

# AGENDA

**Thursday February 8, 2018 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2018-12

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

**II. PUBLIC HEARINGS** *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. First Reading of Ordinance No. \_\_\_\_\_ Amending Chapter 11.01 of the County Code  
(Nate Boderman, County Counsel)

**III. 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 a Cooperation Agreement with Northwest Housing Alternatives for the NHA Annie Ross House Emergency Shelter in Milwaukie – *Housing & Community Development*
2. Approval of HOME Loan Documents with Northwest Housing Alternatives for the NHA Campus Family Housing Apartments in Milwaukie – *Housing & Community Development*
3. Approval of a Service Agreement with Genoa Pharmacy partnering with Clackamas County Health Centers Division in participation with Pharmacy Services Agreement at Beaver Creek Clinic – *Health Centers*
4. Approval of a Service Agreement with Genoa Pharmacy partnering with Clackamas County Health Centers Division in participation with Pharmacy Services Agreement at Hilltop Clinic – *Health Centers*

**B. Finance Department**

1. Approval of Resolution No. \_\_\_\_\_ Acknowledging Expenditures in Excess of Appropriations and Financial Statement Findings for Fiscal Year 2017 and Describing Corrective Action in Accordance with ORS 297.466

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

**D. Community Corrections**

1. Approval of Local Grant Agreement No. JR-17-003 between Clackamas County Community Corrections and Sub-Recipient Los Niños Cuentan for Community-Based Victim Services Programs
2. Approval of Local Grant Agreement No. JR-17-003 between Clackamas County Community Corrections and Sub-Recipient Clackamas Women's Services for Community-Based Victim Services Programs
3. Approval of Local Grant Agreement No. JR-17-003 between Clackamas County Community Corrections and Sub-Recipient Safety Compass for Community-Based Victim Services Programs

**E. Human Resources**

1. Approval of the Deferred Compensation 457 Retirement Plan document changes

**F. County Counsel**

1. Approval of a Goods and Services Contract with Specialized Technical Asset Restoration, LLC for Restoration of Materials Damaged in Flood at Clackamas County Law Library

**IV. DEVELOPMENT AGENCY**

1. Approval of Two Non-Exclusive Waterline Easements Provided to Clackamas River Water
2. Approval of Two Non-Exclusive Sanitary Sewer Easements Provided to Clackamas County Service District No. 1

**V. COUNTY ADMINISTRATOR UPDATE**

**VI. 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](http://www.clackamas.us/bcc/business.html)**



**OFFICE OF COUNTY COUNSEL**

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

February 8, 2018

Board of County Commissioners  
 Clackamas County

Members of the Board:

First Reading of Ordinance No. \_\_\_\_ Amending Chapter  
11.01 Of the County Code

**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

<b>Purpose/Outcomes</b>	To amend the existing Plan Review Standard section of the County Code to consolidate similar regulations found elsewhere throughout the Code.
<b>Dollar Amount and Fiscal Impact</b>	None identified
<b>Funding Source</b>	N/A
<b>Duration</b>	Permanent
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Build public trust through good government.
<b>Contact Person</b>	Nate Boderman, 503-655-8364
<b>Contract No.</b>	None

**BACKGROUND:**

Chapter 11.01 of the County Code contains standards related to the review of surveys, partition plats, condominium plats and subdivision plats by the County Surveyor. Chapter 1105.07 of the County's Zoning and Development Ordinance (ZDO) also contains regulations that apply to the review of plats for partitions, condominiums, subdivisions and replats. In addition, ZDO 1107.06(C) and (D) provides standards which relate to the filing and recording of property line adjustment deeds and surveys. The standards in ZDO 1105.07 and 1107.06(C) and (D) are primarily administered by the County Surveyor and should be relocated from the ZDO to Chapter 11.01 of the County Code.

This amendment is for the limited purpose of relocating certain regulations from the ZDO to the County Code as described above, to update the Code to reflect how the County Surveyor and the Planning and Zoning Division currently review and process plats and surveys, and to clean up redundancies and other inconsistencies which currently exist in the code language. This amendment should increase ease of administration and lead to less confusion among the public as to which regulations apply to reviews of surveys, partition plats, condominium plats and subdivision plats.

Later this year, the Planning and Zoning Division will be proposing a number of changes to the ZDO as part of its annual code audit project. One proposal will include removing sections of ZDO 1105.07 and 1107.06(C) and (D) to accommodate the relocation of the aforementioned regulations to Chapter 11.01. Under state law, amendments to the County Code must be processed in a different manner than amendments to the ZDO, which will require first and second readings to take place in advance of the ZDO amendments. This coordination will ensure there is no lapse in the applicability of these rules by aligning the effective dates of these changes. In addition to the ordinance and proposed changes to Chapter 11.01, redlines containing the proposed changes to ZDO 1105 and 1107 have been included with these materials as well.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners hold this public hearing and schedule a second reading of this ordinance on February 22, 2018.

Respectfully submitted,



Nate Boderman  
Assistant County Counsel

ORDINANCE NO. \_\_\_\_\_

**An Ordinance Amending Chapter 11.01 of the Clackamas County Code**

WHEREAS, this matter coming before the Clackamas County Board of County Commissioners at its regularly scheduled public meeting on \_\_\_\_\_, 2018 to consider changes to Chapter 11.01 of the County Code pertaining to review of surveys, partition plats and subdivision plats by the County Surveyor.

WHEREAS, Chapter 11.01 of the County Code contains standards and requirements for the review and approval of survey maps, partition plats, condominium plats, and subdivision plats; and

WHEREAS, Clackamas County Zoning and Development Ordinance (ZDO) Chapter 1105.07 also contains certain provisions related to the review of partition, subdivision and condominium plats and ZDO 1107.06(C) and (D) provides standards which relate to the filing and recording of property line adjustment deeds and surveys; and

WHEREAS, many provisions contained in ZDO Chapter 1105.07 and ZDO Chapter 1107.06(C) and (D) are administered primarily by the County Surveyor; and

WHEREAS, Clackamas County desires to relocate a number of provisions contained in ZDO Chapter 1105.07 and ZDO Chapter 1107.06(C) and (D) to Chapter 11.01 of the County Code to eliminate confusion among the public as to which regulations apply to reviews of surveys, partition plats, condominium plats and subdivision plats and to increase ease of administration by consolidating those regulations administered by the County Surveyor into one section of the County Code; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Chapter 11.01 of the County Code is hereby amended as shown in Exhibit A, hereto attached.

**Section 2:** This ordinance shall be effective on May 23, 2018

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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

## Chapter 11.01

### 11.01 COUNTY SURVEYOR ~~PLAT~~ REVIEW STANDARDS

#### 11.01.010 Purpose

The purpose of this chapter is to establish standards and requirements for the review and approval of survey maps, partition plats, condominium plats, ~~and~~ subdivision plats, property line adjustments and replats of partitions, condominiums, subdivisions, and cemeteries for the following reasons:

- A. The review and approval of survey maps, partition plats, condominium plats, ~~and~~ subdivision plats and replats of partitions, condominiums, subdivisions, and cemeteries in an accurate, efficient, consistent and timely manner is necessary for the promotion of economic development and protection of property rights; and
- B. Although benefiting the public in general, such services are user oriented. The long standing policy of the Board is that the most fair and sound method of ensuring adequate funding of such services is a user fee not to exceed the reasonable estimate of actual County Surveyor costs; ~~and~~
- C. ~~The Board has received a favorable staff recommendation and has considered testimony from interested citizens.~~

[Codified by Ord. 05-2000, 7/13/00]

#### 11.01.020 Additional Plat Boundary Survey and Other Requirements

In addition to the requirements of ORS Chapters 92, 94, 100, and 209, and other applicable laws, chapters, and rules, the following shall be provided:

- A. For subdivision and condominium plats, a final boundary survey map of the proposed plat, accompanied by the report required in subsection B of this section, shall be submitted to the County Surveyor a minimum of 30 days prior to the submission of the final plat. If warranted, the County Surveyor may waive this requirement.
  1. In addition to the requirements of ORS 209.250, the survey map shall show all obvious encroachments or hiatuses created by deeds, building, fences, cultivation, occupation, previous surveys and plats and any other conditions that may indicate ownership lines as surveyed may be different than those shown on the survey;
  2. Any encroachment or hiatus affecting any partition plat submitted for review shall be brought to the attention of the County Surveyor at the time of submittal;
  3. The County Surveyor may refuse to approve a plat if the County Surveyor finds an encroachment or hiatus. Evidence that the encroachment or hiatus has been eliminated may be required prior to final plat approval.
- B. All partition, condominium, or subdivision plats submitted for approval shall be accompanied by a report, issued by a title insurance company, or agent authorized to perform such services in Oregon, setting forth ownership and all easements of

record, together with a copy of the current deed, easements, and restrictions for the platted property and copies of the deeds for all abutting properties, and other documentation as required by the County Surveyor. The report shall have been issued no more than 15 days prior to the submittal to the County Surveyor of the survey map or plat. The County Surveyor may require a supplemental report. Condominium plats shall be submitted with a copy of the condominium declaration. Prior to approval of a condominium plat, the final version of the condominium declaration, approved by the State of Oregon, shall be submitted.

C. All partition, condominium, and subdivision final plats, including those inside city limits, shall be checked and approved by the County Surveyor. Items to be checked include, but are not limited to, compliance with Oregon Statutes, city and county ordinances, proper boundary resolution, and resolution of apparent gaps and overlaps. If the city has chosen to have the plat checking service performed by a city surveyor under ORS 92.100(1), the County Surveyor shall perform an office review and indicate approval on the plat. The fee for performing this service shall be established by resolution of the Board of County Commissioners. No plat shall be recorded without the approval of the County Surveyor.

C.D. The actual approval, or notice of intent to approve, of a plat by the County Surveyor shall be valid for 30 days only, unless recorded prior to the 30 day expiration.

E. Centerline monuments of public and private roads created by any subdivision or partition plat shall be placed in a monument box meeting the specifications of the County Surveyor. Said monument boxes shall be placed at locations as determined by the surveyor preparing the subdivision or partition and approved by the County Surveyor. In accordance with ORS 92.060(2), the point of intersection of the curve may be set in lieu of the beginning and ending points. The County Surveyor may authorize the setting of another type of monument in circumstances where setting the required monument is impracticable.

D. ~~As part of preliminary plat approval for a subdivision, approval of a phasing plan and schedule to allow final plat review to occur in two or more phases, each of which includes a portion of the subject property, may be granted in consideration of such factors as the size of the proposed subdivision, complexity of development issues, required improvements, and other factors deemed relevant. If a phasing plan and schedule to allow final plat review to occur in two or more phases, each of which includes a portion of the subject property, is approved by the local government with land use planning jurisdiction, it shall be submitted to the County Surveyor for review of the phasing sequencing and lot numbering. The lot numbering shall be continuous and connected from phase to phase.~~

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2004, 4/8/04]

#### 11.01.030 Final Plat Requirements

A. If a preliminary plat for a subdivision, partition, or replat is approved by the local government with land use planning jurisdiction, then finalizing the subdivision, partition, condominium or replat requires the completion of a final plat pursuant to Chapter 11.01.030(B), except that a final plat is not required for a partition in

which all parcels are larger than 80 acres. In all cases, the form and content of the final plat or replat shall comply with the local government with land use jurisdiction's final decision approving the subdivision or partition application and applicable provisions of Chapters 11.01 and 11.02 of the County Code, ORS Chapters 92, 94 and 100 and ORS 209.250.

B. Unless waived by the County Surveyor, the final plat shall contain, at a minimum, the following information:

1. The lines and names of all streets and other public ways, parks, playgrounds, and easements dedicated to the public or granted for the use of the owners within the plat and to whom the easement will be conveyed;

2. The length and bearings of all straight lines, curves, radii, arcs, and the semi-tangents of all curves. Line tables and curve tables are subject to approval by the County Surveyor;

3. All dimensions along the lot lines of each lot or parcel, to the nearest hundredth of a foot, with the bearings and any other data necessary for the location of any lot line in the field;

4. Suitable primary control points, approved by the County Surveyor, and description and ties to these control points, to which all dimensions, angles, bearings, and similar data given on the plat shall be referred;

5. The location and complete physical descriptions of all permanent monuments found or set, including full physical descriptions of Public Land Survey Corners (monument and accessories) shown on the plat. Record references for the found monuments shall be cited;

6. The plat numbers and, if applicable, names of all platted subdivisions, partitions, condominiums, and cemeteries, and the legal numbers and names of all roads adjacent to the plat;

7. The date(s) monuments were set (so identified), the date(s) the final plat was prepared (so identified), a north arrow, and graphical and engineering scales;

8. The boundary of the divided land, with the bearings, curves, and distances marked, as determined by a field survey made by an Oregon registered professional land surveyor, and to close with a mathematical linear error of closure of not more than one foot in 10,000 feet. In addition, the survey shall be performed with the reference to the Federal Geodetic Control Committee guidelines for third order class II;

9. Any easements, restrictions, or notes required by the County, City, or other public service providers and the locations, widths, and purposes of all proposed easements and existing easements of record, including instrument numbers. For any non-public (private) easements the beneficiary, access, use and maintenance shall be noted on the plat or discussed in detail in a separately recorded document that will be noted on the final plat. All access from the plat to a public road shall be shown.

A. 10. Open space and common ownerships shall be labeled on the final plat as tracts. Labeling of tracts shall be alphabetical beginning with the letter "A," and no missing letters shall be allowed. The ownership, purpose, use, and maintenance of tracts shall be identified on the plat. In



addition, a deed conveying the tract to the intended recipients shall accompany the final plat mylar and be recorded immediately after the plat and noted on the plat.

11. — Draft copies of any separately created easements, maintenance agreements, other documents, and Declaration of Covenants, Conditions and Restrictions shall be submitted for County Surveyor review prior to final plat approval.

12. — Easements shall not be created by or within the Declaration of Covenants, Conditions and Restrictions, and Bylaws.

C. All declarations for a planned community-; articles of incorporation; bylaws; easements; maintenance agreements; or other similar items required or proposed shall be submitted with the final plat for review by the County Surveyor, Planning Director, the Office of County Counsel, and the County Surveyor (if the County Surveyor so requests).

1. The County Surveyor shall not approve the final plat until the Homeowners Association-any applicable declarations for a planned community; articles of incorporation; bylaws; easements; maintenance agreements; or other similar items required or proposed Agreement, Articles, Covenants Conditions and Restrictions and Bylaws are have been approved by the County Surveyor or City and are created filed with the appropriate state agency, if necessary.
2. The homeowners association agreementdeclaration for a planned community, articles of incorporation, and bylaws shall be consistent with ORS Chapters 92-and, 94 and 100, if appropriate.
3. When applicable, a certificate of formation of a nonprofit corporation, with a state seal, for the homeowners association shall be submitted with the final plat. for review by the Planning Director.
4. Easements shall not be created by or within the declaration of covenants, conditionsfor a planned community and any additional restrictions shall be noted on the final plat, or Bylaws.

D. Review and recording of the final plat shall be as follows:

1. The County Surveyor shall submit the final plat to the Planning Director for review.
2. Unless waived by the County Surveyor, after Planning Director approval, the final plat shall be submitted to the County Assessor for review and approval, as well as the County Road Official for review and approval when final plat is for a subdivision.
3. After signature by the County Surveyor, the Planning Director, the County Assessor and, if necessary, the County Road Official, the final plat shall be submitted to the County Clerk for recording. When the County Clerk is satisfied with the final plat, it shall be signed, assigned a permanent file number, and place in the permanent plat records of the County.

11.01.040 Property Line Adjustments

- A. The record of survey map shall be filed with the County pursuant to the standards and procedures of the County Surveyor's Office and the relevant provisions of Oregon Revised Statutes ORS Chapters 92 and 209. Additionally, revised legal descriptions of the properties affected by the adjustment (for new deeds) shall be prepared by a registered professional land surveyor, refer to the record of survey map that is filed with the County, and be recorded with the County Clerk.
  - B. A property line adjustment deed shall contain the names of the parties, the description of the adjusted line, references to original recorded documents, and signatures of all parties with proper acknowledgement.
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## 1105 SUBDIVISIONS, PARTITIONS, REPLATS, CONDOMINIUM PLATS, AND VACATIONS OF RECORDED PLATS

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### 1105.01 PURPOSE AND APPLICABILITY

Section 1105 is adopted to provide standards, criteria, and procedures under which a subdivision, partition, replat, condominium plat, or vacation of a recorded plat may be approved, except:

- A. In the EFU, TBR, and AG/F Districts, land divisions that are approved pursuant to Subsections 401.09, 406.09, or 407.08, respectively, are exempt from review pursuant to Section 1105. However, all subdivisions, as well as all partitions containing any parcel of 80 acres or smaller (based on the best available records), require completion of a final plat pursuant to Subsection 1105.07; and
- B. Subdivisions for cemetery purposes pursuant to Oregon Revised Statutes Chapter 97 are exempt from Section 1105.

### 1105.02 SUBMITTAL REQUIREMENTS FOR SUBDIVISIONS, PARTITIONS, AND REPLATS

In addition to the submittal requirements identified in Subsection 1307.07(C), an application for a subdivision, partition, or replat shall include:

- A. Five copies of a preliminary plat ~~for the proposed subdivision, partition, or replat.~~ The preliminary plat shall be drawn to a scale of not less than one inch equals 20 feet and not more than one inch equals 200 feet. If the preliminary plat is larger than 11 inches by 17 inches, five reduced-sized, legible copies of the preliminary plat shall be submitted on eight-and-one-half-inch by 14-inch or 11-inch by 17-inch paper. The following information shall be included on the preliminary plat or by separate attachment:
  - 1. Source of domestic water and location of any existing and proposed wells;
  - 2. Method of wastewater disposal and location of any existing and proposed on-site wastewater treatment systems;
  - 3. Existing and proposed utility lines and facilities;
  - 4. Calculations demonstrating that the proposed density complies with the minimum and maximum density standards of Section 1012, *Lot Size and Density*, or for zoning districts not subject to Section 1012, demonstrating compliance with the minimum lot size in the applicable zoning district;
  - 5. Locations, dimensions, and area of each lot, parcel, and tract;
  - 6. Date the preliminary plat was prepared;

7. North arrow;
  8. Identification of each lot or parcel by number;
  9. Locations and widths of all roads abutting the subject property, including road names, direction of drainage, approximate grades, and whether public or private;
  10. Locations and widths of all proposed roads, including proposed names, approximate grades, radii of curves, and whether public or private;
  11. Location and width of legal access to the subdivision or partition, other than public or County roads, if applicable;
  12. Contour lines at two-foot intervals if 10 percent slope or less or five-foot intervals if exceeding 10 percent slope within an urban growth boundary; contour lines at 10-foot intervals outside an urban growth boundary; source of contour information;
  13. Locations of all seasonal and perennial drainage channels, including their names, if known, and direction of flow;
  14. Locations and widths of all existing and proposed easements, to whom they are conveyed and for what purpose;
  15. Locations and dimensions of all existing and proposed driveways and walkways;
  16. Locations and dimensions of existing structures and their setbacks from existing and proposed lot lines;
  17. Locations and dimensions of all areas to be offered for public dedication and the intended use of such areas;
  18. Boundaries and type of restricted areas identified in Subsection 1012.05 or 1012.07, as applicable;
  19. Locations of all significant vegetative areas, including, but not limited to, major wooded areas, specimen trees, and bearing trees; and
  20. For a proposed subdivision, a plat name approved by the County Surveyor pursuant to Oregon Revised Statutes 92.090;
- B. Preliminary statements of feasibility required pursuant to Section 1006, Utilities, Street Lights, Water Supply, Sewage Disposal~~Sanitary Sewer~~, Surface Water Management, and Erosion Control~~Utilities Concurrence~~;

- C. ~~If the subject property~~For a proposed subdivision or partition that includes land designated Open Space by the Comprehensive Plan, a vicinity map showing the location of the subject property in relation to adjacent properties, roads, bikeways, pedestrian access, utility access, and manmade or natural site features that cross the boundaries of the subject property;
- D. ~~If the subject property~~For a proposed subdivision or partition that includes land designated Open Space by the Comprehensive Plan, an existing conditions map of the subject property showing:
1. Contour lines at two-foot intervals for slopes of 20 percent or less within an urban growth boundary; contour lines at five-foot intervals for slopes exceeding 20 percent within an urban growth boundary; contour lines at 10-foot intervals outside an urban growth boundary; source of contour information.
  2. Slope analysis designating portions of the site according to the following slope ranges and identifying the total land area in each category: zero to 20 percent, greater than 20 percent to 35 percent, greater than 35 percent to 50 percent, and greater than 50 percent;
  3. Drainage;
  4. Potential hazards to safety, including areas identified as mass movement, flood, soil, or fire hazards pursuant to Section 1003, *Hazards to Safety*;
  5. Marsh or wetland areas, underground springs, wildlife habitat areas, and surface features such as earth mounds and large rock outcroppings;
  6. Location of wooded areas, significant clumps or groves of trees, and specimen conifers, oaks, and other large deciduous trees. Where the subject property is heavily wooded, an aerial photograph, at a scale of not more than one inch equals 400 feet, may be submitted and only those trees that will be affected by the proposed development need be sited accurately;
  7. Location of any overlay zoning districts regulated by Section 700, *Special Districts*;
  8. Noise sources;
  9. Sun and wind exposure;
  10. Significant views; and
  11. Existing structures, impervious surfaces, utilities, landscaping, and easements; and

- E. For a proposed subdivision, a phasing plan and schedule, if the applicant proposes to have final plat review, pursuant to Subsection 1105.07, occur in two or more phases pursuant to Subsection 1105.03(CD).

F. A master plan if required pursuant to Section 1012.

1105.03 APPROVAL CRITERIA FOR SUBDIVISIONS, PARTITIONS, AND REPLATS

A major subdivision requires review as a Type III application pursuant to Section 1307, *Procedures*. A minor subdivision or a partition requires review as a Type II application pursuant to Section 1307. A replat that proposes to increase the number of lots or parcels in the recorded subdivision or partition plat requires review as a Type II application pursuant to Section 1307. Otherwise, a replat requires review as a Type I application pursuant to Section 1307. A subdivision, partition, or replat shall be subject to the following standards and criteria:

- A. The proposed subdivision, partition, or replat shall comply with the applicable provisions of the section of this Ordinance that regulates the subject zoning district and with Section 1000, *Development Standards*.
- B. In an Urban Low Density Residential District, the applicant may designate the proposed subdivision, partition, or replat as a zero-lot-line development. In a zero-lot-line development, there are no minimum rear and side setbacks for single-family dwellings, manufactured homes, and structures accessory to single-family dwellings and manufactured homes, except from rear and side lot lines on the perimeter of the final plat.
- ~~B. The proposed subdivision, partition, or replat shall comply with the applicable provisions of Chapters 11.01 and 11.02 of the County Code.~~
- ~~C. The proposed subdivision, partition, or replat shall comply with the applicable provisions of Oregon Revised Statutes Chapters 92 and 209.~~
- CD. As part of preliminary plat approval for a subdivision, approval of a phasing plan and schedule to allow final plat review to occur in two or more phases, each of which includes a portion of the subject property, may be granted in consideration of such factors as the size of the proposed subdivision, complexity of development issues, required improvements, and other factors deemed relevant. If a phasing plan and schedule is approved, such approval shall be subject to the following:
1. The total number of lots in all recorded phases of the subdivision shall not exceed the maximum density allowed pursuant to Section 1012, *Lot Size and Density*, for the gross site area included in all such phases.
  2. If one or more open space tracts are required as a condition of subdivision approval, the first phase shall include all required open space tracts for the entire subdivision.

3. Future phases shall be shown upon the initial and subsequent final plats as a “Tract Reserved for Future Development.”
4. As deemed necessary by the County or special districts, dedication of rights-of-way or easements into or through future phases may be required with the initial or subsequent phases, prior to platting of the final phase.

D. A nonprofit, incorporated homeowners association, or an acceptable alternative, shall be required for ownership of, improving, operating, and maintaining common areas and facilities, including, but not limited to, open space, private roads, access drives, parking areas, and recreational uses, and for snow removal and storage in Government Camp.

1. The homeowners association shall continue in perpetuity unless the requirement is modified pursuant to either Section 1309, *Modification*, or the approval of a new land use permit application provided for by this Ordinance.
2. Membership in the homeowners association shall be mandatory for each lot or parcel owner.
3. The homeowners association shall be incorporated prior to recording of the final plat.
4. Acceptable alternatives to a homeowners association may include, but are not limited to, ownership of common areas or facilities by the government or a nonprofit conservation organization.

E. If the subject property is in a future urban area, as defined by Chapter 4 of the Comprehensive Plan, the location of proposed easements, road dedications, structures, wells, and on-site wastewater treatment systems shall be consistent with the orderly future development of the subject property at urban densities.

#### 1105.04 ADDITIONAL APPROVAL CRITERIA FOR REPLATS

The number of lots or parcels in the replatted area shall not exceed the number previously approved for the area, unless:

- A. The gross site area of the affected plat is increased, or is of sufficient size to allow additional lots or parcels, or the zoning on the subject property has been changed since the existing plat was approved, permitting a greater density on all, or part, of the original platted area;
- B. The allowed density is recalculated pursuant to Section 1012, *Lot Size and Density*, on the basis of the gross site area of the original platted area and any additions to the gross site area, and, if applicable, on the basis of the new zoning;
- C. All existing lots or parcels within the plat that are not affected by the replat, including additional lots or parcels that may be created by subdivision or partition



under existing zoning, are subtracted from the maximum density of the original plat area in determining allowed density for the replatted portion; and

- D. All open space requirements of the original plat, if applicable, are satisfied by the replatted subdivision or partition, or portion thereof.

#### 1105.05 CONDOMINIUM PLATS

If condominium platting is proposed as part of a design review application pursuant to Section 1102, *Design Review*, a separate condominium plat application is not required. Otherwise, a condominium plat requires review as a Type I application pursuant to Section 1307, *Procedures*. ~~A condominium plat shall be subject to the following standards and criteria:~~

~~A. The proposed condominium plat shall comply with the applicable provisions of the section of this Ordinance that regulates the subject zoning district and with Section 1000, *Development Standards*.~~

~~B. The proposed condominium plat shall comply with the applicable provisions of Oregon Revised Statutes Chapter 100.~~

~~C. If a proposed condominium plat is approved, finalizing the condominium plat requires the completion of a final plat.~~

~~1. The final plat shall be submitted to the Planning Director for review. If the final plat is consistent with the approved preliminary plat and the conditions of approval included in the County's final decision on the condominium plat application have either been completed or guaranteed pursuant to Section 1311, *Completion of Improvements, Sureties, and Maintenance*, the Planning Director shall signify approval by signing the plat.~~

~~2. Unless waived by the County Surveyor, after Planning Director approval, the final plat shall be submitted to the following officials for review and approval. Each official shall sign the final plat when satisfied that it meets their individual requirements.~~

~~a. County Assessor;~~

~~b. County Surveyor; and~~

~~e. County Road Official.~~

~~3. After all officials have signed the final plat, it shall be submitted to the County Clerk for recording. When the County Clerk is satisfied with the final plat, it shall be signed, assigned a permanent file number, and placed in the permanent plat records of the County.~~

#### 1105.06 APPROVAL PERIOD AND TIME EXTENSION

- A. Approval of a preliminary plat ~~for a subdivision, partition, replat, or condominium~~ 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 final plat shall be recorded with the County Clerk, or the approval will become void.
- B. If a final plat is not recorded within the initial approval period established by Subsection 1105.06(A), a two-year time extension may be approved pursuant to Section 1310, *Time Extension*.
- C. If a phasing plan and schedule are approved pursuant to Subsection 1105.03(~~CD~~), the following shall apply in lieu of Subsections 1105.06(A) and (B):
  - 1. The phasing schedule may provide a preliminary plat approval period for the first phase not to exceed four years from the date of the final written decision. If the County's final decision is appealed, the approval period shall commence on the date of the final appellate decision.
  - 2. The phasing schedule may provide a preliminary plat approval period for each subsequent phase not to exceed two years from the end of the prior phase approval period.
  - 3. Each phase shall be recorded with the County Clerk within the applicable approval period, or the approval of that phase and all subsequent phases will become void.
  - 4. If a final plat for any phase is not recorded within the initial approval period for that phase, a two-year time extension for that phase and all subsequent phases may be approved pursuant to Section 1310.
  - 5. In no case shall a phasing schedule or any time extensions permit the recording of any phase more than 10 years after the date of preliminary plat approval.

1105.07 FINAL PLAT REVIEW

If a preliminary plat ~~for a subdivision, partition, or replat~~ is approved, finalizing the ~~approval~~~~subdivision, partition, or replat~~ requires the completion of a final plat, except that a final plat is not required for a partition ~~or partition replat~~ in which all parcels are larger than 80 acres. The applicant shall comply with the following:

- A. The form and content of the final plat shall comply with the County's final decision approving the ~~preliminary plats~~~~subdivision or partition application~~ and applicable provisions of Chapters 11.01 and 11.02 of the County Code, and Oregon Revised Statutes (~~ORS~~) Chapters 92, 94, 100, and ~~ORS 209.250~~.
- ~~B. Unless waived by the County Surveyor, the final plat shall contain, at a minimum, the following information:~~

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

- ~~1. The lines and names of all streets and other public ways, parks, playgrounds, and easements dedicated to the public or granted for the use of the owners within the plat and to whom the easement will be conveyed;~~
- ~~2. The length and bearings of all straight lines, curves, radii, arcs, and the semi-tangents of all curves;~~
- ~~3. All dimensions along the lot lines of each lot or parcel, to the nearest hundredth of a foot, with the true bearings and any other data necessary for the location of any lot line in the field;~~
- ~~4. Suitable primary control points, approved by the County Surveyor, and description and ties to these control points, to which all dimensions, angles, bearings, and similar data given on the plat shall be referred;~~
- ~~5. The location and complete physical descriptions of all permanent monuments found or set, including full physical descriptions of Public Land Survey Corners (monument and accessories) shown on the plat. Record references for the found monuments shall be cited;~~
- ~~6. The plat numbers and, if applicable, names of all platted subdivisions, partitions, condominiums, and cemeteries, and the legal numbers and names of all roads adjacent to the plat;~~
- ~~7. The date(s) monuments were set (so identified), the date(s) the final plat was prepared (so identified), a north arrow, and graphical and engineering scales;~~
- ~~8. The boundary of the divided land, with the bearings, curves, and distances marked, as determined by a field survey made by an Oregon registered professional land surveyor, and to close with a linear error of closure of not more than one foot in 10,000 feet. In addition, the survey shall be performed with the reference to the Federal Geodetic Control Committee guidelines for third order class II;~~
- ~~9. Any easements or notes required by the County or other public service providers and the locations, widths, and purposes of all existing easements of record, including instrument numbers; and~~
- ~~10. Open space and common ownerships shall be labeled on the final plat as tracts. Labeling of tracts shall be alphabetical beginning with the letter "A", and no missing letters shall be allowed. The ownership, purpose, use, and maintenance of tracts shall be identified on the plat.~~

~~D. All Homeowners Association Agreements, Articles, and Bylaws, and other similar items required or proposed shall be submitted with the final plat for review by the Planning Director the Office of County Counsel, and the County Surveyor (if the County Surveyor so requests).~~

- ~~1. The Planning Director shall not approve the final plat until the Homeowners Association Agreement, Articles, and Bylaws are approved by the County.~~
- ~~2. The Homeowners Association Agreement, Articles, and Bylaws shall be consistent with ORS Chapters 92 and 94, if appropriate.~~
- ~~3. A certificate of formation of a nonprofit corporation, with a state seal, for the Homeowners Association shall be submitted with the final plat for review by the Planning Director.~~
- ~~4. After Planning Director approval, signed and notarized original documents of the Homeowners Association Agreement, Articles, and Bylaws and the certificate of formation described in Subsection 1105.07(D)(3) shall be submitted for recording at the same time as the final plat is submitted to the County Clerk. The final plat shall contain references to such documents.~~

~~BE.~~ The final plat shall be submitted to the County Planning Director for review. If a homeowners association is required, the declaration for a planned community, articles of incorporation, and bylaws shall be submitted to the County with the final plat. If the final plat and, if a homeowners association is required, the declaration for a planned community, articles of incorporation, and bylaws are consistent with the approved preliminary plat and the conditions of approval included in the County's final decision on the ~~subdivision, partition, or replat~~ application have either been ~~satisfied~~completed or guaranteed pursuant to Section 1311, *Completion of Improvements, Sureties, and Maintenance*, the Planning Director shall ~~sign~~signify approval by signing the plat.

~~F.~~ Unless waived by the County Surveyor, after Planning Director approval, the final plat shall be submitted to the following officials for review and approval. Each official shall sign the final plat when satisfied that it meets their individual requirements:

- ~~1. County Assessor;~~
- ~~2. County Surveyor;~~
- ~~3. Board of County Commissioners; and~~
- ~~4. County Road Official.~~

~~G.~~ After all officials have signed the final plat, it shall be submitted to the County Clerk for recording. When the County Clerk is satisfied with the final plat, it shall be signed, assigned a permanent file number, and placed in the permanent plat records of the County.

#### 1105.08 VACATIONS OF RECORDED PLATS ~~OR PORTIONS THEREOF~~

~~A. The County may initiate proceedings to vacate public property. A recorded plat, or portion thereof, may be vacated pursuant to Oregon Revised Statutes (ORS) 92.205 through 92.245, ORS 368.326 through 368.366, or other applicable statutes.~~

~~B. The property owner may initiate vacation proceedings of public or private property by filing with the Planning Director an application that includes the following:~~

- ~~1. A description of the property proposed to be vacated, including any recorded legal descriptions or recorded plat;~~
- ~~2. A recent title report on each property proposed to be vacated that was prepared under the criteria of the County Surveyor;~~
- ~~3. A statement of the reasons for requesting that the plat, or portions thereof, be vacated;~~
- ~~4. The complete names, addresses, and phone numbers of all persons holding any recorded right, title, or interest in or to each property proposed to be vacated;~~
- ~~5. The complete names, addresses, and phone numbers of all persons owning any improvements being constructed on any public property proposed to be vacated;~~
- ~~6. The complete names, addresses, and phone numbers of all persons owning any real property abutting any public property proposed to be vacated; and~~
- ~~7. If the petition is for vacation of property that will be redivided in any manner, a preliminary subdivision or partition plat showing the proposed redivision.~~

~~C. Approval of a plat vacation shall be granted only if the vacation is in the public interest. The determination of whether a vacation is in the public interest shall include, but not necessarily be limited to, the following findings:~~

- ~~1. Will not result in the vacation of public roads necessary to serve the area or adjacent properties;~~
- ~~2. Will not interfere with the need to provide public facilities such as sewer and water; and~~
- ~~3. Will not jeopardize the potential for development of other properties pursuant to the Comprehensive Plan designation for the area.~~

~~D. Plat vacations shall be reviewed by the Planning Director if the proceedings for vacation were initiated by a petition that contains the notarized signatures of owners and contract purchasers of 100 percent of property proposed to be vacated and abutting any public property proposed to be vacated. The petition must indicate the owners' and contract purchasers' approval of the proposed vacation.~~

- ~~E. Except as provided in Subsection 1105.08(D), plat vacations shall be reviewed by the Hearings Officer at a hearing conducted pursuant to Section 1307, *Procedures*.~~
- ~~F. After considering vacation proceedings pursuant to Subsection 1105.08(D) or 1105.08(E), the Planning Director or Hearings Officer, respectively, shall issue a report and recommendation to the Board of County Commissioners for approving or denying the vacation of property. The report shall include an assessment of whether the vacation is in the public interest as required by Subsection 1105.08(C). Notice of the Planning Director's or Hearings Officer's recommendation shall be provided pursuant to Subsection 1307.09(A)(1) or 1307.10(E), respectively.~~
- ~~G. The Board of County Commissioners shall consider the Planning Director's or Hearings Officer's recommendation to approve or deny the proposed vacation. If the Board of County Commissioners approves the proposed vacation, the Board Order shall:~~
- ~~1. State that the plat, or portion thereof, is vacated;~~
  - ~~1. Describe the exact location of each property to be vacated using a description prepared by and bearing the seal and original signature of an Oregon registered professional land surveyor or other appropriate means of description; and~~
  - ~~2. Authorize the County Surveyor to mark the vacation on the plat filed with the County Surveyor.~~
- ~~H. The Board Order vacating a plat, or portion thereof, shall be recorded with the County Clerk and certified copies of the recorded order shall be filed with the County Surveyor and the County Assessor. The order shall become effective upon recording.~~

1105.09 SUBDIVISIONS OF MANUFACTURED DWELLING PARKS AND MOBILE HOME PARKS

The conversion of an existing or approved manufactured dwelling park or mobile home park to a subdivision requires review as a Type I application pursuant to Section 1307, *Procedures*, and shall be subject to the submittal, review, and platting requirements of Oregon Revised Statutes (ORS) 92.830 through 92.845. Where ORS 92.830 through 92.845 conflict with the provisions of this Ordinance, ORS 92.830 through 92.845 shall take precedence.

[Amended by Ord. ZDO-224, 5/31/11; Amended by Ord. ZDO-230, 9/26/11; Amended by Ord. ZDO-248, 10/13/14; Amended by Ord. ZDO-253, 6/1/15]

**1107 PROPERTY LINE ADJUSTMENTS**

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**1107.01 PURPOSE AND APPLICABILITY**

Section 1107 is adopted to provide standards, criteria, and procedures under which a property line adjustment may be approved.

**1107.02 SUBMITTAL REQUIREMENTS**

In addition to the submittal requirements identified in Subsection 1307.07(C), an application for a property line adjustment shall include a tentative plan for the proposed property line adjustment. The plan shall be drawn to a scale of not less than one inch equals 20 feet and not more than one inch equals 200 feet and shall include the following information:

- A. Lot line dimensions and size in square feet or acres of the two lots of record that are the subject of the application;
- B. Identification of the area(s) proposed to be adjusted from one lot of record to the other;
- C. North arrow;
- D. Adjacent roads (noting whether public or private), including road names and road rights-of-way or easement widths;
- E. Locations and dimensions of existing and proposed driveways;
- F. Location of wells or name of water district;
- G. Location of on-site wastewater treatment systems or name of sanitary sewer district;
- H. Easements, including widths and types, labeled as existing or proposed, specifically noting whom they serve; and
- I. Existing structures and the distance from each structure to existing and proposed lot lines.

**1107.03 GENERAL APPROVAL CRITERIA**

A property line adjustment requires review as a Type I application pursuant to Section 1307, *Procedures*, except that an application filed pursuant to Subsection 1107.04(C)(2)(b), 1107.04(C)(2)(c), or 1107.04(D)(3) requires review as a Type II application pursuant to Section 1307. A property line adjustment shall be subject to the following standards and criteria:

- A. A property line adjustment is subject to the minimum and maximum lot size standards of the applicable zoning district, ~~as may be modified pursuant to Subsection 1013.06(D) or 1014.04~~, except as follows:
1. If a lot of record is smaller than the minimum lot size standard, ~~as may be modified pursuant to Subsection 1013.06(D) or 1014.04~~, its size may be reduced, provided that it is not in an EFU, TBR, or AG/F District. Notwithstanding this provision, a lot of record that is larger than 3,000 square feet shall not be reduced to less than 3,000 square feet, unless such a reduction complies with the minimum lot size standard of the applicable zoning district; ~~as may be modified pursuant to Subsection 1013.06(D) or 1014.04~~.
  2. If a lot of record is larger than the maximum lot size standard, ~~as modified by Subsection 1014.04~~, its size may be reduced even if the reduction is not sufficient to comply with the maximum lot size standard.
  3. If a lot of record in an EFU, TBR, or AG/F District is smaller than the minimum lot size standard, its size may be reduced subject to Subsection 1107.04.
- B. Subsequent subdivision or partition (or development of dwelling units subject to Section 1012, *Lot Size and Density*) of a lot of record that was the subject of a property line adjustment shall be limited as follows:
1. A property line adjustment shall not be used to later permit development that exceeds the maximum density established by Section 1012. In calculating density, all lots or parcels (or dwelling units subject to Section 1012) within both lots of record that were the subject of the property line adjustment shall be included.
  2. In ~~the RA-1, RRFF-5 and FF-10 Districts~~ ~~a zoning district not subject to Section 1012~~, ~~where averaging of lot sizes may be permitted pursuant to Table 316-2, Dimensional Standards in the Rural Residential and Future Urban Residential Zoning Districts~~, a property line adjustment shall not be used to later permit a subdivision or partition that reduces the minimum average lot size below the minimum average lot size standard. In calculating the minimum average lot size, all lots or parcels within both lots of record that were the subject of the property line adjustment shall be included.
- C. A property line adjustment is subject to the minimum ~~setbackyard depth~~ standards of the applicable zoning district, except that if a lawfully established nonconforming ~~setbackyard depth~~ exists, the property line adjustment may be approved if it does not reduce that depth. Prior to Planning Director approval of the final property line adjustment record of survey map required pursuant to Subsection 1107.06, ~~setbackyard depths from the proposed relocated property line~~ for all existing structures on the subject property shall be verified by a site plan prepared and stamped by an Oregon registered professional land surveyor. If



no structures exist, the surveyor may submit a stamped letter so stating.

- D. A property line adjustment is prohibited between lots of record separated by a Comprehensive Plan land use plan designation boundary, as identified on Comprehensive Plan Map IV-3, *Lake Oswego Land Use Plan Map*, IV-4, *West Linn Land Use Plan Map*, IV-5, *Oregon City Land Use Plan Map*, IV-6, *North Urban Area Land Use Plan Map*, or IV-7, *Non-Urban Area Land Use Plan*, and *Mt. Hood Corridor Land Use Plan*, if the boundary separates an Urban, Unincorporated Community, or Rural Plan designation from an Agriculture or Forest Plan designation, except an adjustment may be granted when it results in an increase in the size of the lot of record with the Agriculture or Forest Plan designation. However, ~~approval of such an adjustment shall not be used to result in a reconfigured a lot of record, the effect of which is to~~ qualifying the lot of record for a land division pursuant to Subsection 1012.02(D)902.01(B)(5).
- E. A property line adjustment is prohibited between lots of record separated by the Portland Metropolitan Urban Growth Boundary or the unincorporated community boundary of Government Camp, Rhododendron, Wemme/Welches, Wildwood/Timberline, or Zigzag Village.
- F. A property line adjustment shall not result in the adjustment of a dwelling from one lot of record to the other unless the lot of record receiving the dwelling otherwise complies with all applicable standards of this Ordinance for the siting of a dwelling.
- ~~G. A property line adjustment shall comply with Oregon Revised Statutes Chapter 92.~~

#### 1107.04 EFU, TBR, AND AG/F DISTRICT APPROVAL CRITERIA

In addition to the standards and criteria in Subsection 1107.03, a property line adjustment in the EFU, TBR, or AG/F District shall be subject to the following standards and criteria:

- A. A property line adjustment shall not be used to reconfigure a lot of record or tract, the effect of which is to qualify a lot of record or tract for the siting of a dwelling.
- B. A property line adjustment shall not separate a temporary dwelling for care, relative farm help dwelling, home occupation, or processing facility from the lot of record on which the primary dwelling or other primary use exists.
- C. A property line adjustment for a lot of record without an approved homestead, nonfarm use, nonforest use, farm management plan, or forest management plan may be approved pursuant to the following provisions:
  - 1. A property line adjustment for a lot of record larger than 80 acres may be approved if the adjustment does not reduce the lot of record to less than 80

acres.

2. A property line adjustment for a lot of record smaller than 80 acres may be approved pursuant to the following provisions:
  - a. The property line adjustment will:
    - i. Not reduce the size of the lot of record by more than five percent; and
    - ii. Only one reduction is approved pursuant to this provision; or
  - b. Both lots of record are in the EFU District and the resulting configuration (size) is determined to be at least as appropriate for the continuation of the existing commercial agricultural enterprise on each lot of record, as compared to the original configuration; or
  - c. Both lots of record are in the EFU District and the adjustment complies with the provisions for siting a dwelling not in conjunction with a farm use as required by Oregon Administrative Rules (OAR) 660-033-100(7) and Section 401, *Exclusive Farm Use District*.

- D. A property line adjustment for a lot of record with an approved homestead, nonfarm use, or nonforest use may be approved pursuant to the following provisions:
  1. Both lots of record have an approved homestead, nonfarm use, or nonforest use; or
  2. The adjustment does not result in an increase in the size of the homestead, nonfarm use, or nonforest use lot of record; or
  3. Both lots of record are in the EFU District and the adjustment complies with the provisions for siting a dwelling not in conjunction with a farm use as required by OAR 660-033-100(7) and Section 401.

#### 1107.05 APPROVAL PERIOD

Approval of a property line adjustment is valid for two 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 two-year period, the requirements of Subsection 1107.06(C) shall be satisfied, or the approval will become void.

#### 1107.06 RECORD OF SURVEY MAP REVIEW

If a property line adjustment application is approved, finalizing the adjustment requires the filing of a record of survey map unless the County Surveyor waives this requirement. The applicant shall comply with the following:

- A. The form and content of the record of survey map shall comply with the County's final decision approving the tentative plan and applicable provisions of Chapter 11.01 of the County Code and Oregon Revised Statutes Chapters 92 and 209.
- ~~A. Draft Record of Survey Map: Prior to filing of the final property line adjustment record of survey map, a copy of a draft record of survey map shall be submitted to the Planning Director for review.~~
- B. Final Planning Director Approval of the Record of Survey Map: The final record of survey map shall be submitted to the County for review. If ~~it~~ the record of survey map is consistent with the approved tentative plan, and ~~the~~ if all conditions of approval included in the County's final decision on the application have been satisfied, the Planning Director shall sign the record of survey map.
- ~~C. Filing and Recording of the Record of Survey Map and Deeds: The record of survey map shall be filed with the County Surveyor's Office pursuant to the standards and procedures of that office and the relevant provisions of Oregon Revised Statutes (ORS) Chapters 92 and 209. Additionally, revised legal descriptions of the properties affected by the adjustment (for new deeds) shall be prepared by a registered professional land surveyor, refer to the record of survey map that is filed at the County Surveyor's Office, and be recorded with the County Clerk.~~
- ~~D. Deed Requirements: A property line adjustment deed shall contain the names of the parties, the description of the adjusted line, references to original recorded documents, and signatures of all parties with proper acknowledgement.~~

[Amended by Ord. ZDO-230, 9/26/11; Amended by Ord. ZDO-248, 10/13/14; Amended by Ord. ZDO-253, 6/1/15; Amended by Ord. ZDO-262, 5/23/17]

February 8, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Cooperation Agreement with  
Northwest Housing Alternatives  
for the NHA Annie Ross House Emergency Shelter in Milwaukie

<b>Purpose/Outcomes</b>	Community Development Block Grant (CDBG) funds will assist in the re-building of the Annie Ross House Emergency Shelter for homeless families.
<b>Dollar Amount and Fiscal Impact</b>	Total CDBG funds is \$245,000 <ul style="list-style-type: none"> <li>• No County General Funds are involved.</li> </ul>
<b>Funding Source</b>	The fund source is the FY16 CDBG allocation which the County receives annually from the US Department of Housing and Urban Development (HUD). No County General Funds are involved.
<b>Duration</b>	The term of this Agreement is a period beginning when it becomes effective and ending fifteen (15) years from the date signed by both PARTIES. The expiration date of this Agreement will be approximately February, 2033.
<b>Previous Board Action</b>	2016 Action Plan and the 2-Year Funding Recommendations were approved by the BCC on May 5, 2016.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Increasing housing choice and housing opportunity for low to moderate income households.</li> <li>2. Ensuring safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Kevin Ko, Manager, Housing and Community Development - (503) 655-8359
<b>Contract No.</b>	H3S 8662

**BACKGROUND:**

The Housing and Community Development Division of the Health, Housing & Human Services Department requests the approval of a Cooperation Agreement with Northwest Housing Alternatives (NHA). The NHA campus Family Housing Apartments project involves demolition of all current NHA buildings including 2 office buildings, 9 residential houses and the emergency shelter. The redesigned campus will include construction of one new emergency shelter for homeless families, one building for offices and 3 residential multifamily apartment buildings. CDBG funds will be provided to assist with the re-building of the Annie Ross House Emergency Shelter on the NHA campus. The campus property is approximately 1.7 acres located at 2316 SE Willard Street in Milwaukie, Oregon, 97222.

**RECOMMENDATION:**

We recommend the approval of this Cooperation 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 DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES, HOUSING AND COMMUNITY DEVELOPMENT DIVISION

AND

### NORTHWEST HOUSING ALTERNATIVES

#### I. Purpose:

- A. This Cooperation “Agreement” is entered into between Clackamas County by and through its Community Development Division (“County”) and Northwest Housing Alternatives, Inc. (“NHA”) jointly referred to as the Parties, to provide the basis for a cooperative working relationship for the purpose of the Annie Ross House Campus Re-design the “Project”. The Project will consist of demolishing multiple residential buildings and constructing up to 5 buildings including an emergency shelter for homeless families, three apartment buildings and one office building. Funding in this Agreement is for the replacement of the Annie Ross House family emergency shelter.
- B. The Project will combine several residential properties into one 1.6 acre property, owned by NHA and located at 2316 SE Willard Street between SE 23<sup>rd</sup> and SE 25<sup>th</sup> Avenue in Milwaukie, Oregon 97222 (the “Property”).
- C. NHA is a not-for-profit non-governmental entity, with tax-exemption status that provides services to residents of Clackamas County.
- D. The County has determined that the Project is eligible for Community Development Block Grant (“CDBG”) funds as a Low-Mod Limited Clientele Activity – Presumed Benefit because the Annie Ross House facility will serve homeless families. NHA will collect clientele information on the Performance Measures Report attached as Attachment A. The Income Limits for 2017 are shown below:

HUD Annual Income Limits for the Portland-Vancouver Metropolitan Area (As of April 2017)								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income	\$26,150	\$29,900	\$33,650	\$37,350	\$40,350	\$43,350	\$46,350	\$49,350
Low Income	\$41,850	\$47,800	\$53,800	\$59,750	\$64,550	\$69,350	\$74,100	\$78,900

#### II. Scope of Cooperation:

- A. Under this Agreement the responsibilities of NHA shall be as follows:
  - 1. NHA shall provide all necessary supervisory and administrative support to complete the Project and assist the County with the federal requirements of the grant.

2. NHA shall be solely responsible for the direction, management, and administration of the design, architecture and construction professionals in completion of the Project.
3. NHA shall direct the selected contractor to follow Federal Prevailing Wage Rates for Davis-Bacon requirements and in accordance with Oregon Statute and local procurement laws. NHA will provide copies of all Project bidding documents to the County as documentation.
4. NHA will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance. NHA will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance.
5. NHA agrees to maintain ownership of the Property for the life of the Project.
6. NHA agrees to inform the County in writing prior to making any change in the use of the Property. Should the new use not meet the U.S. Department of Housing and Urban Development ("HUD") eligibility criteria, and/or the clients no longer meet the HUD income guidelines, the NHA shall reimburse County as provided in 24 CFR Part 570.505. Said provision is attached as Attachment B and hereby made a part of this Agreement.
7. Upon completion of the Project, NHA shall operate the Project as an emergency housing facility. In the event that NHA is no longer able to operate the Project as an emergency housing facility, NHA may submit a written application to the County requesting that the Annie Ross House be operated as another approved use of the CDBG Program, meeting the National Objective for CDBG funds.
8. Should the Property be sold or converted to a non-qualifying use, NHA agrees to reimburse the County as provided in 24 CFR Part 570.505. Said provision is attached as Attachment B and hereby made a part of this Agreement.
9. NHA shall also adhere to the guidelines of 24 CFR Part 85.43 Enforcement and 85.44 Termination for convenience. Said provision is attached as Attachment C and hereby made a part of this Agreement.
10. NHA agrees to complete the County's form CDBG Match Funds report which identifies other sources of funding allocated for the Project. Said report template is attached as Attachment D and hereby made a part of this Agreement.

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 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 agrees to provide a Project Coordinator to perform the following tasks for the Project:
  - a. Provide NHA with current prevailing wage information for the General Contractor on the Project.
  - b. Meet with the selected General Contractor as needed to review the federal requirements of the project funding.
  - c. Conduct on-site interviews of workers for Federal Prevailing Wage Rates for Davis-Bacon and review submitted certified Payroll Forms for the Project to ensure compliance;
  - d. Collect all HUD required Project Close-Out Documents; and
  - e. Authorize payment to NHA of CDBG funds for constructions costs for the project per Section III A of this Agreement.
4. The County shall adhere to the U.S. Department of Housing and Urban Development (“HUD”) guidelines of the Real Property Acquisition Policies Act of 1970 as amended (“URA”) as applicable.

### **III. Budget and Financial**

- A. County will provide up to **\$245,000** dollars of CDBG funds to NHA to complete the Project. 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.
- B. NHA agrees to provide the remainder of the funds for the Project less the amount provided by the County as described in Part III A.
- C. In no event shall NHA financial participation be less than twenty percent (20%) of the final Project cost.

### **IV. Liaison Responsibility**

Stephen McMurtrey will act as liaison from NHA for this Project. Mark Sirois will act as liaison from the County.

### **V. Special Requirements**

- A. Law and Regulations. County and NHA 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. NHA agrees to indemnify, defend and hold harmless the County and its officers, elected officials, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to acts or omissions of NHA, or their officers, elected officials, agents and employees, in performance of this Agreement. NHA also agrees to accept responsibility for the completed Project work upon the date of substantial completion of the Project work, and to hold harmless and indemnify County and its officers and employees for the Project work thereafter. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, County agrees to indemnify, defend and hold harmless the NHA and their officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of County, and County's officers, agents and employees, 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. The County, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of NHA which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- H. Debt Limitation. This Agreement is expressly subject to the debt limitation of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent. 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.
- I. Conflict of Interest. No officer, employee, or agent of NHA or County who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant 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. NHA owns the Property and will bear the risk of loss from any event whatsoever, and will purchase and maintain appropriate insurance on all affected property. NHA must maintain such insurance at NHA'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 the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. 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 30.272. The NHA will maintain all required insurance for the term of the Agreement (15 years starting at Construction Close-Out).

- K. Nondiscrimination. NHA and the County agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are primarily 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. NHA 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 the NHA 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. NHA agrees to participate with the County in any evaluation project 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. Audits and Inspections. NHA will ensure that the County, 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.
- P. Reversion of Assets. NHA shall ensure that the Property covered under this Agreement is used to meet one of the National Objectives in CFR 570.208 for the full term of this Agreement. If the Property is not used to meet one of the National Objectives for the full term of this Agreement, NHA shall pay to County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the Property.

## **VI. Amendment**

This Agreement may be amended at any time with the concurrence of the Parties. Amendments become a part of this Agreement only after the 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 fifteen (15) years from the date signed by both PARTIES. The expiration date of this Agreement will be May, 2032.
- 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 NHA to comply with any term of this Agreement; or
  - 2. Mutual Agreement by the Parties in accordance with 24 CFR 85.44.
- 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 NHA 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**

NHA 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]*

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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.

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Northwest Housing Alternatives  
2316 SE Willard Street,  
Milwaukie, OR 97222-7740

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

**Signing on Behalf of the Board:**

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Martha McLennan, Executive Director

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Richard Swift, Director of Health, Housing  
and Human Services

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Date

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Date

Reviewed as to Form:

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County Counsel

# ATTACHMENT A

## COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PERFORMANCE REPORT

FOR THE PERIOD: JULY 1, \_\_\_\_\_ TO JUNE 30, \_\_\_\_\_ (after project completion)

Project Name: **NHA Annie Ross Campus Improvements**

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)

# of Females \_\_\_\_\_  
 # of Males \_\_\_\_\_  
 # of Elderly \_\_\_\_\_  
 # of 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

---

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 570

#### **570.505 Use of real property.**

The standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

(a) A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either;

(1) The new use of such property qualifies as meeting one of the national objectives in 570.208 (**formerly 570.901**) and is not a building for the general conduct of government; or

(2) The requirements and paragraph (b) of this section are met.

(b) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

(c) If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 570.504(b) (4) or (5), as applicable, shall apply to the use of funds reimbursed.

(d) Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the property no longer will be subject to any CDBG requirements.

## ATTACHMENT C

### 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 D

## CDBG Project Match Funds

**For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for your project: Annie Ross House Campus Re-design**

2016-17 Match Funds	\$ _____
---------------------	----------

<b>SOURCES OF LOCAL MATCH:</b>	
Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

<b>Private (including recipient) Funding</b>	
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

February 8, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a HOME Loan Documents with  
Northwest Housing Alternatives  
for the NHA Campus Family Housing Apartments in Milwaukie

<b>Purpose/Outcomes</b>	HOME program funds will assist in the development of 28 affordable rental housing units in the NHA Campus Family Housing Apartments project.
<b>Dollar Amount and Fiscal Impact</b>	Total HOME funds is \$525,000 <ul style="list-style-type: none"> <li>• \$525,000 long-term loan, 0.0% interest, 20-year term.</li> <li>• No County General Funds are involved.</li> </ul>
<b>Funding Source</b>	The fund source is the FY16 and FY17 HOME Investment Partnerships Program allocations which the County receives annually from the US Department of Housing and Urban Development (HUD). No County General Funds are involved.
<b>Duration</b>	The term of the loan is 20 years, beginning at closing in May 2018 and ending in June 2038. The HOME Period of Affordability is 20 years from date of project completion.
<b>Previous Board Action</b>	2017 Action Plan and the 3-Year Funding Recommendations were approved by the BCC on May 11, 2017 - agenda item 051117-A1.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Increasing housing choice and housing opportunity for low to moderate income households.</li> <li>2. Ensure safe healthy and secure communities</li> </ol>
<b>Contact Person</b>	Kevin Ko, Manager, Housing and Community Development - (503) 655-8359
<b>Contract No.</b>	H3S 8662

**BACKGROUND:**

The Housing and Community Development Division of the Health, Housing & Human Services Department requests the approval of a HOME Loan Documents with Northwest Housing Alternatives (NHA). The NHA campus Family Housing Apartments project involves demolition of all current NHA buildings including 2 office buildings, 9 residential houses and the emergency shelter. The redesigned campus will include construction of one new emergency shelter for homeless families, one building for offices and 3 residential multifamily apartment buildings. HOME funds will be provided to assist with the development of the 28 residential housing units. The campus property is approximately 1.7 acres located at 2316 SE Willard Street in Milwaukie, Oregon, 97222.

**RECOMMENDATION:**

We recommend the approval of this HOME Loan 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

# LOAN AGREEMENT

## CLACKAMAS COUNTY HOME PROGRAM

**Name of Project: NHA Campus Family Housing Apartments**

This Loan Agreement (“Agreement”) is entered into between NHA Campus Redevelopment Limited Partnership (“Owner”), and Clackamas County (“County”), a Participating Jurisdiction under the HOME Program.

This Agreement includes the following attachments:

- |                             |  |
|-----------------------------|--|
| A. Legal Description        | E. HOME Affordability Requirements                         |
| B. Sources and Uses         | F. Affirmative Marketing and MBE/WBE Outreach Requirements |
| C. Schedule of Tasks        | G. Project Completion documentation                        |
| D. HOME Match Contributions |  |

The parties, in consideration of the mutual promises and obligations set forth below, agree as follows:

1. **DEFINITIONS.** Capitalized terms in this Agreement and in the other Loan Documents have the following definitions:
- a. **Annual Income.** Annual income as defined at 24 CFR 5.609.
  - b. **Affordability Requirements.** The Affordability Requirements refer to the restrictions on rents and tenant incomes set forth in Section 10 below.
  - c. **HOME-Assisted Units or HOME Unit.** HOME-Assisted units “HOME units” are those units in the Project which were partially or totally rehabilitated, constructed, or otherwise assisted with the use of HOME Funds. The HOME-Assisted units are designated in Section 4 below.
  - d. **HOME Funds.** HOME Funds means the total amount of HOME Program dollars being provided by the County to the Project under this Agreement. See Section 2 below.
  - e. **HOME Program and HOME Regulations.** The federal HOME Investment Partnership Program (HOME Program) is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990. HUD’s regulations and requirements for the HOME Program are located in 24 CFR Part 92. Should anything in this Agreement or the other Loan Documents conflict with the HOME regulations, the HOME regulations shall prevail.
  - f. **HUD.** The United States Department of Housing and Urban Development.
  - g. **Loan Documents.** The Loan Documents are this Agreement, the Promissory Note, the Trust Deed, and the Declaration of Land Use Restrictive Covenants, all of which are incorporated into this Agreement by reference.
  - h. **Low-Income and Very Low-Income.** A Low-Income household is one whose total income does not exceed 80% of the County’s median income. A Very Low-Income household is one whose total income does not exceed 50% of the County’s median income.
  - i. **Median Income.** Median Income means the median income for Clackamas County, adjusted for family size, as published by HUD, from time to time.
  - j. **Owner** includes the current Owner and any subsequent Project owner, subject to the County consenting to any transfer under Section 29 below.
  - k. **Period of Affordability.** See Section 9 below.
  - l. **Project.** The NHA campus redesign project involves all buildings including 2 office buildings, 9 residential houses and the emergency shelter to be demolished. The redesigned campus will include construction of one new emergency shelter for homeless families, one building for offices and 3 residential multifamily apartment buildings. HOME funds may be provided to assist with the development of the 28 residential housing units. The campus property is approximately 1.7 acres located at 2316 SE Willard Street in Milwaukie, Oregon, 97222. The legal description of the property is set forth in **Attachment A.**

- m. **Project Completion Date.** The project completion date shall be the later of the date when (a) the work is completed, (b) the final HOME drawdown has been disbursed to the Project, or (c) the County has entered the project completion information into HUD's disbursement and information system.

**2. HOME FUNDS; LOAN TERMS**

- a. **Amount and Purpose:** County shall loan HOME funds in the amount of Five Hundred Twenty-Five Thousand Dollars (**\$525,000**) to the Owner for the Project.
- b. **Loan Terms:**
  - i. The HOME Funds will be provided as a **0.0% interest deferred payment loan**.
  - ii. The outstanding principal balance of this loan, together with all accrued and unpaid interest, shall be paid in full upon the earlier of December 31 of the 60<sup>th</sup> year after closing of the Projects' Development Financing ("Maturity Date"); the sale, assignment or other transfer of title to the Property without the County's consent; or the date Owner or its agents or subcontractors is otherwise in default under any of the Loan Documents (including but not limited to the failure to meet the Affordability Requirements of Section 10 below). Exceptions: A sale pursuant to the NHA's buyout option and right of first refusal will not cause the Loan to be due and payable. Neither a transfer nor assignment of a limited partner's interest in Owner, a transfer of any membership or partnership interest in the limited partner or the removal of a general partner for cause, pursuant to the terms of Borrower's Amended and Restated Agreement of Limited Partnership, shall cause the Loan to be due and payable.
- c. **Loan Documents:** The loan shall be evidenced by this Agreement, a Promissory Note, a Leasehold Trust Deed, and a Declaration of Land Use Restrictive Covenants, all of which together are incorporated by reference into this Agreement and are referred to collectively as the "**Loan Documents**."
- d. **Recording Requirement:** The Owner agrees to record the Leasehold Trust Deed and the Declaration of Land Use Restrictive Covenants, upon recordation of a memorandum of Lease evidencing Owner's Leasehold interest in a portion of the property on which the project is to be developed (the ("Leasehold Estate") is anticipated to be created on or before \_\_\_\_\_).
- e. The loan shall begin to accrue interest on the Project Completion Date.

**3. PAYMENT OF OBLIGATION.**

- a. Payments of principal and interest shall be made until the loan is paid in full. All payments on the loan shall be applied first to the interest due on the loan and then the remaining amount shall be applied to the principal. No late fees will be charged.
- b. Payments shall be made at such place as County may designate in writing and shall be in the manner and amount as is described in the Promissory Note between the parties relating to this project.

**4. HOME-ASSISTED UNITS**

- a. Five (5) units in the project are HOME-Assisted Units: 3 are new and 2 are due to previous agreements. The total number of HOME-Assisted units has been calculated on the total amount of HOME funds invested in the project, including, but not limited to, this loan. The HOME units are as follows:

<b>Bedroom Size</b>	<b>TOTAL UNITS</b>	<b>Low-Home Units</b>	<b>High Home Units</b>	<b>Total HOME-Assisted</b>
1-bedroom (tenant) unit:	5	0	0	0
2-bedroom (tenant) unit:	17	1	4	5
3-bedroom (tenant) unit:	6	0	0	0
<b>TOTALS</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>5</b>

- b. Fixed/Floating: The HOME-Assisted units are designated as FLOATING HOME units as defined at 24 CFR 92.252.
- c. See Section 10 below and Attachment E for rent and income limits for the HOME-Assisted Units.

- d. Special Needs Set-aside. 7 units will be set aside for persons with special needs to comply with the County's requirement.

**5. SOURCES AND USES OF FUNDS; SCHEDULE OF TASKS**

- a. All current anticipated sources and uses of funds for the acquisition phase of the Project are set forth in **Attachment B**. The Uses Statement shall specify by line item the source of funds for each such line item. The Owner certifies that (i) it has, or will obtain, commitments of the funds from each of the sources identified, (ii) the sources of funds are sufficient to fund the project in full, and (iii) HOME funds shall only be used for HOME-eligible costs (see 24 CFR 92.206 and 92.214).
- b. The Schedule of Tasks to be undertaken in order to complete the Project is set forth in **Attachment C**.

**6. MATCH REQUIREMENT**

**Attachment D** documents the Project-related eligible sources of matching contributions as allowed by 24 CFR 92.218 through 92.222.

**7. HOME REGULATIONS**

The Owner agrees to comply with the HOME Regulations and with the other requirements of the Loan Documents.

**8. ENVIRONMENTAL REVIEW**

- a. The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and the related authorities in 24 CFR Parts 50 and 58.
- b. The County is responsible for environmental review, decision-making, and action for each activity that it carries out with HOME funds, in accordance with 24 CFR part 58. The County will not commit any HOME funds toward construction of the Project before completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR Part 58.
- c. HOME Funds cannot be used for acquisition or construction in identified special flood hazard areas unless the Project is subject to the mandatory purchase of flood insurance as required by Section 102(a) of the Flood Disaster Protection Act of 1973.
- d. In the event that changes or modifications to the approved HOME activities are necessary, the Owner must, prior to any additional commitment or expenditure of funds, submit all necessary supplemental environmental review information and data to the County for the purpose of updating the environmental review record.

**9. PERIOD OF AFFORDABILITY**

- a. **The Initial Period of Affordability is the HUD-required Period of Affordability. It shall be 20 years**, without regard to the term of the loan or the transfer of ownership, except as noted in subsection d below. The Initial Period of Affordability begins on the Project Completion Date.
- b. The **Extended Period of Affordability** begins at the end of the INITIAL Period of Affordability and continues until such time as the loan is paid in full.
- c. Unless specified otherwise, the Period of Affordability includes both the Initial and the Extended Periods of Affordability.
- d. **Termination of Period of Affordability.** In accordance with 24 CFR 92.252(e), the Period of Affordability may be terminated upon foreclosure or transfer in lieu of foreclosure, but shall be revived according to the original terms if during the original Period of Affordability, the owner of record before the foreclosure or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property.

**10. AFFORDABILITY REQUIREMENTS (RENTS AND TENANT INCOMES)**

- a. To ensure compliance with the HOME "Program Rule," at initial occupancy all of the HOME-Assisted Units must be rented to tenants whose incomes at the time of the tenant's initial occupancy, are less than or equal to 60% of the median income.

- b. **Low-HOME Units.** If the number of HOME-Assisted Units is 5 or more, at least 20% of the HOME-assisted units must be occupied initially and throughout the Period of Affordability by tenants, who at the time of their initial occupancy are very-low-income tenants and the initial rents for those units must not exceed the Low HOME rents shown in **Attachment E**. These rents are subject to periodic adjustment by HUD. If the unit receives federal or state project-based rental assistance, the Low-HOME rent shall not exceed the allowable rent under the rental assistance program.
- c. **High-HOME Units.** After initial occupancy as indicated in paragraph (a) above, the remaining HOME-Assisted Units must be rented during the Period of Affordability to tenants, who at the time of their initial occupancy are low-income tenants and the initial rents for these units must not exceed the High HOME rents shown in **Attachment E**. These rents are subject to periodic adjustments by HUD.
- d. Increases in Tenant's Income.
  - i. Low-HOME rent units
    - 1. If the income of a tenant in a Low-HOME rent unit rises above 50% of median income, but does not exceed 80% of median income, then the next available HOME-Assisted Unit (for fixed-unit projects) or the next available comparable unit (for floating-unit projects) must be rented to a very-low-income tenant. The unit occupied by the tenant whose income increased becomes a High-HOME unit and the High-HOME rent must be charged, provided that in no event shall the rent of a tenant of a HOME-assisted unit that has been allocated federal low-income housing tax credits "LIHTC" increase beyond the maximum applicable LIHTC rent for such unit.
    - 2. The rent for the unit occupied by the tenant whose income has increased above 80% of median income will be set in accordance with subparagraph iii below.
  - ii. High-HOME rent units
    - 1. The income of a tenant in a High-HOME rent unit can increase to 80% of median income with no change in the status as a HOME-Assisted Unit or in the tenant's rent.
    - 2. If the income of a tenant in a High-HOME rent unit rises above 80% of median income, then the next available HOME-Assisted Unit (for fixed-unit projects) or the next available comparable unit (for floating-unit projects) must be rented to a tenant whose income does not exceed 80% of median income.
    - 3. The rent for the unit occupied by the tenant whose income has increased above 80% of median income will be set in accordance with subparagraph iii below.
  - iii. Project-based rent subsidy: In accordance with 24 CFR 92.252(b)(2), if the unit receives federal or state project-based rental subsidy, the maximum rent is the rent allowable under the federal or state project-based rental subsidy program.
  - iv. Over-income Tenants: In accordance with 24 CFR 92.252(i), a tenant who no longer qualifies as a low-income household must pay as rent 30 percent of the household's adjusted gross income, except that:
    - 1. In no event shall the tenant of a HOME-assisted unit that has been allocated federal low-income housing tax credits be charged rent in excess of the maximum applicable LIHTC rent for such unit.
    - 2. If the HOME-assisted unit is a floating unit, a tenant who no longer qualifies as a low-income household is not required to pay as rent an amount that exceeds the market rent for a comparable unassisted unit in the neighborhood.
- e. Certification and Recertification of Tenant Income: The Owner must certify each tenant's household income, and must recertify such income annually in accordance with HOME regulations.

## **11. TENANT SELECTION CRITERIA; LEASE REQUIREMENTS**

- a. The Owner must adopt written tenant selection policies and criteria, which must be approved by the County. The criteria must be consistent with the purpose of providing housing for very-low-income and low-income households, must be reasonably related to program eligibility and the applicant's ability to perform the lease obligations, must provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as practicable, and must give prompt written notification to any rejected applicant of the grounds for any rejection.

- b. Tenants must be offered renewable lease agreements with an initial duration of at least one year, unless a shorter time period is mutually agreed upon by the tenant and the landlord.
- c. In compliance with 24 CFR 92.252(d), the owner cannot discriminate against rental assistance subsidy holders.
- d. Tenant leases may not contain any of the following provisions:
  - i. Agreement by the tenant to be sued or to have a judgment entered in favor of Owner.
  - ii. Except as allowed by Oregon law, agreement by the tenant to allow Owner to take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties.
  - iii. Agreement by the tenant not to hold Owner liable for any action or failure to act.
  - iv. Agreement by the tenant that Owner may institute a lawsuit without notice to the tenant.
  - v. Agreement by the tenant that Owner may evict tenant without instituting court proceedings in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
  - vi. Agreement by the tenant to waive any right to a trial by jury, to waive the tenant's right to appeal, or otherwise challenge in court, a court decision in connection with the lease.
  - vii. Agreement by the tenant to pay attorney fees or costs even if the tenant wins in a court proceeding against the Owner. The tenant may however be obligated to pay costs and attorney fees if the tenant loses.
- e. The Owner may not terminate the tenancy or refuse to renew the tenant's lease except for serious or repeated violation of the terms of the lease, for violation of law, for completion of the tenancy period for transitional housing, or for other good cause. To terminate or refuse to renew tenancy, Owner must serve written notice on the tenant specifying the grounds for the eviction at least 30 days before the termination of the tenancy.

**12. PROPERTY STANDARDS**

- a. Upon completion, the Project must meet all of the applicable Property Standards in 24 CFR 92.251 for new construction. County staff will periodically inspect the Project during construction and at completion to assure compliance with the Property Standards.
- b. Upon project completion and throughout the Period of Affordability, the Project must be maintained so that it continues to meet the property standards set forth in 24 CFR 92.251.

**13. INDEMNIFICATION AND INSURANCE**

The Owner agrees to indemnify, defend and hold harmless the County and its officers, elected officials, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands, except when due to the County's negligence or intentional misconduct, arising from performance of this Agreement.

The Owner shall maintain all-risk property insurance in the amount of the full replacement value of the property, commercial general liability insurance in the minimum amount of \$ 1,000,000.00, and Rent Loss insurance in an amount equal to 12 months rental income. Owner shall provide County proof of insurance in the required amounts upon execution of this loan document, and again upon request of the County. Owner shall give county no less than 30 days notice if there is a cancellation, nonrenewal or material change of Owner's insurance. See paragraph 1.12 of the Trust Deed for additional insurance requirements.

**14. EVENTS OF DEFAULT**

An event of default under the Loan Documents includes, but is not limited to, the following; provided that the party declaring a default has first provided to the other party thirty days written notice specifying the alleged default and giving such other party the opportunity to cure the alleged default during that 30 day period, or during such longer period as is agreed to by the non-defaulting party in writing.

- a. Securing all Funding. The Owner must secure all fund sources identified in Attachment B within 12 months from the Effective Date identified in Section 31.



- b. Availability of the Project's HOME-assisted housing units. Within 24 months from the Effective Date identified in Section 31, the HOME-assisted units funded under this Agreement must be available for occupancy.
- c. Noncompliance with the Affordability Requirements at any time during the term of this Loan.

County agrees that any cure of any default made or tendered by Investor Member shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.

#### **15. REMEDIES FOR DEFAULT**

- a. In the event of default, either party may pursue any legal or equitable remedy available to it. Without limiting the foregoing, County may (i) declare the entire amount of the Loan due and payable at once, or (ii) extend the Period of Affordability for a period equal to the length of the period during which noncompliance with the Affordability Requirements existed.
- b. The County and any tenant or applicant who meets the income limitation applicable under 24 CFR 92 (whether prospective, present or former occupant) shall be entitled, for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Owner of its obligations under this Agreement in state court.

#### **16. AFFIRMATIVE MARKETING**

If the Project contains five or more HOME-Assisted Units, the Owner must implement and follow the adopted Affirmative Marketing Plan of the County, **Attachment F**. The Owner must maintain records evidencing compliance with the Plan.

#### **17. MINORITY/WOMEN'S BUSINESS**

In accordance with Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), the County has adopted procedures and requirements for HOME projects for the purpose of encouraging the use of minority and women's business enterprises. The Owner certifies that it will follow and implement the adopted procedures and requirements in **Attachment F**.

#### **18. NON-DISCRIMINATION**

- a. The Owner must comply with all applicable federal, state, and local laws prohibiting discrimination on the basis of age, sex, marital status, familial status, religion, race, creed, color, sexual orientation, nationality, the presence of any sensory, mental or physical handicap, or other protected class. These requirements apply to both employment opportunities and the provision of housing and are specified in
  - i. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 200d et seq.);
  - ii. Title VI; Civil Rights Act of 1968, Title VIII, as amended;
  - iii. Equal Employment Opportunity, Executive Order 11246, as amended;
  - iv. Section 3 of the Housing and Urban Development Act of 1968;
  - v. Section 504 of the Rehabilitation Act of 1973;
  - vi. The Fair Housing Act of 1988 (42 U.S.C. 3601-3620);
  - vii. Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259);
  - viii. Age Discrimination Act of 1975, as amended (42 U.S.C. 6101); and
  - ix. Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225).
- b. The Owner must maintain data on the extent to which each racial and ethnic group and single-headed household (by gender of head of household) have applied for and rented units in the Project.

#### **19. DISBURSEMENT OF FUNDS**

- a. The Owner agrees to request funds under this Agreement only when they are needed for payment of specific allowable costs and only in amounts needed to pay such costs. The payment request must be accompanied by source documentation for actual expenses.

- b. The County shall verify requested amounts for satisfactory completion prior to payment. Payments shall be based upon work completed and approved by the County.
- c. County will not disburse any HOME funds until all the Loan Documents are signed and the following documents are received:
  - i. Copy of the Management Agreement;
  - ii. Copy of HOME tenant lease; and
  - iii. Copy of the written tenant selection criteria.
- d. Five percent (5%) of HOME funds will be withheld until the Owner provides the County with the documentation outlined in **Attachment G**.
- e. The Owner must submit Form HUD-40097 (Project Completion Report - Part C, household characteristics for each HOME-assisted unit) within 120 days of the request for final disbursement.

**20. CONTRACTOR DEBARMENT AND SUSPENSION**

In order to comply with the requirements of 24 CFR Part 24, the Owner must obtain a certification guaranteeing that no participants in lower tier covered transactions, having to do with the Project financed in whole or in part by the HOME Funds, are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal projects.

**21. SECTION 3 REQUIREMENTS**

Section 3 of the Housing and Urban Development Act of 1968, as amended, applies to:

- Projects for which HUD's share of the project cost exceeds \$200,000; and
- Contracts and subcontracts awarded on projects for which HUD's share of project costs exceeds \$200,000 and the contract or subcontract exceeds \$100,000.

Section 3 requires that to the greatest extent feasible opportunities for training and employment in connection with planning and carrying out the Project be given to low-income residents of the project area, and contracts for work in connection with the Project be awarded to business concerns, including but not limited to individuals for firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the project area.

**22. LEAD BASED PAINT**

For all units in the Project (not just HOME-Assisted Units) and for common areas, the Owner must comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR 982.401(j)) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC Sections 4831 et. seq.) requiring prohibition of the use of lead-based paint whenever HOME Funds are used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

**23. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT**

The Owner must comply with all the regulations and laws regarding displacement, relocation, acquisition and replacement of housing, including those contained in 24 CFR 92.353 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601-4655).

**24. CONFLICT OF INTEREST**

Unless an exception is granted by the County pursuant to 24 CFR 92.356(f)(2), no developer, owner or sponsor of the Project, or officer, employee, agent or consultant of the owner, developer or sponsor, may occupy a HOME-Assisted Unit in the Project. This section does not apply to an employee or agent who occupies a HOME-Assisted Unit as the project manager or maintenance worker.

**25. FAITH BASED ACTIVITIES**

- a. Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or

location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.

- b. An organization that participates in the HOME program shall not, in providing program assistance, discriminate against a program beneficiary, or prospective program beneficiary, on the basis of religion or religious belief.
- c. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. HOME funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part.

## **26. RECORDS**

- a. The Owner must keep such records as are necessary to demonstrate compliance with all parts of this Agreement, including but not limited to the affordability requirements, tenant lease provisions, property standards, affirmative marketing, anti-discrimination, Section 3, MBE/WBE, environmental review, relocation/displacement/property acquisition, labor requirements, lead-based paint, conflict of interest, debarment and suspension and intergovernmental review.
- b. Owner must annually provide tenant eligibility records to the County.
- c. Record Retention Periods
  - i. Except as stated in this subparagraph, records must be retained for five years following the Project Completion Date.
  - ii. Owner must maintain records pertaining to each HOME assisted tenant's income verifications, project rents and project inspections for at least the most recent five year period, until five years after the Period of Affordability has expired.
  - iii. Written agreements must be retained for five years after the agreement terminates.
  - iv. Records covering displacement and acquisition must be retained for five years after the date by which all persons displaced from the Property and all persons whose property is acquired for the Project have received the final payment to which they are entitled under 24 CFR 92.353.
  - v. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- d. Access to Records. HUD, the Comptroller General of the U.S., the County, and any of their representatives, have the right of access to any pertinent books, documents, papers or other records, in order to make audits, examinations, excerpts or transcripts, or otherwise determine compliance with HOME regulations.
- e. Any duly authorized representative of the Secretary of HUD or the Comptroller General of the United States or the County shall at all reasonable times have access to and the right to inspect, copy audit, and examine all books, records and other documents relating directly to the Owner's receipt and disbursement of the HOME Funds, as well as access to the Project. Upon request, the Owner must assist the County by serving notice to affected tenants, as required under Oregon Law.

## **27. MONITORING**

- a. Within 60 days of completion, the county staff will make an on-site visit to monitor compliance with the HOME rent and occupancy standards.
- b. The County will monitor the performance of the Owner to assure compliance with the requirements of this Agreement. During the INITIAL Period of Affordability, the monitoring will be conducted in accordance with 24 CFR 92.504)c)(5)(d) and will include on-site inspections and a review of all records required in Section 26 above.

**28. WAIVER**

Failure by either party to enforce any right under this Agreement shall not be deemed to be a waiver of that right or of any other right.

**29. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to the benefit of the heirs, successors, and assigns of each party, provided that written consent is obtained from the other party.

**30. AUTHORITY TO SIGN**

Each party signing this Agreement, and the other Loan Documents, represents that it has full power and authority to enter into this Agreement, and the persons signing this Agreement for such party, if such party is not an individual, have full power and authority to sign for such party and to bind it to this Agreement, and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with the Loan Documents. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

**31. EFFECTIVE DATE**

The Effective Date of this Agreement is the date it is signed by all parties.

**PROJECT OWNER:**

NHA Campus Redevelopment Limited Partnership  
By: Willard Street Redevelopment LLC  
Its General Partner  
By: Martha McLennan, Executive Director

Address: 2316 SE Willard Street  
Milwaukie, OR 97222  
By:

**CLACKAMAS COUNTY**

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

Signing on Behalf of BCC:

\_\_\_\_\_  
*(signature)*  
Printed Name: Martha McLennan  
Title: Executive Director  
  
Phone: (503) 654-1007  
Fax: (503) 654-1319  
Federal ID# 93-0814473

\_\_\_\_\_  
*(signature)*  
Printed Name: Richard Swift  
Title: Director,  
Health Housing and Human Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Reviewed as to Form:

\_\_\_\_\_  
County Counsel

## **Attachment A. Legal Description**

A parcel of land being part of Block 3 YOUNG'S ADDITION of MILWAUKIE, as situated in the Southwest one-quarter of the Northwest one-quarter of Section 36, Township 1 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon. Said parcel of land being more particularly described as follows:

Several residential properties along SE Willard Street, SE 23<sup>rd</sup> Avenue and SE 25<sup>th</sup> Avenue in Milwaukie Oregon including:

- 2316 SE Willard Street
- 2302 SE Willard Street
- 2400 SE Willard Street
- 2404 SE Willard Street
- 11481 SE 25th Avenue
- 11493 SE 25th Avenue
- 2416 SE Willard Street
- 2440 SE Willard Street
- 2342 SE Willard Street
- 2344 SE Willard Street
- 2328 SE Willard Street
- 2330 SE Willard Street
- 11466 SE 23rd Avenue

These properties will be combined into one property owned by Northwest Housing Alternatives.

**Attachment B. Sources and Uses of Funds**

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**Attachment C. Schedule of Tasks**

	<b>PROPOSED DATE (month/year)*</b>	<b>REVISED DATE (month/year)*</b>	<b>COMPLETED DATE (month/year)*</b>
<b>SITE</b>			
Option/Contract executed	n/a	n/a	
Site Acquisition	n/a	n/a	
Zoning Approval			April 2016
Site Analysis			April 2016
Building Permits & Fees	May 2017	May 2017	
Off-site Improvements	n/a	n/a	
<b>PRE-DEVELOPMENT</b>			
Plans Completed (permit)		March 2017	
Final Bids		September 2017	
Contractor Selected			August 2015
<b>FINANCING</b>			
<b>CONSTRUCTION LOAN:</b>			
Proposal	October 2016	June 2017	
Firm Commitment (submittal)	January 2017	August 2017	
Closing/Funding of Loan	May 2017	October 2017	
<b>PERMANENT LOAN</b>			
Proposal	October 2016	June 2017	
Firm Commitment	January 2017	August 2017	
Closing/funding of Loan	March 2019	October 2019	
<b>DEVELOPMENT</b>			
Syndication Agreement	May 2017	October 2017	
Construction Begins	May 2017	October 2017	
Construction Completed	November 2018	May 2019	
Certificate Of Occupancy	November 2018	June 2019	
<b>MARKETING</b>			
Lease up begins	August 2018	January 2019	
Lease up completed	November 2018	June 2019	
Absorption (units per month)			

**Attachment D.  
Home Match Contribution Form**

**PROJECT: NHA Campus Family Housing**

**Total number of units in project: 28**  
**Number of HOME-assisted units: 3**  
**Applicable match credit percentage\*: 11%**

MATCH SOURCE*	ELIGIBLE MATCH TYPE	ELIGIBLE MATCH AMOUNT	MATCH CREDIT

**Eligible forms of match as defined in 24 CFR 92.220(a):**

- (1) Cash Contribution from Nonfederal Source
- (2) Foregone Taxes, Fees and Charges
- (3) Donated Land or Other Real Property
- (4) On-site or Off-site Infrastructure
- (5) Proceeds from Affordable Housing Bonds
- (6) Donated Site Preparation and Construction Materials
- (7) Donated Site Preparation and Construction Equipment
- (8) Donated or Voluntary Labor or Professional Services
- (9) Sweat Equity (homeownership only)
- (10) Supportive Services (for rental projects only)

\*24 CFR 92.219 states that 100% of the matching contribution can be recognized if “at least 50 percent of the housing units in the project are HOME-assisted.”



## **Attachment E. HOME Affordability Requirements**

### **1. HOME Rent Schedule**

US Department of Housing and Urban Development  
PMSA: Portland-Vancouver, OR-WA  
Effective: April 2016

	<b>Low HOME</b>	<b>High HOME</b>
<b>1 Bedroom</b>	<b>\$689</b>	<b>\$920</b>
<b>2 Bedroom</b>	<b>\$827</b>	<b>\$1106</b>

#### **Notes:**

- Utility Allowance: The gross rents must be reduced if the tenant pays for any utilities besides telephone. The utility allowances prepared by the County Housing Authority shall be used when adjusting rents. Utility adjustments may be proposed by Owner for the Project, but must be approved by the County.
- Throughout the Period of Affordability rents plus utility standards for the Project will not be set at amounts less than those shown in this initial table.

### **2. HOME Tenant Income Limits**

US Department of Housing and Urban Development  
Effective: March 28, 2016

<b>HOUSEHOLD SIZE</b>	<b>30% OF MEDIAN</b>	<b>50% OF MEDIAN</b>	<b>60% OF MEDIAN</b>	<b>80% OF MEDIAN</b>
1 Person	\$15,400	\$25,700	\$30,840	\$41,100
2 People	\$17,600	\$29,350	\$35,220	\$46,950
3 People	\$20,160	\$33,000	\$39,720	\$52,800
4 People	\$24,300	\$36,650	\$44,100	\$58,650

**Note:** This schedule will be updated from time to time when adjustments are provided by HUD.

## ATTACHMENT F.

### OUTREACH TO MINORITY-OWNED AND WOMEN-OWNED BUSINESSES ENTERPRISES (MBE/WBE)

Clackamas County Housing and Community Development Division (HCD) will take the following steps to ensure, to the maximum extent possible, that small and minority-owned business enterprises and women-owned business enterprises (MBE/WBE) are used whenever possible and economically feasible:

- ◆ Include language in all notices and advertisements related to the HOME Program which states that MBE/WBE are encouraged to apply for such funds and to participate as suppliers, contractors, professional service providers, etc. on projects assisted with HOME funds. All informational and documentary materials will also include this language.
- ◆ Include qualified MBE/WBE on any contractor or solicitation lists.
- ◆ Coordinate with the Oregon Office of Minority, Women and Emerging Small Business to maintain a list of eligible MBE/WBE. This list will be made available to HOME recipients.
- ◆ When necessary and appropriate, utilize the services and assistance of the US Department of Commerce's Small Business Administration and Minority Business Development Agency.
- ◆ Through contractual agreement, ensure that recipients of HOME program funds solicit MBE/WBE whenever they are potential sources.
- ◆ When feasible, divide total requirements into smaller tasks or quantities to permit maximum participation by MBE/WBE.
- ◆ When feasible, establish delivery schedules which will encourage participation by MBE/WBE.
- ◆ In conjunction with HOME-Assisted Projects, HCD will:
  - ◆ Encourage project sponsors, developers and owners to include, to the maximum extent feasible, the use of MBE/WBE in providing supplies, professional and construction services.
  - ◆ Request that project sponsors/developers maintain statistical data and identify jobs which have been bid by MBE/WBE. HCD may inspect the project site to confirm the percentage of minority and women laborers working at the site.

Monitor project sponsors, developers and owners to determine their compliance efforts in promoting the use of MBE/WBE in specific procurement areas, i.e. supplies, professional services, and construction services.

## **AFFIRMATIVE MARKETING**

For housing containing five or more HOME-assisted units, the HOME regulations at 24 CFR Part 92.351 require project Owners to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing.

The project owner must:

- 1) Display the Equal Housing Opportunity statement or logo on all project signs.
- 2) Use the Equal Housing Opportunity statement or logo on all advertisements and publications. *Advertising media may include newspapers of general circulation, radio, television, brochures, or flyers.*
- 3) Display a Fair Housing Poster in a place visible to tenants and prospective tenants and in common area(s) of housing assisted with HOME funds.
- 4) Solicit applications for vacant units from persons in the housing market who are least likely to apply for the HOME-assisted housing without the benefit of special outreach efforts.

*In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the newly constructed or rehabilitated building is located shall be considered those least likely to apply.*

*For outreach purposes, the owner may utilize the housing authority, community action agencies, community development corporations, other community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, Clackamas County's Social Services' Information and Referral, the Community Connections website, or medical service centers to publicize unit vacancies or otherwise provide information to potential tenants.*

- 5) Maintain file records containing all marketing efforts including, but not limited to, copies of newspaper advertisements, file memorandums documenting phone inquiries, copies of inquiry letters and related responses, etc. *These records shall be made available to County for inspection during normal working hours.*

During the rent-up and initial marketing phase, HCD will assess the efforts of owners through the use of certifications of compliance by the owner. Thereafter, HCD will annually assess the efforts and the success of the affirmative marketing actions by the project owner.

In the event an owner fails to comply with the affirmative marketing requirements, HCD will require corrective actions which include, but are not limited to, requiring the owner to conduct extensive outreach efforts on all future vacancies using appropriate contacts such as those outlined above in order to achieve occupancy goals. HCD may impose other sanctions as deemed necessary.

## ATTACHMENT G.

### REPORTING REQUIREMENTS

#### 1. **Monthly Progress Reports.**

During the construction phase, the owner must submit a progress report each month that describes:

- a. Work completed during the reporting period; and
- b. Any decisions that have been made in the field, including changes to the scope of work, schedule and resolution to problems or disputes.

#### 2. **Final disbursement of HOME Funds at Project Completion.**

Five percent of HOME funds will be withheld until:

- a. The County inspects the completed project to verify that the HOME-Assisted Units meet the property standards set for at 24 CFR 92.251; and
- b. The owner submits the following documentation:
  - i. Documentation that relocation (if any) was conducted in accordance with Section 24 of this Agreement.
  - ii. Certification statement that the completed project meets the accessibility requirements of 24 CFR 92.251(a)(3).
  - iii. Certificate of Occupancy.
  - iv. Final Sources and Uses or Cost Certification that identifies the actual cost and funding source of each line item on the development budget.
  - v. Documentation for each source of match.
  - vi. Contractor information.
    - (1) Copy of construction contract between Owner and General Contractor.
    - (2) Certification that neither the General Contractor nor participants in lower tier covered transactions having to do with the project are currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federal projects.
    - (3) Forms and Assurances from General Contractor:
      - (a) Affidavit of Payment of Debts and Claims;
      - (b) Affidavit of Release of Liens from General Contractor and all Subcontractors;
      - (c) Consent of Surety Company to Final Payment (if bonded);
      - (d) Section 3 Summary Report (form HUD-60002);
      - (e) Minority- and Woman-Owned Business Enterprise Activity (form HUD-40107); and
      - (f) Contractor/Subcontractor Activity form (form HUD-2516).
  - vii. Copy of the Management Agreement;
  - viii. Copy of HOME tenant lease; and
  - ix. Copy of the written tenant selection criteria.
  - x. Form HUD-40097 (Project Completion Report - Part C, household characteristics for each HOME-Assisted Unit) must be submitted within 120 days of the request for final disbursement.

February 8, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Service Agreement with Genoa Pharmacy partnering  
with Clackamas County Health Centers Division  
in participation with Pharmacy Services Agreement at Beaver Creek Clinic

<b>Purpose/Outcomes</b>	The intent of the Service Agreement is to facilitate Clackamas County Health Centers Division (CCHCD) pharmacy services to clients of the clinics.
<b>Dollar Amount and Fiscal Impact</b>	The Agreement has no maximum value as it will generate revenue for Clackamas County's Federally Qualified Health Center (FQHC). This will enter CCHCD and Genoa into a "ship to/bill to" arrangement wherein Genoa will dispense prescription drugs on behalf of CCHCD, and then charge and collect fees for such drugs.
<b>Funding Source</b>	No County General Funds are involved. This is revenue generating through the fees for pharmacy services.
<b>Duration</b>	Effective December 1, 2017 and terminates December 31, 2019.
<b>Strategic Plan Alignment</b>	1. Provide patient-centered health center services to vulnerable populations so they can experience improved health. 2. Ensure safe, healthy and secure communities
<b>Previous Board Action</b>	There has been no previous board action on this item.
<b>Contact Person</b>	Deborah Cockrell, FQHC Director – 503-742-5495
<b>Contract No.</b>	8516

**BACKGROUND:**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a Service Agreement for the of Genoa pharmacies. Participation in the service agreement allows the purchase of prescription drugs for CCHCD patients at the convenience of the Beaver Creek Clinic.

This Agreement is effective December 1, 2017, and continues through December 31, 2019. This has been approved by County Counsel. This is retro due to language negotiations that went into early January, 2018.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

## PROFESSIONAL SERVICES CONTRACT

### Contract #8516

This contract for professional services (this "Contract") is entered into by and between Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and GENOA, A QOL HEALTHCARE COMPANY, LLC, a Pennsylvania limited liability company, hereinafter called CONTRACTOR, (each a "Party", and collectively, the "Parties") to provide an on-site pharmacy and related services at the Beavercreek Health Clinic, located at 110 Beavercreek Road, Ste.102, Oregon City, OR 97045 described below:

#### I. **SCOPE:**

This Contract covers the services as described in Exhibit 1 (Scope of Services and Compensation)), which by this reference is hereby made a part hereof and incorporated herein. The following provisions shall comprise this Contract. CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The Services shall be performed in accordance with a schedule mutually agreed upon by the Parties as outlined in Exhibit 1. The term of the contract shall **commence upon December 1, 2017 and continue through December 31, 2019** unless earlier terminated in accordance with Article VI.

#### II. **COMPENSATION:**

- A. CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:
1. CONTRACTOR will be solely responsible for payment of any Federal or State taxes levied upon CONTRACTOR as a result of the Services provided by CONTRACTOR or its lease of space from County related to the pharmacy located at 110 Beavercreek Road, Oregon City, OR 97045 (the "Premises"), as such lease is more specifically defined in the lease agreement between the Parties.
  2. This Contract is not intended to entitle CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).
  3. If CONTRACTOR has the assistance of other persons in the performance of this contract and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified and pay employees for the term of work in accordance with this Contract as an insured employer under Oregon Revised Statutes ("ORS") 279B.020 and ORS 279B.235, which are incorporated herein by this reference.
- B. CONTRACTOR certifies that, at present, he or she, if an individual is not a program, County, or Federal employee.
- C. CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

### III. **CONSTRAINTS**

CONTRACTOR agrees:

- A. If the services to be provided pursuant to Exhibit 1 are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency, unless mutually agreed upon by the Parties.
- B. Pursuant to the requirements of state law, the following terms and conditions are made a part of this contract, to the extent the same are applicable to this Contract:
  1. CONTRACTOR shall:
    - a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this contract.
    - b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this contract.
    - c. Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.
  2. If CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this contract.
  3. CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
  4. CONTRACTOR shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for such services and all moneys and sums which CONTRACTOR collected or deducted from the wages of CONTRACTOR's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
  5. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Notwithstanding the foregoing, COUNTY shall not knowingly direct, request, or solicit, directly or indirectly, more Services (as listed in Exhibit 1) than are able to be covered by such funds. COUNTY shall promptly inform CONTRACTOR in the event of such nonappropriation.
  6. CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Services as described in Exhibit 1 under this Contract.

- 7. CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of CONTRACTOR, and CONTRACTOR'S officers, agents and employees, in performance of this contract.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, COUNTY agrees to indemnify, defend and hold harmless the CONTRACTOR and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of COUNTY, and COUNTY'S officers, agents and employees, in performance of this contract.

- 8. CONTRACTOR'S failure to perform the Services identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to any or all of:
  - a. Requiring CONTRACTOR to perform, at CONTRACTOR'S expense, additional work necessary to perform the identified Services or meet the established performance standards; or
  - b. Subject to Section VI, declaring a default, terminating the contract and seeking damages and other relief under the terms of the Contract or other applicable law.
- 9. CONTRACTOR hereby represents and warrants that it has complied with all applicable tax laws of any political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316-318, inclusive. Further, the Contractor hereby covenants and agrees that Contractor shall comply with all tax laws of the State of Oregon or a political subdivision of the State during the term of this Agreement. Should Contractor fail to comply with this covenant, it shall be considered a material breach of the contract and Clackamas County shall be entitled, but not required to (i) terminate the Agreement by reason of Contractor's default hereunder, and (ii) seek any and all remedies in law or equity for such breach and/or termination. This remedy is in addition to, and not in replacement of, any other remedies provided for in this Agreement."

**IV. INSURANCE REQUIREMENTS**

**A. Commercial General Liability**

- Required by COUNTY                       Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

**B. Automobile Liability**

- Required by COUNTY                       Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of COUNTY, its officers, commissioners, agents and employees



against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

**C. Professional Liability**

**Required by COUNTY**

**Not required by COUNTY**

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners, 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.

- D. If CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- E. The insurance, other than the professional liability and workers compensation insurance, shall include COUNTY as an expressly scheduled additional insured. Proof of insurance must include a copy of the endorsement showing COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to COUNTY in the event of a cancellation, without an immediately replacement of equal policy limits, or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to COUNTY under this insurance. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- F. CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the CONTRACTOR under this contract, unless this requirement is expressly modified or waived by COUNTY in writing.

**V. SUBCONTRACTS:**

CONTRACTOR shall be responsible to COUNTY for the actions of persons and firms performing subcontract work. CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining any subcontract.

CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the CONTRACTOR under this contract, unless this requirement is expressly modified or waived by COUNTY in writing.

**VI. TERMINATION-AMENDMENT:**

- A. Termination without Cause. Either Party may terminate this Contract at any time during the Term, without cause or penalty, upon one hundred twenty (120) days prior written notice to the other Party; provided however, if this Contract is terminated by either Party within the first year of the Term, the Parties shall not enter into any replacement agreement or similar agreement or arrangement with each other until after the one year anniversary of date the Contract was executed.

#8516 Genoa, a QoL Healthcare Company, LLC. – Beavercreek  
Page 5 of 11

- B.** Termination for Cause. If either Party commits a material breach of this Contract, the non-breaching Party may, in its sole discretion, terminate this Contract by giving written notice to the breaching Party at least thirty (30) days prior to such termination, which notice shall state with particularity the grounds for termination. If the breaching Party does not cure the breach within the thirty (30) days specified in the notice, the non-breaching Party may terminate this Contract immediately.
- C.** This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.

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Page 6 of 11

This contract consists of six (6) sections plus the following attachments which by this reference are incorporated herein:

- |           |                                    |
|-----------|------------------------------------|
| Exhibit 1 | Scope of Services and Compensation |
| Exhibit 2 | Property Taxes                     |
| Exhibit 3 | Letter of Delegation               |

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

**GENOA, A QOL HEALTHCARE COMPANY, LLC**  
18300 Cascade Avenue S., Suite 251  
Tukwila, WA 98188-4711

**CLACKAMAS COUNTY BOARD OF  
COUNTY COMMISSIONERS by:**

Pennsylvania Limited Liability Company

DocuSigned by:  
Entity Type/State of Formation  
*Mark Peterson*

Authorized Signature

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

Mark Peterson, Chief Commercial Officer

Date  
253-218-0830                      253-218-0835  
Telephone / Fax Number

Date

Oregon Business Registry #

**EXHIBIT 1**

**SCOPE OF SERVICES AND COMPENSATION**

- I. CONTRACTOR agrees to provide the following services:
  - A. CONTRACTOR shall provide an on-site pharmacy and related services at the Beaver creek Health Clinic, located at 110 Beaver creek Road, Ste.102, Oregon City, OR 97045
  - B. Prescription services will be available to members served at all COUNTY clinics or qualified referrals.
  - C. CONTRACTOR will bill the Oregon Health Plan (OHP) and other responsible entities for their prescription services.
  - D. CONTRACTOR will employ a licensed pharmacist and the necessary support personnel
    - 1. The Contractor must comply with ORS 181.536-537 and applicable subsequent history checks on subject individuals employed or under contract with their agency.
  - E. CONTRACTOR will be a contract pharmacy of the 340B Pharmacy Program.
    - 1. Dispense both brand and generic
    - 2. Will provide 340B pricing for qualified prescriptions to COUNTY Insured and Uninsured clients.
    - 3. Will work with COUNTY'S 340B third party administrator to manage the 340B program.
    - 4. Co-payment means such amounts required to be collected by CONTRACTOR from eligible members that meet the statutory 340B patient definition using a drug discount card (cash card), pursuant to the policies of the COUNTY.
  - F. CONTRACTOR will provide mail order fulfillment for qualified prescriptions
  - G. Establish a closed-door pharmacy in space provided by Clackamas County.
  - H. Perform all necessary and legal requirements to certify the site as a pharmacy.
  - I. Commence pharmacy services effective the date the site is certified as a pharmacy with the State of Oregon and the OPA.
  - J. Operate the onsite pharmacy 40 hours per week, Monday through Friday, with one hour lunch break. Operating hours to be mutually agreed upon, with periodic assessments to ensure needs are being met.
  - K. Provide drug cost and drug utilization data, both individual and aggregate data.
    - 1. Provide other pharmacy related reports as necessary
  - L. Assist clients and staff with prior authorization requests as needed.
  - M. Provide consultation for COUNTY staff and clients regarding medications with no additional charge.
  - N. Dispense medication within 24 hours via a variety of compliance packaging systems, i.e. prescription bottle, bubble pack, multiple medication bubble pack, weekly medicet, etc. when needed.
  - O. Provide a consultant pharmacist to aid in the review and implementation of COUNTY'S Drug Formulary, recommending medications based on effectiveness, risks and acquisition cost and cost-impact.

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Page 8 of 11

- P. Provide a consulting pharmacist to establish guidelines to identify and correct incidences of poly-pharmacy.
- Q. Genoa is fully responsible for remodeling and expenses of site modifications and must have COUNTY approval.

COUNTY AGREES TO:

1. Provide the site to set up and utilize for pharmacy services.
2. Provide utilities at no cost to CONTRACTOR excluding telephone service, fax line, computer service and data lines, hazardous waste disposal and janitorial services. Provision of, and payment for, these certain exclusions shall be the responsibility of CONTRACTOR.
3. Be responsible for the actions of its employees.

COUNTY reserves the right to refuse to allow any pharmacist supplied by CONTRACTOR to render services under this Contract, if after good faith efforts to resolve any dispute related to COUNTY'S opinion as to the competence and performance of any such pharmacist, COUNTY determines, in its sole and reasonable discretion, that a pharmacist is incompetent, negligent, violates customary professional behavioral expectations, fails to obtain or maintain professional liability insurance in accordance with this Contract, fails to render the services as required herein, or if COUNTY determines, in the exercise of its sole and reasonable discretion, that patient health and safety or efficient operations of COUNTY is compromised. COUNTY shall notify CONTRACTOR of its determination and/or action immediately in writing. CONTRACTOR will not reassign the individual to COUNTY without prior approval of COUNTY, which approval shall not be unreasonably withheld. In the event a pharmacist is so removed, CONTRACTOR will replace him or her with a duly qualified pharmacist to render services under this Contract.

The COUNTY will lease space to CONTRACTOR for operation of the pharmacy at the monthly rate of five-hundred ninety-five dollars (\$595.00). Lease terms are in a separate lease agreement.

#8516 Genoa, a QoL Healthcare Company, LLC. – Beaver creek  
Page 9 of 11

**EXHIBIT 2**  
**PROPERTY TAXES**

COUNTY is a tax exempt municipal corporation. CONTRACTOR shall pay as due all taxes on its personal property located on site. CONTRACTOR shall pay as due all real property taxes and special assessments levied by any taxing authority because of its operations on site, as well as any interest and/or fees for late payments which may be assessed. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of site. If applicable, CONTRACTOR shall be solely responsible for filing all necessary documentation to apply and qualify for any exemptions from real property taxes during CONTRACTOR'S period of occupancy.

In the event that it is determined that property is taxable, CONTRACTOR is solely responsible for payment of the property tax liability for 476 sq. ft. of space leased at the Beaver creek Clinic located at 110 Beaver creek Rd., Ste. 102, Oregon City, OR 97045 and any personal property tax assessed within that rental space.

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**EXHIBIT 3**

Genoa, a QoL Healthcare Company, LLC  
c/o 18300 Cascade Avenue S., Ste. 251  
Tukwila, WA 98188-4711  
ATTENTION: Chief Executive Officer

Gentlemen:

Please be advised that I hereby designate Genoa, a QoL Healthcare Company, LLC, an Oregon limited liability company, to serve as my agent for the purpose of storing of drug assistance program medications and assisting with Prior Authorizations (PA) for Clackamas County Health Centers. As my agent, Genoa, a QoL Healthcare Company, LLC has the right, power and authority to take any and all actions on my behalf in connection with the foregoing activity. It is my explicit understanding that all agency activities shall be performed by duly licensed and authorized personnel.

This agency may be terminated by me, effective immediately, upon prior written notice of termination to Genoa, a QoL Healthcare Company, LLC.

I have acknowledged my acceptance of this arrangement by executing this letter in the space provided below.

Sincerely,

\_\_\_\_\_  
*Signature*

Name: Richard Swift Title: Director, Health, Housing, and Human Services

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**ACCEPTED FOR GENOA, A QOL HEALTHCARE COMPANY, LLC:**

By: Mark Peterson, Executive Vice President, Strategy and Corporate Development

Signature:  \_\_\_\_\_  
BD4C1F72A06B461...

Date: 11/1/2017

#8516 Genoa, a QoL Healthcare Company, LLC. – Beaver creek  
Page 11 of 11

**CERTIFICATE OF INSURANCE**

***To be provided within thirty (30) days of contract signing.***



February 8, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Service Agreement with Genoa pharmacy partnering  
with Clackamas County Health Centers Division in participation with  
Pharmacy Services Agreement at Hilltop Clinic

<b>Purpose/Outcomes</b>	The intent of the Service Agreement is to facilitate Clackamas County Health Centers Division (CCHCD) pharmacy services to clients of the clinics.
<b>Dollar Amount and Fiscal Impact</b>	The Agreement has no maximum value as it will generate revenue for Clackamas County’s Federally Qualified Health Center (FQHC). This will enter CCHCD and Genoa into a “ship to/bill to” arrangement wherein Genoa will dispense prescription drugs on behalf of CCHCD, and then charge and collect fees for such drugs.
<b>Funding Source</b>	No County General Funds are involved. This is revenue generating through the fees for pharmacy services.
<b>Duration</b>	Effective March 1, 2018 and terminates December 31, 2019.
<b>Strategic Plan Alignment</b>	1. Provide patient-centered health center services to vulnerable populations so they can experience improved health. 2. Ensure safe, healthy and secure communities
<b>Previous Board Action</b>	There has been no previous board action on this item.
<b>Contact Person</b>	Deborah Cockrell, FQHC Director – 503-742-5495
<b>Contract No.</b>	8543

**BACKGROUND:**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a Service Agreement for the of Genoa pharmacies. Participation in the service agreement allows the purchase of prescription drugs for CCHCD patients at the convenience of the Hilltop Clinic.

This Agreement is effective March 1, 2018, and continues through December 31, 2019. This has been approved by County Counsel. This is retro due to language negotiations that went into early January, 2018.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

## PROFESSIONAL SERVICES CONTRACT

#8543

This contract for professional services (this "Contract") is entered into by and between Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and GENOA, A QOL HEALTHCARE COMPANY, LLC, a Pennsylvania limited liability company, hereinafter called CONTRACTOR, (each a "Party", and collectively, the "Parties") to provide an on-site pharmacy and related services at the Hilltop Health Clinic, located at 998 Library Court., Oregon City, OR 97045 described below:

### I. **SCOPE:**

This Contract covers the services as described in Exhibit 1 (Scope of Services and Compensation), which by this reference is hereby made a part hereof and incorporated herein. The following provisions shall comprise this Contract. CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The Services shall be performed in accordance with a schedule mutually agreed upon by the Parties as outlined in Exhibit 1. The term of the contract shall **commence March 1, 2018 and continue through December 31, 2019** unless earlier terminated in accordance with Article VI.

### II. **COMPENSATION:**

- A. CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:
1. CONTRACTOR will be solely responsible for payment of any Federal or State taxes levied upon CONTRACTOR as a result of the Services provided by CONTRACTOR or its lease of space from County related to the pharmacy located at 998 Library Court, Oregon City, OR 97045 (the "Premises"), as such lease is more specifically defined in the lease agreement between the Parties.
  2. This Contract is not intended to entitle CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).
  3. If CONTRACTOR has the assistance of other persons in the performance of this contract and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified and pay employees for the term of work in accordance with this Contract as an insured employer under Oregon Revised Statutes ("ORS") 279B.020 and ORS 279B.235, which are incorporated herein by this reference.
- B. CONTRACTOR certifies that, at present, he or she, if an individual is not a program, County, or Federal employee.
- C. CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

### III. **CONSTRAINTS**

CONTRACTOR agrees:

- A. If the services to be provided pursuant to Exhibit 1 are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency, unless mutually agreed upon by the Parties.
- B. Pursuant to the requirements of state law, the following terms and conditions are made a part of this contract, to the extent the same are applicable to this Contract:
  1. CONTRACTOR shall:
    - a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this contract.
    - b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this contract.
    - c. Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.
  2. If CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this contract.
  3. CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
  4. CONTRACTOR shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for such services and all moneys and sums which CONTRACTOR collected or deducted from the wages of CONTRACTOR's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
  5. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Notwithstanding the foregoing, COUNTY shall not knowingly direct, request, or solicit, directly or indirectly, more Services (as listed in Exhibit 1) than are able to be covered by such funds. COUNTY shall promptly inform CONTRACTOR in the event of such nonappropriation.
  6. CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Services as described in Exhibit 1 under this Contract.

- 7. CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of CONTRACTOR, and CONTRACTOR'S officers, agents and employees, in performance of this contract.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, COUNTY agrees to indemnify, defend and hold harmless the CONTRACTOR and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of COUNTY, and COUNTY'S officers, agents and employees, in performance of this contract.

- 8. CONTRACTOR'S failure to perform the Services identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to any or all of:
  - a. Requiring CONTRACTOR to perform, at CONTRACTOR'S expense, additional work necessary to perform the identified Services or meet the established performance standards; or
  - b. Subject to Section VI, declaring a default, terminating the contract and seeking damages and other relief under the terms of the Contract or other applicable law.
- 9. CONTRACTOR hereby represents and warrants that it has complied with all applicable tax laws of any political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316-318, inclusive. Further, the Contractor hereby covenants and agrees that Contractor shall comply with all tax laws of the State of Oregon or a political subdivision of the State during the term of this Agreement. Should Contractor fail to comply with this covenant, it shall be considered a material breach of the contract and Clackamas County shall be entitled, but not required to (i) terminate the Agreement by reason of Contractor's default hereunder, and (ii) seek any and all remedies in law or equity for such breach and/or termination. This remedy is in addition to, and not in replacement of, any other remedies provided for in this Agreement."

**IV. INSURANCE REQUIREMENTS**

**A. Commercial General Liability**

- Required by COUNTY                       Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

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CONTRACTOR agrees to furnish COUNTY evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of COUNTY, its officers, commissioners, agents and employees

against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

**C. Professional Liability**

**Required by COUNTY**

**Not required by COUNTY**

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners, 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.

D. If CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer’s liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. The insurance, other than the professional liability and workers compensation insurance, shall include COUNTY as an expressly scheduled additional insured. Proof of insurance must include a copy of the endorsement showing COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to COUNTY in the event of a cancellation, without an immediately replacement of equal policy limits, or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to COUNTY under this insurance. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

F. CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the CONTRACTOR under this contract, unless this requirement is expressly modified or waived by COUNTY in writing.

**V. SUBCONTRACTS:**

CONTRACTOR shall be responsible to COUNTY for the actions of persons and firms performing subcontract work. CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining any subcontract.

CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the CONTRACTOR under this contract, unless this requirement is expressly modified or waived by COUNTY in writing.

**VI. TERMINATION-AMENDMENT:**

A. Termination without Cause. Either Party may terminate this Contract at any time during the Term, without cause or penalty, upon one hundred twenty (120) days prior written notice to the other Party; provided however, if this Contract is terminated by either Party within the first year of the Term, the Parties shall not enter into any replacement agreement or similar agreement or arrangement with each other until after the one year anniversary of date the Contract was executed.

#8543 Genoa, a QoL Healthcare Company, LLC. – Hilltop  
Page 5 of 11

- B.** Termination for Cause. If either Party commits a material breach of this Contract, the non-breaching Party may, in its sole discretion, terminate this Contract by giving written notice to the breaching Party at least thirty (30) days prior to such termination, which notice shall state with particularity the grounds for termination. If the breaching Party does not cure the breach within the thirty (30) days specified in the notice, the non-breaching Party may terminate this Contract immediately.
- C.** This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.

#8543 Genoa, a QoL Healthcare Company, LLC. – Hilltop  
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This contract consists of six (6) sections plus the following attachments which by this reference are incorporated herein:

- |           |                                    |
|-----------|------------------------------------|
| Exhibit 1 | Scope of Services and Compensation |
| Exhibit 2 | Property Taxes                     |
| Exhibit 3 | Letter of Delegation               |

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

**GENOA, A QOL HEALTHCARE COMPANY, LLC**  
18300 Cascade Avenue S., Suite 251  
Tukwila, WA 98188-4711

**CLACKAMAS COUNTY BOARD OF  
COUNTY COMMISSIONERS by:**

Pennsylvania Limited Liability Company

DocuSigned by:  
Entity Type/State of Formation  
*Mark Peterson*  
Authorized Signature

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

Mark Peterson, Chief Commercial Officer

Date  
253-218-0830                      253-218-0835  
Telephone / Fax Number

Date

Oregon Business Registry #

**EXHIBIT 1**

**SCOPE OF SERVICES AND COMPENSATION**

- I. CONTRACTOR agrees to provide the following services:
  - A. CONTRACTOR shall provide an on-site pharmacy and related services at the Hilltop Health Clinic, located at 998 Library Court, Oregon City, OR 97045
  - B. Prescription services will be available to members served at all COUNTY clinics or qualified referrals.
  - C. CONTRACTOR will bill the Oregon Health Plan (OHP) and other responsible entities for their prescription services.
  - D. CONTRACTOR will employ a licensed pharmacist and the necessary support personnel
    - 1. The Contractor must comply with ORS 181.536-537 and applicable subsequent history checks on subject individuals employed or under contract with their agency.
  - E. CONTRACTOR will be a contract pharmacy of the 340B Pharmacy Program.
    - 1. Dispense both brand and generic
    - 2. Will provide 340B pricing for qualified prescriptions to COUNTY Insured and Uninsured clients.
    - 3. Will work with COUNTY'S 340B third party administrator to manage the 340B program.
    - 4. Co-payment means such amounts required to be collected by CONTRACTOR from eligible members that meet the statutory 340B patient definition using a drug discount card (cash card), pursuant to the policies of the COUNTY.
  - F. CONTRACTOR will provide mail order fulfillment for qualified prescriptions
  - G. Establish a closed-door pharmacy in space provided by Clackamas County.
  - H. Perform all necessary and legal requirements to certify the site as a pharmacy.
  - I. Commence pharmacy services effective the date the site is certified as a pharmacy with the State of Oregon and the OPA.
  - J. Operate the onsite pharmacy 40 hours per week, Monday through Friday, with one hour lunch break. Operating hours to be mutually agreed upon, with periodic assessments to ensure needs are being met.
  - K. Provide drug cost and drug utilization data, both individual and aggregate data.
    - 1. Provide other pharmacy related reports as necessary
  - L. Assist clients and staff with prior authorization requests as needed.
  - M. Provide consultation for COUNTY staff and clients regarding medications with no additional charge.
  - N. Dispense medication within 24 hours via a variety of compliance packaging systems, i.e. prescription bottle, bubble pack, multiple medication bubble pack, weekly medicet, etc. when needed.
  - O. Provide a consultant pharmacist to aid in the review and implementation of COUNTY'S Drug Formulary, recommending medications based on effectiveness, risks and acquisition cost and cost-impact.



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Page 8 of 11

- P. Provide a consulting pharmacist to establish guidelines to identify and correct incidences of poly-pharmacy.
- Q. Genoa is fully responsible for remodeling and expenses of site modifications and must have COUNTY approval.

COUNTY AGREES TO:

1. Provide the site to set up and utilize for pharmacy services.
2. Provide utilities at no cost to CONTRACTOR excluding telephone service, fax line, computer service and data lines, hazardous waste disposal and janitorial services. Provision of, and payment for, these certain exclusions shall be the responsibility of CONTRACTOR.
3. Be responsible for the actions of its employees.

COUNTY reserves the right to refuse to allow any pharmacist supplied by CONTRACTOR to render services under this Contract, if after good faith efforts to resolve any dispute related to COUNTY'S opinion as to the competence and performance of any such pharmacist, COUNTY determines, in its sole and reasonable discretion, that a pharmacist is incompetent, negligent, violates customary professional behavioral expectations, fails to obtain or maintain professional liability insurance in accordance with this Contract, fails to render the services as required herein, or if COUNTY determines, in the exercise of its sole and reasonable discretion, that patient health and safety or efficient operations of COUNTY is compromised. COUNTY shall notify CONTRACTOR of its determination and/or action immediately in writing. CONTRACTOR will not reassign the individual to COUNTY without prior approval of COUNTY, which approval shall not be unreasonably withheld. In the event a pharmacist is so removed, CONTRACTOR will replace him or her with a duly qualified pharmacist to render services under this Contract.

The COUNTY will lease space to CONTRACTOR for operation of the pharmacy at a monthly rate of three-hundred ninety-six dollars and twenty-five cents (\$396.25). Lease terms are in a separate lease agreement.

#8543 Genoa, a QoL Healthcare Company, LLC. – Hilltop  
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**EXHIBIT 2**  
**PROPERTY TAXES**

COUNTY is a tax exempt municipal corporation. CONTRACTOR shall pay as due all taxes on its personal property located on site. CONTRACTOR shall pay as due all real property taxes and special assessments levied by any taxing authority because of its operations on site, as well as any interest and/or fees for late payments which may be assessed. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of site. If applicable, CONTRACTOR shall be solely responsible for filing all necessary documentation to apply and qualify for any exemptions from real property taxes during CONTRACTOR'S period of occupancy.

In the event that it is determined that property is taxable, CONTRACTOR is solely responsible for payment of the property tax liability for 317 sq. ft. of space leased at the Hilltop Clinic located at 998 Library Court, Oregon City, OR 97045 and any personal property tax assessed within that rental space.

#8543 Genoa, a QoL Healthcare Company, LLC. – Hilltop  
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**EXHIBIT 3**

Genoa, a QoL Healthcare Company, LLC  
c/o 18300 Cascade Avenue S., Ste. 251  
Tukwila, WA 98188-4711  
ATTENTION: Chief Executive Officer

Gentlemen:

Please be advised that I hereby designate Genoa, a QoL Healthcare Company, LLC, an Oregon limited liability company, to serve as my agent for the purpose of storing of drug assistance program medications and assisting with Prior Authorizations (PA) for Clackamas County Health Centers. As my agent, Genoa, a QoL Healthcare Company, LLC has the right, power and authority to take any and all actions on my behalf in connection with the foregoing activity. It is my explicit understanding that all agency activities shall be performed by duly licensed and authorized personnel.

This agency may be terminated by me, effective immediately, upon prior written notice of termination to Genoa, a QoL Healthcare Company, LLC.

I have acknowledged my acceptance of this arrangement by executing this letter in the space provided below.

Sincerely,

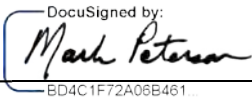
\_\_\_\_\_  
*Signature*

Name: Richard Swift Title: Director, Health, Housing, and Human Services

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**ACCEPTED FOR GENOA, A QOL HEALTHCARE COMPANY, LLC:**

By: Mark Peterson, Executive Vice President, Strategy and Corporate Development

Signature:  \_\_\_\_\_  
BD4C1F72A06B461

Date: 11/1/2017

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**CERTIFICATE OF INSURANCE**

***To be provided within thirty (30) days of contract signing.***



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

February 8, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

A Resolution Acknowledging Expenditures in Excess of Appropriations and Financial Statement Findings for Fiscal Year 2017 and Describing Corrective Action in Accordance with ORS 297.466

Purpose/Outcome	Acknowledgement of expenditures in excess of appropriations and Financial Statement Findings that occurred in Fiscal Year 2017 and description of the Corrective Action that will be implemented.
Dollar Amount and fiscal Impact	The dollar amount of each over expenditure is reported in the Comprehensive Annual Financial Report (CAFR) as part of the Notes to the Basic Financial Statements.
Funding Source	Varies
Safety Impact	N/A
Duration	Expenditures are reported annually. Corrective action to be implemented will be permanent.
Previous Board Action/Review	N/A
Contact Person	David Bodway, Finance Manager, 503-742-5424
Contract No.	N/A

**BACKGROUND:**

As part of the annual audit each year, the County's external audit firm reports on compliance with various Oregon statutes. One of these requirements is to report upon compliance with Local Budget Law. Expenditures in excess of authorized appropriations are reported in the CAFR, by category and by fund. Detail of this can be found in the CAFR as part of the Notes to the Basic Financial Statements, as well as in the Auditor's Report on Compliance with Oregon Minimum Standards. Another requirement is to report upon any internal controls over financial reporting that identified any material weakness in the financial statements. There were no findings or material weaknesses to report.

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

This Resolution has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve this resolution acknowledging expenditures in excess of appropriations for fiscal year 2017.

Respectfully submitted,

Marc Gonzales, Finance Director

A Resolution Acknowledging Expenditures  
in Excess of Appropriations and Financial  
Statement Findings for Fiscal Year 2017  
and Describing Corrective Action in  
Accordance with ORS 297.466

RESOLUTION NO.

Page 1 of 1

WHEREAS, the County's Comprehensive Annual  
Financial Report for the fiscal year ending June 30, 2017 reports expenditures in excess  
of appropriations; and

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

WHEREAS, the County's Comprehensive Annual  
Financial Report for the fiscal year ending June 30, 2017 reports Financial Statement  
Findings; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED that in  
order to ensure current and future compliance in internal controls, we will implement the  
recommended procedures outlined in the proceeding pages in spring of 2018.

Dated this 8<sup>th</sup> day of February, 2018.

BOARD OF COUNTY COMMISSIONERS

---

Chair

---

Recording Secretary

*The following funds had expenditures in excess of appropriations for the fiscal year ending, June 30, 2017:*

**General County:**

**General Fund**

Treasurer \$3,610

Treasurer expenditures were higher than budgeted.

**North Clackamas Revitalization Area Fund**

Special Payments \$20,982

Special Payments expenditures were higher than budgeted.

**Clackamas Broadband Utility Fund**

Special Payments \$9,106

Special Payments expenditures were higher than budgeted.

*The following are response to the Financial Statement Findings for the fiscal year ending, June 30, 2017:*

**There were no Findings to Report for the FY 2017**

DRAFT

Approval of Previous Business Meeting Minutes:  
January 18, 2018



## **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, January 18, 2018 – 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

\*Chair Bernard stated the Public Discussion will be moved before the Public Hearings and after Citizen Communication. This is to accommodate the folks in the audience who came for this item. The Board will not take action on amending the library master order today.

### **I. CITIZEN COMMUNICATION**

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

1. Carol Pauli, Oregon City – candidate for Metro Position 2, thanked staff for their work on the courthouse relocation project
2. Les Poole, Gladstone – thanked staff for prompt response to questions, job creation, request for a Town Hall regarding Damascus, traffic and marijuana
3. Tony Helbling, Canby – Aurora Airport runway extension

*~Board Discussion~*

**The Board will recess as the Board of County Commissioners and convened as the Library Service District for the Public Discussion.**

### **III. PUBLIC DISCUSSION** (\*taken out of order)

1. ~~Board Order No. \_\_\_\_\_~~ Amending the Library District Master Order  
Chair Bernard stated at the request of Clackamas County, the City of Gladstone has agreed to amend the library settlement agreement. This change will extend the deadline for changes to the Library District Master Order until November. The previous deadline was May.

Chair Bernard opened up the Public Discussion.

1. Kathleen Draine, Sandy – expressed the need to keep focused on the issues of providing library services for Gladstone and Oak Lodge but also the need to limit the expending of funds used for capital improvements from general library services.
2. Ben Bryant, Happy Valley Assistant City Manager – spoke on the services provided by the City of Happy Valley, supportive of using dollars for capital improvement projects.
3. Grover Bornefeld, Jennings Lodge – thanked the Board for responding to the library issues, supportive of creating a task force and the improvement at the LDAC meetings.

*~Board Discussion~*

Chair Bernard closed the discussion.

Chris Storey, County Counsel offered clarification that the Board is sitting as the Library Service District for this discussion and if the Board chooses not to take action on amending the Library Master order then it would be best to table the topic until a later date.

**MOTION:**

Commissioner Savas: I move we table the Board Order Amending the Library District Master Order.  
Commissioner Humberston: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**II. PUBLIC HEARINGS**

Chair Bernard announced the Board will adjourn as the Library Service District and convene as the Service District No. 5 Board for the next 9 public hearings.

**SERVICE DISTRICT NO. 5 (Street Lighting)** (\*taken out of order)

Wendi Coryell, Department of Transportation & Development, presented the following 9 Assessment Areas including a PowerPoint presentation.

1. **Board Order No. 2018-02** Forming a 17-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 24-15, Shadow Mountain 17-Lot Subdivision
2. **Board Order No. 2018-03** Forming a Three Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 21-16, Three Lot Partition
3. **Board Order No. 2018-04** Forming a 119-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 40-16, Pleasant Valley Villages Phase One 119-Lot Subdivision
4. **Board Order No. 2018-05** Forming an 898-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 54-16, Pleasant Valley Villages Phase 2-13 898-Lot Subdivision
5. **Board Order No. 2018-06** Forming a Three Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 10-17, Three Lot Partition
6. **Board Order No. 2018-07** Forming a 7-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 53-17, Berry Meadows 7-Lot Subdivision
7. **Board Order No. 2018-08** Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 20-16, Gethsemani Funeral Home Addition
8. **Board Order No. 2018-09** Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 35-16, 16,000 Sq. Ft. Light Industrial Building

9. **Board Order No. 2018-10** Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 18-17, Clackamas Fire District New Building  
Chair Bernard opened the public hearing and asked if anyone wished to speak on any of the 9 Assessment Areas.

1. Les Poole, Gladstone – Spoke in support of having street lights in the community

~Board Discussion~

Chair Bernard closed the Public Hearings and asked for a motion.

**MOTION:**

Commissioner Humberston: I move we approve the items 1-9 under Service District No. 5 board orders.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye - the motion passes 5-0.

Chair Bernard announced the Board will adjourn as the Service District No. 5 Board and reconvene as the Board of County Commissioners for the remainder of the meeting.

**V. 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.

~Board Discussion~

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 an Intergovernmental Agreement between the Housing and Community Development Division and the Colton Water District for the Virgil Road Waterline Project in Colton – *Housing & Community Development*
2. Approval of Agreement No. 17-18530 with Ride Connection to Provide Funding for Rides Provided by Members of the Clackamas County Transportation Consortium – *Social Services*
3. Approval of an Agency Service Contract with Clackamas County Children’s Commission for Kindergarten Partnership Innovation Services – *Children, Youth & Families*
4. Approval of an Intergovernmental Agreement with Clackamas Education Service District for Focused Child Care Networks – *Children, Youth & Families*
5. Approval of an Intergovernmental Agreement with Clackamas Education Service District for Kindergarten Partnership and Innovation Services – *Children, Youth & Families*
6. Approval of an Agency Service Contract with Metropolitan Family Service for Family Resource Coordination – *Children, Youth & Families*

7. Approval of an Agency Service Contract with Metropolitan Family Service for Kindergarten Partnership Innovation Services – *Children, Youth & Families*
8. Approval of an Agency Service Contract with Northwest Family Services for Family Resource Coordination – *Children, Youth & Families*
9. Approval of Agency Service Contract with Todos Juntos for Family Resource Coordination – *Children, Youth & Families*
10. Approval of an Agency Service Contract with Todos Juntos for Kindergarten Partnership Innovation Services – *Children, Youth & Families*
11. Approval of Amendment No. 2 to the Professional, Technical, and Personal Services Agreement with the Living Room for Youth/Young Adult Peer Support Services – *Behavioral Health*
12. Approval of Amendment No. 2 to the Professional, Technical, and Personal Services Agreement with Stay Clean, Inc. for Peer Support Services – *Behavioral Health*
13. Approval of an Intergovernmental Agreement with Washington County, for Public Health Modernization within the Communicable Disease Program – *Public Health*
14. Approval of a Personal Professional Services Contract with Folk-Time, Inc. for Peer Support Services at the Riverstone Crisis Clinic for the Safety Net Program – *Procurement*

**B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement with Clackamas River Water for Use of a Temporary Construction Easement Related to the Clackamas River Bridge Construction Project

**C Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. **Resolution No. 2018-11** Appointing Justices of the Peace Pro Tempore for the Clackamas County Justice of the Peace District – *Justice Court*

**D Technology Services**

1. Approval of an Amendment to the Service Level Agreement between Clackamas Broadband eXchange and the State of Oregon for Fiber Lateral

**E County Counsel**

1. Authorization to Enter into A Contingent Fee Contract with D'Amore Law Group, Whaley Law Group, and Law office of Thomas L. Young to Evaluate and Initiate Opioids Litigation

**VIII. COUNTY ADMINISTRATOR UPDATE**

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

**IX. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:23 AM**



Capt. Jenna Morrison  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
1024 MAIN STREET • OREGON CITY • OREGON • 97045  
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

February 8, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Local Grant Agreement No. JR-17-003 between Clackamas County Community Corrections and Sub-Recipient Los Niños Cuentan for Community-Based Victim Services Programs

<b>Purpose/Outcome</b>	This Agreement will provide funding through Justice Reinvestment for community-based victim services programs.
<b>Dollar Amount and Fiscal Impact</b>	The Agreement value is \$72,500.
<b>Funding Source</b>	State of Oregon Criminal Justice Commission.
<b>Duration</b>	Effective upon full execution and terminates December 31, 2019.
<b>Previous Board Action/Review</b>	Biennial approval.
<b>Contact Person</b>	Captain Jenna Morrison, Director - Community Corrections – 503-655-8725

**BACKGROUND:** Justice Reinvestment dedicates 10% for victim services programs. Los Niños Cuentan will fund 0.5 FTE bilingual Volunteer Coordinator/Supervisor to support the programs in the Casa Hogar Emergency Shelter. The Volunteer Coordinator will work with staff and volunteers to increase access for victims to resources in the community, providing prevention and intervention services. They will also recruit and train volunteers, work closely with and train staff to support the need of victims of domestic violence and increase volunteer participation.

This grant was awarded in December with funds received in January. The Agreement specifies that the funds will be available for eligible costs beginning on the Project Start date of July 1, 2017 and ending on December 31, 2019.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approves Grant Agreement No. JR-17-003 between Clackamas County and Los Niños Cuentan.

Respectfully submitted,

Captain Jenna Morrison  
Director, Community Corrections

<b>CLACKAMAS COUNTY, OREGON</b> <b>LOCAL SUBRECIPIENT GRANT AGREEMENT JR-17-003-03</b>	
Program Name: <i>Los Niños Cuentan</i> Program/Project Number: <b>06222-03</b>	
This Agreement is between <b>Clackamas County, Oregon</b> , acting by and through its Department of Community Corrections and <b>Los Niños Cuentan</b> , an Oregon Non-profit Organization.	
<b>COUNTY Data</b>	
Grant Accountant: <b>Nora Jones</b>	Program Manager: <b>Nora Jones</b>
Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 norajon@clackamas.us	Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 norajon@clackamas.us
<b>SUBRECIPIENT Data</b>	
Finance/Fiscal Representative: <b>Claribel Toro-ED</b>	Program Representative: <b>Claribel Toro -ED</b>
Los Niños Cuentan PO Box 1172 Clackamas, OR 97045 503-933-7840 info@losninoscuentan.org	Los Niños Cuentan PO Box 1172 Clackamas, OR 97015 503-933-7840 info@losninoscuentan.org
FEIN: 30-0499063	

### RECITALS

1. According to the National Alliance to End Homelessness, domestic violence is the second leading cause of homelessness. When a survivor of domestic violence leaves her abuser, the woman and her children often leave without any possessions or source of income. Furthermore, unique challenges exist in finding temporary housing for mono-linguistic women and their children. More often than not, these families often "couch surf" or end up back in the abusive homes.

Latino populations are among the poorest in Oregon. According to the Oregon Center for Public Policy, Latinos in Oregon experience a 26.4 percent poverty rate (2014). Many domestic violence survivors from Latino populations are living more than 100 percent below the poverty level. For most families, an emergency shelter is their last resort.

2. Shelters for women and children in Clackamas County are consistently full and services are largely unavailable for mono-linguistic women. Currently, Los Niños Cuentan ("SUBRECIPIENT") is one of the organizations serving the needs of the Latina community with culturally specific programs and services within Clackamas County. As a result, mono-linguistic women who are in need of shelter and resources are referred to SUBRECIPIENT by Clackamas County agencies and other organizations that do not have the capacity (language, etc.) required to serve this community. "Casa Hogar," Los Niños Cuentan emergency shelter for Latino women, acts as an immediate source of housing for women and children whose options for emergency shelter are

severely limited. Casa Hogar provides a vital link to many of the families served by SUBRECIPIENT. As a historically underserved population, Latina women and children affected by domestic violence abuse are offered several services during their stay at "Casa Hogar" emergency shelter meets established National Objectives with a "Presumed Benefit" to low and moderate income persons.

3. Clackamas County ("COUNTY") Justice Reinvestment Act Funds ("JRA") will be used to support an existing Volunteer Coordinator position at 0.5 FTE at Casa Hogar. This Local Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agree on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and SUBSUBRECIPIENT agree as follows:

#### AGREEMENT

1. **Term and Effective Date.** This Agreement shall 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 A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform 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 Oregon Department of Justice's Child Abuse Multidisciplinary Intervention Intergovernmental Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements in OAR 213-060-0010 to OAR 213-060-0140, the authorizing statute for the state of Oregon's Justice Reinvestment Program.
  4. **Grant Funds.** COUNTY's funding for this Agreement is the **Criminal Justice Commission Justice Reinvestment Grant Program #JR-17-003** issued to the COUNTY by the State of Oregon, Criminal Justice Commission. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$72,500**.
  5. **Disbursements.** Disbursements will be made in lump sum according to the following schedule:
    - 5.1. \$36,250 immediately upon execution of this agreement.
    - 5.2. \$36,250 upon receipt of second award installment from the State of Oregon, scheduled to be received sometime after October 1, 2018.
- SUBRECIPIENT shall invoice COUNTY for the amount of each disbursement. Failure to comply with the terms of this Agreement may result in withholding of payment.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration

date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. 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 reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles ("GAAP") or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue 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 COUNTY within 15 days.
  - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines 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.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with COUNTY's grant award #JR-17-003.
  - e) **Period of Availability.** SUBRECIPIENT 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) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT shall submit financial reports directly to the Criminal Justice Commission ("CJC"). All reports to COUNTY must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.



- h) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- i) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, the Criminal Justice Commission, the State of Oregon, the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- j) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2019), 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.
- k) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, 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.

#### 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement. SUBRECIPIENT shall comply with the terms of the Grant Management Handbook available at [http://www.oregon.gov/cjc/grants/Documents/2015\\_CJC\\_Grants\\_Management\\_Handbook.pdf](http://www.oregon.gov/cjc/grants/Documents/2015_CJC_Grants_Management_Handbook.pdf) and incorporated herein by reference.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

#### 12. State Procurement Standards

- a) 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 Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), and all applicable provisions of the Oregon Public Contracting Code and rules, which are incorporated by reference herein.
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
- d) 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. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

**13. General Agreement Provisions.**

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General

Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 2) **Commercial Automobile Liability.** 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 for bodily injury and property damage.
- 3) **Professional Liability.** SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence and an annual aggregate of not less than \$4,000,000 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 SUBRECIPIENT is a subject employer, as defined in ORS 656.023, SUBRECIPIENT shall obtain employers' liability insurance coverage limits of not less than \$1,000,000 each accident.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability and Workers' Compensation, shall include "Clackamas County, its agents, officers, and employees and the State of Oregon, CJC, and their officers, employees and agents" as additional insureds, but only with respect to SUBRECIPIENT'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 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.
- 8) **Certificates of Insurance** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- 9) **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.
- 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.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT 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.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

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

CLACKAMAS COUNTY, OREGON

LOS NIÑOS CUENTAN

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

Signing on Behalf of the Board,

By: \_\_\_\_\_  
Chair or Designee

By:   
Claribel Toro, Executive Director

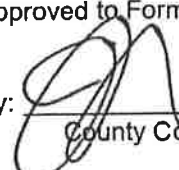
Dated: \_\_\_\_\_  
1/29/2018

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Recording Secretary

Dated: \_\_\_\_\_

Approved to Form

By:   
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting

**EXHIBIT A**  
**STATEMENT OF PROGRAM OBJECTIVES**

**GOAL**

SUBRECIPIENT will use Justice Reinvestment Act Funds to fund a 0.5 FTE Volunteer Coordinator to support the programs in the Casa Hogar Emergency Shelter and in the community. The Volunteer Coordinator will recruit, train and supervise the volunteers, develop and maintain a promoter program who will provide direct services and ensure compliance with grant requirements and provide quality control of services.

**OBJECTIVES**

<b>Date</b>	<b>How</b>	<b>What</b>	<b>Where</b>	<b>Time Frame</b>
7/1/17	LNC will develop a job description for volunteer coordinator. interview and recruit volunteer coordinator			
7/1/17	Volunteer Coordinator	VC will recruit and train 10 promoters to provide support services to victims of domestic violence.	Casa Hogar emergency shelter	3 times per week
1//2018	Volunteer Coordinator	Will meet with Promotoras the 1st Friday of the month	Casa Hogar	Provide support and follow up with activities.
4/2018	Volunteer Coordinator	Will start a Support group	In the Community	For clients who move out the Shelter.
6/2018	Volunteer	Will provided	Casa Hogar and	Weekly.

	<b>Coordinator and Promotoras</b>	<b>services to families in LNC program</b>	<b>In the Community</b>	
<b>7/2019</b>	<b>Volunteer Coordinator Executive Director</b>	<b>Will evaluate Program. First Annual report due.</b>	<b>Casa Hogar</b>	<b>7/15/2019</b>
<b>9/2019</b>	<b>Volunteer coordinator</b>	<b>Recruit 5 new promoters Train and integrate to the existent group.</b>	<b>Casa Hogar</b>	<b>Ongoing</b>
	<b>Volunteer Coordinator And Promotoras</b>	<b>Start a new support group</b>	<b>Casa Hogar/ in the community</b>	<b>Ongoing</b>
<b>12/2019</b>	<b>Volunteer Coordinator</b>	<b>Meet with Promoters</b>	<b>Casa Hogar</b>	<b>1<sup>st</sup> Friday of the month.</b>
<b>6/2019</b>	<b>Volunteer Coordinator Executive Director</b>	<b>Annual report</b>	<b>Casa Hogar</b>	<b>Final report.</b>

**Volunteer coordinator will recruit, train and supervise 10 promoters and volunteers per year** at Casa Hogar.

By March 2018 the volunteer coordinator will start providing services. Promoters will provide support services for 30 households during the 1st fiscal year.

Volunteer Coordinator and Promoters will facilitate support groups for residents in Casa Hogar and continue supporting participants after they move out from shelter and connect them with other resources in the community.



- a) Will work with community partners, school districts, local clinics, hospitals, universities and local businesses to recruit volunteers.
- b) Will engage with community group members to provide 7-week session of prevention and intervention services for victims of domestic violence. These will be culturally specific focused.
- c) Will recruit and train volunteers and promoters and assign them to different programs
- d) Will recruit interns from universities to provide children services and counseling to the community and shelter residents.
- e) Will provide access to volunteers to train for 40hrs on domestic violence.
- f) Will attend community meetings related to domestic violence.

The promoters will provide support:

- a) Screen survivors of domestic violence to see if Casa Hogar is the right place for them.
- b) Accompany residents to housing, court hearings and doctor appointments as needed.
- c) Provide bus tickets and show newcomers how to use the public transit system
- d) Accompany residents to apartment hunting and help them with the screening processes.
- e) Connect residents to community services such as obtaining clothes and food boxes.

SUBRECIPIENT will measure and keep track of the results of the support group meetings for residents and post residents at Casa Hogar by keeping an attendance log and providing surveys after the completion of support group meetings.

SUBRECIPIENT goal is that by June, 30, 2018 (27) shelter residents would have participated in weekly support meetings and completed surveys.

### **ACTIVITIES**

1. SUBRECIPIENT will provide prevention and intervention services for victims of domestic violence in the agency and other program participants.
2. A bilingual and professionally trained 0.5 FTE Volunteer Coordinator will provide the foundation needed to help recruit and train volunteers for all areas of service within SUBRECIPIENT organization.

**EXHIBIT B  
 PROGRAM BUDGET**

Annual Budget

<b>BUDGET CATEGORY</b>	<b>BUDGET CATEGORY 2017-2018</b>	<b>BUDGET CATEGORY 2018-2019</b>
<b>Volunteer Coordinator salary and Fringe</b>	<b>\$26,000</b>	<b>\$26,000</b>
<b>Administrative Cost</b>	<b>\$3,000</b>	<b>\$3,000</b>
<b>Supplies</b>	<b>\$500</b>	<b>\$500</b>
<b>Rent/Utilities</b>	<b>\$5,250</b>	<b>\$5,250</b>
<b>Equipment</b>	<b>0</b>	<b>0</b>
<b>Travel/Training</b>	<b>1,500</b>	<b>\$1,500</b>
<b>Total</b>	<b>\$36,250</b>	<b>\$36,250</b>

Provide detailed information about each line item listed above:  
 Funding will support .5 FTE Volunteer Coordinator. The Volunteer Coordinator (VC) will work with staff and volunteers to increase access for victims to resources in the community. Develop recruit and maintain strong promoter program. The VC will provide trainings to volunteers and staff; recruit and train volunteers from the community; work closely with staff to support the need of victims of domestic violence; and increase volunteer participation in agency programs. Supplies included are for trainings and curriculum material, food for trainings. Rent funding will be used to pay rent for outside office from the shelter for the Volunteer Coordinator use. Travel and training funds are to provide trainings in the community and mileage. Administration funding is set at 20% to assist in covering a portion of the required professional insurance and general insurance.

## **EXHIBIT C PERFORMANCE REPORTING**

### **PERFORMANCE REPORTING SCHEDULE**

The Justice Reinvestment Act Funds will require **annual** reporting to be completed and submitted through the Criminal Justice Commission's online grant website due July 25, 2018 for Quarters 1-4 and July 25, 2019 for Quarters 5-8. [http://www.oregon.gov/cjc/jri-grant/Pages/17-19\\_Reporting.aspx](http://www.oregon.gov/cjc/jri-grant/Pages/17-19_Reporting.aspx).

### **PERFORMANCE REPORTING REQUIREMENTS**

SUBRECIPIENT will collect data to inform service delivery, performance measures and ensure project compliance. Reports, including aggregate demographic information, service outputs, number and types of unmet needs, number of coordinated services, outcome measures and client testimonials, will be benchmarked and monitored. In addition, SUBRECIPIENT participates in a national outcome measurement survey headed by the National Children's Alliance that provides families and partners with an opportunity to evaluate the quality of services provided, both on the day of service and through follow-up surveys conducted two months after the visit.



Capt. Jenna Morrison  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
**1024 MAIN STREET • OREGON CITY • OREGON • 97045**  
**TELEPHONE 503-655-8603 • • • FAX 503-650-8942**

February 8, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Local Grant Agreement No. JR-17-003 between Clackamas County Community Corrections and Sub-Recipient Children’s Center for Community-Based Victim Services Programs

<b>Purpose/Outcome</b>	This Agreement will provide funding through Justice Reinvestment for community-based victim services programs.
<b>Dollar Amount and Fiscal Impact</b>	The Agreement value is \$63,246.50.
<b>Funding Source</b>	State of Oregon Criminal Justice Commission.
<b>Duration</b>	Effective upon full execution and terminates December 31, 2019.
<b>Previous Board Action/Review</b>	Biennial approval.
<b>Contact Person</b>	Captain Jenna Morrison, Director - Community Corrections – 503-655-8725

**BACKGROUND:** Justice Reinvestment dedicates 10% for victim services programs. Children’s Center will use this funding to support a 0.6 FTE Medical Examiner. The examiner will provide medical evaluations for suspected victims of child abuse and neglect. The examiner will conduct head to toe medical exams, consult with other physicians when needed, review medical records of children referred for services, testify in court, and will stay current on best practices. The examiner will serve children who are referred for concerns of abuse or neglect, including children who have witnessed domestic violence.

This grant was awarded in December with funds received in January. The Agreement specifies that the funds will be available for eligible costs beginning on the Project Start date of July 1, 2017 and ending on December 31, 2019.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approves Grant Agreement No. JR-17-003 between Clackamas County and Children’s Center.

Respectfully submitted,

Captain Jenna Morrison  
Director, Community Corrections

**CLACKAMAS COUNTY, OREGON  
LOCAL SUBRECIPIENT GRANT AGREEMENT JR-17-003-01**

Program Name: *Children's Center*  
Program/Project Number: **06222-01**

This Agreement is between Clackamas County, Oregon, acting by and through its  
Department of Community Corrections  
and Children's Center, an Oregon Non-profit Organization.

**COUNTY Data**

Grant Accountant: <i>Nora Jones</i>	Program Manager: <i>Nora Jones</i>
Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 norajon@clackamas.us	Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 norajon@clackamas.us

**SUBRECIPIENT Data**

Finance/Fiscal Representative: <i>Tom Soma</i>	Program Representative: <i>Tom Soma</i>
Children's Center 1713 Penn Lane Oregon City, OR 97045 503-655-7725 tom@childrenscenter.cc FEIN: 75-3027143	Children's Center 1713 Penn Lane Oregon City, OR 97045 503-655-7725 tom@childrenscenter.cc

**RECITALS**

1. Victims of violence or abuse come from all socio-economic and cultural backgrounds throughout Clackamas County. Intimate partner violence accounts for approximately one in four homicides in Oregon and over 50% of all homicides among females. Overall, more than 85,000 Oregonian women reported being physically or sexually assaulted by an intimate or recently intimate partner in the past five years. This trauma also extends to children who witness domestic violence. Teen dating violence impacts 1 in 4 young adults nationally and this statistic is consistent with local survey data. Over the past five years, conservative figures provided by the Oregon Department of Human Services show that there have been more than 10,000 reported concerns of child abuse or neglect in Clackamas County, alone. As many as 20 children in Oregon are likely to be killed because of abuse or neglect in any given year. Data also supports the fact that one in ten children will be sexually abused before their eighteenth birthday. The need for bilingual/bicultural victim services in Clackamas County is also on the rise. Between the 2000 and 2010 US Census, Clackamas County's population increased by 11%, making it the fourth fastest growing county statewide. The Hispanic/Latino population expanded by 74%, comprising 8% of the total county population in 2010 versus 5% in 2000. Hispanic/Latino victims currently comprise 25% of the case load at Oregon City's A Safe Place Family Justice Center ("ASPFJC").
2. As the only child abuse intervention center in Clackamas County, Children's Center ("SUBRECIPIENT") receives approximately 800 substantiated referrals each year and more than

half of these children require a specialized medical evaluation to confirm and document their abuse, along with comprehensive support that promotes safety and long-term recovery. Approximately 12% of children seen at Children's Center identify as Hispanic/Latino.

3. SUBRECIPIENT works to improve the coordinated response among service providers and provide access to trauma-informed service environments. SUBRECIPIENT educates partners to recognize the impact that trauma has on kids and advocates for a just result through the criminal justice system. SUBRECIPIENT expands access by conducting concentrated outreach across Clackamas County, including rural areas, to increase capacity where services can be difficult to access or victims may be reluctant to seek support. SUBRECIPIENT also facilitates Spanish-language information disbursement for Clackamas County victims and support culturally appropriate access to services. SUBRECIPIENT works to ensure the safety, empowerment, and recovery of Clackamas County children who have been victimized by abuse or neglect. Their highly specialized staff employs trauma-informed practices through multidisciplinary nationally recognized service models and follows evidence-based standards of care.
4. Clackamas County ("COUNTY") seeks to provide JRA funding to SUBRECIPIENT to support a portion of a 0.6 FTE Medical Examiner. The examiner will provide medical evaluations for suspected victims of child abuse and neglect. The examiner is required to hold a medical degree or a family or pediatric nurse practitioner degree, as well as 40 hours of training specifically in the area of child abuse evaluation. The examiner will conduct head-to-toe medical exams, will consult with other physicians when needed, will review medical records of children who are referred for services, will testify in court cases that follow medical evaluations and will stay current on best practices. The examiner will serve children who are referred for concerns of abuse or neglect, including children who have witnessed domestic violence. Funding will indirectly support the overall work of SUBRECIPIENT, which provides assistance for more than 450 Clackamas County children and families.
5. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBSUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and SUBSUBRECIPIENT agree as follows:

#### **AGREEMENT**

1. **Term and Effective Date.** This Agreement shall 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 A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform 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 Oregon Department of Justice's Child Abuse Multidisciplinary Intervention Intergovernmental Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements in OAR 213-

060-0010 to OAR 213-060-0140, the authorizing statute for the state of Oregon's Justice Reinvestment Program.

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Criminal Justice Commission Justice Reinvestment Grant Program #JR-17-003** issued to the COUNTY by the State of Oregon, Criminal Justice Commission. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$63,246.50**.
5. **Disbursements.** Disbursements will be made in lump sum according to the following schedule:
  - 5.1. \$31,623.25 immediately upon execution of this agreement.
  - 5.2. \$31,623.25 upon receipt of second award installment from the State of Oregon, scheduled to be received sometime after October 1, 2018.

SUBRECIPIENT shall invoice COUNTY for the amount of each disbursement. Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. 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 reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles ("GAAP") or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue 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 COUNTY within 15 days.

- c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines 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.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with COUNTY's grant award #JR-17-003.
- c) **Period of Availability.** SUBRECIPIENT 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) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT shall submit financial reports directly to the Criminal Justice Commission ("CJC"). All reports to COUNTY must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- h) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- i) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, the Criminal Justice Commission, the State of Oregon, the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- j) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2019), 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.
- k) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, 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.

#### 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii)



Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.

- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement. SUBRECIPIENT shall comply with the terms of the Grant Management Handbook available at [http://www.oregon.gov/cjc/grants/Documents/2015\\_CJC\\_Grants\\_Management\\_Handbook.pdf](http://www.oregon.gov/cjc/grants/Documents/2015_CJC_Grants_Management_Handbook.pdf) and incorporated herein by reference.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

**12. State Procurement Standards**

- a) 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 Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), and all applicable provisions of the Oregon Public Contracting Code and rules, which are incorporated by reference herein.
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
- d) 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. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded from

bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

### 13. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** 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 for bodily injury and property damage.
  - 3) **Professional Liability.** SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence and an annual aggregate of not less than \$4,000,000 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 SUBRECIPIENT is a subject employer, as defined in ORS 656.023, SUBRECIPIENT shall obtain employers' liability insurance coverage limits of not less than \$1,000,000 each accident.
  - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability and Workers' Compensation, shall include "Clackamas County, its agents, officers, and

employees and the State of Oregon, CJC, and their officers, employees and agents" as additional insureds, but only with respect to SUBRECIPIENT'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 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.
  - 8) **Certificates of Insurance** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 9) **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.
  - 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.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT 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.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

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

CLACKAMAS COUNTY, OREGON

CHILDREN'S CENTER

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

Signing on Behalf of the Board,

By: \_\_\_\_\_  
Chair or Designee

By:   
Tom Soma, Executive Director


Dated: \_\_\_\_\_

Dated: 1-29-18

By: \_\_\_\_\_  
Recording Secretary

Dated: \_\_\_\_\_

Approved to Form

By:   
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting

**EXHIBIT A**  
**STATEMENT OF PROGRAM OBJECTIVES**

**GOAL**

SUBRECIPIENT's goal is to deliver culturally appropriate, trauma-informed medical and forensic evaluations, victim-focused support services, and coordinated investigation assistance for Clackamas County children and families.

**OBJECTIVES**

1. At least 450 children will receive comprehensive child abuse intervention services from SUBRECIPIENT in each of the funded years.
2. SUBRECIPIENT will provide Spanish-speaking children culturally appropriate support and services provided by bilingual/bicultural staff.

**ACTIVITIES**

1. SUBRECIPIENT will provide culturally-appropriate, trauma-informed medical and forensic evaluations, victim-focused support services, and coordinated investigation assistance.
2. SUBRECIPIENT will provide culturally-appropriate bilingual/bicultural victim services.
3. SUBRECIPIENT will connect victims to child abuse intervention and recovery services using focused outreach into the Hispanic/Latino community.

**EXHIBIT B**  
**PROGRAM BUDGET**

BUDGET CATEGORY	BUDGET 2017-2019
Personnel	\$58,168.00 (Examiner Salary – .6 FTE)
Fringe	\$5,078.50
Administration	\$0
Rent/Utilities	\$0
Supplies	\$0
Equipment	\$0
Travel/Training	\$0
TOTAL	\$63,246.50

## **EXHIBIT C PERFORMANCE REPORTING**

### **PERFORMANCE REPORTING SCHEDULE**

The Justice Reinvestment Act Funds will require **annual** reporting to be completed and submitted through the Criminal Justice Commission's online grant website due July 25, 2018 for Quarters 1-4 and July 25, 2019 for Quarters 5-8. [http://www.oregon.gov/cjc/jri-grant/Pages/17-19\\_Reporting.aspx](http://www.oregon.gov/cjc/jri-grant/Pages/17-19_Reporting.aspx)

### **PERFORMANCE REPORTING REQUIREMENTS**

SUBRECIPIENT will collect data to inform service delivery, performance measures and ensure project compliance. Reports, including aggregate demographic information, service outputs, number and types of unmet needs, number of coordinated services, outcome measures and client testimonials, will be benchmarked and monitored. In addition, SUBRECIPIENT participates in a national outcome measurement survey headed by the National Children's Alliance that provides families and partners with an opportunity to evaluate the quality of services provided, both on the day of service and through follow-up surveys conducted two months after the visit.





**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
**1024 MAIN STREET • OREGON CITY • OREGON • 97045**  
**TELEPHONE 503-655-8603 • • • FAX 503-650-8942**

Capt. Jenna Morrison  
 Director

February 8, 2018

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Local Grant Agreement No. JR-17-003 between Clackamas County Community Corrections and Sub-Recipient Safety Compass for Community-Based Victim Services Programs

<b>Purpose/Outcome</b>	This Agreement will provide funding through Justice Reinvestment for community-based victim services programs.
<b>Dollar Amount and Fiscal Impact</b>	The Agreement value is \$42,164.20.
<b>Funding Source</b>	State of Oregon Criminal Justice Commission.
<b>Duration</b>	Effective upon full execution and terminates December 31, 2019.
<b>Previous Board Action/Review</b>	Biennial approval.
<b>Contact Person</b>	Captain Jenna Morrison, Director - Community Corrections – 503-655-8725

**BACKGROUND:** Justice Reinvestment dedicates 10% for victim services programs. Safety Compass will use this funding to support a 0.5 FTE Case Manager. The Case Manager will provide survivors of commercial sexual exploitation up to the age of 25, culturally-specific, trauma-informed community-based advocacy services, case management, and crisis contacts. They will also provide training to first responders and service providers on the issues of commercial sexual exploitation.

This grant was awarded in December with funds received in January. The Agreement specifies that the funds will be available for eligible costs beginning on the Project Start date of July 1, 2017 and ending on December 31, 2019.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approves Grant Agreement No. JR-17-003 between Clackamas County and Safety Compass.

Respectfully submitted,

Captain Jenna Morrison  
 Director, Community Corrections

**CLACKAMAS COUNTY, OREGON  
LOCAL SUBRECIPIENT GRANT AGREEMENT JR-17-003-04**

Program Name: **Safety Compass**  
Program/Project Number: **06222-04**

This Agreement is between **Clackamas County, Oregon**, acting by and through its  
Department of Community Corrections  
and **Safety Compass**, an Oregon Non-profit Organization.

**COUNTY Data**

Grant Accountant: <b>Nora Jones</b>	Program Manager: <b>Nora Jones</b>
Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 norajon@clackamas.us	Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 norajon@clackamas.us

**SUBRECIPIENT Data**

Finance/Fiscal Representative: <b>Kelli Russell</b>	Program Representative: <b>Esther Nelson-Craig</b>
Safety Compass PO Box 551 Silverton, OR 97381 971-235-0021 kelli@safetycompass.org	Safety Compass PO Box 551 Silverton, OR 97381 971-235-0021 esther@safetycompass.org
FEIN: 81-2174742	

**RECITALS**

1. Clackamas County is considered both a "source" and "destination" location for the crime of sex-trafficking in that both the recruitment of and the market for trafficked individuals occurs within Clackamas County. This reality leaves vulnerable populations at risk of victimization and Clackamas County residents subject to the presence of organized crime. The sex-industry preys on and exploits vulnerabilities common in marginalized and underserved populations in terms of race, sexual orientation, gender identity, and/or socioeconomic status, specifically in communities with disparity of wealth.
2. Currently, the needs of survivors of Childhood Sexual Exploitation ("CSE") and sex-trafficking in Clackamas County are inadequately resourced and under-coordinated. Under-coordination has resulted in a situation where many public health and public service dollars are wasted as survivors interface with multiple agencies, and cycle in and out of the system. CSE survivors require support from every public system, including child welfare, the foster care, housing agencies, hospitals, mental health services, criminal justice, probation, Court Appointed Special Advocates ("CASA"), Children of Incarcerated Parents, etc. Meeting these needs is labor intensive and requires a long term approach. In 2010, data gathered by the Sexual Assault Resource Center ("SARC") of Washington County, OR indicates that CSE cases take as many as 14 times the number of service hours than do domestic violence cases. The complex dynamics of

2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform 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 Oregon Department of Justice's Child Abuse Multidisciplinary Intervention Intergovernmental Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements in OAR 213-060-0010 to OAR 213-060-0140, the authorizing statute for the state of Oregon's Justice Reinvestment Program.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Criminal Justice Commission Justice Reinvestment Grant Program #JR-17-003** issued to the COUNTY by the State of Oregon, Criminal Justice Commission. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$42,164.20**.
5. **Disbursements.** Disbursements will be made in lump sum according to the following schedule:
  - 5.1. \$21,082.10 immediately upon execution of this agreement.
  - 5.2. \$21,082.10 upon receipt of second award installment from the State of Oregon, scheduled to be received sometime after October 1, 2018.

SUBRECIPIENT shall invoice COUNTY for the amount of each disbursement. Failure to comply with the terms of this Agreement may result in withholding of payment.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
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- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

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  - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability and Workers' Compensation, shall include "Clackamas County, its agents, officers, and employees and the State of Oregon, CJC, and their officers, employees and agents" as additional insureds, but only with respect to SUBRECIPIENT's activities under this agreement.
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  - 8) **Certificates of Insurance** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
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  - 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.
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- c) **Assignment.** SUBRECIPIENT 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.** 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.

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

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

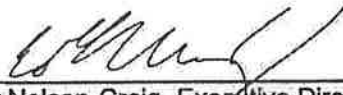
CLACKAMAS COUNTY, OREGON

SAFETY COMPASS

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

Signing on Behalf of the Board,

By: \_\_\_\_\_  
Chair or Designee

By:   
Esther Nelson-Craig, Executive Director


Dated: 1/30/2018

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Recording Secretary

Dated: \_\_\_\_\_

Approved to Form

By:   
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting

**EXHIBIT B  
 PROGRAM BUDGET**

<b>Personnel</b> (List salary, FTE & Fringe costs for each position)	
Case Manager Salary (<.5 FTE) \$18.70/hr, 18/hrs/wk x 52 wks = 936 hrs/yr = \$17,503.20 x 2 years = \$35,006.40.	\$ 35,000.00
<b>Total Personnel Services</b>	\$ 35,000.00
<b>Administration</b>	
Supervision of Case Manager 2.75% - Approx. 52.8 hours/yr, 1hr/wk includes case documentation and organizational support. Payroll costs per employee = \$19.25/mo, \$231/yr	\$ 1,000.00
<b>Supplies</b>	
Printing costs	\$ 400.00
Food/toiletry packs	\$ 500.00
<b>Insurance</b>	
Insurance required for program - Insurance premium is \$130.37/mo., through AFCO. This was not included in the original grant application and will be covered internally without funding from this grant.	\$ -
<b>Travel/Training</b>	
Training to include travel/mileage reimbursement for trainers, speaker fees, printed materials and light refreshments for participants. Training will include shift briefings, community-based awareness events and multi-disciplinary trainings. Mileage would be reimbursed at federal rate of 54.5 cents/mile.	\$ 2,624.20
<b>Additional (please specify)</b>	
Rent = \$200/Mo, Utilities: Power - \$11.50/Mo, Internet - \$32.50/Mo. Total: \$244/Mo, \$2928/Yr	\$ 2,640.00
<b>Total Programmatic Costs</b>	\$ 7,164.20
<b>Total Grant Costs</b>	\$ 42,164.20



Capt. Jenna Morrison  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
**1024 MAIN STREET • OREGON CITY • OREGON • 97045**  
**TELEPHONE 503-655-8603 • • • FAX 503-650-8942**

February 8, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Local Grant Agreement No. JR-17-003 between Clackamas County Community Corrections and Sub-Recipient Safety Compass for Community-Based Victim Services Programs

<b>Purpose/Outcome</b>	This Agreement will provide funding through Justice Reinvestment for community-based victim services programs.
<b>Dollar Amount and Fiscal Impact</b>	The Agreement value is \$42,164.20.
<b>Funding Source</b>	State of Oregon Criminal Justice Commission.
<b>Duration</b>	Effective upon full execution and terminates December 31, 2019.
<b>Previous Board Action/Review</b>	Biennial approval.
<b>Contact Person</b>	Captain Jenna Morrison, Director - Community Corrections – 503-655-8725

**BACKGROUND:** Justice Reinvestment dedicates 10% for victim services programs. Safety Compass will use this funding to support a 0.5 FTE Case Manager. The Case Manager will provide survivors of commercial sexual exploitation up to the age of 25, culturally-specific, trauma-informed community-based advocacy services, case management, and crisis contacts. They will also provide training to first responders and service providers on the issues of commercial sexual exploitation.

This grant was awarded in December with funds received in January. The Agreement specifies that the funds will be available for eligible costs beginning on the Project Start date of July 1, 2017 and ending on December 31, 2019.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approves Grant Agreement No. JR-17-003 between Clackamas County and Safety Compass.

Respectfully submitted,

Captain Jenna Morrison  
Director, Community Corrections



**CLACKAMAS COUNTY, OREGON  
LOCAL SUBRECIPIENT GRANT AGREEMENT JR-17-003-04**

Program Name: **Safety Compass**  
Program/Project Number: **06222-04**

This Agreement is between **Clackamas County, Oregon**, acting by and through its  
Department of Community Corrections  
and **Safety Compass**, an Oregon Non-profit Organization.

**COUNTY Data**

Grant Accountant: <b>Nora Jones</b>	Program Manager: <b>Nora Jones</b>
Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 norajon@clackamas.us	Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 norajon@clackamas.us

**SUBRECIPIENT Data**

Finance/Fiscal Representative: <b>Kelli Russell</b>	Program Representative: <b>Esther Nelson-Craig</b>
Safety Compass PO Box 551 Silverton, OR 97381 971-235-0021 kelli@safetycompass.org	Safety Compass PO Box 551 Silverton, OR 97381 971-235-0021 esther@safetycompass.org
FEIN: 81-2174742	

**RECITALS**

1. Clackamas County is considered both a "source" and "destination" location for the crime of sex-trafficking in that both the recruitment of and the market for trafficked individuals occurs within Clackamas County. This reality leaves vulnerable populations at risk of victimization and Clackamas County residents subject to the presence of organized crime. The sex-industry preys on and exploits vulnerabilities common in marginalized and underserved populations in terms of race, sexual orientation, gender identity, and/or socioeconomic status, specifically in communities with disparity of wealth.
2. Currently, the needs of survivors of Childhood Sexual Exploitation ("CSE") and sex-trafficking in Clackamas County are inadequately resourced and under-coordinated. Under-coordination has resulted in a situation where many public health and public service dollars are wasted as survivors interface with multiple agencies, and cycle in and out of the system. CSE survivors require support from every public system, including child welfare, the foster care, housing agencies, hospitals, mental health services, criminal justice, probation, Court Appointed Special Advocates ("CASA"), Children of Incarcerated Parents, etc. Meeting these needs is labor intensive and requires a long term approach. In 2010, data gathered by the Sexual Assault Resource Center ("SARC") of Washington County, OR indicates that CSE cases take as many as 14 times the number of service hours than do domestic violence cases. The complex dynamics of

2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform 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 Oregon Department of Justice's Child Abuse Multidisciplinary Intervention Intergovernmental Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements in OAR 213-060-0010 to OAR 213-060-0140, the authorizing statute for the state of Oregon's Justice Reinvestment Program.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Criminal Justice Commission Justice Reinvestment Grant Program #JR-17-003** issued to the COUNTY by the State of Oregon, Criminal Justice Commission. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$42,164.20**.
5. **Disbursements.** Disbursements will be made in lump sum according to the following schedule:
  - 5.1. \$21,082.10 immediately upon execution of this agreement.
  - 5.2. \$21,082.10 upon receipt of second award installment from the State of Oregon, scheduled to be received sometime after October 1, 2018.

SUBRECIPIENT shall invoice COUNTY for the amount of each disbursement. Failure to comply with the terms of this Agreement may result in withholding of payment.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. 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 reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:

represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, 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.

**11. Compliance with Applicable Laws**

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement. SUBRECIPIENT shall comply with the terms of the Grant Management Handbook available at [http://www.oregon.gov/cjc/grants/Documents/2015\\_CJC\\_Grants\\_Management\\_Handbook.pdf](http://www.oregon.gov/cjc/grants/Documents/2015_CJC_Grants_Management_Handbook.pdf) and incorporated herein by reference.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

**12. State Procurement Standards**

- a) 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 Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), and all applicable provisions of the Oregon Public Contracting Code and rules, which are incorporated by reference herein.
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) 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

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 SUBRECIPIENT is a subject employer, as defined in ORS 656.023, SUBRECIPIENT shall obtain employers' liability insurance coverage limits of not less than \$1,000,000 each accident.
  - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability and Workers' Compensation, shall include "Clackamas County, its agents, officers, and employees and the State of Oregon, CJC, and their officers, employees and agents" as additional insureds, but only with respect to SUBRECIPIENT'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 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.
  - 8) **Certificates of Insurance** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 9) **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.
  - 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.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT 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.** 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.

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

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

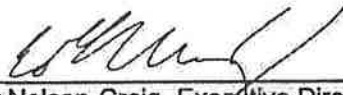
CLACKAMAS COUNTY, OREGON

SAFETY COMPASS

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

Signing on Behalf of the Board,

By: \_\_\_\_\_  
Chair or Designee

By:   
Esther Nelson-Craig, Executive Director


Dated: 1/30/2018

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Recording Secretary

Dated: \_\_\_\_\_

Approved to Form

By:   
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting

**EXHIBIT B  
 PROGRAM BUDGET**

<b>Personnel</b> (List salary, FTE & Fringe costs for each position)	
Case Manager Salary (<.5 FTE) \$18.70/hr, 18/hrs/wk x 52 wks = 936 hrs/yr = \$17,503.20 x 2 years = \$35,006.40.	\$ 35,000.00
<b>Total Personnel Services</b>	\$ 35,000.00
<b>Administration</b>	
Supervision of Case Manager 2.75% - Approx. 52.8 hours/yr, 1hr/wk includes case documentation and organizational support. Payroll costs per employee = \$19.25/mo, \$231/yr	\$ 1,000.00
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<b>Insurance</b>	
Insurance required for program - Insurance premium is \$130.37/mo., through AFCO. This was not included in the original grant application and will be covered internally without funding from this grant.	\$ -
<b>Travel/Training</b>	
Training to include travel/mileage reimbursement for trainers, speaker fees, printed materials and light refreshments for participants. Training will include shift briefings, community-based awareness events and multi-disciplinary trainings. Mileage would be reimbursed at federal rate of 54.5 cents/mile.	\$ 2,624.20
<b>Additional (please specify)</b>	
Rent = \$200/Mo, Utilities: Power - \$11.50/Mo, Internet - \$32.50/Mo. Total: \$244/Mo, \$2928/Yr	\$ 2,640.00
<b>Total Programmatic Costs</b>	\$ 7,164.20
<b>Total Grant Costs</b>	\$ 42,164.20



EVELYN MINOR-LAWRENCE  
DIRECTOR

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

February 8, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Deferred Compensation 457 Retirement plan document changes

<b>Purpose/Outcomes</b>	Revision of plan document
<b>Dollar Amount and Fiscal Impact</b>	Dependent on participation; Estimated FY 17-18 impact: \$79,046
<b>Funding Source</b>	Participant and CCOM contributions
<b>Duration</b>	Implemented 3/1/2017
<b>Previous Board Action</b>	9/20/2016
<b>Strategic Plan Alignment</b>	<p>1. <i>How does this item align with your department's Strategic Business Plan goals?</i> Provide cost-effective, responsive and comprehensive benefit services to County departments, current and retired employees and their family members so they can better serve the residents of Clackamas County.</p> <p>2. <i>How does this item align with the County's Performance Clackamas goals?</i> <b>Build public trust through good government.</b></p>
<b>Contact Person</b>	Kristi Durham, HR Benefits Manager 503-742-5470
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Department of Human Resources coordinated with County Counsel to contract with outside counsel to review and revise the Deferred Compensation 457 Retirement plan document. This included implementing contract language changes agreed to with AFSCME-CCOM, County Administration approval of plan changes for CCOM Managers, as well as legislative changes that have occurred since the plan was last reviewed in 2014.

Contract language changes are outlined below:

**3.6 Employer Matching Contributions.**

- (a) Subject to the limitations set forth in Article 4, the Employer shall match Participant Deferrals up the percentage of Base Compensation listed for the particular employee group in Attachment A, and shall contribute such matching contributions to the Plan on behalf of each Participant.
- (b) Employer matching contributions shall be made to the Plan each payday for the pay period in which the services to which the contribution relates were performed. Participants on whose behalf an Employer matching contribution is made to the Plan are not permitted to receive the Employer matching contribution as current Compensation.
- (c) Employer matching contributions are fully vested and non-forfeitable immediately upon payment to the Plan.

**Attachment A**

Pursuant to Section 3.6 of the Plan, the Employer shall match Deferrals by Eligible Employees from the following employee groups, up to the amounts set forth below, expressed as a percentage of the Eligible Employee's Base Compensation:

<u>Classification of Employees</u>	<u>Matching Contribution Amount</u>
AFSCME – 911 Dispatch .....	Up to three percent (3%), effective March 1, 2017
C-COM Managers (portion of Nonrepresented Group 2) .....	Up to three percent (3%), effective August 1, 2017

**2.4 Base Compensation.** The portion of Includible Compensation consisting of any regularly scheduled salary or hourly compensation, including vacation pay, sick pay, and such other amount as may be determined or utilized by the Committee, but excluding bonuses, overtime pay, longevity pay, bilingual pay, and other extra pay.

**RECOMMENDATION:**

Staff recommends the Board approve the attached Deferred Compensation 457 Retirement plan document.

Respectfully submitted,

Kristi Durham, HR Benefits Manager



# **Clackamas County**

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## **Deferred Compensation Plan**

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**Amended and Restated  
Effective January 1, 2017**

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## **ARTICLE 1 INTRODUCTION**

The County of Clackamas, Oregon (“Employer”) hereby amends and restates this Deferred Compensation Plan (“Plan”), which was originally adopted in 1977. The provisions of this Plan, as amended and restated, shall be effective January 1, 2017, pursuant to Section 457 of the Internal Revenue Code of 1986, as amended (“Code”). The primary purpose of the Plan is to enable the Employer’s employees to enhance their retirement security by permitting them to enter into agreements with the Employer to defer compensation (both on a pre-tax and after-tax basis), receive Employer contributions (if any) and receive benefits at retirement, death, termination of employment, and for financial hardships due to unforeseeable emergencies.

Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement for services between the Participant and the Employer, nor shall it be deemed to give a Participant any right to be retained in the employ of, or under contract to, the Employer. Nothing herein shall be construed to modify the terms of any employment contract or agreement for services between a Participant and the Employer.

## **ARTICLE 2 DEFINITIONS**

- 2.1 Account.** The Account (and subaccounts) established for each Participant pursuant to Section 5.1, which shall also include any Account maintained or established for a Beneficiary.
- 2.2 Alternate Payee.** A Participant’s spouse, former spouse, child, or other dependent who acquires an interest in the Participant’s Account pursuant to a court decree of annulment or dissolution of marriage or of separation, or a court-approved settlement agreement incident to annulment or dissolution of marriage or of separation. Where the context so requires, reference to the “Participant” in this Plan shall be deemed to include an Alternate Payee.
- 2.3 Approved Institution.** Any organization that has been recommended by the Committee and approved by the Employer to provide services or Investment Product(s) to the Employer under the Plan.

- 2.4 Base Compensation.** The portion of Includible Compensation consisting of any regularly scheduled salary or hourly compensation, including vacation pay, sick pay, and such other amount as may be determined or utilized by the Committee, but excluding bonuses, overtime pay, longevity pay, bilingual pay, and other extra pay.
- 2.5 Beneficiary.** The person(s), trust(s) or estate(s) entitled to receive benefits under the Plan upon death of a Participant in accordance with a suitable designation of Beneficiary filed with the Employer (or its delegate) and subject to applicable law.
- 2.6 Code.** The Internal Revenue Code of 1986, as amended from time to time, and including all valid regulations adopted pursuant to the Code.
- 2.7 Committee.** The committee appointed by the Employer as provided in Article 11 below to administer the Plan and perform administrative functions for the Plan as specified by the Employer.
- 2.8 Compensation.** All cash compensation paid to an Employee for employment services rendered to the Employer including salary, wages, fees, commissions, bonuses and overtime pay that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Code Sections 125, 132(f), 401(k), 403(b) or 457(b) (including an election under Article 3 to defer Compensation under this Plan).
- 2.9 Deferrals.** The amount of Base Compensation deferred by a Participant to the Plan, consisting of Elective Deferrals and, effective January 1, 2014, Roth 457(b) Contributions.
- 2.10 Designated Institution.** As designated by the Employer, any Approved Institution whose Investment Product is used for purposes of measuring the benefits due that Participant pursuant to the Plan.
- 2.11 Elective Deferral.** Deferrals of Base Compensation made by the Employer to the Plan on a voluntary pre-tax basis pursuant to a Participation Agreement entered into by a Participant.
- 2.12 Eligible Deferred Compensation Plan.** An Eligible Deferred Compensation Plan within the meaning of Code Section 457(b) and the regulations thereunder.

- 2.13 Eligible Employee.** An Employee who has been appointed to a budgeted, allocated position and who is regularly scheduled to work at least twenty (20) hours per week, or for at least eighteen and three-quarters (18.75) hours in a Job Share status, and is scheduled to be in a paid status for twelve (12) months per year.
- 2.14 Eligible Individual.** Any Eligible Employee, any elected official, and any individual performing services for the Employer pursuant to an Employment Agreement, who performs services for the Employer for which Compensation is paid and who meets the criteria set forth in Section 3.1.
- 2.15 Employee.** An individual who performs services for the Employer and is classified by the Employer as a common-law employee, without regard to whether the individual is subsequently determined to have been an employee of the Employer during such period for employment tax or other purposes.
- 2.16 Employer.** Clackamas County, a political subdivision of the state of Oregon.
- 2.17 Employment Agreement.** A written agreement between the Employer and an Employee pertaining to the Employee's performance of services for the Employer in exchange for remuneration.
- 2.18 Includible Compensation.** An Employee's actual wages as reported in box 1 of Form W-2 for the Employer, but increased (up to the dollar maximum) by any Compensation reduction election under Code section 125, 132(f), 402(g)(3) or 457(b). The amount of Includible Compensation is determined without regard to any community property laws.

Pursuant to Section 1.457-4(d)(1) of the Income Tax Regulations, Includible Compensation will include any payments made to a Participant who has had a Severance from Employment, provided that the Includible Compensation is paid by the later of 2½ months after the Participant's Severance from Employment or the end of the calendar year that contains the date of such Participant's Severance from Employment.

In addition, pursuant to Section 1.457-4(d)(1) of the Income Tax Regulations, Includible Compensation will include payments made to an individual who does not currently perform services for the Employer by reason of qualified military service (as defined in Code Section 414(u)(5)) to the extent those payments do not exceed the amount the individual would have received if the individual had continued to perform services for the Employer rather than enter qualified military service.

Includible Compensation will not include any Employee pick-up contributions described in Code Section 414(h)(2).

Includible Compensation shall be subject to the maximum limit that may apply under Code section 401(a)(17).

**2.19 In-Plan Roth Rollover.** A rollover contribution to the Plan that consists of a distribution from an Elective Deferral Account, a 457(b) Rollover Account or a non-457(b) Rollover Account under the Plan that the Participant rolls over to the Participant's In-Plan Roth 457(b) Rollover Account in the Plan, in accordance with Code Section 402A(c)(4).

**2.20 Investment Product.** Any product issued by or obtained from an Approved Institution for the purpose of investing amounts deferred or contributed under the Plan.

**2.21 Normal Retirement Age.**

(a) The Normal Retirement Age shall be 70½, unless the Participant makes an election under Section 2.21(b) below.

(b) The Participant may, at any time prior to Severance from Employment or prior to the use of the Catch-up Limitation provision described in Section 4.2, elect in writing in the form established or approved by the Employer a Normal Retirement Age that is not earlier than the earlier of age 65 or the earliest age at which the Participant has the right to retire and receive unreduced retirement benefits from the Employer's basic pension plan and not later than the date the Participant attains age 70½.

**2.22 Participant.** Any Eligible Individual who fulfills the eligibility and enrollment requirements of Article 3, or has received Employer contributions, and who has not received a distribution of his or her entire benefit under the Plan.

**2.23 Participation Agreement.** A written agreement between the Employer and a Participant in a form satisfactory to the Employer setting forth certain provisions and elections relating to the Plan, establishing the amount of Base Compensation to be deferred, specifying whether the elected Deferral is an Elective Deferral or, effective January 1, 2014, a Roth 457(b) Contribution, incorporating the terms and conditions of the Plan, and establishing the Participant's participation in the Plan. Enrollments and enrollment changes made through electronic means, such as the Employer's employee self-service portal, or a



contracted third party administrator's web site shall be deemed to meet the definition of this section.

- 2.24 Payout Request.** A written agreement between the Employer and a Participant in a form satisfactory to the Employer setting forth the manner and method of paying benefits under the Plan.
- 2.25 Plan.** The Clackamas County Deferred Compensation Plan effective December 15, 1977, as amended. The effective date of this amended and restated Plan is January 1, 2017.
- 2.26 Plan Year.** The twelve (12) month period beginning January 1 and ending December 31.
- 2.27 Roth 457(b) Contributions.** Deferrals that are: (1) made by the Employer to the Plan pursuant to a Participation Agreement entered into by a Participant, which qualifies as a "designated Roth Contribution" within the meaning of Code section 402A; (2) irrevocably designated by the Participant at the time of the cash or deferred election as a Roth 457(b) Contribution that is being made in lieu of all or a portion of the Elective Deferrals the Participant is otherwise eligible to make under the Plan; and (3) treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a "cash or deferred" election.
- 2.28 Severance from Employment.** The Participant ceases to be employed by the Employer that maintains the Plan. A Participant whose employment is interrupted by qualified military service under Code section 414(u) shall be deemed to be severed from employment until such time as the Participant is reemployed following the term of duty.

### **ARTICLE 3 PARTICIPATION IN THE PLAN**

- 3.1 Eligibility.** Any Eligible Individual to whom Compensation is paid and who executes a Participation Agreement, or is deemed to have executed a Participation Agreement pursuant to the automatic enrollment provisions, is eligible to participate in the Plan.
- 3.2 Enrollment/Deferrals.**
- (a) An Eligible Individual may become a Participant and agree to make Deferrals by entering into a Participation Agreement. Effective January 1, 2014, any such

election to defer Base Compensation shall specify whether such Deferrals are to be Elective Deferrals or Roth 457(b) Contributions or a combination thereof; in the absence of any such specification, the Participant's Deferrals shall be deemed to be Elective Deferrals. The effective date of participation in the Plan shall be no sooner than the first day of the calendar month immediately following the latest of the date (i) an individual becomes an Eligible Individual; (ii) the execution and processing, or deemed processing pursuant to the automatic enrollment provisions under Section 3.5, of a Participation Agreement with respect to that individual; or (iii) the execution and processing of any required agreements with the Designated Institution(s) selected by the Participant for investment of the Participant's Account.

- (b) At the time of entering into or modifying the Participation Agreement hereunder to make Deferrals or at the time of reentry following a withdrawal under Article 7, a Participant must agree to defer a minimum amount of \$338 annually.
- (c) All Deferrals made under the Plan are fully vested and nonforfeitable at all times.
- (d) A Participant who elects to make Deferrals may modify the Participation Agreement to change the amount deferred only for a subsequent calendar month and only if the new Participation Agreement has been executed and processed prior to the first day of the month during which it is to be effective. The effective date of the modified Participation Agreement shall be the later of: (i) the first day of the calendar month immediately following the execution and processing of the modified Participation Agreement; (ii) the date specified in the Participation Agreement; or (iii) the last day of the waiting period described in Section 7.3, if applicable.
- (e) A Participant may suspend further Deferrals with respect to Base Compensation not yet earned by submitting a revised Participation Agreement. The revocation of a Deferral election will be effective on the first day of the calendar month immediately following the execution and processing of the written revocation of participation. Amounts previously deferred shall be paid only as provided in this Plan. Any Employer-provided contributions made under the Plan may not be revoked by the Participant.
- (f) A Participant who is subject to the limitation on Deferrals under Section 7.3, has revoked his or her Participation Agreement as set forth in Section 3.2(d), or who

returns to perform services for the Employer after a Severance from Employment, may again become a Participant in the Plan and agree to make Deferrals of Base Compensation not yet earned by submitting a new Participation Agreement as provided in Section 3.2(a).

- (g) Participant Deferrals shall be transferred to the Plan within a period that is not longer than is reasonable for the proper administration of the Participant's Account. For this purpose, Deferrals shall be treated as contributed within a period that is not longer than is reasonable if the contribution is made to the Plan within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.

### **3.3 Employer Contributions.**

- (a) Subject to the limitations set forth in Article 4, the Employer shall contribute to the Plan on behalf of active Participants the amounts set forth in Attachment A. Subject to the limitations set forth in Article 4, the Employer shall contribute to the Plan on behalf of active Participants the amounts set forth in Attachment A, except that if Attachment A conflicts with the express provisions of a written contract in effect between the Employer and the Participant (or the Participant's bargaining representative), such express provisions shall control.
- (b) Employer contributions shall be made to the Plan each payday for the pay period in which the services to which the contribution relates were performed. Participants on whose behalf an Employer contribution is made to the Plan are not permitted to receive the Employer contribution as current Compensation.
- (c) Employer contributions are fully vested and nonforfeitable immediately upon payment to the Plan.
- (d) In the event that a Participant who is both making Deferrals under Section 3.2 and receiving an Employer contribution under Section 3.3 or an Employer matching contribution under Section 3.6 exceeds the limits set forth in Article 4, the amount in excess of the limit will be refunded to the Participant as soon as administratively practicable. The refund shall be made first from amounts contributed by the Participant as non-matched Deferrals under Section 3.2 in the amount necessary to comply with the limits set forth in Article 4. If the contributions made on behalf

of the Participant still exceed the limits set forth in Article 4, then the matched Deferrals and associated Employer matching contribution under Section 3.6 will be reduced until the contributions to the Plan on behalf of the Participant comply with the limits set forth in Article 4. If the contributions made on behalf of the Participant still exceed the limits set forth in Article 4, then the Employer contribution will be reduced until the contributions to the Plan on behalf of the Participant comply with the limits set forth in Article 4.

**3.4 Transfers from Eligible Deferred Compensation Plans.** The Plan will accept incoming transfer of amounts previously deferred under another Eligible Deferred Compensation Plan if (1) the transferor plan provides for the transfer of such amounts, and (2) the Participant has a benefit equal to the amount immediately after the transfer at least equal to the amount under the Plan immediately before the transfer. The Employer may require such documentation from the transferor plan as it deems necessary to effectuate the transfer in accordance with Treasury Regulations Section 1.457-10(b) and to confirm that the transferor plan is an Eligible Deferred Compensation Plan within the meaning of Treasury Regulations Section 1.457-2(f). The amount so transferred will be credited to the appropriate sub-account under the Participant's Account and will be held, accounted for, administered and otherwise treated in the same manner as amounts held in the transferor plan, except that the transferred amounts will not be taken into consideration for purposes of Code Section 457 (b)(2) for the year of transfer.

**3.5 Automatic Enrollment in the Plan.**

- (a) If the County and a labor organization representing a unit of County employees agree in collective bargaining, new Eligible Employees of that unit will be deemed automatically to have executed a Participation Agreement with an effective date of the first of the month following two (2) full months of employment. Collectively bargained units that have agreed to automatic enrollment are listed in Attachment A.
- (b) An Eligible Employee will be provided the required advance notice of automatic enrollment pursuant to Code Section 414(w), including the amount of contributions that will be made, the employee's right to change the amount of contributions, the employee's right not to have automatic contributions made, a description of how the contributions will be invested, and when such contributions may be distributed.

The notice shall be provided within a reasonable period before such time when the automatic provision will become first applicable to an Eligible Employee.

- (c) A Participant may opt out of automatic enrollment at any time by completing a Participation Agreement or by providing written notice of the election not to have any amount withheld from his or her Compensation.
- (d) A Participant may elect the return of automatic deferrals if the request is made in writing within 90 days from the date of the first deduction.
- (e) The amount deferred from an Eligible Employee's Base Compensation shall be the amount specified in the applicable collective bargaining agreement, provided that the requirements of Code Section 414(w) are satisfied, including the requirement that the percentage of pay deferred will be uniform for employees with the same years of employment.

### **3.6 Employer Matching Contributions.**

- (a) Subject to the limitations set forth in Article 4, the Employer shall match Participant Deferrals up the percentage of Base Compensation listed for the particular employee group in Attachment A, and shall contribute such matching contributions to the Plan on behalf of each Participant.
- (b) Employer matching contributions shall be made to the Plan each payday for the pay period in which the services to which the contribution relates were performed. Participants on whose behalf an Employer matching contribution is made to the Plan are not permitted to receive the Employer matching contribution as current Compensation.
- (c) Employer matching contributions are fully vested and nonforfeitable immediately upon payment to the Plan.

## **ARTICLE 4 LIMITATIONS ON AMOUNT DEFERRED**

- 4.1 Annual Maximum.** The maximum amount of Compensation that may be deferred under this Plan (the "Normal Limit") for a Participant's taxable year (except as provided in

Sections 4.2 and 4.3) is the lesser of the applicable dollar amount within the meaning of Code Sections 457(b)(2)(A) and 457(e)(15)(A) (\$18,000 for 2017), as adjusted for the cost-of-living in accordance with Code Section 457(e)(15)(B), or 100% of the Participant's Includible Compensation.

**4.2 Catch-Up Limit.** For each one or more of the Participant's last three (3) taxable years ending prior to but not including the year of such Participant's Normal Retirement Age, as elected by the Participant pursuant to or otherwise defined in Section 2.21, the limitation set forth in Section 4.1 shall be increased to the lesser of:

- (a) two (2) times the applicable dollar amount described in Section 4.1; or
- (b) The sum of:
  - (1) The aggregate Normal Limit set forth in Section 4.1 for the current taxable year plus each prior calendar year beginning after December 31, 2001 during which the Participant was an Employee under the Plan, minus the aggregate amount of Compensation that the Participant deferred under the Plan during such years, plus
  - (2) The aggregate limit referred to in section 457(b)(2) of the Code for any prior taxable year or years since January 1, 1979 and before January 1, 2002 during which the Participant was an Employee (determined without regard to Sections 4.2 and 4.3), less the aggregate contributions to Pre-2002 Coordination Plans for such prior taxable year or years.

For purposes of the preceding paragraph, "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction, or elective contribution under any other eligible Code section 457(b) plan, or a salary reduction or elective contribution under any Code section 401(k) qualified cash or deferred arrangement, Code section 402(h)(1)(B) simplified employee pension (SARSEP), Code section 403(b) annuity contract, and Code section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in Code section 501(c)(18), including plans, arrangements, or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions

for any calendar year are only taken into account for purposes of the preceding paragraph to the extent that the total of such contributions does not exceed the aggregate limit referred to in Code section 457(b)(2) for that year.

For purposes of this Section 4.2, a prior taxable year can be taken into account only if:

- (i) The Participant was eligible to participate in the Plan during any portion of any prior taxable year since January 1, 1979; and
- (ii) The Compensation deferred, if any, under the Plan during such prior taxable years was subject to a maximum deferral limitation as required by Code Section 457.

A Participant may elect to utilize the Catch-Up Limitation with respect to only one (1) Normal Retirement Age (as defined in Section 2.21) in this Plan or any other Eligible Deferred Compensation Plan notwithstanding the fact that the Participant utilizes the Catch-Up Limitation in less than all of the three (3) eligible years. This Section 4.2 shall not apply in any Plan Year in which Section 4.3 applies because the maximum deferral limit under Section 4.1, when combined with the limit under Section 4.3, is higher than the limit under this Section 4.2.

**4.3 Age 50 Catch-Up Limit.** A Participant who will have attained the age of 50 before the close of the Plan Year, and with respect to whom no other Deferrals may be made to the Plan for the Plan Year by reason of the limitation of Section 4.1, may enter into a Participation Agreement to make Deferrals in addition to those permitted by Section 4.1 in an amount not to exceed the lesser of (1) the applicable dollar amount as defined in Code Section 414(v)(2)(B) (\$6,000 for 2017), as adjusted for the cost-of-living in accordance with Code Section 414(v)(2)(C), or (2) the excess (if any) of (i) the Participant's Includible Compensation for the year, over (ii) any other elective deferrals of the Participant for such year which are made without regard to this Section 4.3.

An additional contribution made pursuant to this Section 4.3 shall not, with respect to the year in which the contribution is made, be subject to any otherwise applicable limitation contained in Code Section 402(g), or be taken into account in applying such limitation to other contributions or benefits under the Plan or any other plan. This Section 4.3 shall not apply in any Plan Year in which Section 4.2 applies because the maximum deferral limit

under Section 4.2 is higher than the maximum deferral limit under Section 4.1, when combined with the limit under this Section 4.3.

- 4.4 Another Eligible Deferred Compensation Plan.** If the Participant is or has been a participant in one or more other Eligible Deferred Compensation Plans, then this Plan and all such other plans shall be considered one plan for purposes of applying the foregoing limitations of this Article 4. For this purpose, the Employer shall take into account any other such Eligible Deferred Compensation Plan maintained by the Employer and shall also take into account any other such Eligible Deferred Compensation Plan for which the Employer receives from the Participant sufficient information concerning his or her participation in such other plan.
- 4.5 Cash Method of Accounting.** For purposes of applying the limitations in Sections 4.1, 4.2 and 4.3, Base Compensation deferred under the Plan for a pay period shall be treated as deferred as of the pay day for that pay period.

## **ARTICLE 5 ACCOUNTS**

- 5.1 Participants' Accounts.** A separate bookkeeping Account shall be maintained for each Participant. Within each Account, one or more sub-accounts may be established including (1) an Elective Deferral Account, (2) a Roth 457(b) Contributions Account, (3) a 457(b) Rollover Account, (4) a non-457(b) Rollover Account, (5) a Roth 457(b) Rollover Account, (6) a Roth non-457(b) Rollover Account, (7) a Rollover of In-Plan Roth non-457(b) Rollover Account, and/or (8) In-Plan Roth 457(b) Rollover Account.
- (a) Each Account shall be credited with the amount of the Participant's Base Compensation deferred under Section 3.2 and with any amount transferred to this Plan with respect to the Participant as provided in Sections 14.1 or 14.3.
  - (b) Each Participant's Account shall be debited with the amount of any payment to the Participant under this Plan, with any amount transferred to a separate account for an Alternate Payee with respect to the Participant as needed, and with any amount of the Participant's Account transferred to another plan as provided in Section 14.2.
  - (c) At such dates and frequency as are reasonably determined by the Employer, a Participant's Account also shall be credited with the amount of income and gain



allocable to the Account and also shall be debited with the amount of loss, expenses, and charges allocable to the Account.

- (d) A written report of the status of each Participant's Account shall be furnished to the Participant at least annually.

**5.2 Investments.** A written report of the status of each Participant's Account shall be furnished to the Participant at least annually. Each Account shall be invested as directed by the Participant or Alternate Payee in such one or more Investment Products as are determined and approved by the Committee and allowed by Oregon law.

- (a) The amount of each Account shall be invested in such one or more of those approved Investment Products as are designated by the Participant or Alternate Payee in a manner approved by the Employer.

- (1) A Participant's or Alternate Payee's investment designation shall apply to the amount of the Participant's or Alternate Payee's Account after the Participant's or Alternate Payee's death until the Beneficiary makes an investment designation in a manner approved by the Employer.

- (2) A Participant's investment designation with respect to any portion of the amount of the Participant's Account transferred to an Alternate Payee's Account shall apply to the amount of the Alternate Payee's Account until the Alternate Payee makes an investment designation in a manner approved by the Employer.

- (b) Investment designations shall be implemented as soon as administratively feasible, subject to any restrictions imposed by the Designated Institution.

- (c) Neither the Employer nor the Committee shall be liable to any Participant, Beneficiary, Alternate Payee, or other person for any loss due to the Employer's determination and approval of Investment Products, due to the Employer's failure to monitor the performance of those approved Investment Products, or due to the investment performance of amounts invested in those approved Investment Products, unless committed in bad faith, intentionally, or with reckless indifference to the interest of the Participant, Beneficiary, Alternate Payee, or other person.

**5.3 Expenses and Charges.** The Committee shall determine the reasonable expenses of the Employer and the Committee that are associated with the deferral of Compensation

under this Plan, investing the amount of Accounts, or administering this Plan, and also shall determine the expenses and charges associated with the Investment Products designated by the Participant, Beneficiary, or Alternate Payee. The Employer may charge such expenses and charges to and among Participants', Beneficiaries', and Alternate Payees' Accounts in such manner as the Employer determines equitable. However, general expenses of the Employer may not be charged to this Plan or to Accounts.

## **ARTICLE 6 BENEFITS**

### **6.1 General Benefit Terms.**

- (a) Benefit payments to a Participant or Beneficiary shall be made according to the manner and method of payment as elected in the Payout Request, which election may be changed by a Participant or a Beneficiary as appropriate and as allowed by the Plan at any time.
- (b) Subject to the restrictions on choice of benefit contained in paragraphs 6.1(c) and (d), 6.4 and 6.5, the options available for selection by the Participant or Beneficiary as the manner and method of payment are:
  - (1) Lump sum(s);
  - (2) Periodic payments for a designated period;
  - (3) Periodic payments for life;
  - (4) Periodic payments for life with a guaranteed minimum number of payments;
  - (5) Periodic payments for the life of the Participant with continuation of the payments or a percentage of the payments for the lifetime of the Participant's spouse;
  - (6) Such other options as a Designated Institution may, in its sole discretion, offer to the Participant prior to the commencement of benefits.

Periodic payments may be monthly, quarterly, semiannually, or annually. For life annuity contracts, the amount of each payment may be fixed or may fluctuate with the performance of the Investment Products.

- (c) If participant's account balance is less than \$5,000, a distribution may be made in a lump sum to the participant within sixty-one (61) days after the close of the year in which the participant has separated from service.
- (d) In determining the amount of benefit payments, the minimum incidental death benefit rule of Code Section 401(a)(9)(G) must be satisfied. To the extent that the payment required under this rule is greater than the amount determined under 6.1(c), the greater amount must be paid.
- (e) All distributions under the Plan must comply with Code Section 401(a)(9). Benefit distributions under the Plan must commence by April 1 of the calendar year following the later of (1) the calendar year in which the Participant attains age 70½, or (2) the calendar year in which the Participant incurs a Severance from Employment.

Any method or form of distribution selected by the Participant must be designed to pay the Participant the value of his or her benefits under the Plan over a period not to exceed the Participant's life or life expectancy or the joint lives or life expectancy of the Participant and the Participant's designated Beneficiary. The life expectancy of a Participant and the joint life expectancy of a Participant and the Participant's designated Beneficiary shall be determined in accordance with applicable law and regulations, provided that the life expectancy of a Participant or the Participant's spouse (if the designated Beneficiary) may from time to time be redetermined, but not more frequently than annually.

**6.2 Benefits upon Retirement.** Following the Participant's Severance from Employment on or after attainment of Normal Retirement Age, the custodian shall begin payments to the Participant in accordance with the Participant's elections made in the Payout Request; provided, however, that payments shall begin no later than April 1 of the calendar year following the later of (1) the calendar year in which the Participant attains age 70½, or (2) the calendar year in which the Participant incurs a Severance from Employment.

**6.3 Benefits upon Severance from Employment.** If Severance from Employment occurs prior to attainment of the Normal Retirement Age determined under Section 2.21, the custodian shall begin benefit payments as soon as administratively practicable following the Participant's Severance from Employment and his or her subsequent submission of a Payout Request; provided, however, that in lieu of requesting a distribution under this

Section 6.3, a Participant instead may request a plan-to-plan transfer under Section 14.3 below. The custodian shall begin payments to the Participant in accordance with the Participant's elections made in the Payout Request; provided, however, that payments shall begin no later than April 1 of the calendar year following the later of (1) the calendar year in which the Participant attains age 70½, or (2) the calendar year in which the Participant incurs a Severance from Employment.

**6.4 Elective Distributions.** Regardless of whether he or she has experienced a Severance from Employment, a Participant may choose to receive a distribution from his or her 457(b) Rollover Account, Non-457(b) Rollover Account, Roth 457(b) Rollover Account, Rollover of In-Plan Roth non-457(b) Rollover Account and Roth non-457(b) Rollover Account at any time by submitting a Payout Request.

**6.5 Payment of Benefits upon Participant's Death.**

- (a) Upon the death of a Participant, the deceased Participant's Account will be distributed to the Beneficiary in accordance with the provisions of this section.
- (b) The designation of a Beneficiary will be made in a form satisfactory to the Employer. A Participant or Beneficiary may at any time revoke his or her designation of a Beneficiary or change his or her Beneficiary by filing written notice of such revocation or change. In the event no valid designation of Beneficiary exists at the time of the Participant's or Beneficiary's death, the death benefit will be payable to the Participant's or Beneficiary's estate.
- (c) The Employer may require such proper proof of death and such evidence of the right of any person to receive payment of the value of an Account of a deceased Participant as it deems appropriate. The Employer's determination of death and of the right of any person to receive payment will be conclusive and binding on all interested parties.
- (d) If minimum payments under Code Section 401(a)(9) have not begun upon the death of a Participant and if the Beneficiary is not the Participant's surviving spouse, death benefits payments under the Plan must, in accordance with the Beneficiary's election or, if an election is not made, in accordance with the relevant provisions in the Plan:

- (1) Begin to be distributed to the Beneficiary no later than December 31 of the calendar year immediately following the calendar year of the Participant's death, payable over a period not to exceed the life expectancy of the Beneficiary; or
  - (2) Be distributed no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (e) If the Beneficiary is the Participant's surviving spouse and minimum payments under Code Section 401(a)(9) have not begun upon the death of the Participant, minimum payments to the surviving spouse must begin by the later of:
- (1) December 31 of the calendar year immediately following the calendar year in which the Participant dies; or
  - (2) December 31 of the year in which the Participant would have attained age 70½.
- (f) Payments to the surviving spouse under Section 6.5(e) above must be made over a period not to exceed the surviving spouse's life expectancy. However, a surviving spouse may elect to receive the death benefit payments no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (g) If minimum payments under Code Section 401(a)(9) have begun prior to the Participant's death, the remaining portion of the Account shall be distributed to the Beneficiary at least as rapidly as under the method of distribution in effect prior to the death of the Participant.

**6.6 In-Service Distributions.** While still employed by the Employer, a Participant may request, and upon approval of the Employer, receive an in-service distribution from the Participant's Account, provided that:

- (a) The Participant's Account balance is \$5,000 or less (or such amount as may be designated in Code Section 457(e)(9)); and
  - (1) The Participant has made no deferrals during the two-year period ending on the date of the distribution; and
  - (2) The Participant has not received any prior in-service distribution as described in this Section 6.6 (a); or

- (b) The Participant has been approved by a tax qualified governmental defined benefit plan (as defined in Code Section 414(d)) to purchase service credits with a direct transfer from this Plan, and such in service distribution does not exceed the total amount required to purchase such service credits.

## **ARTICLE 7 HARDSHIP WITHDRAWALS**

- 7.1 Application for Withdrawal.** In the case of an Unforeseeable Emergency prior or subsequent to the commencement of benefit payments, a Participant may apply for a withdrawal of an amount reasonably necessary to satisfy the emergency need. If the Committee (or its delegate) reviews the application and determines that the applicable standards are satisfied, the withdrawal will be effective at the later of the date specified in the Participant's application or the date of approval by the Committee (or its delegate). The approved amount shall be payable in a lump sum within thirty (30) days of such effective date or in some other manner consistent with the emergency need as determined by the Committee (or its delegate). If the Participant's request is denied, a request for review of the determination may be made in writing to the Committee (or its delegate). If the review of the determination fails to confirm a claim of Unforeseeable Emergency, a written appeal may be made to the Committee (or its delegate). Unforeseeable Emergency withdrawals will be made in accordance with procedures established by the Designated Institution and/or Investment Product.
- 7.2 Unforeseeable Emergency.** For the purposes of this Plan, the term "Unforeseeable Emergency" means a severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or his or her spouse, or of a dependent (as defined in Code Section 152(a)) of the Participant, or of a Primary Beneficiary of the Participant, loss of the Participant's property due to casualty, or other similar, extraordinary, and unforeseeable circumstances arising as a result of events beyond the control of the Participant. Withdrawals for foreseeable expenditures normally budgetable, such as a down payment on or purchase of a home, purchase of an automobile, or college expenses, will not be permitted. The Committee (or its delegate) shall not permit withdrawal for an Unforeseeable Emergency to the extent that such hardship is or may be relieved:

- (a) Through reimbursement or compensation by insurance or otherwise;
- (b) By liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or
- (c) By cessation of deferrals under the Plan.

For purposes of this Section 7.2, a "Primary Beneficiary" of a Participant is an individual who is named as a Beneficiary of the Participant under the Plan, and who has an unconditional right to all, or a portion of, the Participant's Account balance under the Plan upon the death of the Participant.

**7.3 Limits on Withdrawals and Future Contributions.** In no event shall the amount of a withdrawal for an Unforeseeable Emergency exceed the balance in the Participant's Account at the time of withdrawal. Notwithstanding any other provision of this Plan, if a Participant makes a withdrawal hereunder, the Participant's Account shall be appropriately reduced to reflect such withdrawal, and the remainder of any benefits shall be payable in accordance with otherwise applicable provisions of the Plan. In the event a Participant's application for a distribution under Article 7 is approved by the Committee (or its delegate), the Participant will be barred from making further Deferrals under the Plan for a period of six (6) months following the date on which such distribution is made.

## **ARTICLE 8 BENEFICIARIES**

**8.1 Designation.** A Participant shall have the right to designate a Beneficiary, and to amend or revoke such designation at any time by designating one or more Beneficiaries in a manner approved by the Employer. Such designation, amendment or revocation shall be effective upon receipt by the Employer. Notwithstanding the foregoing, a Participant who elects a joint and survivor annuity form of payment may not elect a non-spouse joint annuitant, and may not change his or her joint annuitant after payments commence. Further, if, at the time the designation of Beneficiary was made, the Participant named a current spouse as Beneficiary, but the Participant was not married to that same spouse at the time of the Participant's death, such designation shall be void, subject to the Participant later filing a new designation naming the former spouse as Beneficiary.

- 8.2 Failure to Designate a Beneficiary.** If a Participant fails to elect a Beneficiary or no designated Beneficiary survives the Participant, and benefits are payable following death, such benefits will be payable to the Participant's estate.

## **ARTICLE 9 LEAVE OF ABSENCE**

- 9.1 Approved Leave of Absence.** A Participant on an approved leave of absence (whether paid or unpaid) may continue to participate in the Plan subject to all the terms and conditions of the Plan. Subject to a different instruction from the Participant, Base Compensation shall be deferred for such Participant if such Base Compensation (or a portion thereof) continues while the Participant is on an approved leave of absence.
- 9.2 Uniformed Services Leaves.** Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

## **ARTICLE 10 ASSIGNMENT AND ALIENATION**

- 10.1 Participant's Rights Not Assignable.** Neither the Participant nor any other person shall have any right to commute, sell, assign, pledge, transfer, or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights thereto are expressly declared to be unassignable and nontransferable. Except as otherwise provided under Article 12, no unpaid benefits shall be subject to attachment, garnishment, or execution for the payment of any debts, judgments, alimony, or separate maintenance owed by the Participant or any other person or be transferable by operation of law in the event of bankruptcy or insolvency of the Participant or any other person.
- 10.2 No Loans Permitted.** Participant loans are not permitted under the Plan.
- 10.3 IRS Levy.** Notwithstanding Section 10.1, the Plan may pay from a Participant's or Beneficiary's Account the amount that the Committee finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.



## **ARTICLE 11 ADMINISTRATION**

- 11.1 Plan Administrator.** This Plan shall be administered by the Employer. The Employer may appoint a Committee of one or more individuals in the employment of the Employer for the purpose of discharging the administrative responsibilities of the Employer under the Plan. The Committee will represent the Employer in matters concerning the administration of this Plan; provided, however, that the final authority for all administrative and operational decisions relating to the Plan remains with the Employer.
- 11.2 Powers of the Committee.** The Committee shall have full power and authority to:
- (a) Present recommendations to the Employer for consideration in order to adopt rules and regulations for the administration of the Plan, provided they are not inconsistent with the provisions of this Plan or Code Section 457 and any Treasury regulations promulgated thereunder, and to interpret, alter, amend, or revoke any rules and regulations so adopted;
  - (b) To recommend to the Employer to enter into contracts with respect to this Plan and in accordance with the Employer's purchasing policy;
  - (c) To make discretionary decisions under this Plan, including decisions under Article 7 (Hardship Withdrawals) and under Section 11.5 (Claims Procedure); and
  - (d) To demand satisfactory proof of the occurrence of any event that is a condition precedent to the commencement of any payment or discharge of any obligation under the Plan.
- 11.3 Disqualification of Committee Members.** If otherwise eligible, a Committee member shall be eligible to participate in the Plan, but such person shall not be entitled to participate in discretionary decisions relating to such person's own participation in or benefits under the Plan.
- 11.4 Selection of Approved Institutions.** The Committee shall screen and recommend to the Employer for approval any insurance company or other entity seeking to sell an Investment Product or otherwise operate as an Approved Institution under this Plan. The Employer may contract with an Approved Institution (a) to issue to the Employer an Investment Product as described in Article 5 of the Plan, or (b) to provide services under the Plan for the convenience of the Employer including, but not limited to, the enrollment

of Eligible Individuals as Participants on behalf of the Employer; the maintenance of individual or other accounts and other records; the making of periodic reports; and the disbursement of benefits to Participants, Alternate Payees, and Beneficiaries.

#### **11.5 Claims Procedure.**

- (a) Upon the request of a Participant, Beneficiary, or Alternate Payee, the Employer shall provide claim forms to any Participant, Beneficiary, or Alternate Payee who is or may be entitled to benefits hereunder. Such claim form shall be completed and submitted to the Employer no later than thirty (30) days after it is received by said claimant. Upon receipt of the claim form, the Employer shall review the claim and, if the Employer determines that the claim should not be allowed, shall respond within thirty (30) days of receipt of the claim. Such response shall be in writing and shall include the specific reason or reasons for the denial, specific references to pertinent Plan provisions on which the denial is based, a description of whatever additional material or information, if any, must be supplied by the claimant to perfect the claim, and an explanation of the Plan's review procedure. If notice of the denial of a claim is not furnished within thirty (30) days of receipt by the Committee, the claim shall be deemed denied.
- (b) Within sixty (60) days after receipt of notice of denial of the claim or when the claim is deemed to have been denied, the claimant (or his or her representative) may respond to the denial by requesting, in writing, a review of the decision and a review of pertinent documents. If the claimant responds and seeks a review of the decision to deny benefits, issues and comments must be submitted in writing to the Employer. Such issues and comments shall specify the reasons that the decision of the Employer is claimed to be erroneous. The Employer shall review the contentions regarding the denial of the claim and shall, within sixty (60) days from the Employer's receipt of the request for review, respond to said request. If the Employer, in its sole discretion, determines that special circumstances warrant the holding of a hearing, it shall promptly be held and a decision shall be rendered within one hundred twenty (120) days from the date the Plan received the request for review. Any decision on review shall be in writing and shall state the specific reasons for the decision, and shall make specific references to the Plan provisions on which the decision is based.

- (c) The Committee or an Approved Institution shall make all reasonable attempts to determine the identity and address of a Participant or Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt may include the mailing by certified mail of a notice to the last known address shown on the Employer's or Approved Institution's records.

If the Committee or the Approved Institution is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Plan shall continue to hold the benefits due such person until, in the Employer's sole discretion, the Plan is required to take other action under applicable law. Such action may include the forfeiture of the Participant's or Beneficiary's Accounts. Such forfeitures will be applied toward the payment of expenses of the Plan. If so forfeited, and if a person subsequently files a valid claim for such benefit, then such forfeited amount shall be restored to the Participant's or Beneficiary's Account (without interest) and thereupon distributed in accordance with the Plan. Such restored amounts shall be provided from the earnings of the Plan or from such other appropriate source.

## **ARTICLE 12 QUALIFIED DOMESTIC RELATIONS ORDERS**

- 12.1 Payment to Alternate Payee.** To the extent required by and subject to the restrictions of ORS 243.507 or Code section 414(p), the amount of a Participant's Account shall be paid, in whole or in part, to an Alternate Payee if and to the extent expressly provided for in the terms of any court decree of annulment or dissolution of marriage or of separation, or the terms of any court order or court-approved property settlement agreement incident to any court decree of annulment or dissolution of marriage or of separation.
- 12.2 Required Information and Documentation.** No benefit under this Plan may be paid to an Alternate Payee under the terms of a court decree or order or court-approved property settlement agreement ("Order") until after the date the Employer receives a copy of the Order and such additional information and documentation as satisfies the Employer:
  - (a) That the copy is a true copy of the Order.

- (b) That the Order is, within the meaning of ORS 243.507, a court decree of annulment or dissolution of marriage or of separation, or a court order or court-approved property settlement agreement incident to such a decree.
- (c) Of the extent to which the terms of the Order expressly provide for payment of a benefit under this Plan to an Alternate Payee.
- (d) Of any other fact or matter required for the Employer to:
  - (1) Determine the application of ORS 243.507 to the Order or the extent to which the Order applies to this Plan.
  - (2) Comply with the Order or with ORS 243.507.
  - (3) Administer this Plan under the terms of the Order.

**12.3 Coordination with Other Provisions of This Plan.** With respect to amounts payable to an Alternate Payee, the custodian shall begin benefit payments to the Alternate Payee as soon as administratively practicable after the requirements of Section 12.2 have been satisfied, in accordance with the Alternate Payee's elections made in a Payout Request made in accordance with the distribution requirements provided in Article 6.

## **ARTICLE 13 AMENDMENT OR TERMINATION OF PLAN**

**13.1 Employer's Authority.** The Employer may terminate or amend the provisions of this Plan at any time; provided, however, that no termination or amendment shall affect the rights of a Participant, Alternate Payee, or a Beneficiary to the receipt of payment of benefits with respect to any Base Compensation deferred before the time of the termination or amendment, as adjusted for investment experience of the Investment Product of the Designated Institution prior to or subsequent to the termination or amendment, except as may be permitted or required by law.

**13.2 Procedure upon Termination of Plan.** Upon termination of the Plan, the Participants in the Plan will be deemed to have withdrawn from the Plan as of the date of such termination. Participants will resume receipt of their full Compensation without any further deferrals pursuant to Section 3.2 of the Plan. The Employer shall not distribute Plan benefits at the time of such termination; rather, the custodian shall retain all Participant Accounts and shall pay or dispose of Participant Accounts only as otherwise provided in the Plan and according to the terms and conditions of the Plan.

## **ARTICLE 14 ROLLOVERS**

**14.1 Rollover Contributions.** An Eligible Individual (whether or not he or she is a current Participant) may roll over amounts that are considered “eligible rollover distributions” within the meaning of Code Section 402(c)(4) from an “eligible retirement plan” within the meaning of Code Section 402(c)(8)(B).

- (a) Amounts (other than designated Roth contributions as defined in Code Section 402A) rolled over from another Eligible Deferred Compensation Plan will be allocated to the Participant’s 457(b) Rollover Account. Amounts (other than designated Roth contributions as defined in Code Section 402A) rolled over from an eligible retirement plan that is not a Code Section 457(b) plan will be allocated to the Participant’s non-457(b) Rollover Account.
- (b) Designated Roth contributions as defined in Code Section 402A rolled over from another Eligible Deferred Compensation Plan will be allocated to the Participant’s Roth 457(b) Rollover Account. Designated Roth contributions as defined in Code Section 402A rolled over from an eligible retirement plan that is not a Code Section 457(b) plan will be allocated to the Participant’s Roth non-457(b) Rollover Account.
- (c) Designated Roth contributions relating to in-plan rollovers under Code Section 402A(c)(4) rolled over from an eligible retirement plan that is not a Code Section 457(b) plan will be allocated to the Participant’s Rollover of In-Plan Roth non-457(b) Rollover Account.
- (d) Amounts attributable to In-Plan Rollovers will be allocated to an In-Plan Roth 457(b) Rollover Account. In-Plan Roth Rollover Contributions will be subject to the Plan rules related to Roth 457(b) Contributions.

All rollovers into this Plan are subject to the approval of the Employer and the applicable Designated Institution(s). Rollovers received by the Plan shall not be applied against the deferral limitation described in Article 4, and shall be fully vested. If the Plan accepts an amount as a rollover contribution based on the reasonable conclusion of the Employer or its delegate that the contribution is a valid rollover contribution, but it is later determined that the rollover contribution did not satisfy the statutory or regulatory rollover rules, a

distribution shall be made to the affected Participant in an amount equal to such invalid rollover contribution, plus any earnings attributable thereto.

**14.2 Direct Rollovers of Plan Distributions.** The Plan will make direct rollovers of Plan distributions at the request of the Participant, subject to the provisions of Article 6 and Article 12, to:

- (a) an Eligible Deferred Compensation Plan;
- (b) a qualified plan described in Code Section 401(a), 401(k) or 403(a);
- (c) an annuity contract described in Code Section 403(b);
- (d) an individual retirement account or annuity described in Code Section 408(a) or 408(b);
- (e) a Roth individual retirement account described under Code Section 408A.

Notwithstanding any provisions of the Plan to the contrary that would otherwise limit an election under this section, the surviving spouse of a Participant (or the Participant's former spouse who is an Alternate Payee under a Qualified Domestic Relations Order, as defined in Code section 414(p)) may elect, at the time and in the manner prescribed by the Plan, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan in a direct rollover.

Effective for Plan Years beginning on or after January 1, 2010, a non-spouse Beneficiary may elect to make a direct rollover to an inherited individual retirement account or annuity described in Code Section 408(a) or Section 408(b), or a Roth individual retirement account described in Code Section 408A(a), that is established on behalf of the Beneficiary. Such rollover shall be made in a manner consistent with Code Section 402(c)(11) and any other applicable guidance.

**14.3 Plan to Plan Transfers.** If a Participant incurs a Severance from Service and subsequently performs services for another employer described in Code Section 457(e)(1)(A) which maintains an Eligible Deferred Compensation Plan, the amounts deferred under the Plan shall, at the Participant's election, be transferred to such other Eligible Deferred Compensation Plan, provided:

- (a) The Eligible Deferred Compensation Plan to which the Participant's benefit is being transferred provides for the acceptance of such amounts; and

- (b) The Participant has a benefit amount immediately after the transfer which at least equals the benefit amount under this Plan immediately before the transfer.

Upon the transfer of amounts under this Section 14.3, the Plan's liability to pay benefits to the Participant or Beneficiary will be discharged to the extent of the amount so transferred on behalf of the Participant or Beneficiary. The Employer may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 14.3 or effectuate the transfer pursuant to Treasury Regulations Section 1.457-10(b). If Roth 457(b) contributions are transferred, the receiving plan must permit designated Roth contributions as defined in Code Section 402A.

- 14.4 Transfer of Entire Plan.** Subject to this Section 14.4, the Employer may direct the transfer of all assets of the Plan to another Eligible Deferred Compensation Plan that is located in the State of Oregon, provided that the requirements of Code Section 457(b) and Treasury Regulations Section 1.457(b)-10(b)(3) are satisfied. If Roth 457(b) Contributions are transferred, the receiving plan must permit designated Roth contributions as defined in Code Section 402A.

## **ARTICLE 15 PLAN ASSETS**

- 15.1 Funding Medium for Plan Assets.** All assets of the Plan, including all amounts deferred pursuant to Sections 3.2 and 3.3 (except those that have been transferred out pursuant to Section 14.2, 14.3 or 14.4), all amounts transferred to the Plan pursuant to Section 14.1, all property and rights purchased with Deferrals, Employer contributions and transferred amounts, and all income attributable to such amounts, property, or rights shall (until made available to a Participant, Alternate Payee, or Beneficiary pursuant to the distribution provisions of Article 6) be held in a trust, custodial account, or annuity contract described in Code Section 457(g) for the exclusive benefit of Participants and their Beneficiaries.
- 15.2 No Reversion.** Except as otherwise provided in the Plan or permitted by the Code, no part of the Plan assets shall be paid over or revert to the Employer or be used for any purpose other than for the exclusive benefit of Participants, Alternate Payees and their Beneficiaries, and for reasonable expenses of administration of the Plan.

**ARTICLE 16  
MISCELLANEOUS**

- 16.1 Governing Law.** The Plan shall be construed under the laws of the state of Oregon, except to the extent superseded by federal law, including the Code.
- 16.2 Severability.** If any provision of this Plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of this Plan, but this Plan shall be construed and enforced as if said illegal or invalid provision had never been included herein.
- 16.3 Mistaken Contributions.** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Committee, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Committee, to the Employer.

IN WITNESS WHEREOF, the Employer has caused this Plan to be signed and attested by its duly authorized officers on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**Board of County Commissioners:**

\_\_\_\_\_  
Chair

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



## ATTACHMENT A

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Pursuant to Section 3.3 of the Plan, the Employer shall make contributions to the Plan for the following employee groups and in the amounts set forth below, expressed as a percentage of the Eligible Employee's Base Compensation:

<b><u>Classification of Employees</u></b>	<b><u>Contribution Amount</u></b>
Peace Officers Association .....	Four percent (4%)
Federation of Parole and Probation Officers .....	One percent (1%)
Nonrepresented Group 1 .....	Six and twenty-seven one hundredths percent (6.27%)

Pursuant to Section 3.5 of the Plan, the Employer shall automatically enroll new Eligible Employees from the following employee groups in the Deferral amounts set forth below, expressed as a percentage of the Eligible Employee's Base Compensation:

<b><u>Classification of Employees</u></b>	<b><u>Deferral Amount</u></b>
AFSCME - DTD .....	Five percent (5%)
AFSCME-WES .....	Five percent (5%)
Employees Association .....	Five percent (5%)
Housing Authority Employees Association .....	Five percent (5%)

Pursuant to Section 3.6 of the Plan, the Employer shall match Deferrals by Eligible Employees from the following employee groups, up to the amounts set forth below, expressed as a percentage of the Eligible Employee's Base Compensation:

<b><u>Classification of Employees</u></b>	<b><u>Matching Contribution Amount</u></b>
AFSCME – 911 Dispatch .....	Up to three percent (3%), effective March 1, 2017
C-COM Managers (portion of Nonrepresented Group 2) .....	Up to three percent (3%), effective August 1, 2017



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD OREGON CITY, OR 97045

February 8, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Goods and Services Contract with Specialized Technical  
Asset Restoration, LLC for Restoration of Materials Damaged in Flood at  
Clackamas County Law Library

**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

<b>Purpose/Outcomes</b>	Approve contract with Specialized Technical Asset Restoration, LLC
<b>Dollar Amount and Fiscal Impact</b>	Total compensation shall not exceed \$389,545.75. Partial payment of \$208,424.20 was approved on January 25, 2018.
<b>Funding Source</b>	Insurance
<b>Duration</b>	To June 30, 2018
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Build public trust through good government.
<b>Contact Person</b>	Kathleen Rastetter, Assistant County Counsel
<b>Contract No.</b>	

**BACKGROUND:**

The Holman Building, which houses the Clackamas County Law Library, flooded on July 15 and 16 of 2017, causing significant damage to the library's collection of books, magazines, pamphlets, and other printed materials. An emergency procurement declaration was obtained for restoration services performed by contractor Summit Restoration. Specialized Technical Asset Restoration, LLC was brought in later to conduct further restoration services. It is necessary to enter into this contract with Specialized Technical Asset Restoration, LLC for services already performed and completion of its restoration work.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the attached contract with Specialized Technical Asset Restoration, LLC.

Respectfully submitted,

A handwritten signature in blue ink that reads "Kathleen J. Rastetter". The signature is written in a cursive style with a large initial 'K'.

Kathleen Rastetter  
Assistant County Counsel



## CLACKAMAS COUNTY GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between Specialized Technical Asset Restoration, LLC ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County") for the purposes of providing restoration services for printed material including but not limited to books, magazines, pamphlets and paper of the flood damaged Holman Building.

**WHEREAS**, a flood of the Holman Building on July 15<sup>th</sup> and 16<sup>th</sup> of 2017, affected the contents of the Holman Building including materials in the Clackamas County law library, and an emergency procurement declaration was obtained which covers only contractor Summit Restoration, and Contractor Specialized Technical Asset Restoration, LLC was brought in to conduct restoration services for printed materials, it is necessary to enter into this contract for services already performed and completion of Contractor's restoration work.

### **I. TERM**

This Contract shall become effective upon signature of both parties and shall remain in effect until June 30, 2018. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

### **II. SCOPE OF WORK**

This Contract covers the Scope of Work as described in Scope of Work, attached and hereby incorporated by reference as Attachment "A." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Attachment "A", and the Contractor's Proposal attached and hereby incorporated by reference as Attachment "B." Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County's Representative for this contract is: Clackamas County Administrator

### **III. COMPENSATION**

- 1. PAYMENT.** The County agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed three hundred eighty-nine thousand five hundred forty-five dollars and seventy-five cents (**\$389,545.75**) and the total Contract compensation shall not exceed three hundred eighty-nine thousand five hundred forty-five dollars and seventy-five cents (**\$389,545.75**).
- 2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. Invoices shall be submitted to the County Representative at:

#### **IV. CONTRACT PROVISIONS**

**1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**2. AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.

**3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**5. 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.

**6. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

**8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all 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 Contractor or the Contractor's employees, subcontractors, or agents.

**9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

**10. INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in

any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

**C.** Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**D.** If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**E.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract.

**F.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**G.** Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor’s liability and County’s remedy under this services warranty are limited to Contractor’s prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

**15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

**16. 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 and 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.

**17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.



**18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**19. TAX COMPLIANCE CERTIFICATION.** 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.

**20. TERMINATION.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) 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 the County are 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; (C) This Contract may also be immediately terminated by the 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 the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the 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.

**21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

**22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.

**24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

**27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor 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 Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the 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 the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS

279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

**29. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

**30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

Signatures to follow.



**ATTACHMENT A**  
**SCOPE OF WORK**

Removal and restoration of water damaged printed materials from Holman Building flood on July 15, 2017. Printed materials include but are not limited to books, magazines, pamphlets and paper. Labor and material rates are per the Detailed Summary hereby attached and incorporated in **Attachment B**. Partial payment of two hundred eight thousand four hundred twenty-four dollars and twenty cents has been approved on January 25, 2018. Remainder of invoice contingent on Travelers Insurance approval and acceptance of attached Detailed Summary.

**ATTACHMENT B**  
**Detailed Summary**

**Detailed Summary****Asset/Hours by Day:**

<b>7/30/2017</b>	<b>Hours</b>	<b>Cost</b>	<b>Total</b>
Terceira Abrams	6.5 \$	125.00 \$	812.50
Casey Crick	6.5 \$	95.00 \$	617.50
Jalisa Willis	6.5 \$	95.00 \$	617.50
<b>7/31/2017</b>	<b>Hours</b>	<b>Cost</b>	<b>Total</b>
Terceira Abrams	6.5 \$	125.00 \$	812.50
Casey Crick	6.5 \$	95.00 \$	617.50
Danille Patrick	6.5 \$	95.00 \$	617.50
Jalisa Willis	6.5 \$	95.00 \$	617.50
<b>8/1/2017</b>	<b>Hours</b>	<b>Cost</b>	<b>Total</b>
Terciera Abrams	6 \$	125.00 \$	750.00
Casey Crick	3.5 \$	95.00 \$	332.50
Danille Patrick	6 \$	95.00 \$	570.00
Jalisa Willis	6 \$	95.00 \$	570.00
<b>8/2/2017</b>	<b>Hours</b>	<b>Cost</b>	<b>Total</b>
Treciera Abrams	4.5 \$	125.00 \$	562.50
Jalisa Willis	4.5 \$	95.00 \$	427.50
<b>8/3/2017</b>	<b>Hours</b>	<b>Cost</b>	<b>Total</b>
Terceira Abrams	6 \$	125.00 \$	750.00
Casey Crick	6 \$	95.00 \$	570.00
Sue Pak	3.5 \$	95.00 \$	332.50
Jalise Willis	6 \$	95.00 \$	570.00
<b>8/4/2017</b>	<b>Hours</b>	<b>Cost</b>	<b>Total</b>
Terciera Abrams	6 \$	125.00 \$	750.00
Casey Crick	6 \$	95.00 \$	570.00
Latifah Hicks	6 \$	95.00 \$	570.00
Ariana Howell	6 \$	95.00 \$	570.00
Sue Pak	1 \$	95.00 \$	95.00
Gahistiski Peterson	6 \$	95.00 \$	570.00
Sytez Peterson	6 \$	95.00 \$	570.00
Jalisa Willis	6 \$	95.00 \$	570.00

<b>8/7/2017</b>	<b>Hours</b>	<b>Cost</b>	<b>Total</b>
Terciera Abrams	6 \$	125.00 \$	750.00
Casey Crick	6 \$	95.00 \$	570.00
Latifah Hicks	6 \$	95.00 \$	570.00
Ariana Howell	6 \$	95.00 \$	570.00
Danille Patrick	6 \$	95.00 \$	570.00
Gahistiski Peterson	6 \$	95.00 \$	570.00
Jalisa Willis	6 \$	95.00 \$	570.00
<b>8/8/2017</b>	<b>Hours</b>	<b>Cost</b>	<b>Total</b>
Terciera Abrams	6 \$	125.00 \$	750.00
Casey Crick	6 \$	95.00 \$	570.00
Latifah Hicks	6 \$	95.00 \$	570.00
Gahistiski Peterson	6 \$	95.00 \$	570.00
Sytez Peterson	6 \$	95.00 \$	570.00
Jalisa Willis	6 \$	95.00 \$	570.00
<b>8/9/2017</b>	<b>Hours</b>	<b>Cost</b>	<b>Total</b>
Terciera Abrams	6 \$	125.00 \$	750.00
Latifah Hicks	6 \$	95.00 \$	570.00
Ariana Howell	6 \$	95.00 \$	570.00
Gahistiski Peterson	6 \$	95.00 \$	570.00
Sytez Peterson	6 \$	95.00 \$	570.00
Jalisa Willis	6 \$	95.00 \$	570.00
<b>8/10/2017</b>	<b>Hours</b>	<b>Cost</b>	<b>Total</b>
Terciera Abrams	6 \$	125.00 \$	750.00
Casey Crick	6 \$	95.00 \$	570.00
Latifah Hicks	6 \$	95.00 \$	570.00
Gahistiski Peterson	6 \$	95.00 \$	570.00
Jalisa Willis	6 \$	95.00 \$	570.00
<b>8/11/2017</b>	<b>Hours</b>	<b>Cost</b>	<b>Total</b>
Terciera Abrams	6 \$	125.00 \$	750.00
Jalisa Willis	6 \$	95.00 \$	570.00
	<b>296.5</b>	<b>\$</b>	<b>30,132.50</b>



**Vehicle Expenses - Pick up:**

Truck Expense \$250 per day		
\$250 x 11 Days	\$	<u>2,750.00</u>
Van Expense \$125 per day		
\$125 x 11 Days	\$	<u>1,375.00</u>

**Sorting Items:**

15 days, 4 Techs at 7hrs a day	\$	<u>43,050.00</u>
\$125.00/hr. = \$875.00 per day per Supervisor tech.		
\$875.00 x 15 Days = \$13,125.00		
\$95.00/hr. = \$665.00 per day per tech.		
\$665.00 x 3 = \$1,995.00 per day total		
\$1,995.00 x 15 Days = \$29,925.00		
Least to most affected		

**Drying Process:**

41 days, 4 Techs at 7hrs a day	\$	<u>117,670.00</u>
\$125.00/hr. = \$875.00 per day per Supervisor tech.		
\$875.00 x 41 Days = \$35,875.00		
\$95.00/hr. = \$665.00 per day per tech.		
\$665.00 x 3 = \$1,995.00 per day total		
\$1,995.00 x 41 Days = \$81,795.00		
Rack drying/wipe down		

**Heat Room:**

41 days @ \$275 per day	\$	<u>11,275.00</u>
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**Post Drying Visual Inspection/Packaging:**

22 days, 2 Techs at 6hrs a day	\$	<u>25,080.00</u>
\$95.00/hr. = \$570.00 per day per tech		
\$570.00 x 2 = \$1,140.00 per day total		
\$1,140.00 x 22 Days = \$25,080.00		

**Mold Investigations:**

Mold Investigations Invoice	\$	42,630.00	
Plus 10% + 10% Fee	\$	8,526.00	
Total	\$		<u>51,156.00</u>

**Inventory Count:**

15 days, 4 Techs at 6hrs a day	\$	<u>36,900.00</u>
\$125.00/hr. = \$750.00 per day per Supervisor tech.		
\$750.00 x 15 Days = \$11,250.00		
\$95.00/hr. = \$570.00 per day per tech		
\$570.00 x 3 = \$1,710.00		
\$1,710.00 x 15 Days = \$25,650.00		

**Storage:**

\$1,510.50 per month x 4months	\$	<u>6,042.00</u>
795 sq.ft. @ \$1.90		

**Post Investigation Results Sorting:**

Sorting boxes(10 days 4techs 6hrs a day)	\$	<u>24,600.00</u>
\$125.00/hr. = \$750.00 per day per Supervisor tech.		
\$750.00 x 10 Days = \$7,500.00		
\$95.00/hr. = \$570.00 per day per tech.		
\$570.00 x 3 = \$1,710.00 per day total		
\$1,710.00 x 10 Days = \$17,100.00		

**Supplies:**

Total Supplies Cost \$4,346.04	\$	<u>5,215.25</u>
Boxes	\$	3,312.00
Carton Sealing Tape	\$	257.04
Disposable Glove	\$	196.00
Pallet	\$	405.00
Stretch Wrap	\$	176.00
Plus 10% + 10% Fee	\$	869.21

**Delivery & Set-up:**

Total Delivery hours 300	\$	<u>30,300.00</u>
60hrs @ \$125.00 per hr. per Supervisor Tech		
240hrs @ \$95.00 per hr. per Tech		

**Vehicle Expenses - Delivery:**

26ft Truck Expense \$375 per day		
\$375 x 7 Days	\$	<u>2,625.00</u>
Van Expense \$125 per day		
\$125 x 11 Days	\$	<u>1,375.00</u>

<b>Total Invoice</b>	<b>\$</b>	<b><u>389,545.75</u></b>
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DAN JOHNSON  
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

February 8, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Two Non-Exclusive Waterline Easements Provided to  
Clackamas River Water**

<b>Purpose/Outcomes</b>	These easements provided to Clackamas River Water (CRW) allow for water line extensions over Agency property for current and future redevelopment
<b>Dollar Amount and Fiscal Impact</b>	These easements are provided at no cost to CRW
<b>Funding Source</b>	Not applicable
<b>Safety Impact</b>	Extension of the water lines will provide potable water and fire protection to the properties in which the easements are located
<b>Duration</b>	The easement will be permanent unless terminated upon mutual agreement of the parties or one year after abandonment of the facilities by CRW
<b>Previous Board Action</b>	The Board of County Commissioners previously approved the contract for construction of the 115 <sup>th</sup> Avenue utility line extension project
<b>Contact Person</b>	David Queener, Program Supervisor, Clackamas County Development Agency – (503) 742-4322

**BACKGROUND**

The Development Agency recently completed construction of the SE 115<sup>th</sup> Avenue utility line extension project. This project installed new water and sewer lines from SE Jennifer Street to properties currently owned by the Agency at the end of 115<sup>th</sup>, a distance of approximately 630 feet.

In order to extend water service onto the properties for future development, the Agency must provide permanent non-exclusive easements to CRW. The attached easements allow CRW to access and maintain their waterline as needed.

County Counsel has reviewed and approved these easements.

**RECOMMENDATION:**

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, move by consent to:

- Approve the easements provided to Clackamas River Water
- Record the easements in the Deed Records of Clackamas County at no cost to the Development Agency

Respectfully submitted,

David Queener  
Development Agency Program Supervisor

Grantor's name and address: Clackamas County Development Agency   150 Beaver creek Rd. Oregon City, OR 97045	State of Oregon
Grantee's name and address: Clackamas River Water P.O. Box 2439 Oregon City, OR 97045	
After Recording Return to: Clackamas County Development Agency   150 Beaver creek Rd. Oregon City, OR 97045	
Until a change is requested, all taxes shall be sent to: No Change	Accepted by: _____ Acceptance Date: _____

**PERMANENT NON-EXCLUSIVE WATERLINE EASEMENT**

(Corporate or Non Profit Grantor)

For value received, Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, Oregon, (Grantor), hereby grants and conveys to Clackamas River Water, a domestic water supply district and municipal corporation, (Grantee), a permanent non-exclusive easement for the construction, reconstruction, upgrade, replacement, repair, maintenance, and inspection of waterline facilities and related appurtenances, in, under, upon, and across Grantor's real property located in Clackamas County, State of Oregon.

Grantor's real property is more particularly described as follows: A parcel land located in the NE 1/4 of Section 15, T2S, R2E, WM, as more particularly described by that certain Statutory Warranty Deed recorded on October 9, 2009, as Document No. 2009-071163 in the Deed Records of Clackamas County, Oregon.

The Permanent Non-Exclusive Waterline Easement is more particularly described as follows: A strip of land described and depicted in Exhibits "A" and "B" attached hereto and by this reference made a part hereof (the Easement Area).

Grantee shall have the right to enter upon and utilize the Easement Area for the purposes described in this document. Grantee may remove trees, shrubs, brush, paving or other materials within the Easement Area whenever necessary to accomplish these purposes.

Neither Grantor nor it's successors in title shall construct or maintain any building or other structures upon the above described Easement Area which will unreasonably interfere with Grantee's exercise of this easement.

Grantee shall be solely responsible for determining the location of all utilities in the Easement Area that may be affected by work performed in the Easement Area by or on behalf of Grantee. Grantee shall provide all required notification to the applicable utility companies and shall take all steps necessary to prevent damage to or disruption of all utilities and utility service and other equipment and systems in the Easement Area.

Grantee shall be responsible to restore any property disturbed by its use of the Easement Area to its original condition upon completion of the work or use and shall be responsible for any damage caused as a result of the work by the acting party.

Except as otherwise provided, the Easement Area shall be non-exclusive. Grantor shall have the right to grant easements to others to cross or use the Easement Area now or in the future, provided the construction and installation of such do not unreasonably interfere with the repair, maintenance or operation of Grantee's waterline facilities and related appurtenances. Grantee specifically acknowledges the Easement Area will also be used by Clackamas County Service District No. 1 (District) for the construction, operation, upgrade, replacement, repair, maintenance and inspection of sewerline facilities and related appurtenances that will serve Grantor's property. Grantee will coordinate their construction and location of their facilities in the Easement Area with District.

Subject to the limitations of the Oregon Tort Claims Act, the Oregon Constitution and all laws applicable to domestic water supply districts, Grantee covenants to and does hereby agree to indemnify, hold harmless and defend the Grantor and its successors and assigns, from and against all claims and all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of any person or persons, or any accident, personal injury, loss or damage whatsoever caused to any person or entity or to the property of any person or entity as shall occur on or about the Easement Area as the result of the Grantee's exercise of the rights granted in this Agreement, or Grantee's failure to perform the obligations set forth in this Agreement. There shall be excluded from the foregoing indemnification the damages, costs and expenses to the extent that such damages, costs and expenses are caused by the negligence of Grantor, its agents, employees, representatives, or their successors and assigns.

This Easement will terminate upon the earlier of (i) mutual agreement of the parties or (ii) abandonment by Grantee of the facilities located within the limits of the Easement for a period of at least one year. Termination under (ii) above will be deemed to have occurred automatically upon the sixtieth day after delivery of written notice of such abandonment and of the resulting termination of this Easement (the "Abandonment Notice") by the then owner of the Property to Grantee at the address set forth herein for Grantee (or at such other address for Grantee which is hereafter delivered by Grantee to said owner and to the Grantor at the address specified herein), unless Grantee delivers to said owner (at the address for said owner set forth in said Abandonment Notice), within sixty (60) days after delivery of the Abandonment Notice, written notice that the easement and facilities have not been abandoned. Any notices to be delivered hereunder will be served by certified mail, return receipt requested, postage prepaid and will be deemed delivered three (3) days after mailing as aforesaid at the notice addresses mentioned herein.

Statutory Land Use Disclaimer: 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.

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CLACKAMAS COUNTY DEVELOPMENT AGENCY,  
the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY,  
a corporate body politic under ORS Chapter 457

By: \_\_\_\_\_  
Jim Bernard, Chair

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_)

This instrument was signed and attested before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,

by Jim Bernard as Chair of the Clackamas County Development Agency.

\_\_\_\_\_  
Notary Public for State of Oregon  
My Commission Expires: \_\_\_\_\_

THE ABOVE EASEMENT IS ACCEPTED:

\_\_\_\_\_  
Todd Heidgerken, General Manager  
CLACKAMAS RIVER WATER

**NOTARY OF CLACKAMAS RIVER WATER:**

STATE OF OREGON            }  
  } S.S.  
COUNTY OF CLACKAMAS    }

This instrument was acknowledged before me on \_\_\_\_\_, 2018  
by Todd Heidgerken, General Manager of Clackamas River Water.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

Notary Public - State of Oregon

My commission expires: \_\_\_\_\_





AKS ENGINEERING & FORESTRY, LLC  
12965 SW Herman Road, Suite 100, Tualatin, OR 97062  
P: (503) 563-6151 F: (503) 563-6152

AKS Job #6050

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - KEIZER, OR - BEND, OR

Clackamas County Development Agency  
Clackamas County Tax Lot 22E15A01200  
November 30, 2017

## EXHIBIT A

### Permanent Non-Exclusive Waterline Easement

A tract of land located in the Northeast One-Quarter of Section 15, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Commencing at the northeast corner of said Section 15; thence along the north line of said Section 15, South 89°50'46" West 1859.01 feet to the centerline of SE 115th Avenue; thence along said centerline, South 00°01'11" West 566.27 feet to the northwesterly corner of Parcel VII of Document Number 2009-071163 and the Point of Beginning; thence along the northerly line of said Parcel VII, North 89°50'46" East 30.00 feet to the easterly right of way of SE 115th Avenue (30.00 feet from centerline); thence leaving said easterly right-of-way line along the southerly extension thereof, South 00°01'11" West 65.87 feet; thence North 89°58'49" West 30.03 feet to the westerly line of said Parcel VII; thence along said westerly line, North 00°04'46" East 30.13 feet to the northeasterly corner of Parcel VIII of said deed; thence continuing along said westerly line, North 00°01'11" East 35.65 feet to the Point of Beginning.

The Basis of Bearings is per Clackamas County Survey Number SN2015-128, Clackamas County Survey Records. The above described tract of land contains 1,975 square feet, more or less.

11/30/2017



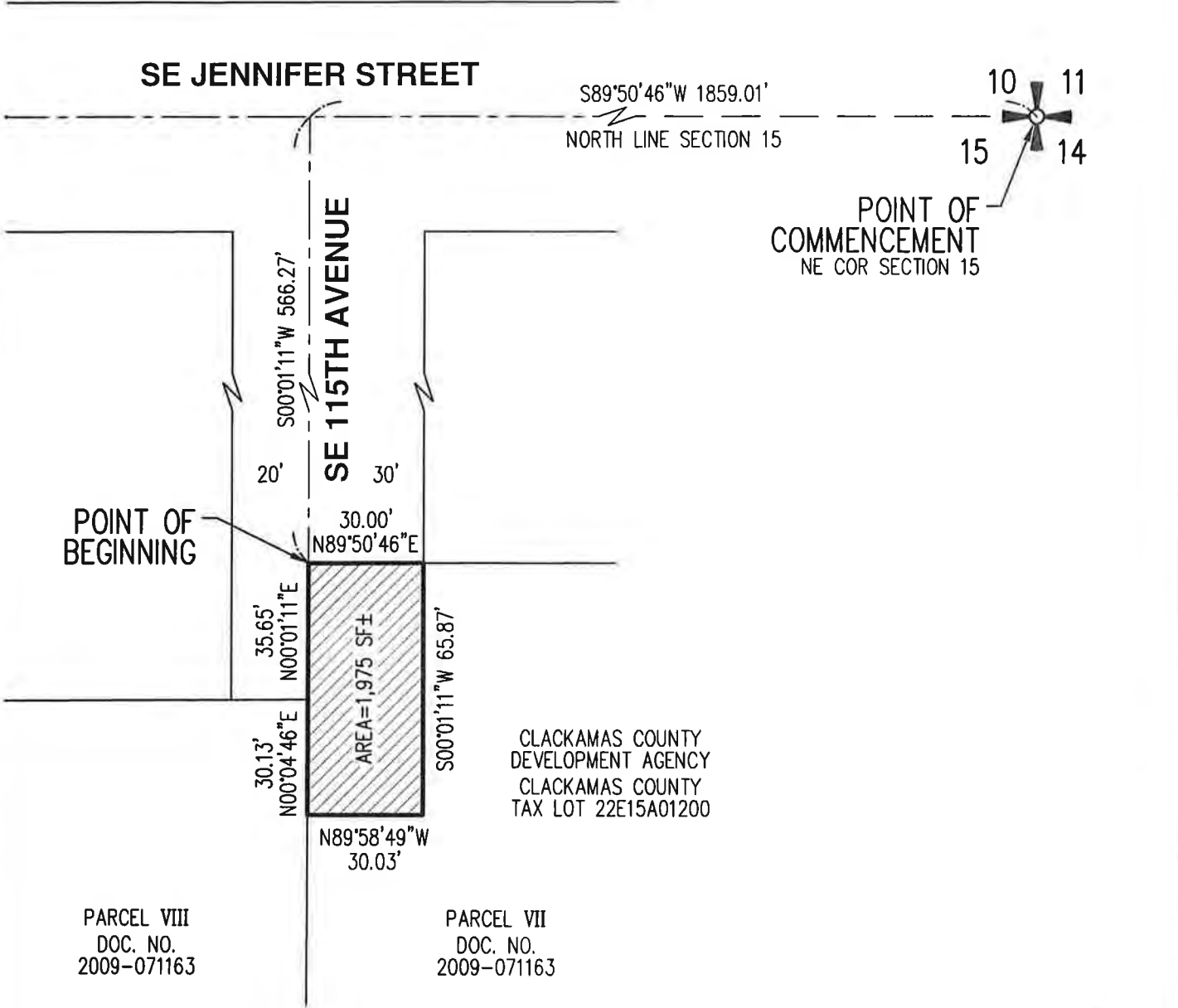
*Nick White*



RENEWS: 6/30/18

# EXHIBIT B

A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 15,  
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,  
CLACKAMAS COUNTY, OREGON



CLACKAMAS COUNTY  
DEVELOPMENT AGENCY  
CLACKAMAS COUNTY  
TAX LOT 22E15A01200

PARCEL VIII  
DOC. NO.  
2009-071163

PARCEL VII  
DOC. NO.  
2009-071163

11/30/2017

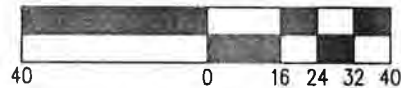
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Nick White*  
OREGON  
JANUARY 9, 2007  
NICK WHITE  
70652LS  
RENEWS: 6/30/18

## PREPARED FOR

CLACKAMAS COUNTY  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045

SCALE: 1" = 40 FEET



### PERMANENT NON-EXCLUSIVE WATERLINE EASEMENT

AKS ENGINEERING & FORESTRY, LLC  
12965 SW HERMAN RD, STE 100  
TUALATIN, OR 97062  
P: 503.563.6151 F: 503.563.6152 aks-eng.com



EXHIBIT  
**B**

DRWN: WCB  
CHKD: NSW  
AKS JOB:  
6050

Grantor's name and address: Clackamas County Development Agency   150 Beaver creek Rd. Oregon City, OR 97045	State of Oregon
Grantee's name and address: Clackamas River Water P.O. Box 2439 Oregon City, OR 97045	
After Recording Return to: Clackamas County Development Agency   150 Beaver creek Rd. Oregon City, OR 97045	
Until a change is requested, all taxes shall be sent to: No Change	Accepted by: _____ Acceptance Date: _____

**PERMANENT NON-EXCLUSIVE WATERLINE EASEMENT**  
(Corporate or Non Profit Grantor)

For value received, Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, Oregon, (Grantor), hereby grants and conveys to Clackamas River Water, a domestic water supply district and municipal corporation, (Grantee), a permanent non-exclusive easement for the construction, reconstruction, upgrade, replacement, repair, maintenance, and inspection of waterline facilities and related appurtenances, in, under, upon, and across Grantor's real property located in Clackamas County, State of Oregon.

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The Permanent Non-Exclusive Waterline Easement is more particularly described as follows: A strip of land described and depicted in Exhibits "A" and "B" attached hereto and by this reference made a part hereof (the Easement Area).

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Grantee shall be solely responsible for determining the location of all utilities in the Easement Area that may be affected by work performed in the Easement Area by or on behalf of Grantee. Grantee shall provide all required notification to the applicable utility companies and shall take all steps necessary to prevent damage to or disruption of all utilities and utility service and other equipment and systems in the Easement Area.

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Except as otherwise provided, the Easement Area shall be non-exclusive. Grantor shall have the right to grant easements to others to cross or use the Easement Area now or in the future, provided the construction and installation of such do not unreasonably interfere with the repair, maintenance or operation of Grantee's waterline facilities and related appurtenances. Grantee specifically acknowledges the Easement Area will also be used by Clackamas County Service District No. 1 (District) for the construction, operation, upgrade, replacement, repair, maintenance and inspection of sewerline facilities and related appurtenances that will serve Grantor's property. Grantee will coordinate their construction and location of their facilities in the Easement Area with District.

Subject to the limitations of the Oregon Tort Claims Act, the Oregon Constitution and all laws applicable to domestic water supply districts, Grantee covenants to and does hereby agree to indemnify, hold harmless and defend the Grantor and its successors and assigns, from and against all claims and all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of any person or persons, or any accident, personal injury, loss or damage whatsoever caused to any person or entity or to the property of any person or entity as shall occur on or about the Easement Area as the result of the Grantee's exercise of the rights granted in this Agreement, or Grantee's failure to perform the obligations set forth in this Agreement. There shall be excluded from the foregoing indemnification the damages, costs and expenses to the extent that such damages, costs and expenses are caused by the negligence of Grantor, its agents, employees, representatives, or their successors and assigns.

This Easement will terminate upon the earlier of (i) mutual agreement of the parties or (ii) abandonment by Grantee of the facilities located within the limits of the Easement for a period of at least one year. Termination under (ii) above will be deemed to have occurred automatically upon the sixtieth day after delivery of written notice of such abandonment and of the resulting termination of this Easement (the "Abandonment Notice") by the then owner of the Property to Grantee at the address set forth herein for Grantee (or at such other address for Grantee which is hereafter delivered by Grantee to said owner and to the Grantor at the address specified herein), unless Grantee delivers to said owner (at the address for said owner set forth in said Abandonment Notice), within sixty (60) days after delivery of the Abandonment Notice, written notice that the easement and facilities have not been abandoned. Any notices to be delivered hereunder will be served by certified mail, return receipt requested, postage prepaid and will be deemed delivered three (3) days after mailing as aforesaid at the notice addresses mentioned herein.

Statutory Land Use Disclaimer: 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.

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CLACKAMAS COUNTY DEVELOPMENT AGENCY,  
the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY,  
a corporate body politic under ORS Chapter 457

By: \_\_\_\_\_  
Jim Bernard, Chair

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_)

This instrument was signed and attested before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
  
by Jim Bernard as Chair of the Clackamas County Development Agency.

\_\_\_\_\_  
Notary Public for State of Oregon  
My Commission Expires: \_\_\_\_\_

THE ABOVE EASEMENT IS ACCEPTED:

\_\_\_\_\_  
Todd Heidgerken, General Manager  
CLACKAMAS RIVER WATER

NOTARY OF CLACKAMAS RIVER WATER:

STATE OF OREGON            }  
  } S.S.  
COUNTY OF CLACKAMAS    }

This instrument was acknowledged before me on \_\_\_\_\_, 2018  
by Todd Heidgerken, General Manager of Clackamas River Water.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

Notary Public - State of Oregon

My commission expires: \_\_\_\_\_



AKS ENGINEERING & FORESTRY, LLC  
12965 SW Herman Road, Suite 100, Tualatin, OR 97062  
P: (503) 563-6151 F: (503) 563-6152

AKS Job #6050

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - KEIZER, OR - BEND, OR

Clackamas County Development Agency  
Clackamas County Tax Lot 22E15A01500  
November 30, 2017

## EXHIBIT A

### Permanent Non-Exclusive Waterline Easement

A tract of land located in the Northeast One-Quarter of Section 15, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Commencing at the northeast corner of said Section 15; thence along the north line of said Section 15, South 89°50'46" West 1859.01 feet to the centerline of SE 115th Avenue; thence along said centerline, South 00°01'11" West 601.92 feet to the northeasterly corner of Parcel VIII of Document Number 2009-071163 and the Point of Beginning; thence along the easterly line of said Parcel VIII, South 00°04'46" West 30.13 feet; thence leaving said easterly line, North 89°58'49" West 27.47 feet; thence North 00°01'11" East 29.95 feet to the northerly line of said Parcel VIII; thence along said northerly line, North 89°39'32" East 27.50 feet to the Point of Beginning.

The Basis of Bearings is per Clackamas County Survey Number SN2015-128, Clackamas County Survey Records. The above described tract of land contains 826 square feet, more or less.

11/30/2017

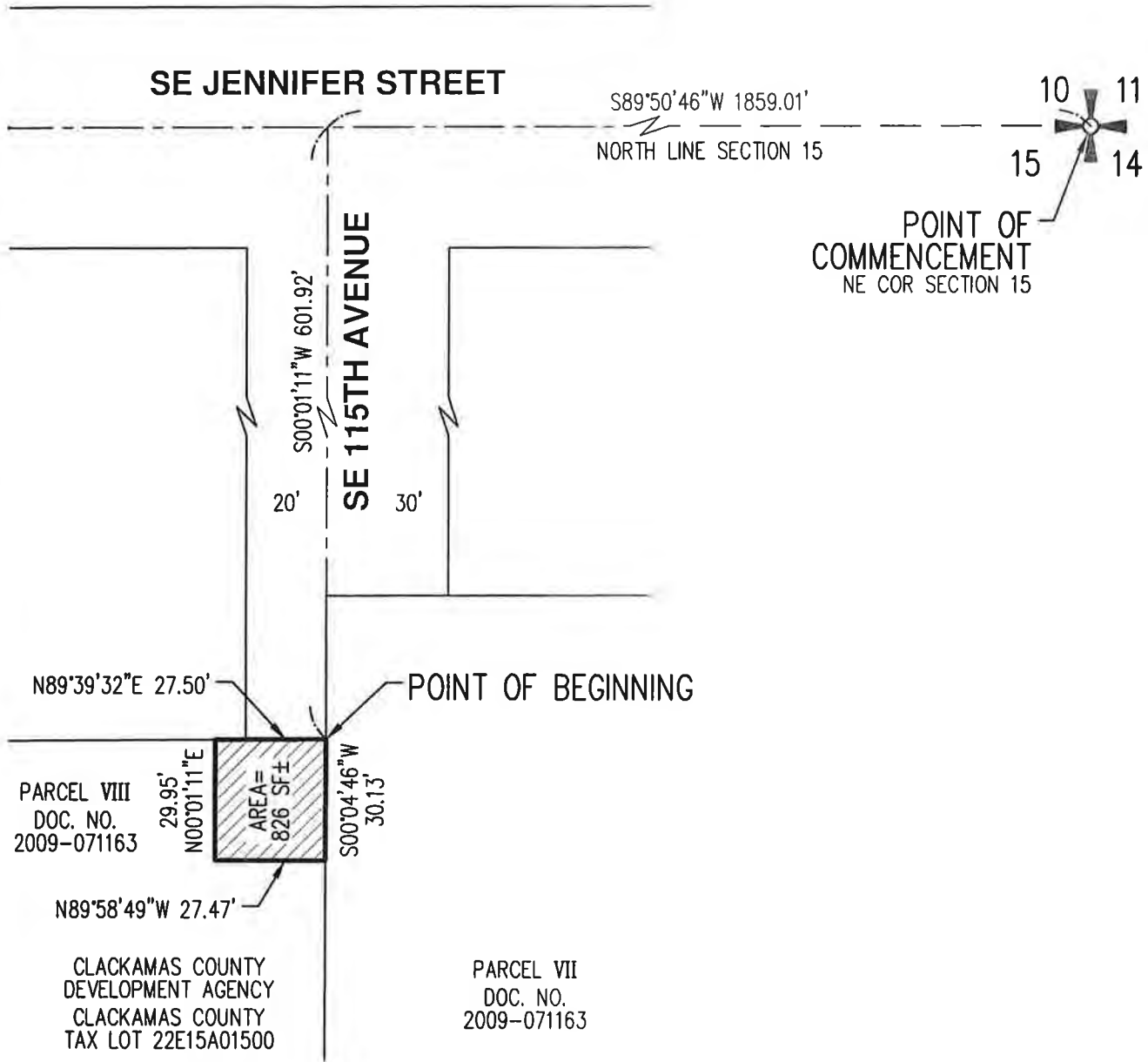
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 9, 2007  
NICK WHITE  
70652LS

RENEWS: 6/30/18

# EXHIBIT B

A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 15,  
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,  
CLACKAMAS COUNTY, OREGON



11/30/2017

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

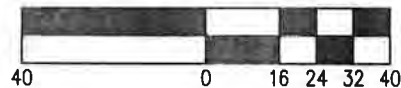
*Nick White*  
**OREGON  
JANUARY 9, 2007  
NICK WHITE  
70652LS**

RENEWS: 6/30/18

## PREPARED FOR

CLACKAMAS COUNTY  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045

SCALE: 1" = 40 FEET



### PERMANENT NON-EXCLUSIVE WATERLINE EASEMENT

AKS ENGINEERING & FORESTRY, LLC  
12965 SW HERMAN RD, STE 100  
TUALATIN, OR 97062  
P: 503.563.6151 F: 503.563.6152 aks-eng.com



EXHIBIT  
**B**

DRWN: WCB  
CHKD: NSW  
AKS JOB:  
6050





**DAN JOHNSON**  
MANAGER

**DEVELOPMENT AGENCY**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

February 8, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Two Non-Exclusive Sanitary Sewer Easements Provided to  
Clackamas County Service District No. 1**

<b>Purpose/Outcomes</b>	These easements provided to Clackamas County Service District No.1 (CCSD1) allow for sewer line extensions over Agency property for current and future redevelopment
<b>Dollar Amount and Fiscal Impact</b>	These easements are provided at no cost to CCSD1
<b>Funding Source</b>	Not applicable
<b>Safety Impact</b>	Extension of the sewer lines will provide adequate service to the properties in which the easements are located
<b>Duration</b>	The easement will be permanent unless terminated upon mutual agreement of the parties or one year after abandonment of the facilities by CCSD1
<b>Previous Board Action</b>	The Board of County Commissioners previously approved the contract for construction of the 115 <sup>th</sup> Avenue utility line extension project
<b>Contact Person</b>	David Queener, Program Supervisor, Clackamas County Development Agency – (503) 742-4322

**BACKGROUND**

The Development Agency recently completed construction of the SE 115<sup>th</sup> Avenue utility line extension project. This project installed new water and sewer lines from SE Jennifer Street to properties currently owned by the Agency at the end of 115<sup>th</sup>, a distance of approximately 630 feet.

In order to extend sewer lines onto the properties for future development, the Agency must provide permanent non-exclusive easements to CCSD1. The attached easements allow CCSD1 to access and maintain their sewer line as needed.

County Counsel has reviewed and approved these easements.

**RECOMMENDATION:**

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, move by consent to:

- Approve the easements provided to Clackamas County Service District No.1
- Record the easements in the Deed Records of Clackamas County at no cost to the Development Agency

Respectfully submitted,

David Queener  
Development Agency Program Supervisor

Grantor's name and address:		State of Oregon
Clackamas County Development Agency		
150 Beaver Creek Rd.		
Oregon City, OR 97045		
Grantee's name and address:		
Clackamas County Service District No. 1		
150 Beaver Creek Rd., Suite 430		
Oregon City, OR 97045		
After Recording Return to:		
Clackamas County Development Agency		
150 Beaver Creek Rd.		
Oregon City, OR 97045		
Until a change is requested,		
all taxes shall be sent to:		Accepted by: _____
No Change		Acceptance Date: _____

**PERMANENT NON-EXCLUSIVE SANITARY SEWER PIPELINE EASEMENT**

(Corporate or Non Profit Grantor)

For value received, Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, Oregon, (Grantor), hereby grants and conveys to Clackamas County Service District No. 1, (Grantee), a permanent non-exclusive easement to lay down, construct, reconstruct, replace, operate, inspect and perpetually maintain sanitary sewer pipelines and related facilities through, under, upon, and across Grantor's real property located in Clackamas County, State of Oregon.

Grantor's real property is more particularly described as follows: A parcel land located in the NE 1/4 of Section 15, T2S, R2E, WM, as more particularly described by that certain Statutory Warranty Deed recorded on October 9, 2009, as Document No. 2009-071163 in the Deed Records of Clackamas County, Oregon.

The Permanent Non-Exclusive Sanitary Sewer Pipeline Easement is more particularly described as follows: A strip of land described and depicted in Exhibits "A" and "B" attached hereto and by this reference made a part hereof (the Easement Area).

Grantee shall have the right to enter upon and utilize the Easement Area for the purposes described in this document. Grantee may remove trees, shrubs, brush, paving or other materials within the Easement Area whenever necessary to accomplish these purposes. Grantee shall be responsible to restore any property disturbed by its use of the Easement Area to its original condition upon completion of their work or use and shall be responsible for any damage caused by same.

Neither Grantor nor Grantor's successors in title shall construct or maintain any building or other structures upon the above described Easement Area which will unreasonably interfere with Grantee's exercise of this easement.

Grantee shall be solely responsible for determining the location of all utilities in the Easement Area that may be affected by work performed in the Easement Area by or on behalf of Grantee. Grantee shall provide all required notification to the applicable utility companies and shall take all steps necessary to prevent damage to or disruption of all utilities and utility service and other equipment and systems in the Easement Area.

Except as otherwise provided, the Easement Area shall be non-exclusive. Grantor shall have the right to grant easements to others to cross or use the Easement Area now or in the future, provided the construction and installation of such do not unreasonably interfere with the repair, maintenance or operation of Grantee's sanitary sewer pipeline facilities and related appurtenances. Grantee specifically acknowledges the Easement Area will also be used by Clackamas River Water (CRW) for the construction, operation, upgrade, replacement, repair, maintenance and inspection of waterline facilities and related appurtenances that will serve Grantor's property. Grantee will coordinate their construction and location of their facilities in the Easement Area with CRW.

Grantee covenants to and does hereby agree to indemnify, hold harmless and defend the Grantor and his successors and assigns, from and against all claims and all costs, expenses and liabilities incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of any person or persons, or any accident, personal injury, loss or damage whatsoever caused to any person or entity or to the property of any person or entity as shall occur on or about the Easement Area as the result of the Grantee's exercise of the rights granted in this Agreement, or Grantee's failure to perform the obligations set forth in this Agreement. There shall be excluded from the foregoing indemnification the damages, costs and expenses to the extent that such damages, costs and expenses are caused by the negligence of Grantor, his agents, employees, representatives, or their successors and assigns.

This Easement will terminate upon the earlier of (i) mutual agreement of the parties or (ii) abandonment by Grantee of the facilities located within the limits of the Easement for a period of at least one year. Termination under (ii) above will be deemed to have occurred automatically upon the sixtieth day after delivery of written notice of such abandonment and of the resulting termination of this Easement (the "Abandonment Notice") by the then owner of the Property to Grantee at the address set forth herein for Grantee (or at such other address for Grantee which is hereafter delivered by Grantee to said owner and to the Grantor at the address specified herein), unless Grantee delivers to said owner (at the address for said owner set forth in said Abandonment Notice), within sixty (60) days after delivery of the Abandonment Notice, written notice that the easement and facilities have not been abandoned. Any notices to be delivered hereunder will be served by certified mail, return receipt requested, postage prepaid and will be deemed delivered three (3) days after mailing as aforesaid at the notice addresses mentioned herein.

Statutory Land Use Disclaimer: 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.

**GRANTOR**

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CLACKAMAS COUNTY DEVELOPMENT AGENCY,  
the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY,  
a corporate body politic under ORS Chapter 457

By: \_\_\_\_\_  
Jim Bernard, Chair

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_)

This instrument was signed and attested before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
  
by Jim Bernard as Chair of the Clackamas County Development Agency.

\_\_\_\_\_  
Notary Public for State of Oregon  
My Commission Expires: \_\_\_\_\_

**GRANTEE**

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

By: \_\_\_\_\_  
Director

Name: \_\_\_\_\_

STATE OF OREGON )  
  )ss.  
County of Clackamas )

This instrument was acknowledged before me on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2018 by \_\_\_\_\_ on behalf of  
Clackamas County Service District No. 1.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_



AKS ENGINEERING & FORESTRY, LLC  
12965 SW Herman Road, Suite 100, Tualatin, OR 97062  
P: (503) 563-6151 F: (503) 563-6152

AKS Job #6050

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - KEIZER, OR - BEND, OR

Clackamas County Development Agency  
Clackamas County Tax Lot 22E15A01200  
November 30, 2017

## EXHIBIT A

### Permanent Non-Exclusive Sanitary Sewer Line Easement

A tract of land located in the Northeast One-Quarter of Section 15, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Commencing at the northeast corner of said Section 15; thence along the north line of said Section 15, South 89°50'46" West 1859.01 feet to the centerline of SE 115th Avenue; thence along said centerline, South 00°01'11" West 566.27 feet to the northwesterly corner of Parcel VII of Document Number 2009-071163 and the Point of Beginning; thence along the northerly line of said Parcel VII, North 89°50'46" East 30.00 feet to the easterly right of way of SE 115th Avenue (30.00 feet from centerline); thence leaving said easterly right-of-way line along the southerly extension thereof, South 00°01'11" West 65.87 feet; thence North 89°58'49" West 30.03 feet to the westerly line of said Parcel VII; thence along said westerly line, North 00°04'46" East 30.13 feet to the northeasterly corner of Parcel VIII of said deed; thence continuing along said westerly line, North 00°01'11" East 35.65 feet to the Point of Beginning.

The Basis of Bearings is per Clackamas County Survey Number SN2015-128, Clackamas County Survey Records. The above described tract of land contains 1,975 square feet, more or less.

11/30/2017

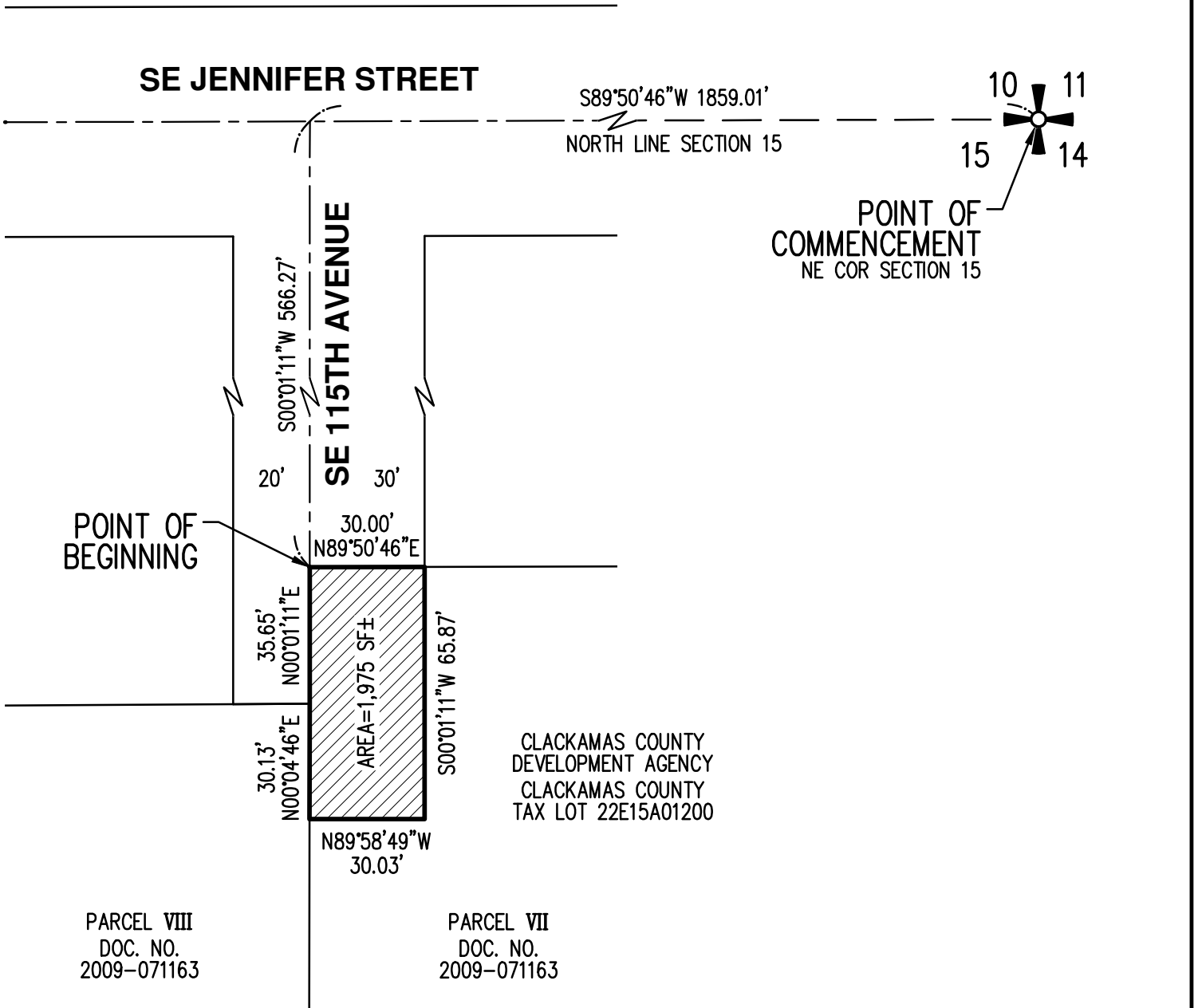
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 9, 2007  
NICK WHITE  
70652LS

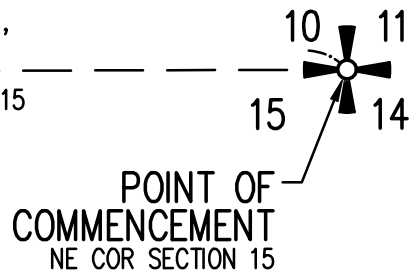
RENEWS: 6/30/18

# EXHIBIT B

A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 15,  
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,  
CLACKAMAS COUNTY, OREGON



POINT OF BEGINNING



PARCEL VIII  
DOC. NO.  
2009-071163

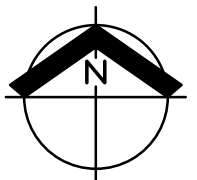
PARCEL VII  
DOC. NO.  
2009-071163

CLACKAMAS COUNTY  
DEVELOPMENT AGENCY  
CLACKAMAS COUNTY  
TAX LOT 22E15A01200

**PREPARED FOR**  
CLACKAMAS COUNTY  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045

11/30/2017

SCALE: 1" = 40 FEET



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Nick White*  
OREGON  
JANUARY 9, 2007  
NICK WHITE  
70652LS  
RENEWS: 6/30/18

<b>PERMANENT NON-EXCLUSIVE SANITARY SEWER LINE EASEMENT</b>		<b>EXHIBIT B</b>
AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 P: 503.563.6151 F: 503.563.6152 aks-eng.com		DRWN: WCB CHKD: NSW AKS JOB: 6050





Grantor's name and address:		State of Oregon
Clackamas County Development Agency		
150 Beavercreek Rd.		
Oregon City, OR 97045		
Grantee's name and address:		
Clackamas County Service District No. 1		
150 Beavercreek Rd., Suite 430		
Oregon City, OR 97045		
After Recording Return to:		
Clackamas County Development Agency		
150 Beavercreek Rd.		
Oregon City, OR 97045		
Until a change is requested,		
all taxes shall be sent to:		Accepted by: _____
No Change		Acceptance Date: _____

**PERMANENT NON-EXCLUSIVE SANITARY SEWER PIPELINE EASEMENT**

(Corporate or Non Profit Grantor)

For value received, Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, Oregon, (Grantor), hereby grants and conveys to Clackamas County Service District No. 1, (Grantee), a permanent non-exclusive easement to lay down, construct, reconstruct, replace, operate, inspect and perpetually maintain sanitary sewer pipelines and related facilities through, under, upon, and across Grantor's real property located in Clackamas County, State of Oregon.

Grantor's real property is more particularly described as follows: A parcel land located in the NE 1/4 of Section 15, T2S, R2E, WM, as more particularly described by that certain Statutory Warranty Deed recorded on October 9, 2009, as Document No. 2009-071163 in the Deed Records of Clackamas County, Oregon.

The Permanent Non-Exclusive Sanitary Sewer Pipeline Easement is more particularly described as follows: A strip of land described and depicted in Exhibits "A" and "B" attached hereto and by this reference made a part hereof (the Easement Area).

Grantee shall have the right to enter upon and utilize the Easement Area for the purposes described in this document. Grantee may remove trees, shrubs, brush, paving or other materials within the Easement Area whenever necessary to accomplish these purposes. Grantee shall be responsible to restore any property disturbed by its use of the Easement Area to its original condition upon completion of their work or use and shall be responsible for any damage caused by same.

Neither Grantor nor Grantor's successors in title shall construct or maintain any building or other structures upon the above described Easement Area which will unreasonably interfere with Grantee's exercise of this easement.

Grantee shall be solely responsible for determining the location of all utilities in the Easement Area that may be affected by work performed in the Easement Area by or on behalf of Grantee. Grantee shall provide all required notification to the applicable utility companies and shall take all steps necessary to prevent damage to or disruption of all utilities and utility service and other equipment and systems in the Easement Area.

Except as otherwise provided, the Easement Area shall be non-exclusive. Grantor shall have the right to grant easements to others to cross or use the Easement Area now or in the future, provided the construction and installation of such do not unreasonably interfere with the repair, maintenance or operation of Grantee's sanitary sewer pipeline facilities and related appurtenances. Grantee specifically acknowledges the Easement Area will also be used by Clackamas River Water (CRW) for the construction, operation, upgrade, replacement, repair, maintenance and inspection of waterline facilities and related appurtenances that will serve Grantor's property. Grantee will coordinate their construction and location of their facilities in the Easement Area with CRW.

Grantee covenants to and does hereby agree to indemnify, hold harmless and defend the Grantor and his successors and assigns, from and against all claims and all costs, expenses and liabilities incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of any person or persons, or any accident, personal injury, loss or damage whatsoever caused to any person or entity or to the property of any person or entity as shall occur on or about the Easement Area as the result of the Grantee's exercise of the rights granted in this Agreement, or Grantee's failure to perform the obligations set forth in this Agreement. There shall be excluded from the foregoing indemnification the damages, costs and expenses to the extent that such damages, costs and expenses are caused by the negligence of Grantor, his agents, employees, representatives, or their successors and assigns.

This Easement will terminate upon the earlier of (i) mutual agreement of the parties or (ii) abandonment by Grantee of the facilities located within the limits of the Easement for a period of at least one year. Termination under (ii) above will be deemed to have occurred automatically upon the sixtieth day after delivery of written notice of such abandonment and of the resulting termination of this Easement (the "Abandonment Notice") by the then owner of the Property to Grantee at the address set forth herein for Grantee (or at such other address for Grantee which is hereafter delivered by Grantee to said owner and to the Grantor at the address specified herein), unless Grantee delivers to said owner (at the address for said owner set forth in said Abandonment Notice), within sixty (60) days after delivery of the Abandonment Notice, written notice that the easement and facilities have not been abandoned. Any notices to be delivered hereunder will be served by certified mail, return receipt requested, postage prepaid and will be deemed delivered three (3) days after mailing as aforesaid at the notice addresses mentioned herein.

Statutory Land Use Disclaimer: 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.

**GRANTOR**

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CLACKAMAS COUNTY DEVELOPMENT AGENCY,  
the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY,  
a corporate body politic under ORS Chapter 457

By: \_\_\_\_\_  
Jim Bernard, Chair

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_)

This instrument was signed and attested before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
  
by Jim Bernard as Chair of the Clackamas County Development Agency.

\_\_\_\_\_  
Notary Public for State of Oregon  
My Commission Expires: \_\_\_\_\_





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AKS Job #6050

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - KEIZER, OR - BEND, OR

Clackamas County Development Agency  
Clackamas County Tax Lot 22E15A01500  
November 30, 2017

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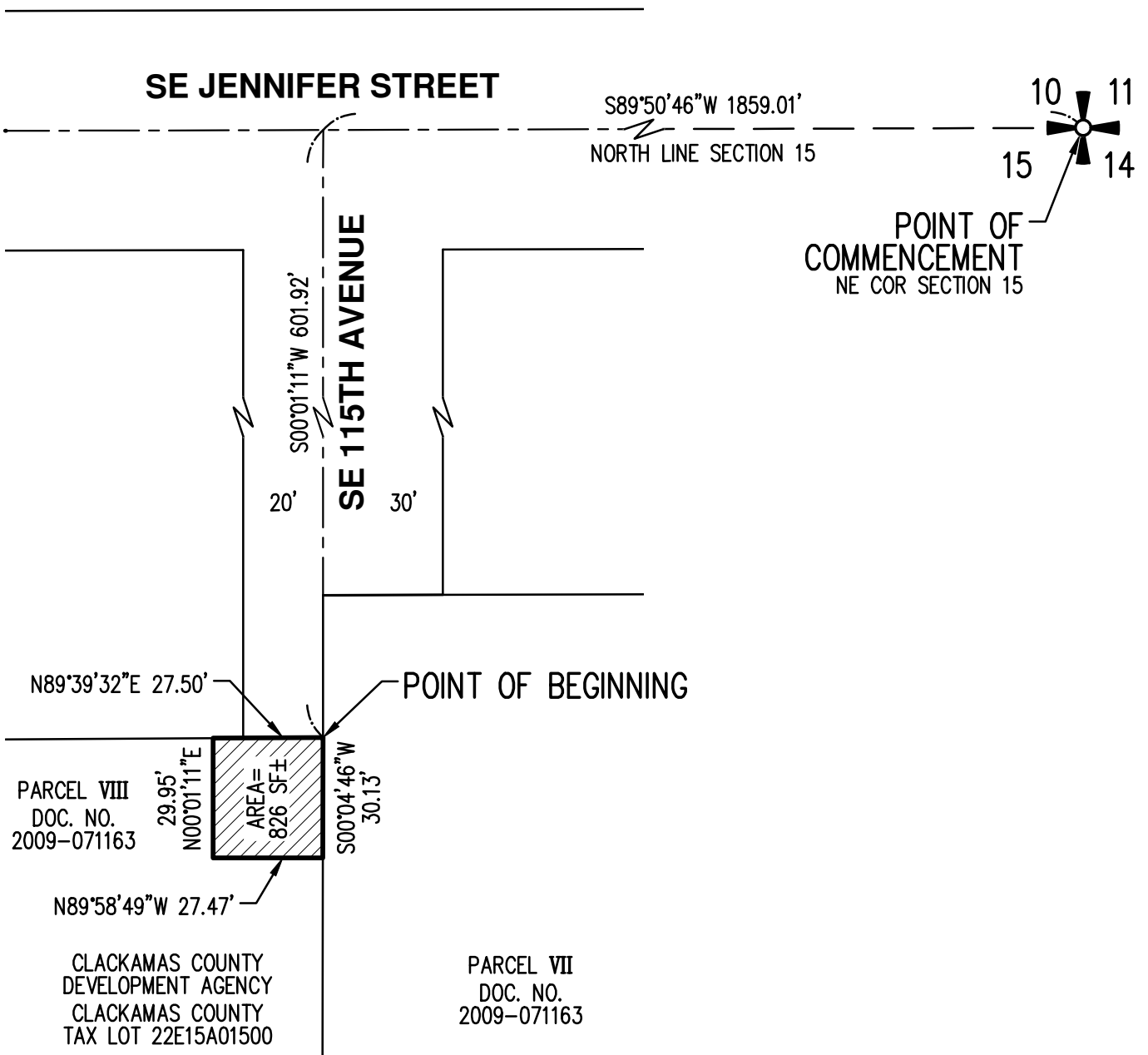
The Basis of Bearings is per Clackamas County Survey Number SN2015-128, Clackamas County Survey Records. The above described tract of land contains 826 square feet, more or less.

11/30/2017



# EXHIBIT B

A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 15,  
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,  
CLACKAMAS COUNTY, OREGON

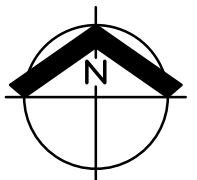


11/30/2017

## PREPARED FOR

CLACKAMAS COUNTY  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045

SCALE: 1" = 40 FEET



**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Nick White*  
**OREGON  
JANUARY 9, 2007  
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