackamas County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the DEPARTMENT on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY’s percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement. Plan Modifications are NOT Amendments.
- B. Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY’s Intervention Budget Summary is described in Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Corrections Intervention Grant or Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan under this Agreement.

- F. County Intervention Plan or Plan: A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY's approach to providing effective Interventions for drug addicted offenders under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.
- G. Intervention: A response to Participant compliance of conditions of the Plan.
- H. Participant: An offender, under supervision of the COUNTY and enrolled in the Plan.
- I. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan; or the Duration of the Agreement.
- J. Sanctions or Structured Sanctions: A response to offender violations of conditions of supervision that uses custody units.
- K. Statewide Evaluation and Information System: The Corrections Informations Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- L. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- M. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

II AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

B. Duration

This Agreement will become effective on **July 1, 2017** and will remain in effect until **June 30, 2019** or until terminated according to Section XI (*Termination*).

III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before disbursements of Grant funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the

need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

IV AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

V DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
 - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
 - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
 - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
 - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
 - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
 - 6. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

7. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and sure and which encourage recovery goals while holding Participants accountable for non-compliance behaviors.
 8. Weekly random drug testing shall occur, however frequency may decrease as Participant progresses. There shall be a consequence for this or any other rule violation, but that consequence shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
 9. Co-ed treatment shall be avoided if possible.
 10. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
 11. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements into the Plan:
1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
 2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module
 3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.
- D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information System in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for controlling County Corrections Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

VI DEPARTMENT RESPONSIBILITIES

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.

VII PERFORMANCE GOALS

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated offenders.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).

VIII FUNDS

- A. Exhibit A identifies the County Corrections Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2018.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. Unexpended Funds: Grant fund balances remaining after the budget year or expiration of this Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. Unauthorized Expenditures: Any Grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.E, will be deducted by DEPARTMENT from payment or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed County Corrections Intervention Grant payable to COUNTY under this Agreement is \$650,852. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

IX NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR Chapter 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

X INDEMNIFICATION. See Exhibit B.

XI TERMINATION

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written consent of the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

XII COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

XIII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of

COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than six years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

XIV SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

XV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XVI WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVII EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVIII NOTICE

Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or ODOC at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director
Community Corrections Division
Department of Corrections
2575 Center St. NE
Salem, OR 97301
Telephone: 503-945-8876
Fax: 503-373-7810
E-Mail: Jeremiah.P.Stromberg@doc.state.or.us

To COUNTY: Jenna Morrison, Director
Clackamas County Community Corrections
1024 Main Street
Oregon City, OR 97045
Telephone: 503-655-8603
Fax: 503-650-8942
Email: jmorrison@co.clackamas.or.us

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change.

XIX MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written Agreement will be valid or binding. This Agreement will supersede all previous communications, representations, wither verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

CLACKAMAS COUNTY

Jeremiah Stromberg, Assistant Director

Signature

Date

Title

Date

Approved for Legal Sufficiency
Oregon Attorney General's Office:

/s/ Cynthia Byrnes per email dated 6/2/17
Assistant Attorney General

EXHIBIT A
COUNTY INTERVENTION PLAN and BUDGET SUMMARY
CLACKAMAS COUNTY
(To be attached upon signature and return of Agreement by County)

**EXHIBIT B
INDEMNIFICATION
CLACKAMAS COUNTY**

Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL.

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Department. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Agency:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the

Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Agency may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Agency approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



August 24, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Board Orders for Transfer Control of Wave Division VII, LCC
Franchises in Sandy, and Canby/Molalla

Purpose/Outcome	Transfer of the Wave Division VII, LLC franchises in the Sandy, and Canby/Molalla areas to Radiate HoldCo, LLC
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Effective August 24, 2017, franchises continue until March 21, 2023 and July 26, 2024 respectively.
Previous Board Action/Review	The original franchise to Wave Holdco, LLC (Sandy) was approved for a twelve (12)-year agreement by the BCC on March 21, 2011 in Board Order 2011-21. The original franchise to Wave Holdco, LLC (Canby/Molalla) was approved for a twelve (12)-year agreement by the BCC on July 26, 2012 in Board Order 2012-75.
Strategic Plan Alignment	Building public trust through good government.
Contact Person	Gary Schmidt, Public and Government Affairs, 503-742-5908

BACKGROUND:

Currently, Wave Division VII, LLC, dba, Wave, also known as Wave Broadband, holds the franchise to own and operate a cable system in Clackamas County. They have filed a request, FCC form 394, to transfer control of Wave to a new parent company. Wave Holdco, LLC, the parent company of Wave was acquired by Radiate HoldCo, LLC on May 18, 2017. Wave currently holds two franchises with Clackamas County. Wave Division VII, LLC has a franchise in the Sandy area and another in the Canby/Molalla area.

Radiate HoldCo, LLC, has properly submitted the request to transfer control of Wave. Through the process of reviewing FCC form 394, and in reviewing Radiate HoldCo, LLC's responses to questions posed by Clackamas County they have shown that they meet the legal, technical, and financial criteria to become the owner of Wave Holdco, LLC and the indirect owner of Franchisee. They will be providing services to residents in Sandy, Canby, and Molalla under the existing franchise agreements.

RECOMMENDATION:

Staff respectfully recommends the Board approve the transfer of the control of Wave Division VII, LLC to Radiate HoldCo, LLC. County Counsel has reviewed and approved the attached Board Orders.

Respectfully submitted,

Gary Schmidt, Director
Public and Government Affairs

In the Matter of an Application by
Radiate HoldCo, LLC and Wave Holdco, LLC
For Consent to a Transfer of Control of
Wave Division VII, LLC, (Sandy) dba, Wave

Order No.

WHEREAS, this matter coming on at this time to be heard, and it appearing that Radiate HoldCo, LLC and Wave Holdco, LLC have submitted an application to approve an indirect transfer of control of Wave Division VII, LLC, holder of a Franchise serving Clackamas County in the Sandy, Oregon area, to Radiate HoldCo, LLC in order that Wave Division VII, LLC may continue to provide cable television service utilizing Clackamas County rights-of-way for the operation of the cable television system, and

WHEREAS, It further appearing that Grantee has filed with Clackamas County a completed Federal Communications Commission (FCC) Form 394, and has requested consent by Clackamas County to the transfer, and that it would be in the best interest of the people of Clackamas County to approve such transfer;

WHEREAS, Federal law and Section 3.8 of the Franchise authorizes the County to review any proposed transfer of control, including the proposed transaction as described in the Application and as clarified in answers to questions presented to Radiate HoldCo, LLC to determine the impact on Grantee's ability to perform the Franchise obligations based on legal, financial, and technical qualifications of Radiate HoldCo, LLC. Section 3.8 also authorizes the County to condition approval of a transfer upon such terms and conditions as they deem reasonably appropriate within the legal, financial and technical framework provided by Grantee and federal law.

WHEREAS, Clackamas County has reviewed the Application and has determined that Radiate HoldCo, LLC and its corporate parent Radiate Holding, L.P. meet the legal, technical, and financial criteria to become the owner of Wave Holdco, LLC and the indirect owner of Franchisee, and the transaction is in the best interests of Clackamas County.

NOW THEREFORE, IT IS HEREBY ORDERED approval of the transfer of control of the Franchisee from Wave Holdco, LLC. to Radiate HoldCo LLC, shall be effective immediately pursuant to the terms and conditions filed on FCC Form 394 by Grantee, and the area served by them in unincorporated Clackamas County, pursuant to Ordinance No. 2011-21.

DATED this _____ day of August, 2017.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

In the Matter of an Application by
Radiate HoldCo, LLC and Wave Holdco, LLC
For Consent to a Transfer of Control of
Wave Division VII, LLC, (Canby/Molalla) dba, Wave

Order No.

WHEREAS, this matter coming on at this time to be heard, and it appearing that Radiate HoldCo, LLC and Wave Holdco, LLC have submitted an application to approve a transfer of control of the Wave Division VII, LLC, holder of a Franchise serving Clackamas County in the Canby and Molalla, Oregon areas, to Radiate HoldCo, LLC in order that Wave Division VII, LLC may continue to provide cable television service utilizing Clackamas County rights-of-way for the operation of the cable television system, and

WHEREAS, it further appearing that Grantee has filed with Clackamas County a completed Federal Communications Commission (FCC) Form 394, and has requested consent by Clackamas County to the transfer, and that it would be in the best interest of the people of Clackamas County to approve such transfer;

WHEREAS, Federal law and Section 3.8 of the Franchise authorizes the County to review any proposed transfer of control, including the proposed transaction as described in the Application and as clarified in answers to questions presented to Radiate HoldCo, LLC to determine the impact on Grantee's ability to perform the Franchise obligations based on legal, financial, and technical qualifications of Radiate HoldCo, LLC. Section 3.8 also authorizes the County to condition approval of a transfer upon such terms and conditions as they deem reasonably appropriate within the legal, financial and technical framework provided by Grantee and federal law.

WHEREAS, Clackamas County has reviewed the Application and has determined that Radiate HoldCo, LLC and its corporate parent Radiate Holding, L.P. meet the legal, technical, and financial criteria to become the owner of Wave Holdco, LLC and the indirect owner of Franchisee, and the transaction is in the best interests of Clackamas County.

NOW THEREFORE, IT IS HEREBY ORDERED THAT approval of the transfer of control of the Franchisee from Wave Holdco, LLC to Radiate HoldCo, LLC shall be effective immediately pursuant to the terms and conditions filed on FCC Form 394 by Grantee, and the area served by them in unincorporated Clackamas County, pursuant to Ordinance No. 2011-21.

DATED this _____ day of August, 2017.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 24, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order Certifying the 2017-2018 Assessment Roll for
Clackamas County Service District No. 5

Purpose/Outcomes	Approval of this Board Order will certify the Assessment Roll for Clackamas County Service District No. 5 (CCSD#5), the street lighting authority for Clackamas County for FY 2017-2018.
Dollar Amount and Fiscal Impact	\$2,162,390.47
Funding Source	Direct Assessment: The cost of street lighting within CCSD#5 is paid by directly assessing those properties annexed to the street lighting district.
Duration	Annual Assessment
Previous Board Contact	Budget Adoption Meeting June 29, 2017
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657

BACKGROUND:

Pursuant to statute, CCSD #5 may, in accordance with the order adopted under ORS 451.485, finance the construction, operation or maintenance of service facilities for a district by tax assessments against the property in the district.

As outlined in the budget presentations in June of this year, the District budget assumes the collection of an annual assessment upon all benefiting real property within its boundaries. These assessments, included on the property tax statements for the County and collected in the same manner as ad valorem taxes, provide for the provision of street lighting services. These services include, but are not limited to, general maintenance, electrical service costs, and district administrative expenses.

The Board Order has been reviewed and approved as to form by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order directing the County Tax Assessor to place the street lighting service assessment, in the amount of \$2,162,390.47 on the 2017-2018 tax roll.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD No. 5

In the Matter of Certifying an Assessment
Roll for Property Assessed for Street
Light Service in Clackamas County
Service District No. 5 for Fiscal Year
2017-2018

ORDER NO.
page 1 of 1

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board that assessment rates for Clackamas County Service District No. 5 were adopted by Order No. 2017-75, and that the adopted rates being applicable to all properties annexed into the district by order of the Board and identified on the District's Assessment Roll, and that such assessments are a revenue source essential to the continuing viability of Service District No. 5; now therefore

IT IS HEREBY ORDERED that the benefited property as shown on the Assessment Roll maintained by the Department of Transportation and Development for Clackamas County, be assessed in the amount specified thereon, and that these assessments are required to be placed on the tax roll; and

IT IS FURTHER ORDERED that the Board of County Commissioners of Service District No. 5 hereby levy the assessments provided for in the adopted budget in the aggregate amount of \$2,162,390.47 and that these assessments are levied upon properties identified on the District Assessment Role which were within the District as of the start of the 2017-2018 fiscal year. The following allocation and categorization, subject to the limits of section 11b. Article XI of the Oregon Constitution, make up the above aggregate levy:

	Subject to the General Government Limitation	Excluded from the Limitation
CCSD#5 Street Lighting Fund	\$2,162,390.47	\$ 0.00
Total	\$2,162,390.47	\$ 0.00

IT IS FURTHER ORDERED that the assessments collected in the amount of \$2,162,390.47 be placed in the Clackamas County Service District No. 5 account, out of which payments can be made for services and materials provided to the District.

ADOPTED this ____ day of _____, 2017.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
Acting as the Governing Body of Clackamas County Service District No. 5

Chair

Recording Secretary



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

August 24, 2017

Development Agency Board
Clackamas County

Members of the Board:

Acceptance of Clackamas County Surplus Property
by Bargain and Sale Deed

Purpose/Outcomes	Accept transfer of County surplus property, in order to facilitate a Development Agreement with G Properties, LLC for a mixed-use development on Sunnyside Road.
Dollar Amount and Fiscal Impact	Development Agency will reimburse County in the amount of \$73,300, which is based on the square foot appraised value.
Funding Source	No General Funds will be involved in this transaction.
Duration	N/A
Previous Board Action	Executive Session- May 16, 2017
Strategic Plan Alignment	Build Public Trust Through Good Government
Contact Person	David Queener, Development Agency Program Supervisor 503.742.4322

BACKGROUND: The Development Agency entered into a Disposition and Development Agreement with G Properties for a mixed-use development on August 10, 2017. The Agreement involves two Agency-owned parcels, located to the east of two properties owned by the developer, and one County-owned property west of the developer's property at 11521 SE Sunnyside Road. In order to comply with the terms of the Disposition Agreement and proceed to closing, it is necessary for the County-owned parcel to be transferred to the Agency.

Provided the Board of County Commissioners approves the transfer of the property by Bargain and Sale Deed to the Development Agency, it would be appropriate for the Development Agency Board to acknowledge its acceptance of the Deed.

RECOMMENDATION: Staff recommends that the Board of County Commissioners accept ownership of the property identified in the attached Bargain and Sale Deed and direct payment to the County in the sum of \$73,300.

Respectfully submitted,

David Queener
Program Supervisor, Development Agency

BARGAIN AND SALE DEED

GRANTOR:

Clackamas County
Public Services Building
2051 Kaen Road
Oregon City, OR 97045

GRANTEE:

Clackamas County Development Agency
Development Services Building
150 Beaver Creek Road
Oregon City, OR 97045

After Recording Return To:

Clackamas County Development Agency
150 Beaver Creek Road
Oregon City, OR 97045

Until a Change is Requested, Tax Statements shall be sent to the following address:

Clackamas County Development Agency
Development Services Building
150 Beaver Creek Road
Oregon City, OR 97045

INFORMATION ONLY

Agenda No: _____

and/or

Board Order No: _____

BARGAIN and SALE DEED

KNOW ALL PERSONS BY THESE PRESENTS, that CLACKAMAS COUNTY, a political subdivision of the State of Oregon, does hereby grant, bargain, sell and convey as grantor unto CLACKAMAS COUNTY DEVELOPMENT AGENCY, the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY, OREGON, a corporate body politic (which, together with any successor public agency designated by or pursuant to law, is herein called the "Agency") as grantee and to its successors and assigns, all of the following described real property, with the tenements, hereditaments and appurtenances (the "Property") situated in the County of Clackamas, State of Oregon, to wit:

See Exhibits A and B, attached hereto and incorporated herein.

Exhibit A: A 1 (one) page legal description of the Property.

Exhibit B: A 1 (one) page map illustrating the Property.

This is a transfer of land from one component unit of Clackamas County to another in an intergovernmental transfer. The true and actual consideration paid for this conveyance is Seventy Three Thousand Three Hundred Dollars (\$73,300).

“BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7,

CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

[Signature and Acknowledgement on Following Page]

IN WITNESS WHEREOF, Clackamas County has caused this instrument to be executed by duly elected officers this ____ day of _____, 2017.

CLACKAMAS COUNTY, a political subdivision
of the State of Oregon

INFORMATION ONLY
Chair

STATE OF OREGON)
) ss.
County of Clackamas)

On this ____ day of _____, 2017 before me the undersigned, a notary public in and for such state, the foregoing instrument was acknowledged before me by _____, Chair, on behalf of the Clackamas County Board of County Commissioners.

Notary Public for Oregon
My Commission Expires: _____

Exhibit A

Legal Description - Property

Tax lot 22E03AB00201

A tract of land in Section 34, Township 1 South, Range 2 East of the Willamette Meridian and Section 3, Township 2 South, 2 East of the Willamette Meridian, in the County of Clackamas County and State of Oregon, described as follows:

Beginning at a point on the Section line 21.87 chains West of the Southeast corner of said Section 34, said point beginning being also the most Northerly Northwest corner of that certain tract described in Deed recorded in Book 51, page 183. Deed Records; thence South 19°30' West 3.65 chains to the center of Sunnyside Road; thence North 65°15' West 3.56 chains to a corner in the tract conveyed by Fred Gage and wife to Louis T. Birkenfeld and Keith W. Birkenfeld by Deed recorded December 4, 1930 in Book 209, page 107, Deed Records and the true point of beginning; thence North 18°30' East 3.26 chains to a corner in said Birkenfeld tract; thence southeasterly along the Southerly line of said Birkenfeld tract a distance of 63.36 feet; thence South 18°30' West a distance of 220 feet, more or less, to the center of Sunnyside Road; thence North 65°15' West along the center of said road to the true point of beginning.

EXCEPTING THEREFROM that portion lying within the boundary of public roads and highways, including that shown in Deed Record 2008-036544, recorded in the Deed Records of Clackamas County, Oregon.

EXHIBIT B
Property Map

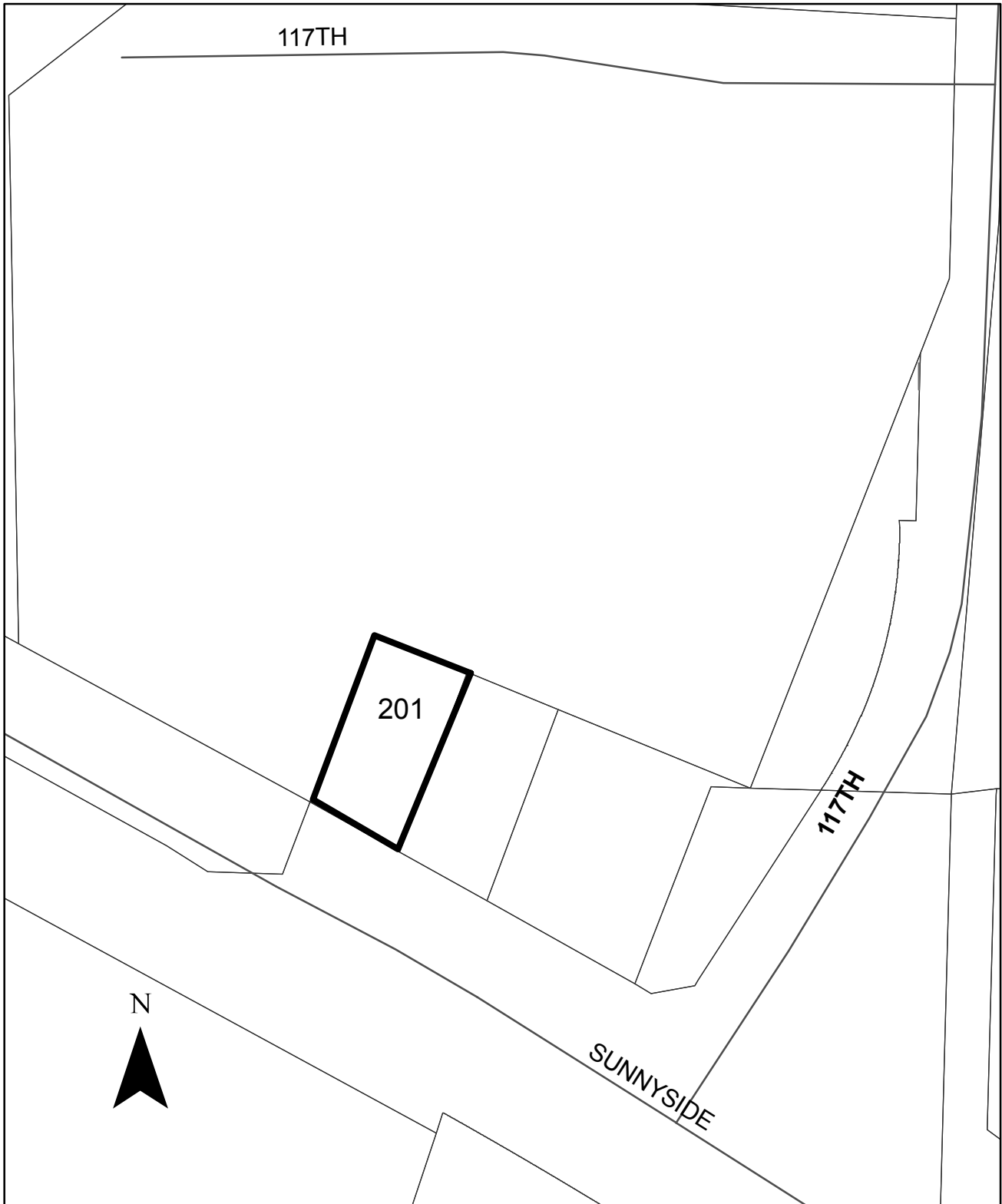


Exhibit B - Bargain & Sale Deed



Gregory L. Geist
Director

August 24, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
Clackamas County Department of Transportation and Development Related to Repair of
Sanitary Lines on Last Road

Purpose/Outcomes	Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas County Department of Transportation and Development to provide funding for Repair of Sanitary Sewer Lines in conjunction with the Last Road Improvements Project
Dollar Amount and Fiscal Impact	Work under this agreement is estimated not to exceed \$163,476.00
Funding Source	Clackamas County Service District No. 1 FY 2017-2018 annual budget
Duration	Completion of the project expected by June 30, 2018
Previous Board Action	Clackamas County Service District No. 1 Fiscal Year budget approved by Board of County Commissioners on June 29, 2017, Resolution # 2017-79
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Supports the District's strategic plan that WES will provide the wastewater and stormwater infrastructure necessary to support partner communities and economic development 2. Supports the County's goal to build a strong infrastructure
Contact Person	Dewayne Kliewer, WES Senior Civil Engineer, (503) 742-4572

BACKGROUND:

This is a project agreement between Clackamas County Service District No. 1 and Clackamas County Department of Transportation (DTD) to perform sanitary sewer repair in conjunction with the Last Road Improvements Project.

Water Environment Services identified sections of the existing sanitary sewer along Last Road and Evelyn Street needing repair. Additionally, DTD's Transportation Maintenance Department identified Last Road as needing an asphalt overlay and will contribute County Road Fund for the overlay construction. Clackamas County Service District No. 1 will provide up to \$163,476 for the sanitary sewer repair work. Construction of the project is expected to be completed by June 30, 2018.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners approve the attached Intergovernmental Agreement with DTD for the Last Road Project as listed in the agreement.

Respectfully submitted,

A handwritten signature in blue ink that reads "Greg L Geist". The signature is written in a cursive style with a long horizontal line extending from the end of the name.

Greg Geist, Director
Water Environment Services

**INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY
AND CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
RELATED TO REPAIR OF SANITARY LINES ON LAST ROAD**

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“COUNTY”), a corporate body politic, and Clackamas County Service District No. 1 (“DISTRICT”), a county service District formed pursuant to ORS Chapter 451”), pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the “Parties” and each a “Party.”

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the County, through its Department of Transportation and Development, is engaging in a street paving project on Last Road;

WHEREAS, the District recently learned that its sanitary sewer pipes under Last Road and Evelyn Rd are in need of repair (“Project”); and

WHEREAS, the District would like to engage the County to include the Project in the County’s repaving project scope and the County is willing to do so;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or October 15, 2018, whichever is sooner.
2. **Rights and Obligations of the County.**
 - A. The County agrees to complete the work associated with the Project, as more specifically described in Exhibit “A.”
 - B. The County will coordinate with the District in the design, permitting, engineering and construction associated with the Project.
 - C. The County shall secure all necessary permits for completion of the Project.
 - D. The County shall submit invoices to the District for reimbursement of sanitary sewer related costs billed to the Project. The County shall submit invoices to the District within ninety (90) days from the date that costs are incurred. Notwithstanding any provision herein which may be construed to the contrary, the total compensation provided to the County by the District under this Agreement shall not exceed \$163,476.00 without prior written amendment of this Agreement executed by the County and the District.

The County shall submit invoices to the District at the following address:

Clackamas County Service District #1
Attention: Dewayne Kliewer, PE
150 Beaver Creek Road
Oregon City, OR 97045

A copy of County invoices may be emailed to: Randy Rosane

E. Clackamas County is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272.

3. Rights and Obligations of the District.

A. The District hereby agrees to pay to the County a sum not to exceed \$163,476.00 for the sanitary sewer related work associated with the Project, as more specifically described in Exhibit "A."

B. The District will coordinate with the County in the design, permitting, engineering and construction associated with the Project.

C. When requested, the District will provide timely feedback regarding design, permitting, engineering and construction issues. Timely feedback is defined as any reasonable deadline specified by the County in carrying out the above mentioned tasks.

D. The District will respond in a timely manner to the County's requests to execute applications or documents and to provide information or approval to the County specifically related to fulfilling the purpose of this Agreement.

E. The District shall reimburse the County for invoices submitted by the County for costs billed to the Project and incurred by the County. The District shall issue payment to the County for approved costs within 30 days of receipt of invoices.

4. Work Plan and Project Schedule.

A. It is the desire of both Parties to complete the Project as soon as practicable. The County will diligently pursue completion of the Project by October 15, 2018. The District acknowledges that it may not be possible to complete any or all of the Project within the desired time frame due to circumstances beyond the control of the County.

B. Design and construction timing is also highly dependent on the receipt of necessary information and approvals requested by the County. All Parties will in good faith attempt to meet project deadlines but recognize timelines may need to be adjusted because of unforeseen circumstances. The County will provide prompt notice to the District of any anticipated delays in the schedule. The District agrees to not unreasonably withhold consent to extensions in the schedule.

5. Termination.

A. The County and the District, by mutual written agreement, may terminate this Agreement at any time.

B. Either the County or the District may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon

as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- C. The County or the District shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.

6. Indemnification.

- A. Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, each of the Parties agrees to hold harmless and indemnify the others, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees.

7. Party Contacts

- A. Deana Mulder or her designee will act as liaison for the County for the Project.

Contact Information:

Clackamas County- Department of Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4710 or deanam@clackamas.us

- B. Dewayne Kliever or his designee will act as liaison for the District for the Project.

Contact Information:

Clackamas County Service District No. 1
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4572 or DewayneKli@clackamas.us

- C. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

8. General Provisions

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and

remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved
- E. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- F. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- G. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- K. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the District.
- L. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- M. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- N. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

Clackamas County Service District No. 1

Chair, Board of County Commissioners



Chair, Clackamas County Service District No. 1

Date

8/16/2017

Date

Exhibit A

SCOPE OF WORK TO BE COMPLETED Last Road Sanitary Sewer Rehab Work Clackamas County, OR

1. Provide all necessary design, inspection and project overview, coordination and management to provide the Sanitary Sewer Rehab Work on Last Road and on Evelyn Street in Clackamas County, Oregon.
2. Project to include:
 - a. Bypassing all sanitary flows around work zone until new sanitary sewers are completed, tested and accepted by District;
 - b. Installing new sanitary sewer elements from manhole CL8.1-3 to manhole CL8-2 and from manhole CL8-2 to manhole CL505, as shown on design drawings and per District standards; and
 - c. Offsite disposal of all removed materials.

Clackamas County Service District No.1 will provide inspection services for proposed sanitary sewer installations and testing.

LAST ROAD ENGINEER'S ESTIMATE				
	Quantity		Unit Price	Item cost
Mobilization	1	LS	\$ 7,000	\$ 7,000
8" PVC w/demo, granular backfill and trench patch	673	LF	\$ 80	\$ 53,840
8" CIPP rehab	893	LF	\$ 50	\$ 44,650
Pre and Post installation video	893	LF	\$ 2	\$ 1,786
Manhole replacement	1	EA	\$ 5,000	\$ 5,000
Existing MH reconnection	2	EA	\$ 700	\$ 1,400
Lateral reinstatement	4	EA	\$ 1,200	\$ 4,800
Bypass pumping	1	LS	\$ 10,000	\$ 10,000
Traffic control	1	LS	\$ 10,000	\$ 10,000
Project Contingency	1		\$ 25,000	\$ 25,000
			TOTAL	\$ 163,476