



Commissioners encourage public to attend public meeting digitally.

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

AGENDA

*Revised

Added Addendum No. 4 to COVID-19 Update

Thursday, July 23, 2020 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2020-60

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****COVID-19 Update**

1. *Approval of an Addendum No 4 to Resolution No. 2020-14 Declaring a Local State of Emergency Regarding the COVID-19 (Stephen Madkour, County Counsel)

I. HOUSING AUTHORITY BOARD DISCUSSION ITEMS

1. Approval of Three Project Proposals Recommended by Housing Authority of Clackamas County Staff and Submitted in Response to the 2020 Notice of Funding Availability for Metro Affordable Housing Bond Funding & Authorization to Forward to Metro for Concept Endorsement (Jill Smith, Director)
2. Approval of Omnibus Resolution No 1948 Authorizing the Execution, Acknowledgement and Delivery of Documents for the Webster Road Redevelopment Project (Jill Smith, Director)

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

A. Health, Housing & Human Services

1. Approval of Amendment No. 4 to Intergovernmental Subrecipient Agreement with Friends of the Estacada Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
2. Approval of Amendment No. 4 to Intergovernmental Subrecipient Agreement with Foothills Community Church/Molalla Adult Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
3. Approval of a Subrecipient Agreement Amendment No. 1 with Legal Aid Services of Oregon to Provide Housing Rights and Referral and Legal Assistance for Clackamas County Residents – *Social Services*
4. Approval of Amendment No. 4 to Intergovernmental Subrecipient Agreement with City of Sandy – Senior & Community Center to Provide Social Services for Clackamas County Residents – *Social Services*

5. Approval of a Subrecipient Grant Amendment No. 2 with Community Living Above to Provide Youth Marijuana and Substance Abuse Prevention Efforts in West Linn/Wilsonville – *CFCC*

B. Department of Transportation & Development

1. Approval to Apply for a Transportation Growth Management (TGM) Grant to Update the Pedestrian and Bicycle Master Plans
2. Approval of Avolve Software Corp. Software as a Service Agreement and Procurement of Software Services from SHI International Corp - *Procurement*

C. Finance Department

1. Approval of the Grant Agreement No. 1003 with the State of Oregon Department of Administrative Service for Coronavirus Relief Fund

D. Elected Officials

1. Request by the Clackamas County Sheriff's Office to Accept a Grant from the United States Department of Justice, Bureau of Justice Assistance for Reimbursement Related to Clackamas County COVID-19 Response - *CCSO*

E. Technology Services

1. Approval of Purchase of Annual Technical Support Services from Oracle America, Inc. for Peoplesoft Software - *Procurement*

III. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of an Intergovernmental Agreement between North Clackamas Parks and Recreation District and Clackamas Community College for Community Based Instructional Programs
2. Approval of Intergovernmental Agreement between North Clackamas Parks and Recreation District and Clackamas Community College for Educational & Enrichment Services

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

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

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

In the Matter of Declaring a Local
State of Emergency and Declaring
Emergency Measures



ADDENDUM No. 4 to
RESOLUTION No. 2020 - 14

Page 1 of 2

1. By way of Board Order 2020-09, Clackamas County formally declared a state of emergency for Clackamas County, effective on the 2nd day of March 2020, at 10:25 a.m., for the entire County. That declaration of emergency was continued by way of Resolution No 2020-14.
2. A First Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on March 24, 2020 where the Board found that the conditions giving rise to the declaration of emergency remained in existence and it was necessary to extend the duration of the declaration of emergency until June 30, 2020.
3. A Second Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on April 9, 2020, where the Board imposed additional emergency measures.
4. A Third Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on June 11, 2020, where the Board extended the declaration of emergency to July 31, 2020.
5. By way of this Fourth Addendum, the Board of County Commissioners finds that the conditions giving rise to the declaration of emergency remain in existence and it is therefore necessary to extend the duration of the declaration of emergency until September 12, 2020 and to impose additional emergency measures.

IT IS FURTHER ORDERED BY WAY OF THIS FOURTH ADDENDUM that:

Any individual or entity that violates any provision of any emergency measures is subject to a \$500 fine for each offense.

All previously declared emergency measures (see attached) shall remain in effect for the duration of the declaration of emergency with the following additional terms and measures:

WHEREAS,

COVID-19 is an emerging disease and requires a great deal of resources at the local level for response in order the keep the public informed and as safe as possible. Funding and other resources are necessary to conduct contact tracing, disease investigation, and provide support to small businesses, schools, social supports for residents that are having COVID impacts, long-term care facilities, and other governmental and community needs.

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

In the Matter of Declaring a Local
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Emergency Measures



ADDENDUM No. 4 to
RESOLUTION No. 2020 - 14
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And the following additional emergency measures are required:

13. Authorize all County and special district functions, hearings, and public meetings to be conducted using telephonic or video conferencing technology or through other electronic or virtual means.

14. For commercial, industrial and institutional uses, the Board of County Commissioners may agree to waive provisions of the Zoning and Development Ordinance to authorize temporary uses or temporary modifications to existing developments to facilitate social distancing and other requirements of the Governor's COVID-19 related executive orders.

DATED this 30th day of July 2020.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

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

In the Matter of Declaring a Local
State of Emergency and Declaring
Emergency Measures

} ADDENDUM No. 3 to
RESOLUTION No. 2020 - 14
Page 1 of 1

1. By way of Board Order 2020-09, Clackamas County formally declared a state of emergency for Clackamas County, effective on the 2nd day of March 2020, at 10:25 a.m., for the entire County. That declaration of emergency was continued by way of Resolution No 2020-14.
2. A First Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on March 24, 2020 where the Board found that the conditions giving rise to the declaration of emergency remained in existence and it was necessary to extend the duration of the declaration of emergency until June 30, 2020.
3. A Second Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on April 9, 2020, where the Board imposed additional emergency measures.
4. By way of this Third Addendum, the Board of County Commissioners finds that the conditions giving rise to the declaration of emergency remain in existence and it is therefore necessary to extend the duration of the declaration of emergency until July 31, 2020.

IT IS FURTHER ORDERED BY WAY OF THIS THIRD ADDENDUM that:

Any individual or entity that violates any provision of any emergency measures is subject to a \$500 fine for each offense.

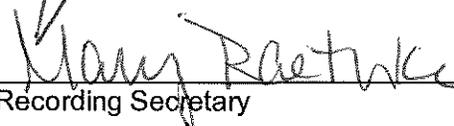
All previously declared emergency measures (see attached) shall remain in effect for the duration of the declaration of emergency

DATED this 11th day of June 2020.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS



Chair



Recording Secretary

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

In the Matter of Declaring a Local
State of Emergency and Declaring
Emergency Measures



ADDENDUM No. 2 to
RESOLUTION No. 2020-14
Page 1 of 2

1. By way of Board Order 2020-09, Clackamas County formally declared a state of emergency for Clackamas County, effective on the 2nd day of March 2020, at 10:25 a.m., for the entire County. That declaration of emergency was continued by way of Resolution No 2020-14. A First Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on March 24, 2020.

The conditions giving rise to the declaration of emergency remain in existence and it is necessary to extend the duration of the declaration of emergency until June 30, 2020.

2. Upon this declaration of a state of emergency the Chair is empowered to order and enforce the additional emergency measures, to assume centralized control of and have authority over all departments and offices of the County. Approval from a majority of the Board of County Commissioners must be sought and obtained at the first available opportunity, or else the Chair's order will become invalid if such approval is not granted.

3. If circumstances prohibit the timely action of the Board of County Commissioners, the Code specifically delegates authority to declare a state of emergency to the County Chair, Vice-Chair (if Chair is unavailable), Remaining Board Member(s) (if Vice-Chair is unavailable) and County Administrator or designee (if Remaining Board Member(s) is unavailable).

4. Incident Command shall take all necessary steps authorized by law to coordinate response and recovery from this emergency, including, but not limited to, requesting assistance from the State of Oregon.

IT HAS BEEN ORDERED that:

The following measures are found to be immediately necessary for the protection of life and/or property and were implemented by the Board of County Commissioners in Addendum No. 1:

1. A temporary moratorium on residential and commercial evictions for nonpayment of rent based on tenant's inability to pay rent due to loss of income attributed to COVID-19;
2. To commandeer or utilize private property as deemed necessary to respond to the emergency;
3. No place of lodging can discriminate against any customer seeking shelter who is in possession of a valid voucher whose payment is subsidized either by the County or a County contractor; and
4. Price gouging prohibited; the value of goods and services sold within Clackamas County may not exceed the prices ordinarily charged for comparable goods and services in the same market area at, or immediately before, the time of the declared emergency.

IT IS FURTHER ORDERED BY WAY OF THIS SECOND ADDENDUM that:

5. Notwithstanding any other provision of law, the Sheriff may release any adult in custody who is being held on a Misdemeanor or Class C Felony, as the Sheriff deems necessary to ensure the safety of staff or adults in custody;
6. Allow the Sheriff to revise the Clackamas County Jail's capacity management plan number under ORS 169.044 to allow for more "forced releases" to accommodate the new capacity as the jail's inmate population continues to dwindle and is revised;

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

In the Matter of Declaring a Local
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ADDENDUM No. 2 to
RESOLUTION No. 2020-14
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7. Pursuant to ORS 459.085, Chapter 10.03 of the Clackamas County Code, the County's Solid Waste Administrative Rules (II.1 & II.1.e), and the Board of County Commissioners' emergency authority, the Board directs Clackamas County's franchised garbage and recycling collectors serving both residential and commercial customers in unincorporated Clackamas County to (1) maintain collection service for any customer who fails to pay collection fees during the period covered by the emergency, and (2) suspend new or additional late fees for non-payment;
8. The Clackamas County Compliance Hearings Officer is hereby granted the jurisdiction and authority to enforce potential violations of any emergency measure declared by the Board of County Commissioners. For potential violations processed pursuant to this authority, the County may issue a citation directly in response to the alleged violation without the requirement to prepare a statement of facts. Compliance hearings may be scheduled as expeditiously as possible, but in no event shall a respondent be provided less than 48 hours' notice in advance of such hearing;
9. Locations used to house individuals placed for the provision of medical services including observation, isolation, quarantine, or recovery shall not be subject to the provision of ORS Chapter 90 and those individuals placed shall be considered guests or temporary occupants;
10. Any place of lodging located within Clackamas County that accepts customers seeking shelter who are in possession of a valid voucher whose payment is subsidized either by the County or a County contractor shall be deemed to be providing shelter under a temporary occupancy agreements under ORS 90.275 that would expire upon the lifting of the Declaration of Emergency;
11. The County Administrator and his designees are delegated specific authority to implement and enforce any emergency measures declared by the Board of County Commissioners; and
12. After the Board of County Commissioners declared this emergency, the Governor issued Executive Orders Numbered 20-11 and 20-13, which placed temporary moratoriums on residential and non-residential evictions due to nonpayment of rent. Recognizing that the Governor's Orders supersede this Board's emergency measure 1 set forth above, this Board repeals in its entirety emergency measure 1, which states "A temporary moratorium on residential and commercial evictions for nonpayment of rent based on tenant's inability to pay rent due to loss of income attributed to COVID-19."

Any individual or entity that violates any provision of any emergency measures is subject to a \$500 fine for each offense.

These additional measures shall remain in effect for the duration of the declaration of emergency

DATED this 9th day of April 2020.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS



Chair


Recording Secretary

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

In the Matter of Declaring a Local
State of Emergency and Declaring
Emergency Measures

} ADDENDUM No.1 to
RESOLUTION No. 2020 - 14
Page 1 of 2

1. By way of Board Order 2020-09, Clackamas County formally declared a state of emergency for Clackamas County, effective on the 2nd day of March 2020, at 10:25 a.m., for the entire County. That declaration of emergency was continued by way of Resolution No 2020-14. The conditions giving rise to the declaration of emergency remain in existence and it is necessary to extend the duration of the declaration of emergency until June 30, 2020.
2. Upon this declaration of a state of emergency the Chair is empowered to order and enforce the additional emergency measures, to assume centralized control of and have authority over all departments and offices of the County. Approval from a majority of the Board of County Commissioners must be sought and obtained at the first available opportunity, or else the Chair's order will become invalid if such approval is not granted.
3. If circumstances prohibit the timely action of the Board of County Commissioners, the Code specifically delegates authority to declare a state of emergency to the County Chair, Vice-Chair (if Chair is unavailable), Remaining Board Member(s) (if Vice-Chair is unavailable) and County Administrator or designee (if Remaining Board Member(s) is unavailable).
4. Incident Command shall take all necessary steps authorized by law to coordinate response and recovery from this emergency, including, but not limited to, requesting assistance from the State of Oregon.

IT IS FURTHER ORDERED that:

The following other measures are found to be immediately necessary for the protection of life and/or property:

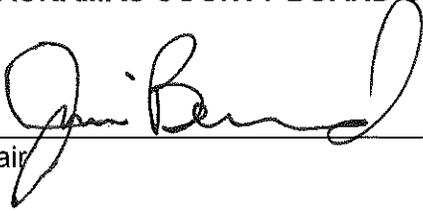
1. A temporary moratorium on residential and commercial evictions for nonpayment of rent based on tenant's inability to pay rent due to loss of income attributed to COVID-19;
2. To commandeer or utilize private property as deemed necessary to respond to the emergency;
3. No place of lodging can discriminate against any customer seeking shelter who is in possession of a valid voucher whose payment is subsidized either by the County or a County contractor; and
4. Price gouging prohibited; the value of goods and services sold within Clackamas County may not exceed the prices ordinarily charged for comparable goods and services in the same market area at, or immediately before, the time of the declared emergency.

Any individual or entity that violates any provision of any emergency measures is subject to a \$500 fine for each offense.

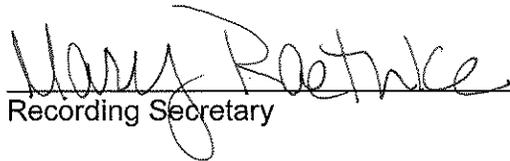
These additional measures shall remain in effect for the duration of the declaration of emergency

DATED this 24th day of March 2020.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS



Chair



Recording Secretary

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

In the Matter of Declaring a Local
State of Emergency and Declaring
Emergency Measures

Resolution No. 2020-14
Page 1 of 3

WHEREAS, ORS 401.305 provides authority for Clackamas County to act as an emergency management agency, including authority to establish policies and protocols for defining and directing responsibilities during time of emergency; and

WHEREAS, Clackamas County has enacted a local ordinance (County Code Chapter 6.03) pursuant to the authority granted by ORS Chapter 401, which provides for executive responsibility in times of emergency is placed with the Board of County Commissioners. If circumstances prohibit the timely action of the Board of County Commissioners, the Code specifically delegates authority to declare a state of emergency to the County Chair, Vice-Chair (if Chair is unavailable), Remaining Board Member(s) (if Vice-Chair is unavailable) and County Administrator or designee (if Remaining Board Member(s) is unavailable); and

WHEREAS, the following conditions have resulted in the need for a state of emergency:

Oregon announced its first presumptive case of Coronavirus (COVID-19) on February 28, 2020. The individual resides in Washington County and is employed at a school district in Clackamas County. As reported on March 10, 2020, there are now fourteen cases in Oregon and Clackamas County has impacts regarding some of those cases. The Oregon numbers are expected to continue to rise moving forward through the event.

WHEREAS, the following damage to life and property can be expected from the above conditions:

COVID-19 is an emerging disease and requires a great deal of resources at the local level for response in order to keep the public informed and safe as possible. Resources related to contact tracing, disease investigation, community information and funding are expected to be exhausted.

WHEREAS, the entire County is in a state of emergency.

WHEREAS, this declaration is in support of the COVID-19 public health response, this is not a public health emergency and the residents of Clackamas County are encouraged to follow standard hygiene protocols and stay at home when ill, otherwise go on with daily life; and

WHEREAS, County Code Chapter 6.03 and ORS 401.309 authorizes certain actions to be taken during a state of emergency when necessary for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency; and

WHEREAS, ORS 401.055 provides that upon request of Clackamas County, the Governor may declare a state of emergency by proclamation; and

WHEREAS, a preliminary assessment of property damage or loss, injuries or death is set forth hereinabove; and

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

In the Matter of Declaring a Local
State of Emergency and Declaring
Emergency Measures



Resolution No. 2020-14
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WHEREAS, all local resources have, or will likely be, expended, and there is need of the following additional resources from the State:

Assistance regarding consistent messages to the public, disease investigation, and scarce resources, such as N95 masks, gowns, and other personal protective equipment (PPE).

NOW, THEREFORE, IT IS HEREBY ORDERED that

1. By way of Board Order 2020-09, Clackamas County formally declared a state of emergency for Clackamas County, effective on the 2nd day of March 2020, at 10:25 a.m., for the area described above. That declaration of emergency was scheduled to expire on March 16, 2020. The conditions giving rise to the declaration of emergency remain in existence and it is necessary to extend the duration of the declaration of emergency until June 30, 2020.
2. Upon this declaration of a state of emergency the Chair is empowered to assume centralized control of and have authority over all departments and offices of the County, and further the County Department of Emergency Management is empowered to carry out the appropriate functions and duties identified in County Code Chapter 6.03 during times of emergency and shall implement the Clackamas County Emergency Operations Plan.
3. Incident Command shall take all necessary steps authorized by law to coordinate response and recovery from this emergency, including, but not limited to, requesting assistance from the State of Oregon. If this declaration is not ordered by a majority of the Clackamas County Board of Commissioners, it shall be taken before the Board at its next available meeting for ratification.
4. Emergency procurements of goods or services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), ORS 279C.380(4), and Local Contract Review Board Rules C-047-0280 and C-049-0150.

IT IS FURTHER ORDERED that:

5. Whenever a state of emergency has been declared to exist within unincorporated Clackamas County, or on the request of a municipality's governing body, the Board of County Commissioners is empowered to order and enforce the measures listed herein below. However, if circumstances prohibit the timely action of the Board of County Commissioners, the Chair of the Board may order emergency measures, provided that approval from a majority of the Board of County Commissioners is sought and obtained at the first available opportunity, or else the Chair's order will become invalid if such approval is not granted.

The following measures are necessary, or may become necessary as determined by Incident Command, for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency (indicate selected measures):

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

In the Matter of Declaring a Local
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Emergency Measures

Resolution No. 2020-14
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 A. Establish a curfew for the area designated as an emergency area which fixes the hours during which all persons other than officially authorized personnel may be upon the public streets or other public places;

 X B. Prohibit or limit the number of persons who may gather or congregate upon any public street, public place, or any outdoor place within the area designated as an emergency area;

 C. Barricade streets and roads, as well as access points onto streets and roads. In addition, prohibit vehicular or pedestrian traffic, or restrict or regulate the same in any reasonable manner in the area designated as an emergency area for such distance or degree of regulation as may be deemed necessary under the circumstances.

 D. Evacuate persons from the area designated as an emergency area;

 E. Close taverns or bars and prohibit the sale of alcoholic beverage throughout Clackamas County or a portion thereof;

 X F. Commit to mutual aid agreements;

 X G. Redirect funds for emergency use;

 X H. Order such other measures as are found to be immediately necessary for the protection of life and/or property.

6. Emergency measures invoked under 5(H), or that are not selected in section 5 above, may be recommended and implemented by Incident Command, provided however, that such measures shall first be taken before the Clackamas County Board of Commissioners for at its next available meeting.

7. The declaration of emergency issued on March 2, 2020, by Board Order 2020-09 is extended by this Board Order and shall now expire on June 30, 2020.

DATED this 12TH day of March, 2020.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS



Chair



Recording Secretary

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

In the Matter of Declaring a Local
State of Emergency and Declaring
Emergency Measures



ORDER No. 2020-09

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WHEREAS, ORS 401.305 provides authority for Clackamas County to act as an emergency management agency, including authority to establish policies and protocols for defining and directing responsibilities during time of emergency; and

WHEREAS, Clackamas County has enacted a local ordinance (County Code Chapter 6.03) pursuant to the authority granted by ORS Chapter 401, that provides for executive responsibility in times of emergency and specifically delegates authority to declare a state of emergency to the County Chair, Vice-Chair (if Chair is unavailable), Remaining Board Member(s) (if Vice-Chair is unavailable) and County Administrator or designee (if Remaining Board Member(s) is unavailable); and

WHEREAS, the following conditions have resulted in the need for a state of emergency:

Oregon announced its first presumptive case of Coronavirus (COVID-19) on February 28, 2020. The individual resides in Washington County and is employed at a school district in Clackamas County.

WHEREAS, the following damage to life and property can be expected from the above conditions:

COVID-19 is an emerging disease and requires a great deal of resources at the local level for response in order to keep the public informed and safe as a possible. Resources related to contact tracing, disease investigation, community information and funding are expected to be exhausted.

WHEREAS, the entire County is in a state of emergency.

WHEREAS, this declaration is in support of the COVID-19 public health response, this is not a public health emergency and the residents of Clackamas County are encouraged to follow standard hygiene protocols and stay at home when ill, otherwise go on with daily life; and

WHEREAS, County Code Chapter 6.03 and ORS 401.309 authorizes certain actions to be taken during a state of emergency when necessary for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency; and

WHEREAS, ORS 401.055 provides that upon request of Clackamas County, the Governor may declare a state of emergency by proclamation; and

WHEREAS, a preliminary assessment of property damage or loss, injuries or death is set forth hereinabove; and

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

In the Matter of Declaring a Local
State of Emergency and Declaring
Emergency Measures



ORDER No. 2020-09
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WHEREAS, all local resources have, or will likely be, expended, and there is need of the following additional resources from the State:

Assistance regarding consistent messages to the public and disease investigation.

NOW, THEREFORE, IT IS HEREBY ORDERED that

1. Clackamas County formally declares a state of emergency for Clackamas County, effective on this 2nd day of March, 2020, at 10:05 ^{AM} for the area described above.
2. Upon this declaration of a state of emergency the undersigned official is empowered to assume centralized control of and have authority over all departments and offices of the County, and further the County Department of Emergency Management is empowered to carry out the appropriate functions and duties identified in County Code Chapter 6.03 during times of emergency and shall implement the Clackamas County Emergency Operations Plan.
3. Incident Command shall take all necessary steps authorized by law to coordinate response and recovery from this emergency, including, but not limited to, requesting assistance from the State of Oregon. If this declaration is not ordered by a majority of the Clackamas County Board of Commissioners, it shall be taken before the Board at its next available meeting for ratification.
4. Emergency procurements of goods or services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), ORS 279C.380(4), and Local Contract Review Board Rules C-047-0280 and C-049-0150.

IT IS FURTHER ORDERED that:

5. The following measures are necessary, or may become necessary as determined by Incident Command, for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency (indicate selected measures):

_____ A. Establish a curfew for the area designated as an emergency area which fixes the hours during which all persons other than officially authorized personnel may be upon the public streets or other public places;

_____ B. Prohibit or limit the number of persons who may gather or congregate upon any public street, public place, or any outdoor place within the area designated as an emergency area;

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

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_____ C. Barricade streets and roads, as well as access points onto streets and roads. In addition, prohibit vehicular or pedestrian traffic, or restrict or regulate the same in any reasonable manner in the area designated as an emergency area for such distance or degree of regulation as may be deemed necessary under the circumstances.

_____ D. Evacuate persons from the area designated as an emergency area;

_____ E. Close taverns or bars and prohibit the sale of alcoholic beverage throughout Clackamas County or a portion thereof;

F. Commit to mutual aid agreements;

G. Redirect funds for emergency use;

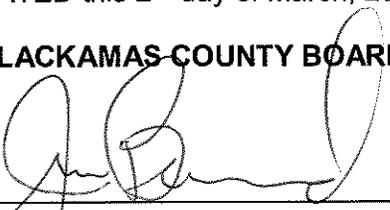
H. Order such other measures as are found to be immediately necessary for the protection of life and/or property. [Codified by Ord. 05-2000, 7/13/00]

6. Emergency measures invoked under 5(H), or that are not selected in section 5 above, may be implemented by Incident Command, provided however that such measures shall be taken before the Clackamas County Board of Commissioners at its next available meeting for ratification.

7. This declaration of emergency shall expire on March 16, 2020.

DATED this 2nd day of March, 2020

CLACKAMAS COUNTY BOARD OF COMMISSIONERS



Chair



Recording Secretary

July 23, 2020

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Approval of three project proposals in response to the 2020 Notice of Funding Availability for Metro Affordable Housing Bond funding and authorization to forward them to Metro for concept endorsement

Purpose/Outcomes	Approval of three project proposals in response to the 2020 Notice of Funding Availability for Metro Affordable Housing Bond funding and authorization to forward the three projects to Metro for concept endorsement
Dollar Amount and Fiscal Impact	Bond revenues dedicated to Housing Authority of Clackamas County is \$116,188,094. This approval would allocate a total of \$44,233,000 to three affordable housing projects.
Funding Source	Metro Affordable Housing Bond No County General Funds used
Duration	July 1, 2019 – June 30, 2026
Previous Board Action	The Metro Housing Bond –NOFA Bond Award and Allocation Update was presented to the HACC board in a policy session on July 14, 2020
Counsel Review	N/A
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Individuals and families in need are healthy & safe 3. Ensure safe, healthy and secure communities
Contact Person	Stephen McMurtrey, HACC Director of Housing Development, 503-650-3414
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department requests approval to move forward with three projects using Metro Affordable Housing Bonds, in response to a Notice of Funding Availability.

On June 7, 2018, the Metro Council adopted Resolution No. 18-4898 “For the Purpose of Referring to the Metro Area Voters a Ballot Measure Authorizing General Obligation Bond Indebtedness in an Amount Not to Exceed \$652.8 Million to Fund Affordable Housing; and Setting Forth the Official Intent of the Metro Council To Reimburse Certain Expenditures Out of the Proceeds of said Bonds Upon Issuance” (the “Regional Housing Measure”).

On June 7, 2018, the Metro Council also passed Resolution No. 18-4895 “For the Purpose of Adopting the Metro Chief Operating Officer Recommendation Regarding Regional Investment Strategy: Affordable Homes for Greater Portland,” providing direction to Metro staff for the planning and implementation of the Regional Housing Measure with jurisdictional partners and the community.

Subsequent to the actions listed above, voters in Clackamas, Washington, and Multnomah Counties approved in November of 2018, the creation of a Metro Affordable Housing Bond in the amount of

\$652.8MM for the acquisition and new construction of affordable housing units throughout the Metro Urban Growth Boundaries of each jurisdiction (UGB).

Pursuant to the requirements of the Metro Affordable Housing Bond Framework, adopted by Resolution No. 19-4956 by Metro Council on January 31, 2019, the Local Implementation Strategy (LIS), in its final form, is identified as a necessary step to establish Clackamas County's strategy for implementing bond resources throughout the applicable boundary within our County.

On November 14th, 2019, the Local Implementation Strategy (LIS) and the Intergovernmental Agreement (IGA) between the Housing Authority and Metro for the Metro Affordable Housing Bond were approved and adopted by the Housing Authority of Clackamas County Board. The HACC IGA and LIS were formally approved by Metro Council on November 21st, 2019. Concurrent with final approval of these documents, Metro Housing Bond funds became eligible for release to HACC for the development of bond financed projects within our County's Urban Growth Boundary (UGB).

Bond Award and Allocation Update

On January 22nd, 2020 HACC Development staff, in conjunction with our Housing Advisory Board (HAB), released a Notice of Funding Availability (NOFA) availing 35% of Clackamas County's total bond resources, or \$40.67MM, for projects sponsored by non-profit and for-profit developers throughout the eligible Metro boundary. In addition to the bond funds, HACC allocated 125 project-based Section 8 vouchers (PBVs) to support bond-funded projects. The NOFA was structured and delivered using our Local Implementation Strategy and Metro's Affordable Housing Bond Framework as the 'key' metrics for successful project award.

On April 20th, 2020 HACC received applications for five projects, proposing a total of 611 units seeking over \$69MM in bond-resources and a total of 221 PBVs. HACC's preliminary review committee and Housing Advisory Board (HAB) conducted a thorough review of each project and is recommending three of the projects for an award of funds.

The recommended projects are located in Happy Valley, Oregon City, and unincorporated Clackamas County. The three projects propose a total of 413 units, representing 51% of the County's total bond goal of 812 units and request a total of \$44,233,000 in bond funds and 125 PBVs. These three projects include a total of 292 units that are two-bedroom and above (72% of the target goal of 406 units) and 153 units reserved for households with incomes 30% AMI and below (47% of the target goal of 333 units).

	Metro Bond	% of Total
Total Clackamas County Metro Bond Allocation	\$116,188,094	100%
18000 Webster Rd. - HACC	\$6,891,888	6%
Recommended Round 1 NOFA Projects		
Fuller Street Station – Geller Silvis & Associates, Inc.	\$10,000,000	8%
Maple Apartments – Community Development Partners & Hacienda Community Development Corporation	\$15,903,000	14%
Good Shepard Village – Caritas Housing Corp & Catholic Charities	\$18,330,000	16%
Total Round 1 NOFA Bond Allocation	\$44,233,000	38%
Proposed Clackamas County Bond Allocation Utilization to date	\$51,124,888	44%
Balance Remaining	\$65,063,206	56%
Planned Use of Remaining Bond Funds		
Hillside Park Redevelopment	\$60,063,206	52%

NOFA Round 2	\$5,000,000	4%
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	Units	30% AMI or below	Family Size (2BR+)
Clackamas County Production Goals	812	333	403
18000 Webster Rd. - HACC	48	48	0
Fuller Street Station – GS&A	100	25	83
Maple Apartments – CDP & Hacienda	171	70	129
Good Shepard Village – Caritas & CCO	142	58	80
Proposed Total Unit Production	461	201	292
Percent of Total Production Goals	57%	60%	73%

Next Steps for Unit Production

- July 2020: Concept Endorsement approved by Metro
- Predevelopment: Final approval by Metro Council and disbursement of funds from Metro to HACC
- Construction Closing: Final approval by Housing Authority Board authoring transfer of funds to project and construction closing.

RECOMENDATION:

Staff recommends the HACC Board approve the three recommended project proposals and authorize staff to forward them to Metro for concept endorsement.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

ATTACHMENTS:

- Notice of Funding Availability
- Description of Projects
- Housing Advisory Board - Member Profiles

Housing Authority of Clackamas County

Metro Affordable Housing Bonds

Notice of Funding Availability

JANUARY 22, 2020

~~PROPOSALS DUE: 3:00 PM ON APRIL 6, 2020~~

*****DUE DATE EXTENDED TO 3:00 PM ON APRIL 20, 2020*****

SUBMIT PROPOSAL TO:

HACC Reception Desk

13930 S. Gain St.

Oregon City, OR 97045

(503) 650-3417

GENERAL INFORMATION

Overview:

In 2018, regional voters approved a \$652.8 million Metro Affordable Housing Bond for the creation of 3,900 affordable housing units within the urban growth boundary. The bond allows our region the opportunity to invest in the development of new housing resources for some of our most vulnerable and historically marginalized residents.

Recognizing the need and opportunity throughout the region, bond revenue is distributed based on assessed value of each of the three counties within the Metro district. This means that approximately 45% of homes created through the bond will be in Multnomah County, 34% in Washington County, and 21% in Clackamas County.

Bond revenues dedicated to Clackamas County are **\$116,188,094**. As a county without entitlement cities (cities with a population of at least 50,000), all bond resources will run through the Housing Authority of Clackamas County (HACC).

HACC will be the developer/owner of approximately 450 units of bond-financed housing and will use approximately \$63.9 MM or 55% of the total bond resources. The remaining balance, \$52.3MM or 45%, is available for projects sponsored by non-profit or for-profit developers throughout the eligible Metro boundary within the county.

Clackamas County production goals for Metro Bond funds are to:

- Develop or acquire approximately **812 new affordable housing units**
- Meet the needs of families by making at least 406 of the units two bedrooms or larger
- Meet the needs of the County's most vulnerable households by making at least 333 of the units affordable to extremely low-income households earning 30% or less of AMI. At least 200 of these units will be supported with rental assistance provided by HACC.
- Create affordable homes for households earning between 61 – 80% of AMI by using up to 10% of the funding. No more than 81 bond financed units will have rents at this level.

Available Resources:

- Capital Funding. HACC plans to release **\$40.67MM** or 35% of the total bond resources in this NOFA round.
- Project-based rental assistance. HACC will provide at least **125 project-based Section 8 (PBV) payment vouchers** to bond-funded projects that support units serving households with incomes at or below 30% of area median income. HACC anticipates a variety of project-based vouchers types will be available, including PBS8, Mainstream, and Veterans Affairs Supportive Housing (VASH) vouchers. HACC will work with developers to determine the appropriate voucher mix for each project. Please refer to the [HACC website](#) for current Fair Market Rents and payment standards.
- **HACC Conduit Bonds**. HACC may consider issuing conduit bonds for HACC-owned or other projects. These bonds have the advantage of lower fees than offered by other conduit bond issuers.

Information Session:

An information session for this NOFA will be held **on February 4, 2020** at the Clackamas Heights Community Room located at 13900 S. Gain St Oregon City, 97045, from **2:00 to 4:00 PM**. We encourage developers/sponsors planning to respond to this NOFA to attend.

Contact Person:

Devin Ellin, Senior Housing Developer
Housing Authority of Clackamas County
PO Box 1510, Oregon City, OR 97045
(503)650-3417 | dellin@clackamas.us

NOFA location and associated documentation: www.clackamas.us/metrohousing/NOFA

Timeline:

SCHEDULE	
NOFA Issued	January 22, 2020
Developer/Sponsor Mandatory Information Session	February 4, 2020
Applications Due by 3pm	April 6, 2020 April 20, 2020
Project Endorsement	July 2020

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I. **Background: Metro Affordable Housing Bond Program Work Plan and Clackamas County Local Implementation Strategy**

A. **Metro Affordable Housing Bond Program Work Plan**

On November 6, 2018, voters approved a \$652.8 million bond measure, directing Metro to fund affordable housing throughout the Metro region. In June of 2019, the Metro Council adopted the recommended program framework, as set forth in the Regional Investment Strategy: Affordable Homes for Greater Portland, which included recommendations for unit production goals, commitments to advancing racial equity, and implementation guidelines developed in collaboration with stakeholders, jurisdictions, housing providers and other partners. This Affordable Housing Program Work Plan ([Appendix A](#)) provides a comprehensive plan for implementing Metro's Bond Measure program.

In its efforts to achieve unit production targets, Metro is guided by the following four principles:

- **Lead with racial equity.** Ensure that racial equity considerations guide and are integrated throughout all aspects of the Program implementation, including community engagement, project location prioritization, tenant screening and marketing, resident and/or supportive services, and inclusive workforce strategies.
- **Create opportunity for those in need.** Ensure that Program investments serve people currently left behind in the region's housing market, especially: communities of color, families with children and multiple generations, people living with disabilities, seniors, veterans, households experiencing or at risk of homelessness, and households at risk of displacement. Incorporate commitments for tracking and reporting on Program outcomes for people of color and other historically marginalized groups.
- **Create opportunity throughout the region.** Ensure that Program investments are distributed across the region to (a) expand affordable housing options in neighborhoods that have not historically included sufficient supply of affordable homes, (b) increase access to transportation, employment, education, nutrition, parks and natural areas, and (c) help prevent displacement in changing neighborhoods where communities of color live today.
- **Ensure long-term benefit and good use of public dollars.** Provide for community oversight to ensure transparency and accountability in Program activities and outcomes. Ensure financially sound investments in affordable, high quality homes. Allow flexibility and efficiency to respond to local needs and opportunities, and to create immediate affordable housing opportunities for those in need.

B. Clackamas County Local Implementation Strategy

In addition to Metro's Work Plan and guiding principles, the HACC recently completed a thorough, community-focused process to develop its Local Implementation Strategy (LIS) ([Appendix B](#)). The LIS aims to sustain Clackamas County's livability, particularly for those most in need. It will guide the County's efforts as it works to create affordable housing using its allocation of Housing Bond proceeds. The LIS also outlines a commitment to furthering community goals of preventing displacement, advancing racial equity and inclusion, creating affordable housing options in locations where there are none, and helping address homelessness in the community. Production goals and priorities identified in the LIS include:

Production Goals: Develop or acquire 812 or more affordable housing units, of which:

- 406 will be family-sized units (defined as two or more bedrooms);
- 333 units will be for households earning 30% or less of area median income (AMI); and
- No more than 81 bond financed units will be reserved for households earning between 61 – 80% of AMI.

Priority Communities: Create housing access and opportunities for:

- Communities of color;
- Families, including families with children and multiple generations;
- Seniors;
- Veterans;
- People living with disabilities;
- Individuals exiting the foster care system;
- Households experiencing homelessness and/or facing imminent displacement.

Location Priorities:

- Preference for neighborhoods that have good access to transportation, grocery stores, school, commercial services, and community amenities;
- Accessible support services (including addiction services and mental and physical health services).

All proposals will be evaluated against the Threshold Requirements, Priorities, Preferences, and Additional Consideration criteria described below.

II. Threshold Requirements

Location	Projects must be located in Clackamas County and within the Metro Urban Growth Boundary.
Max Bond subsidy/unit	\$130,000 per unit
Project-based Section 8 Vouchers	For projects to qualify for Project-based Section 8 Vouchers (PBV), the projects must utilize a minimum of 8 vouchers. Units must be made available to households with adverse credit, rental, and legal histories, and very limited income.
Income Targeting	40% of the units in a project supported by Bond funding must be affordable to households earning 30% or less of area median income (AMI)*
Unit Size	50% of the units in a project supported by Bond funding must include two or more bedrooms**
Programming	Appropriate to building population(s). All units supported by Bond funding must be regulated at or below 80% AMI. All units supported by PBVs must serve households with incomes at or below 30% AMI.
Community Engagement	Project sponsors are required to hold at least two engagement sessions during predevelopment. These will help ensure developers are actively engaging with the community surrounding the proposed development and providing listening and feedback sessions to potential residents.
Screening	Units must be made available to households with adverse credit, rental, and legal histories, and very limited income. HACC may review and request revisions to the screening criteria and lease-up process.
Resident Services Plan	Resident Service Coordination that is appropriate to the level of need of the target population will be required at all projects. Resident Services will focus on eviction prevention, helping residents access services for which they may be eligible, empowerment services, and community building activities.
Supportive Services Plan	Projects serving high needs populations will require robust supportive services to ensure resident stability and positive outcomes. MOU's with service providers are expected. HACC will evaluate a project's target population and service plan to ensure it is appropriate and durable. HACC will approve resident service fees in project operating expense budgets.
Equity in Contracting & Workforce	A detailed plan to achieve at least 20% COBID certified subcontractor participation and 20% COBID certified professional services participation. Project sponsors will be required to provide documentation of subcontracting efforts and results. HACC strongly encourages architects, contractors, subcontractors and other bond project team members to involve Clackamas County workforce and businesses.
Sustainability	Compliance with Oregon Housing and Community Services standards
Accessibility	Incorporate Universal Design principals
Leveraging	Maximization of all non-Bond sources of funding including use of Low-Income Housing Tax Credit equity and conventional debt to the greatest extent feasible. (Proposals relying on competitive sources of funding, such as 9% LIHTC equity, FHLB, or other OHCS funding that have not been awarded at the time of proposal submission, may be deemed less competitive under this NOFA.)
Site Control	At the time a development proposal is submitted, the developer must demonstrate that it has, and will maintain until the land is acquired, site control of the property for which funding is being requested. Evidence of site control can include fee simple ownership, executed long-term land lease, purchase option, purchase and sale agreement, or similar. Contingencies to closing reduce certainty of site control. Please include evidence of site control with Form B - Funding Application
Readiness to Proceed	Zoning is appropriate for proposed project development as evidenced by zoning letter from applicable jurisdiction. If zoning is not in place, provide a letter from applicable jurisdiction describing intended zoning and path/timeline for amendment.

* In cases where a project exceeds the threshold requirement for 50% 2br units, the threshold requirement for 40% of the units restricted at 30% AMI can be negotiated.

** In cases where a project exceeds the threshold requirement for 40% of the units restricted at 30% AMI, the threshold requirement for 50% 2br units, can be negotiated.

III. Scoring Criteria

Complete applications will be scored in the following categories. Maximum points in each category are noted. Sponsors must self-score their proposed project and include the completed scoring matrix shown below in the funding application (see Section V).

	Points Available	Self-Score
1. Subsidy Per Unit	15	
2. Location	25	
A. Proximity to Public Transit	5	
B. Proximity to Grocery or Drug Store	5	
C. Proximity to Medical Services, Library, or Senior Center	5	
D. Proximity to School	5	
E. Proximity to Parks, Recreation or Community Center	5	
3. Target Population and Project Attributes	30	
A. Income Targeting	5	
B. Unit Size	5	
C. Households with High Barriers to Housing	5	
D. Permanent Housing for Homeless Households	15	
4. Advancing Racial Equity	10	
5. Developer Experience and Capacity	10	
6. Readiness	10	
7. *Bonus Points* Community Housing Development Organization (CHDO)	2	
Total Possible Points	100 +2	

1. Amount of subsidy requested per unit (up to a total of 15 points)

While the Metro Bond resources are substantial, in order to meet the unit targets of the Bond, these funds will need to be blended with other public and private funding sources like 4% LIHTC equity, local resources, and bank loans. HACC has established a maximum bond subsidy of \$130,000 per unit. Points will be awarded for projects requesting less subsidy per unit. The lower the per unit request, the higher the score.

- Projects requesting \$100,000 per unit or less will receive 15 points
- Projects requesting \$100,001-\$115,000 per unit or less will receive 10 points
- Projects requesting \$115,001-\$125,000 per unit or less will receive 5 points
- Projects requesting \$125,001-\$130,000 per unit or less will receive 0 points

2. Location (up to a total of 25 points)

HACC looks to support projects in neighborhoods with good access to transit, jobs, parks and open space, quality schools, commercial services and amenities, and provide the opportunity to create inclusive mixed-income neighborhoods. The amenity must be in place at the time of application. The application must include a map scaled for distance using a standardized radius from the development site. The map must show the distance of the site amenities from the development site.

A. Proximity to Public Transit (up to 5 points)

- Within ½ mile of multiple bus lines or MAX station (5 points)
- Within ¼ mile of a single bus line or shuttle (3 points)
- Within ½ mile of a single bus line or shuttle (2 point)

B. Proximity to Grocery or Drug Store (up to 5 points)

USDA Food Desert data from: <http://www.ers.usda.gov/data-products/food-access-research-atlas/go-to-the-atlas.aspx#.Uw9-EOOwI5I>

- Full service grocery or drug store located within ½ mile (5 points)
- Full service grocery or drug store located within 1 mile (3 points)
- Not located in a USDA Food Desert (2 points)

C. Proximity to Medical Services, Library, or Senior Center (up to 5 points)

- Available within ½ mile (5 points)
- Available within 1 mile (3 points)
- Available within 2 miles (2 points)

D. Proximity to School (up to 5 points)

- Within ½ mile (5 points)
- Within 1 mile (3 points)
- Within 2 miles (2 point)

E. Proximity to Parks, Recreation or Community Centers (up to 5 points)

- Within ¼ mile of a park, recreation center, or community center (5 points)
- Within ½ mile of a park, recreation or community center (2 points)

3. Target Population and Attributes (up to a total of 30 points)

In order to meet unit bedroom size and affordability goals, HACC looks to support projects that include units with two or more bedrooms and rents at or below 30% AMI. During the listening phase, HACC received reminders of the need for senior housing, family housing (to include three and four-bedroom units), housing accessible to high needs populations, housing that is compliant with the American with Disabilities Act (ADA), and housing for individuals who are homeless or at risk of homelessness.

A. Income Targeting (up to 5 Points)

- Points will be given based on percentage of rents affordable at lower AMI levels. Percentages are rounded up to the next whole number.

Percentage of units above threshold requirement affordable at or below 30% AMI:	Points
10% and above	5
8-9%	4
6-7%	3
3-5%	2
1-2%	1

B. Unit Size (up to 5 points)

- Points are awarded for the number of units with 2 or more bedrooms above the threshold requirement.
 - 1 point will be awarded for each 5% of units that have 2 bedrooms **above the threshold requirement.**
 - 2 points will be awarded for each 5% of units with 3 bedrooms or larger **above the threshold requirement.**

C. Households Facing High Barriers to Housing (up to 5 points)

- One point awarded for each 5% of the affordable units set aside for households facing high barriers to housing, up to a maximum of 5 points. “High Barrier” populations means categories of people with particular needs related to housing, including but not limited to veterans, elderly, people with the presence of a disability, previously incarcerated persons, and survivors of domestic violence.
- To receive points, the Resident Services Plan must demonstrate how essential supportive and social service needs of the population will be provided and funded. Providing accessible units will not in and of itself be sufficient to score points.

D. Permanent Housing for Homeless Households (up to 15 points)

- Projects with units set aside for [homeless households](#) must offer sufficient supportive services for the population served and show sufficient commitments for services. Services must be offered voluntarily for the duration of tenancy. When Project-Based Vouchers are awarded, units must be filled from Clackamas County’s Coordinated Housing Access (CHA) system in collaboration with the HACC’s waitlist process. To receive points, the Supportive Services Plan must demonstrate how essential supportive and social service needs of the population will be provided and funded.
- One point awarded for each 5% of affordable units set aside for homeless families or individuals, up to a maximum of 15 points.

4. Advancing Racial Equity (up to a total of 10 points)

People of color struggle disproportionately with unaffordable housing, displacement and homelessness. HACC is committed to addressing this inequity by prioritizing opportunities to serve historically underserved communities, removing barriers to fairness in representation, opportunity, and access and providing equal opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.

- Points will be awarded based on comprehensiveness, specificity, quality of engagement, and quality of services, according to the following criteria. Up to 2 points per answer. Include responses in the Equity Plan referenced in Section V. **Projects must meet a minimum of 5 points in this section to qualify for project funding.**
 1. Tell us about historically underserved communities in your project area including demographics and other factual data in your response.
 2. How have you connected to this community(ies) in planning for this project?
 3. How do you plan to ensure that these communities are aware of this housing opportunity?
 4. What barriers do you anticipate these communities encountering in accessing housing? What is your plan for mitigating identified barrier to access?
 5. How will you serve this community(ies) through building operations? Please attach any actionable MOUs with service organizations.

5. Developer Experience and Capacity (up to 10 points)

The development team’s experience and capacity should match the scope and scale of the proposed development. Complete the narrative questions and tables of requested information. Include responses in the Development Team Summary referenced in Section V. Points will be awarded based on the experience and capacity of the development team.

1. List the five (5) most recent projects you have **completed** in the past five years. (Include project name, city, target population, and funding sources.)
2. List all housing projects **under development**. (Include project name, city, target population, funding sources, and estimated completion date.)
3. For the proposed project, list below the names of agency staff members and/or the third party firm assigned to each task.

Position Name	Staff Person Name/Title or Contracted Firm Name	Years of Experience Developing or Managing Multi-family Housing
Executive Director/Owner		
CFC/grant application writer		
Project Developer		
Development Consultant		
Construction Manager		
Asset Manager		
Compliance Manager		
Architect		
General Contractor		
Other		

4. Describe agency staff member experience leading construction development of projects of similar (or larger) size and scope such as mid-rise versus high-rise, wood frame versus steel, and new construction versus rehabilitative construction. If applicant staff experience in affordable housing development and operation is limited, discuss how this concern will be mitigated (i.e. whether you will partner with an experienced consultant or organization). If using a consultant, indicate how long the consultant will be involved in the development process.

6. Readiness (up to 10 points)

Points will be awarded according to the degree to which the proposal demonstrates readiness to proceed.

- Maximum points are awarded for sites that have obtained entitlements (obtaining building permits is not necessary to score points).
- Projects that have submitted their application for entitlements will be eligible for up to 5 points.
- Projects that have submitted an executed MOU with a service partner to provide services to residents at the property will be eligible for 1 point. To receive points, in addition to the MOU, the Resident Services Plan must demonstrate how essential supportive and social service needs of the population will be addressed.

7. CHDO bonus (up to 2 bonus points)

A Community Housing Development Organization (CHDO) is a private nonprofit, community-based service organization that has staff with the capacity to develop affordable housing for the community it serves.

- Two bonus points will be awarded to qualifying CHDOs.

IV. Additional Considerations

In addition to the threshold requirements, competitive scoring criteria, and development priorities, development teams should keep in mind the following as they are crafting their proposals:

- **Project-based Section 8 Vouchers:**

- Projects must be an eligible housing type for PBV assistance (24 CFR 983.53 and 983.54) and meet accessibility requirements in accordance with the regulations implementing Section 504 of the Rehabilitation Act of 1973. Projects must also complete an Environmental Review under the National Environmental Policy Act (NEPA), a Subsidy Layering Review (SLR) (24CFR 983.55, FR Notice 6/25/14), and are subject to HUD Section 3 hiring goals and Davis-Bacon labor standards. Projects must be aware of the cap on the number of PBV units allowed in a project based on 24 CFR 983.56 and PIH Notice 2017-21. HACC will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20% or more.
- For projects using PBVs, the projects must utilize a minimum of 8 vouchers.
- All units supported by PBVs vouchers must serve households with incomes at or below 30% of area median income and made available to households with adverse credit, rental, and legal histories.
- Projects completing all applicable HACC and HUD reviews may then execute a Section 8 Project-Based Voucher Housing Assistance Payments (HAP) contract with HACC. The term of the HAP contract for any contract unit may not be less than one year nor more than 20 years. The term of the PBV HAP Contracts desired by the requesting party must be stated in this proposal and will be negotiated on a case-by-case basis.
- A project may utilize a site-based waiting list to select applicants for PBV assisted units and HACC reserves the right to require local preferences to determine order of selection from an owner administered site-based waiting list.
- New Construction Site and Neighborhood Standards must be met (24 CFR 983.57(e))
- Existing Acquisition or Rehabilitated Housing Site Neighborhood Standards must be met (24 CFR 983.57(d))
- Projects that request PBVs should understand that the Fair Market Rents shown in on the HACC website (www.clackamas.us/housingauthority/section8.html) are published by HUD annually and are the basis for which public housing agencies set their voucher payment standards. It is the HACC Voucher Payment Standard that establishes the maximum approvable contract rent for a PBV program unit. The proposed project's PBV rent to owner must not exceed the lowest of the following amounts:
 - An amount determined by the PHA, not to exceed applicable payment standard for the unit bedroom size minus any utility allowance;
 - The reasonable rent; or
 - The rent requested by the owner.

- **Financial metrics:**

- Sufficient hard and soft costs contingencies and reserves should be embedded in each proposal to ensure that the project could be completed without any additional Bond funds.
- Projects should incorporate adequate operating expenses on a per annum basis to serve the targeted population.
- Project proformas should assume that income from PBV units will be set at 60% AMI.
- After project completion, all projects will be required to pay an administrative fee for units with PBVs. A \$150 per PBV-subsidized unit, per year monitoring fee must be factored in to the annual operating budget.
- Projects should balance amenities (community rooms, gathering space, etc.) and durability (such as unit finishes) with unit costs/subsidy to ensure the population served can reside long term in the affordable units.
- Project evaluations will emphasize expediency and cost efficiencies in all aspects of building design, construction, and operations. Innovations that can reasonably be expected to result in demonstrated lower costs are encouraged.
- Cost Controls: All projects should demonstrate average unit costs not to exceed limits prescribed by Oregon Housing and Community Services (OHCS).
- In an event of default, rents for Bond-funded units may not exceed 60% AMI. No exceptions.
- HACC strongly discourages manipulation of pro forma assumptions to produce a desired outcome, such as lowering expenses to produce more favorable net operating income.
- New Construction units and acquisition/rehab projects less than 10 years old receiving Metro Bond funds will be regulated to a 60-year affordability period. For acquisition/rehab projects that are more than 10 years old, HACC may consider a shorter period of affordability, but no less than 30 years.

- **Equity:**

- Proposed project must show it can meet the 20% COBID hard and soft cost goals. In addition, proposers must consider how equity is addressed throughout their proposals to include:
 - How diversity and inclusion is applied in the organization, including its board.
 - The provision of culturally responsive and culturally specific services.

These and other related topics should be captured in development teams' Equity Plan (see Section V, Application Requirements)

V. Application Requirements

Development teams must submit the following minimum application materials including the completed application form ([Form B](#)). Total combined page limit for the Project Narrative (#3) and Development Team Summary (#4) is 15 pages. Page limit for the Equity plan (#7) is 6 pages. Aside from financial documents, application materials should be single-spaced, 1-inch margins, with no smaller than 11-point font.

1. Sponsor Cover Page ([Form A](#))
2. Funding Application ([Form B](#))
3. Completed self-score matrix
4. Project Overview Narrative that includes:
 - A. Type of project (new construction, acquisition/rehab)
 - B. Description of project including number and type of units, number of floors, construction type, floor area ratio, height, key building and site amenities, and any other key design elements (if any), and how project meets the LIS and Bond Framework goals.
 - C. Description of the target population, income mix and lease-up plan, including:
 - i. Description of resident or other programming including resident services.
 - ii. Description of plan for outreach, marketing and lease-up to priority populations, including plans to implement low barrier screening, to promote accessibility to households with adverse credit, rental, and legal histories and very limited income. Access may be achieved through partnerships with referring service providers, innovative screening and property management strategies, and/or other approaches that remove barriers to access.
 - D. Supportive Services Plan (2-4 pages expected) - **only for projects proposing unit(s) for high barrier or homeless populations**: A supportive services plan to serve the priority population(s) that addresses:
 - i. Overview of the target population and needs, and how service team's approach and services offered are responsive and effective for meeting these needs. This includes delivery of culturally responsive and/or culturally specific services, methods of assessing and providing services to residents, and plans for supporting tenants and the housing community when tenants are experiencing a crisis.
 - ii. Service team's overall capacity to support project service design, planning and services operations oversight in addition to providing needed direct services in the project. Include description of how community relationships and partnerships will be leveraged to strengthen services. Include any MOU's with service providers.
 - iii. Types and level of services to be offered, including anticipated FTE by service type.

- iv. Brief overview of anticipated services outcomes for target population, including racially equitable access and outcomes.
 - v. A marketing and lease-up plan that demonstrates: capacity to reach the target population through coordinated access; how the lease-up process will ensure equitable access for people of color in the priority population(s).
 - vi. Budget and sources of funding for services, including both funding through this NOFA and leveraged sources. Brief overview of anticipated services outcomes for target population, including racially equitable access and outcomes.
- E. Description of key financial assumptions and financing terms, particularly as those relate to contingent, at risk or otherwise uncommitted outside funding sources. Please include assumption on operating costs as well as provision of supportive services.
 - F. Indicators of cost-efficient design, construction and operations.
 - G. Indicators and description of Universal Design concepts applied in the project.
 - H. Confirmation of Davis Bacon wage assumptions and/or a BOLI wage determination letter for construction as applicable.
 - I. Description of the green/sustainable building or operations features.
5. Development Team Summary: Development team qualifications and experience, including ownership entity and its relationship to other development team members. The summary must also include a description of the development team's past use of or familiarity with rules, regulations, and requirements of the specific funding sources being requested. **Teams unable to satisfactorily demonstrate use or familiarity may be eliminated from consideration.**
 6. Preliminary Budget/Pro Forma ([Form D](#)): including projected sources and uses, income and expense breakdown, and 30-year cash flow projections. **Use of OHCS pro forma in MS Excel format is required (not PDF).**
 7. Readiness: fill out, to the greatest extent possible, Proposed Project Schedule ([Form E](#)).
 8. Equity Plan
 9. Draft Affirmative Fair Housing Marketing Plan ([Form F](#))
 10. Sponsor Statement of Financial Capability ([Form C](#))
 11. Organizational financial statements for last two years and a Schedule of Real Estate Owned. Please clearly mark "confidential" if these financial statements are to be kept confidential in the event of a public records request.

All pages in the application must be numbered.

Design/architecture is NOT required and is only encouraged to the minimum extent necessary for development teams to comply with other submittal requirements.

Signed and dated proposals must be submitted by **3:00 p.m. on ~~April 6, 2020~~ April 20, 2020** to be considered responsive.

Submit three (3) hard copies of completed application and documentation, with copies of all documents on a flash drive (NO FAXES PLEASE) to:

Devin Ellin, Senior Housing Developer
c/o HACC Reception Desk
13930 S. Gain St., Oregon City, OR 97045
(503) 650-3417 | dellin@clackamas.us

VI. Review and Selection Process

Upon receipt, all applications will be reviewed for adherence to this NOFA's application requirements and scoring criteria. The selection process may take 10-15 weeks and include the following steps:

1. HACC Concept Endorsement: 45 - 60 days

- A. Threshold Review – HACC Staff
- B. Technical and Financial Feasibility Review – HACC staff, HACC Housing Advisory Board, and Ad-Hoc Evaluation Review Committees
- C. HACC selects project for approval and forwards decision to Metro

2. Metro Concept Endorsement: 30 - 45 days

- D. HACC staff, in conjunction with Metro staff, will present the project to Metro for endorsement by the Metro COO. Metro will review the project for conformance to the adopted Local Implementation Strategy.
- E. Metro approves concept endorsement

HACC and its partners at their sole discretion may employ the following selection process and evaluation criteria in recommending projects for an award.

Projects will be evaluated and ranked based on at least the following:

1. Alignment with the LIS:
 - Need: population, location
 - Impact: alignment of resident services, fair housing marketing plan and outreach plan to LIS goals and priorities
2. Investment Requirements
3. Scoring Criteria
4. Preferences
5. Additional Considerations
6. Qualifications and experience of the Development Team
7. Reasonableness and feasibility of all financial materials submitted including the project budget and proforma
8. Readiness to proceed with the project and assumptions regarding the project schedule.
9. Content, quality and reasonableness of all equity related submissions including the Equity Plan
10. Content and quality of the proposal, the Project Narrative, all other required materials and materials submitted voluntarily by the Development Team

VII. General Conditions

This NOFA is not a solicitation of competitive bids. Failure to abide by these General Conditions is grounds for disqualification. HACC by this NOFA specifically reserves the right in its sole discretion to determine which proposals best serve the public good, and to:

- A. Revise the solicitation, evaluation, or selection process including extending the deadline or canceling without selecting any projects.
 - B. Waive informalities and irregularities in the proposals received in response to this NOFA.
 - C. Disqualify without recourse or appeal any or all proposals.
 - D. Reject any or all proposals.
 - E. Determine the timing, arrangement and method of any presentations.
 - F. Verify and investigate the qualifications and financial capacity of the development team, and any of the information provided in the proposal.
 - G. Request best and final offers.
1. Every effort has been made to provide current and correct information; however, HACC makes no representation or warranty with respect thereto.
 2. All proposals received shall become the property of HACC and considered an official public record subject to inspection by the public in accordance with Oregon's Public Records Law (ORS Chapter 192). Entities are advised that confidential financial information, including the Sponsor's Statement of Financial Capacity, should be clearly labeled and submitted separately from the remainder of their proposal (both paper and digitally). Similarly, if any entity responding to this solicitation believes that a specific portion of its response constitutes a "trade secret" under ORS 192.345(2) and is, therefore, exempt from disclosure, the entity must clearly identify that specific information as a "trade secret" and submit it together with the confidential financial information. Identification of information as a "trade secret" does not necessarily mean that the information will be exempt from disclosure. HACC will make the determination of exemption from disclosure based on the nature of the information and the requirements of the Oregon Public Records Law. If an entity disagrees with HACC's determination that an exemption does or does not apply, that entity is exclusively responsible for defending the entity's position concerning the requested information from any party requesting the disclosure.
 3. Restrictions on communication. Every effort has been made to include herein all the information necessary to prepare and submit a responsive proposal to this NOFA. However, in the event additional information is desired, or if you have a question about any of the information or requirements contained in this NOFA, direct your questions to:

Devin Ellin, Senior Housing Developer
Housing Authority of Clackamas County
PO Box 1510, Oregon City, OR 97045
(503) 650-3417 | dellin@clackamas.us

4. During the course of this NOFA, development teams are cautioned not to undertake any activities or actions to promote or advertise their proposals except in the course of HACC-authorized presentations; or to make any direct or indirect (through others) contact with review committee members (if named), staff members of the County, HACC or other funding partners. Development teams may only initiate contact with the person named in #3 above who will assess inquiries and determine further actions, if any.
5. HACC will not hold “one-on-one” meetings with any development teams during the evaluation process except as part of a scheduled interview or presentation process involving all or a “short list” of development teams. HACC may, however, ask individual development teams clarifying questions or obtain additional information about some specific point of a proposal.
6. HACC accepts no responsibility or obligation to pay any costs incurred by any potential or eventual development teams in the preparation or submission of a proposal; or in complying with any subsequent request by HACC for information or participation throughout the evaluation process.
7. Funded projects will be required to:
 - A. Comply with Metro-required 60-year affordability agreement and annually submit compliance reporting as specified in agreement.
 - B. Financial Documentation: Current financial statements and recent financial audits (if available) in sufficient detail for HACC to analyze the overall health of the organization, and the performance of other real estate owned.
 - C. Support letters from all partner service providers must be submitted for services to be considered in scoring.
 - D. Additional information regarding project criteria is contained within the Appendices.
8. Mandatory Information: Development teams may be eliminated from consideration if a representative of the team does not attend the Mandatory Developer Information Session.
9. Once an application has been submitted, no action may be taken on the property, bid solicited, or contract entered into until a HUD environmental review which complies with the laws and authorities of the National Environmental Policy Act (NEPA) is conducted. Failure to do so may result in a “choice limiting action” and render the project ineligible for funding.

All substantive questions and answers (FAQs) as well as formal Addenda will be posted to the HACC website page: www.clackamas.us/metrohousing/NOFA

VIII. Forms and Appendices

FORMS	LOCATION
Form A – Sponsor Cover Page	Form A
Form B - Funding Application	Form B
Form C - Sponsor Statement of Financial Capability	Form C
Form D - Pro Forma	Form D
Form E - Proposed Project Schedule	Form E
Form F - Sample Screening Criteria	Form F

APPENDICES	LOCATION
Appendix A – Metro Affordable Housing Bond Program Work Plan	Appendix A
Appendix B – Clackamas County Local Implementation Strategy	Appendix B

Housing Authority of Clackamas County
Housing Advisory Board 2019 - 2020
Member Profiles

Casey Baumann, President - Underwriting Manager Oregon Housing and Community Services (OHCS). Mr. Baumann has over five years' experience underwriting State and Federal funding, including the Low Income Tax Credits (LITHC), Tax Exempt Bonds, and multiple State funding sources, for the creation and preservation of affordable housing. Mr. Baumann has been in the multifamily finance industry for over 15 years. Prior to joining OHCS, Mr. Baumann was a multifamily mortgage analyst for a nation-wide FHA/HUD lender.

Rose Ojeda, Vice President - Manufactured Housing Preservation Director with CASA of Oregon. Ms. Ojeda brings more than 25 years of experience in real estate and affordable housing development serving diverse and marginalized populations throughout the Portland Metro area. She previously served as the Director of Housing Development for Cascadia Behavioral Healthcare, developing housing for adults with a severe and persistent mental illness, and worked for over 9 years developing housing in rural Oregon, including the preservation of several Manufactured Housing Communities by converting the communities to resident owned cooperatives.

Spencer Deinard – Architect with 25 years' experience. Mr. Deinard has focused on the planning, design, and construction of affordable housing projects since 2016 at LRS Architects.

Sandra Grzeskowiak – A retired educator currently serving as an AARP volunteer. Ms. Grzeskowiak is focused on issues related to housing and livability for seniors and disabled persons. Ms. Grzeskowiak is a prior member of this board.

Alissa Mahar –Vice President at Clackamas Community College. Ms. Mahar has experience working with and supporting vulnerable student populations, as well as insight into workforce and development opportunities within her community. Ms. Mahar also serves on the Economic Development Commission for Clackamas County. She has professional experience with affordable housing development, transitional housing, rent assistance programs, shelter services, asset management, and wrap around services through her prior role at the Portland Housing Bureau.

Paul Reynolds, Resident Member – Previous HACC Board Resident Commissioner for over eight years. Mr. Reynolds has personal experience living with a disability and facing housing insecurity.

Clackamas County 2020 NOFA Locations

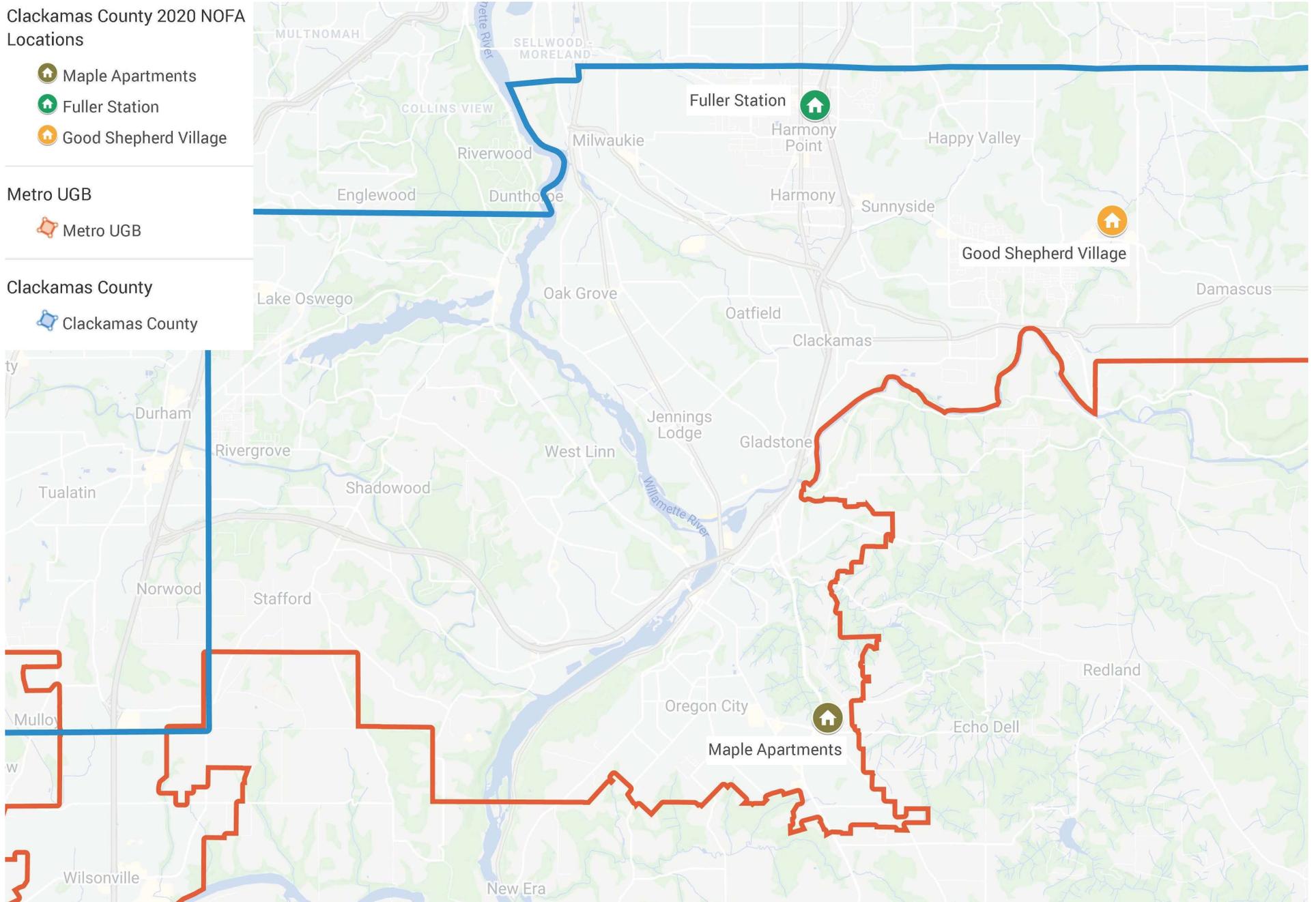
- Maple Apartments
- Fuller Station
- Good Shepherd Village

Metro UGB

- Metro UGB

Clackamas County

- Clackamas County





Fuller Station Affordable Housing New Construction Narrative

Concept endorsement

Project Overview

Provide a general overview of the proposed project, including the requested amount of bond funding from Metro, the size of the site and its ownership status, any existing buildings and their current/past use, and high level financing structure for the project.

Overview:

Fuller Road Station Affordable Housing (“FRS”) is a new construction, transit-oriented, 100% affordable multifamily housing development serving families and individuals with incomes between 30% and 80% of area median income. FRS will serve 25 families and individuals who are homeless or at risk of homelessness, including foster youth exiting or having exited the foster system.

FRS is sited at the TriMet Max Green Line Fuller Road Station Park & Ride. FRS will be within walking distance to the MAX station and ¼ mile from several major bus lines. It will incorporate secure indoor bike parking and a bike wash station, two community rooms including one small shared kitchen, a community laundry room, community garden beds and a community computer lab. It also includes an open air/nature playground, secure package lockers/stalls for incoming deliveries, trash chutes and mixed recycling stations on each floor. FRS will have an electronic MAX train arrival board in the lobby and TriMet will provide low cost transportation passes for the residents.

METRO Bond Request:

Our request is for \$10,000,000 in METRO Bond Funds (\$100,000/unit) to be used for development costs and 25 Project Based Section 8 vouchers to benefit low-income residents of FRS.

Site Size & Ownership Status:

FRS will be a 100-unit building with a mix of 1, 2- & 3-bedroom units. The total project site size is 2.63 acres. The building footprint will be 129,060 square feet in size and will consist of 6 floors serviced by 2 elevators. Level 1 will be Type I-A construction and levels 2 through 6 will be Type III-B. The floor-to-area ratio will be 1.66. Building height will be 71'-0” to the top of the parapet.

FRS will be owned by Green Line Affordable Development LP (“GLAD”), a newly formed Oregon limited partnership. The General Partner of GLAD is Fuller Affordable Ventures, LLC (“FAV”) a newly created Oregon limited liability company. The tax credit investor will

enter into this structure as a limited partner of GLAD at closing, with a 99.99% ownership interest in GLAD. FAV is managed by Northwest Real Estate Developers LLC (“NRED”), which is wholly-owned by Geller Silvis and Associates Inc. (“GSA”), an Oregon S-Corp and certified Woman Business Enterprise (#12113). Anna Geller is the 100% shareholder and President of GSA. GSA is the prime developer of FRS and will be entering into a Sub-Development Services Agreement with an affiliate of Guardian Real Estate Services (“GRES”), which will serve as the sub-developer of FRS. GSA will oversee the day to day development of FRS. GRES will be involved in regularly scheduled development, construction meetings and material development decisions. Ultimately, GRES will manage the property including the initial lease-up and GSA will coordinate the resident services program with non profit partners, JOIN and DEV NW.

Current Site Use:

TriMet is the current owner of the site and is under contract to sell the site to GLAD (by assignment from NRED), with the sale to be closed concurrently with financial closing. There are no existing buildings on the site. Today, the site serves as an underutilized park and ride for the TriMet Green Line Max Stop 13130. The site is a part of the last remaining Urban Renewal Area for the County. FRS has received a commitment of \$3,300,000 in urban renewal funds from Clackamas County Economic Development toward the development of a new public road south of the building that will provide additional access to other parcels in the neighborhood that the county intends to redevelop, in addition to serving FRS. FRS will be a catalyst development in the neighborhood, providing greater access and opportunities for future redevelopment by both the County and TriMet.

FRS is scheduled to close and begin construction on August 28, 2020.

Financing Structure Summary:

Construction & Permanent Sources		Source %
Construction Loan	\$30,000,000	
Perm Loan	\$14,825,000	31%
4% LIHTC Equity	\$16,841,286	36%
County HOME	\$950,000	2%
OMEF (Multifamily Energy Program)	\$332,381	1%
Metro Bond Request	\$10,000,000	21%
Metro TOD	\$500,000	1%
Early Rental Income	\$437,732	1%
Special Limited Partner Contribution	\$100	0%
Deferred Developer Fee	\$3,336,576	7%
Total Permanent Sources	\$47,223,075	

Preliminary Development Program

Describe the planned development program including but not limited to number, size, and affordability of units; non-residential space, parking, and amenities; and total square footage.

Planned Development Program:

FRS will be a 100-unit, 100% affordable housing development on a 114,563 square foot site with a structural footprint of 21,065 square feet. Below please find a brief summary of the unit and income mix.

Unit and Income Mix Summary				
AMI	1 BDR	2 BDR	3BDR	Total
30%	12	5	8	25
50%	0	3	4	7
60%	0	7	0	7
60%	0	47	8	55
80%	5	0	0	5
MGR	0	1	0	1
Total by BDR	17	63	20	100

The building will be a 6 story, double elevator-serviced structure with 129,060 square feet of total interior space. There will be 16,483 square feet of open space on the site, with 4,500 square feet dedicated to recreational uses. Total interior residential space will be 97,097 square feet.

FRS will have 83 off-street vehicular parking spaces, with 109 total spaces of on- and off-street spaces available. There will be no commercial uses at FRS.

Key building and site amenities include: walking distance to the MAX station and ¼ mile from major bus lines; secure indoor bike parking with wash station; two community rooms including one small shared kitchen; community laundry room; community garden beds; community computer lab; open air/nature playground; secure package lockers for incoming deliveries; trash chute and mixed recycling stations on each floor; and electronic MAX train arrival board in the lobby.

Unit size ranges are identified in the next section.

Complete the below table summarizing unit breakdown. Add/delete rows as needed.

Unit size (no. of bedrooms)	No. of units	AMI %	PBVs	Square feet/unit	Gross monthly rent/unit
1-BDR/ 1 Bath	12	30%	12	704-813 SF	\$495
1-BDR/ 1 Bath	5	80%		662 SF	\$1,320
2-BDR/ 1.75 Bath	5	30%	5	932 SF	\$594
2-BDR/ 1.75 Bath	3	50%		966 SF	\$990
2-BDR/ 1.75 Bath	54	60%		916-987 SF	\$1,188
3-BDR/ 1.75 Bath	8	30%	8	1,268 SF	\$607
3-BDR/ 1.75 Bath	4	50%		1,268 SF	\$1,143
3-BDR/ 1.75 Bath	8	60%		1,268-1,313 SF	\$1,371
TOTAL (includes the 1, 2-BDR manager's unit)	100	53%	25	97,097	\$97,274

Operating Income is based on 2019 LIHTC rents as shown in the OHCS proforma, 2020 FMRs for the project-based vouchers and 2020 energy efficient, multifamily newer utility allowances. Fuller Station has requested from HACC 25 Project-Based Section 8 vouchers to support residents making 30% of area median income or below. Based on 2020 FMRs, the annual income estimated from the Section 8 units is \$328,236.

HACC is recommending Fuller Station Family Housing and the associated funding request of \$10,000,000 and 25 PBVs to Metro for Concept Endorsement.

Background

Describe the process and timeline for how project was selected through a local funding process, and how the site was selected or acquired for affordable housing development. Provide an overview of due diligence and predevelopment completed to date.

Selection process: The project was selected through the Housing Authority of Clackamas County (“HACC”) NOFA released January 22, 2020. The NOFA closed April 20, 2020. On June 10, 2020, HACC informed GSA of its decision to recommend the project to Metro for Concept Endorsement.

Site Background: TriMet purchased the site in 2006 as they developed the Green Line Light Rail Line. GSA has a 15-year history of community development in this area and typically searches for infill locations that maximize urban uses and walkability with a focus on racial equity benefits and public transportation access. Land cost is a major determinant of siting affordable housing, which usually occurs far away from services and transportation access. While the underutilized park & ride site was not for sale GSA submitted to TriMet an unsolicited proposal to develop the parcel consistent with the concept features. The site is attractive for many reasons, but first that it is flat and has minimal landscaping, lowering some development costs, which can be very costly in this neighborhood.

GSA saw this site as an ideal one to interweave related opportunities to the area as well as to specifically targeted residents, such as homeless families and foster youth entering emancipation. Future residents can benefit from nearby employment, recreational and educational opportunities within walking distance, or at least within walking distance of excellent transit. Also, GSA found this area’s existing housing to be nearly unavailable to a significant number of individuals with mobility impairments. Most of the existing multi-family housing nearby is built in a breezeway walkup style which typically reduces the number of units available to this vulnerable population. FRS is designed so that any unit can be converted to serve a household with members who may have physical impairments. This flexibility combined with the proximity of services, transportation, and retail contribute to ongoing stability of occupancy, while serving as many diverse families’ needs as feasible.

FRS will be a catalyst project to the neighborhood and will create opportunities for other developments in the area, while bringing to fruition 100 family sized affordable units. The site will be acquired from TriMet at closing, which is projected for the end of August, 2020.

Due Diligence & Predevelopment Completion Overview:

The following due diligence reviews and reports have been completed to date:

- Feasibility & Market Due Diligence
- Phase I
- Geotechnical Study
- Acoustical Study
- Air Quality Study
- Traffic Study
- Surveys and Re-Plat
- Design, and Planning and Zoning Approvals

- Architectural plans and specification – 90% Construction Documents Set
- Permits – submitted to the County
- Construction costing
- Entering negotiations with the General Contractor

Location and Neighborhood [word limit: 100]

Describe the project location and surrounding zoning, land uses and activities. Describe any nearby services or community amenities, including schools or employment centers, grocery stores or farmer’s markets, natural areas or parks. Describe walking distance and accessibility (e.g., sidewalks, signalized crossings) to nearby transit stations, and the existing/planned level and type of transit service (e.g., frequent service bus, MAX, etc.).

Location: 9608 SE Fuller Road, unincorporated Clackamas County. Site &

Surrounding Zoning: Station Community Mixed Use Zone(SCMU)

Land Uses/Activities:

- North: TriMet Park and Ride.
- East: Green Line MAX station, I-205 Multi-Use Bike Path, I-205.
- South: County’s new East-West “D Street.”
- Southeast: County’s Redevelopment Agency land. Miles Fiberglass will vacate September 2020.
- West: Fuller Road, Best Buy.

- Amenities:
- Green Line MAX Stop
 - I-205 Multi-Use Path/Bike/Nature access path within ¼ mile of the building’s entrance
 - Lot Whitcomb Elementary, 0.9 miles away
 - Retail, healthcare and social services employment centers along 82nd Avenue
 - Grocery stores & medical services within a ½ mile:
 - a. Walmart,
 - b. Morrow Brothers, a fresh produce and ethnic foods store
 - c. Trader Joe’s (0.3 miles),
 - d. Legacy Go Health Urgent Care,
 - e. Stanton Optical Eye Clinic,
 - f. Aspen Dental

Provide an aerial map with key transit and amenity features labeled, along with the site location.

See attached amenities maps.

Site [word limit: 300]

Describe key elements of the site including size, number of tax lots, site control/ownership, appraisal, and zoning. If the site includes existing buildings, provide an overview of the year they were built, past/current use, and future plans as part of the project.

Site Address: 9608 SE Fuller Road Happy Valley, OR 97086; Clackamas County;

Parcel Tax IDs are: 12 tax lots -- 12E28CB TLs (p.o.) 200, 300, 500, 600, 900, 901, 902, 1000, 2000, 2100, 2200, 2300

Site Control: by Purchase and Sale Agreement between TriMet & NRED, LLC.

Site Purchase Price/Land Appraised Value: \$1,200,000

Project Financing

Describe the estimated total development cost, cost per unit and cost per gross square foot. Provide a table summarizing planned sources and uses of funding. Summarize funding contributions and any local incentives or policies benefiting the project (e.g., SDC waiver, property tax abatement, density bonus, reduced parking requirements, etc.)

Estimated Total Development Cost: \$47,223,075

Cost per unit: \$472,230

Cost per gross SF: \$365

Planned Sources		Planned Uses	
Perm Loan	\$14,825,000	Acquisition Costs	\$1,215,000
4% LIHTC Equity	\$16,841,286	Construction Costs	\$32,179,052
County HOME	\$950,000	Development Costs	\$2,505,561
OMEF (MF Energy Program)	\$332,381	General Fees	\$7,761,720
HACC Metro Grant	\$10,000,000	Loan Fees	\$358,200
Metro TOD	\$500,000	Equity and Bond Fees	\$588,005
Early Rental Income	\$437,732	Construction Interest	\$1,509,338
Special Limited Partner Contribution	\$100	Lease Up & Dev Contingency	\$455,090
Deferred Developer Fee	\$3,336,576	Operating Deficit Reserve	\$651,109
Total Permanent Sources	\$47,223,075	Total Uses	\$47,223,075

Local funding contributions/incentives:

- Clackamas County Development Services Agency \$3,300,000 (East-West D Street)
- Clackamas County HOME Funds \$950,000
- Reduced parking requirements to 70%

Development Team

Describe the development team including the developer, general contractor, architect, and other key partners, and their relevant experience, respectively. If some members of the team are not yet selected as of the concept endorsement, this information can be added at the final approval step.

Position Name	Staff Person Name/Title or Contracted Firm Name	Years of Relevant Experience
Owner (GLAD)	Anna L. Geller, GSA President; Thomas B. Brenneke, GRES President	28 years 36 years
Grant application writers	Anna Geller & Mariana Crawford	28 and 12 years respectively
Project Developer	GSA, Prime Developer GRES, Subdeveloper	Developing for 27 years & 36 years respectively
Development Consultant	N/A	N/A
Construction Manager	Bob Beauchemin, President, BC Group	17 years
Asset Manager	Debbie Engen, Guardian Management LLC	40+ years
Compliance Manager	Allison Christenson, GRES	40+ years
Architect	Bill Bailey, Partner, Waterleaf Architects	36 years
General Contractor	Alex Coleman, R&H Construction	40 years
Utilities Engineer Analyst	Scott Sinner	22 years
Resident Services	Anna Geller, GSA President	12 years

The developer team has 64+ years of experience between the presidents of both GSA & GRES. The grant application writers have 40 years of combined experience. Detailed team qualifications, including resumes, listings of prior development experience and recently completed projects, as well as current pipelines are located in the Development Team Experience under Attachment 6.

Community Engagement

Please summarize community engagement to inform project outcomes to support the needs of future residents. This could include engagement conducted previously by the LIP or developer to shape the goals of a NOFA or vision for a project. It could also include plans for further engagement to inform the design or programming of the project to meet the needs of historically marginalized community members.

Between 2018 and 2019, GSA held 8 meetings with TriMet regarding the site to discuss density and quality design. TriMet is very invested in this property and interested in recognizing this development as a catalyst to the surrounding Urban Renewal Area that it hopes will sprout in neighboring sites, contributing to an increase in use of the Max Green Line. GSA also conducted the following meetings with partners, as follows:

1. May 1, 2019 - Met with HACC, Jill Smith regarding project-based voucher possibilities and to obtain feedback on local area service providers.
2. May 2, 2019 -Meeting with Margaret Salazar regarding permanent supporting housing potential for FRS.
3. May 6, 2019 – Met with Unite Oregon regarding FRS programming, site and planning.
4. May 6, 2019 – First meeting with JOIN regarding tenant retention services for homeless populations.
5. May 14, 2019 – Meeting with Oregon Food Bank staff to present FRS.
6. May 20, 2019 – Toured with IRCO staff through all three existing projects developed and

operated by GSA in Clackamas County to provide an idea what FRS would be like; to obtain feedback on initial community area design drawings at FRS and to present concepts for classroom space for IRCO's multilingual parenting classes.

7. July 11, 2019 – Held presentation with drawings and exhibits at GSA-operated Summer Food Program for all attendees, including Q and A session.
8. July 14, 2019 – Met with Dan Chandler, Assistant County Administrator, at the FRS site and discussed his thoughts on what was needed at the site, and the status of our planning.

Once sketch plans were completed, GSA held formal and informal engagements with potential residents, community members, service providers and public and civic organizations, to gain insights as to the needs of the most vulnerable in our community.

Key themes of needs and wants arose from these meetings: affordability, housing for families, access to employment and skills development and safety.

Key requested features, now included at FRS, were green spaces for children, accessibility, places that exude respect, self-efficacy and dignity in support of community building, educational opportunities to escape poverty, youth services, access to nutrition and food, building common ground to relate to neighbors and make friends.

GSA has frequent contact with residents, neighbors and its long-term outreach partner, the North Clackamas School District. These meetings provided helpful guidance through several of GSA's special events and has led to some of GSA's most successful accomplishments – amenities that will be well used and appreciated by residents such as locked bike storage, irrigated community gardens with equipment, tools and garden shed and a natural playground.

GSA also held 3 formal presentations at each of its existing Clackamas County developments, conducted during the planning and design phases of FRS. GSA gathered valuable resident and neighborhood input and passed out community surveys to determine necessity of each planned or considered amenity. GSA regularly asks its residents to fill out satisfaction surveys and provide input as to their current and anticipated needs.

Additionally, GSA regularly hosts resident outreach programs that are open to the neighborhood and advertised to the entire community via multi-lingual flyers. Each summer (pre-COVID) GSA plans and hosts Harvest Share, a free food market, provided in collaboration with a local church, the Oregon Food Bank and GSA summer staff. GSA consistently hires 12-15 bi-lingual staff, typically recruiting from the local high school or community college. Additionally, it provides space and staff for a Free Food Market led by the Oregon Food Bank. For the past 5 years GSA, in collaboration with the Food Bank, sets up a weekly farmer's market-like space for the community and residents. GSA widely advertises the program at all its buildings and throughout the neighborhood. Diverse, multilingual families of varied ethnic backgrounds attend to pick up free fresh fruits and vegetables along with shelf stable milk and bread. It is not unusual to have daily attendance of more than 500 people in the span of a few hours. Many families line up well in advance of opening, which has created time for GSA to discuss FRS with the community. While attendance is multi-ethnic, Spanish speaking turnout runs about 40% of total attendees. As GSA engages with attendees and their children, it learns about the current daily worries, struggles and needs of some of the most vulnerable families.

Note: Outreach strategies for affirmative marketing and COBID participation should be described in the following section under “advancing racial equity.” This section is focused on engagement to inform the goals, vision, design, or programming of the project.

Advancing Racial Equity

Summarize how the project will address strategies and policies for advancing racial equity, as described in your local implementation plan. Be sure to include:

- *How the project location reflects considerations related to racial equity (e.g., geographic distribution of affordable housing, access to opportunity, strategies to address racial segregation, and strategies to prevent displacement and stabilize communities)*

Outreach Strategies for Affirmative Marketing: Three other properties developed and operated by GSA are within one mile of FRS. We’ve learned from neighbors and residents that many have been turned away from leasing apartments in the area, which provide few large units. Primary anecdotal reports for denials are: racism against people of color; household size in relation to the number of children; and language barriers with property management staff. FRS’ leasing activities rely on the commitment to affirmatively further fair housing.

Guardian Real Estate Services’ marketing outreach will be to engage with communities of color, organizations servicing people with disabilities and marginalized communities such as non-native English speakers through public, civic and religious organizations in the area, frequented by those least likely to apply. For example, there are many service providers, public, community and civic organizations that meet the needs of immigrant families, minorities, people with disabilities and families with children.

GLAD has entered into a MOU with Dev NW and JOIN. Dev NW is an organization that serves youth exiting the foster care system. JOIN serves houseless individuals and families in Clackamas County. Guardian’s marketing team will work closely with these organizations through the low barrier screening criteria included in each of the MOUs. In addition to the low barrier criteria, the lease-up plan is specific as to how adverse credit, rental, and legal histories and very limited income are to be evaluated to screen people *into* the building. The leasing plan details working with CHA and the County’s systems to appropriately lease up the 25 PBV units, with a focus on long term stability of the families and individuals.

At least one month before we begin the pre-leasing process, we will reach out to the organizations serving underserved populations in the local community, and market the property, networking with them and making sure their clients are informed of the new housing opportunity.

Applicants and residents will be provided with linguistically appropriate communications. Site management and staff will be trained in understanding FRS’s population focus, fair housing policies, diversity, equity, inclusion and essential anti-racist perspectives and behaviors. FRS ownership and property management will make every effort to hire staff and vendors representative of the FRS projected resident community. FRS and GRES will conduct annual assessments to gauge the efficacy of the marketing and outreach strategies, along with the screening and lease up processes. GSA will engage persons of color to learn the quality of their intake experience at the property and their observations regarding barriers or other obstacles. Reviews will be conducted and adjustments will be made from time to time, to better reach the target populations, including persons of color. Staff of varying cultural and linguistic roots help GSA to ensure equitable access will be the norm.

Through its four years of planning and vetting, FRS has been at the forefront of leading with racial equity in the following ways:

1. consistent history of community engagement programs that reach diverse groups within the County;
2. locating this development within walking distance from MAX transit and a recreational/commuter bike path, grocery stores, schools, medical facilities, and a myriad of other community supports and services;
3. thoughtfully considered and vetted low barrier tenant screening and marketing plans that focus on the pressing needs of homeless families with children and diverse communities in the County;
4. resident and supportive services that have been sensibly planned and meet the needs of the most vulnerable populations, and
5. a detailed plan to achieve at least 20% COBID certified subcontractor participation and 20% COBID certified professional services participation. For more detail, please see Equity Plan in Attachment 7.B.

FRS meets the needs of marginalized populations. The unit mix meets the unmet needs of communities of color, large families with children, multigenerational, homeless families that may have been or are at risk of separation due to impending homelessness, or groups of people that present themselves as families. Our working definition of “family” is: any group of people that present together and identify themselves as a family, regardless of age or relationship or other factors, are considered to be a family and must be served together as such. Family includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, any group of persons presenting for assistance together with or without children and irrespective of age, relationship, or whether a member of the household has a disability. Additionally, our definition of “family member” is: any member of a household as defined or identified by the household, and is not limited to persons related by birth, adoption, or marriage. A child who is temporarily away from the home because of placement in foster care is considered a member of the family.

FRS is designed as a community of opportunity. Its focus is pragmatic, concerned with building a positive and resilient community. The housing units are the shell and shelter focused on the needs of its future residents, crafted with care to elevate and preserve dignity in the lives of its occupants.

This project will be the culmination of a tri party public-private partnership between the developers, TriMet and both METRO and the County, through HACC, Economic Development and other branches of County government. It actively leads with racial equity to rectify the well documented historical legacy of disenfranchising people of color in the County. High density development, like the subject, that are transit oriented, contribute to parking reduction and reduced reliance on single-occupant vehicle use, and access to services that enrich the lives of those in need cannot happen if not for the vision, drive and commitment of those who keenly understand personally and professionally what a difference these units will make in the lives of the future residents, the neighborhood, and this unincorporated area of the County.

- *Fair housing strategies to eliminate barriers to housing access for communities of color and other historically marginalized groups (e.g., fair housing marketing strategies, community partnerships, low barrier screening, etc.)*

As HACC recognized in the NOFA literature, the housing stock in the County is focused on smaller units, leaving families with 2 or more children or multigenerational families out of the market. Thus, larger families face higher barriers to housing, as do people with disabilities. Further, people with disabilities that have a support animal are targets for fair housing discrimination or potential harassment by uninformed landlords. As evidenced by its design

and programming, the building is physically ideal to accommodate 82 families. The design meets ADA requirements and all units are adaptable for residents with a disability. FRS has 5 units that are Section 504 accessible for people with a physical impairment, and 2 units target people with sensory impairments. In addition, FRS has 2 elevators and all the units have been designed to be accessible through wider doorways and walk throughs and floor area turnarounds. FRS has 25% of the affordable units targeting permanent supportive housing for homeless households.

FRS has executed MOUs with JOIN (15 units) and Dev NW (7, up to 10 units, or more). FRS has a draft MOU with the Continuum of Care that has been agreed upon in principle by both parties, which provides for the remaining 3 units not spelled out in the MOUs with JOIN and Dev NW. FRS's permanent supportive housing program is built with flexibility in mind, given that population categorizations are fluid. Both Dev NW and JOIN serve homeless populations, including foster youth who have recently exited or are in the process of exiting the system. Homelessness disintegrates families, displacing individuals through more distant networks, foster care, and for a limited time, friends and distant relatives. Thus, the needs of homeless families with children is often underreported, with many families broken up by the time individuals reach out for social services. The need to combat homelessness in general is well documented, and in the County is a direct result of lack of affordability and a short supply of family units. Foster youth may be one of the hardest to house groups, not least because there is limited funding for this often-unseen population. Though Oregon invests considerably in fostering children, without stable housing for transition out of the system, that investment can be lost. Traumatic transitions to adulthood can, and often do, scar the individuals in many ways. According to USC's Homelessness Policy Research Institute the psychological effects of homelessness on young, still developing brains can have life-long and life changing deleterious effects on an individual¹. FRS will provide the housing and supports necessary for youth in transition from an institutionalized system to adulthood, in an environment that is safe, clean, and supportive. FRS has executed and MOU with Dev NW and hopes to exceed the MOU's targets as this property comes online.

For the 25 Project-Based Section 8 Vouchers specifically, FRS will work productively to fill those units from the County's Coordinated Housing Access (CHA) system in collaboration with the HACC's waitlist process.

FRS has been in the predevelopment stage for 18+ months. Through consistent vetting with service providers, vendors, lenders, investors and the development team, FRS' framework has been to provide permanent supportive housing in a mixed population setting.

- *Strategies to include economic opportunities for people of color(e.g., MWESB/COBID participation and workforce diversity)*

Partnerships and Services

Provide information about plans and partnerships for ongoing operations, including property management partner(s) or service providers. Describe strategies for aligning culturally specific programming or services to meet the needs of future residents.

FRS and its partners are committed to actively targeting and addressing equity, inclusion, and racial disparities for residents, staff, and the community. If English is not the household language, property management will make every effort to find ways to communicate to those

¹socialinnovation.usc.edu

renters in their first language. Please also refer to our inclusionary marketing and leasing plan discussed above.

FRS has selected its partners with a focus on depth of expertise in addressing individual and family needs effectively, to end cycles of homelessness and poverty and create the support for all members of the family to thrive. In 2016, JOIN identified becoming an anti-racist organization as a new strategic goal. Since then, it has diversified staff to reflect the communities they serve more accurately. Its retention team offers bi-lingual and bi-cultural services in Spanish and relates more effectively with clients. JOIN monitors placement and retention numbers, adjusting services and strategies to be more culturally relevant, and partnering with culturally specific agencies, to address racial disparities on the street as well as the unique ways in which communities of color experience homelessness. It actively solicits feedback from clients as well as partner agencies with a focus on the cultural relevance of services. Dev NW's services, including case management, are available in English and Spanish. Clients are informed the services offered, and their delivery, can be reasonably modified at any time to meet their needs. The youth placement program uses a housing-first model and had very minimal barriers to entry. Case workers work with clients to overcome rental history or criminal histories that present challenges to identifying adequate housing. Staff are trained in fair housing law, which helps to ensure clients don't face discrimination in housing.

To date, FRS' supportive services are designed as a collaborative process between GSA, the resident services provider, asset management, GRES and supportive services providers. GSA, will meet regularly throughout the year with its MOU partners and assess how effective to residents are the resident and supportive services; what other supports are needed on and off site for their work to be delivered responsively, and any adaptations that may need to be made. Gathering feedback regularly from those closest to the residents will inform timely planning efforts, services designs and adjustments as well as insuring intense and effective collaboration for seamless, individualized delivery of both resident and supportive services. In addition to the resident services planned formally through NCSD, Summer Food, Harvest Share, or more ad hoc through IRCO's parenting classes, Dev NW's asset building, budgeting and IDAs, FRS is leveraging the expertise and partnership networks of our supportive services providers. This opens relationships with the following groups: CSC, County's Continuum of Care, DHS, the Juvenile Dept., OYA, OHP, SNAP, WorkSource, NARA, Urban League of Portland and El Programa Hispánico.

Anticipated Timeline

Describe the anticipated timeline and milestones for the project, including developer or contractor selection, concept endorsement, due diligence, final approval, closing, construction, and lease up – as well as any timelines related to community or elected body engagement.

The Metro Bond funding is the last public source needed for FRS' capital stack. As soon as concept approval is granted, the development team is prepared to move full speed ahead toward financing closing. Construction plans are 90% complete and all zoning approvals have been obtained. Permits have been applied for December 2019. We are currently mobilizing our design and construction teams toward a closing date of August 27, 2020, and construction start of August 28, 2020.

See attached development timeline.



CLACKAMAS SERVICE CENTER

FRED MEYER

WALGREEN'S

TRADER JOE'S

LEGACY GOHEALTH URGENT CARE

VILLAS MARKET

STANTON OPTICAL

MORROW BROTHERS

ASPEN DENTAL

LEO'S MINI MARKET

HAWTHORNE PARK

KING SMILE DENTAL

PETSMART / BANFIELD PET HOSPITAL

MULTI-USE PATH

RIVER CITY EYE CLINIC

CLEARVIEW MRI

MOUNT SCOTT SURGERY CENTER

ALTAMONT PARK

1/4 MILE RADIUS

1/2 MILE RADIUS

FULLER ROAD STATION MAX GREEN LINE

FULLER STATION HOUSING SITE

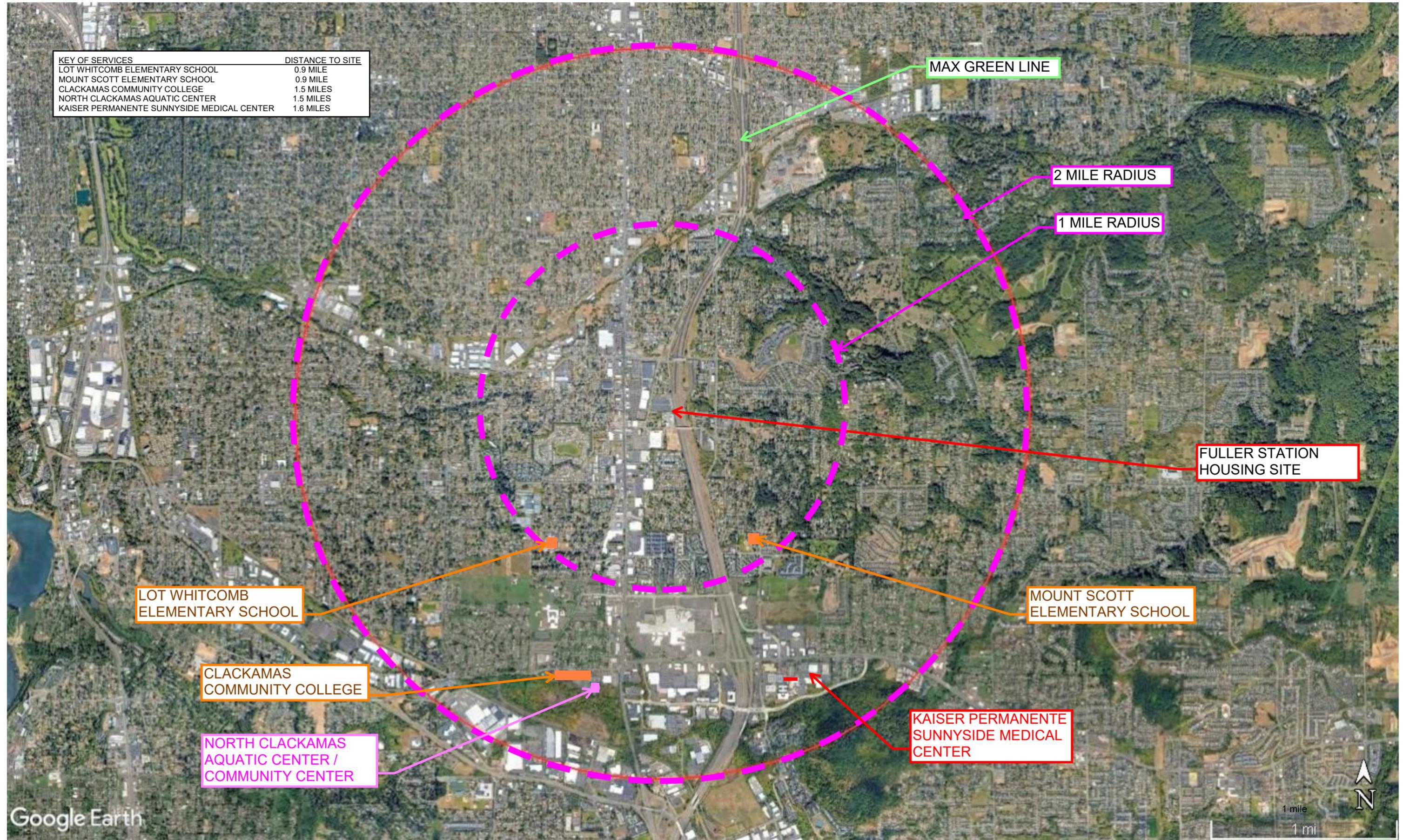
I-205 FREEWAY

WALMART

KEY OF SERVICES	DISTANCE TO SITE
CLACKAMAS SERVICE CENTER; FOOD, CLOTHING, HEALTHCARE	0.5 MILE
FRED MEYER; GROCERY, CLOTHING, PHARMACY, BANK, MONEY TRANSFER	0.5 MILE
WALGREEN'S; DRUGSTORE, GROCERY, PHARMACY	0.3 MILE
TRADER JOE'S GROCERY	0.3 MILE
LEGACY GO HEALTH URGENT CARE	0.3 MILE
PETSMART PET SUPPLIES BANFIELD PET HOSPITAL	0.2 MILE
VILLAS MARKET GROCERY	0.2 MILE
STANTON OPTICAL EYE CLINIC	0.2 MILE
MORROW BROTHERS PRODUCE MARKET	0.2 MILE
ASPEN DENTAL	0.2 MILE
WALMART; GROCERY, CLOTHING, PHARMACY, MONEY TRANSFER	0.1 MILE
LEO'S MINI MARKET GROCERY	0.5 MILE
KING SMILE DENTISTRY	0.5 MILE
RIVER CITY EYE CLINIC	0.3 MILE
CLEARVIEW MRI	0.4 MILE
MOUNT SCOTT SURGERY CENTER VISION CARE	0.3 MILE

800 ft

KEY OF SERVICES	DISTANCE TO SITE
LOT WHITCOMB ELEMENTARY SCHOOL	0.9 MILE
MOUNT SCOTT ELEMENTARY SCHOOL	0.9 MILE
CLACKAMAS COMMUNITY COLLEGE	1.5 MILES
NORTH CLACKAMAS AQUATIC CENTER	1.5 MILES
KAISER PERMANENTE SUNNYSIDE MEDICAL CENTER	1.6 MILES



MAX GREEN LINE

2 MILE RADIUS

1 MILE RADIUS

FULLER STATION HOUSING SITE

LOT WHITCOMB ELEMENTARY SCHOOL

MOUNT SCOTT ELEMENTARY SCHOOL

CLACKAMAS COMMUNITY COLLEGE

NORTH CLACKAMAS AQUATIC CENTER / COMMUNITY CENTER

KAISER PERMANENTE SUNNYSIDE MEDICAL CENTER

FORM E – PROPOSED PROJECT SCHEDULE

Project Name: Fuller Road Station Family Housing Schedule Prepared Date: April 14, 2020

Activity	Proposed Date (month/year)*	Revised Date (month/year)*	Completed Date (month/year)*
SITE			
Option/Contract executed			Oct 5, 2018
Site Acquisition	Aug 27 2020		
Zoning Approval			Sept 5, 2019
Site Analysis			Dec 5, 2018
Building Permits & Fees	April 27, 2020		Dec 4, 2019*
Off-Site Improvements	Aug 28, 2020		
PRE-DEVELOPMENT			
Plans Completed	April 2, 2020		
Final Bids	July 7, 2020		
Contractor Selected			November 2019
FINANCING			
Construction Loan:			
Proposal	April 13, 2020		
Firm Commitment	May 5, 2020		
Closing/Funding of Loan	Aug 27, 2020		
Permanent Loan:			
Proposal	April 13, 2020		
Firm Commitment	June 5, 2020		
Closing/Funding of Loan	Feb 1, 2022		
DEVELOPMENT			
Syndication/Partnership Agreement (LIHTC)	Aug 27, 2020		
Construction Begins	Aug 28, 2020		
Construction Completed	Oct 1, 2021		
Certificate of Occupancy	Oct 1, 2021		
MARKETING			
Lease Up Begins	Aug 1, 2021		
Lease Up Completed	Jan 1, 2022		
Absorption (units per month)	33.33 units	*Submitted Permit Set to County	



Good Shepherd Village New Construction Narrative

Concept endorsement

Project Overview

Provide a general overview of the proposed project, including the requested amount of bond funding from Metro, the size of the site and its ownership status, any existing buildings and their current/past use, and high level financing structure for the project.

In 2012, the Brockamp Family donated 11 acres in Happy Valley to Catholic Charities of Oregon (CCO) with the intent that the land would be developed as affordable housing. The \$18,330,000 requested from Metro provides a great opportunity to fulfill this dream. The property offers a beautiful four-acre natural area in the northeast part of the site, focusing development to approximately seven acres. As the affordable housing arm of CCO, Caritas Community Housing Corporation plans to develop 141 affordable units on the property, referred to as Good Shepherd Village (Good Shepherd Village LLC is also the name of the entity created by CCO to hold this real estate asset), which will be the first Affordable Housing development in the City of Happy Valley. The property currently holds one single-family home utilized by the Brockamp Family, which will be removed as part of the development (the Brockamp Family will have a designated unit in the new development, in addition to the noted 141 affordable units).

The project meets Clackamas County’s financing priorities through efficient and appropriate use of funds by leveraging Bond sources with significant 4% LIHTC equity, private financing and grants, OHCS Multifamily Energy Program grants, donated land, as well as city development bonuses and fee waivers. Further, while the developer fee is within OHCS and Bond guidelines to maximize eligible LIHTC basis and equity, a significant portion will be contributed back to the development sources in the form of a Sponsor Loan contribution.

Preliminary Development Program

Describe the planned development program including but not limited to number, size, and affordability of units; non-residential space, parking, and amenities; and total square footage.

Complete the below table summarizing unit breakdown. Add/delete rows as needed. Caritas Community Housing Corporation plans to develop 141 affordable units on the property. The three-bedroom units and several of the two-bedroom units will be focused in two smaller, three-story buildings each surrounding a small courtyard. A third, four-story building will house all of the studios, one-bedrooms, and remaining two-bedrooms, as well as secure bike parking, laundry facilities, a community room, and office space for resident and supportive services. In total, the buildings are expected to be 127,610 SF, with 24,500 SF of open space/common area. There will be no non-residential areas within

the development – all common areas and office spaces will support residents. The site will include on-site parking (both off-street and on-street) and outdoor gathering and play areas. The design incorporates trauma-informed design principles, universal design, and sustainable design elements that will meet Earth Advantage Certification goals.

Unit size (no. of bedrooms)	No. of units	AMI %	PBVs	Square feet/unit	Gross monthly rent/unit
Studio	8	30%	8	400	\$483
Studio	4	60%	0	400	\$967
1-bed	22	30%	12	550	\$518
1-bed	28	60%	0	550	\$1036
2-bed	19	30%	5	850	\$621
2-bed	41	60%	0	850	\$1243
3-bed	9	30%	5	1080	\$718
3-bed	10	60%	0	1080	\$1437
Brockamp Unit	1	N/A	0	1080	\$0
Total	142		30		

Background

Describe the process and timeline for how project was selected through a local funding process, and how the site was selected or acquired for affordable housing development. Provide an overview of due diligence and predevelopment completed to date.

Catholic Charities of Oregon (CCO) received the project site, located at 12596 SE 162nd Avenue, Happy Valley, OR 97086, as a donation in 2012 from the Brockamp Family and created Good Shepherd Village LLC as the entity to hold this real estate asset. As the housing arm of CCO, Caritas Community Housing Corporation will be the sponsor and developer of the project. The attached Bill of Sale and Bargain and Sale Deed reflect this.

Although the site will require a rezone in order to develop the proposed project, the new zone is consistent with the city’s Comprehensive Plan for the property. To date, the development team has already held a Pre-Application meeting with the City of Happy Valley and had a follow-up meeting with City Planners to discuss timeline and process related to the required rezone in anticipation of this funding application. The attached letter from the Planning Manager, Joseph Briglio, outlines the process and timeline for the rezone and expresses alignment with the proposed new zone with City plans. The team has an existing site survey that we plan to update after award and have also reviewed and discussed relevant design standards for the City of Happy Valley which are considered in the proposal.

Additionally, with the assistance of our planning consultant, OTAK, and development consultant, HDC, we have done a preliminary review of the National Wetlands Inventory and Local Wetlands Inventory, and received input from a civil engineer water, sanitary, and grading of the site.

Lastly, the team has started to procure proposals for additional due diligence and pre-development activity in anticipation of a funding award.

Location and Neighborhood [word limit: 100]

Describe the project location and surrounding zoning, land uses and activities. Describe any nearby services or community amenities, including schools or employment centers, grocery stores or farmer's markets, natural areas or parks. Describe walking distance and accessibility (e.g., sidewalks, signalized crossings) to nearby transit stations, and the existing/planned level and type of transit service (e.g., frequent service bus, MAX, etc.).

Provide an aerial map with key transit and amenity features labeled, along with the site location.

Immediately adjacent lots are all mixed-use residential in the Rock Creek Area Comprehensive Plan designations, with a current zoning a mix low-density (R-10) up to high-density residential (MUR-A). Adjacent uses are residential (mix of single-family and several new planned developments with a mix of single- and multi-family development). The proximity map below provides an overview of some of the nearby amenities and services, including:

- » **Public Transit:** within ¼ mile and less than 1 mile
- » **Grocery and Drug Store:** two grocery stores and a pharmacy within ¼ mile.
- » **Medical Services and Library:** Providence Clinic within ½ mile and Public Library within 1 mile.
- » **Public Schools:** two public elementary schools within 1 mile.
- » **Parks and Recreation Areas:** multiple parks and recreation areas for public access within ¼ mile of the site

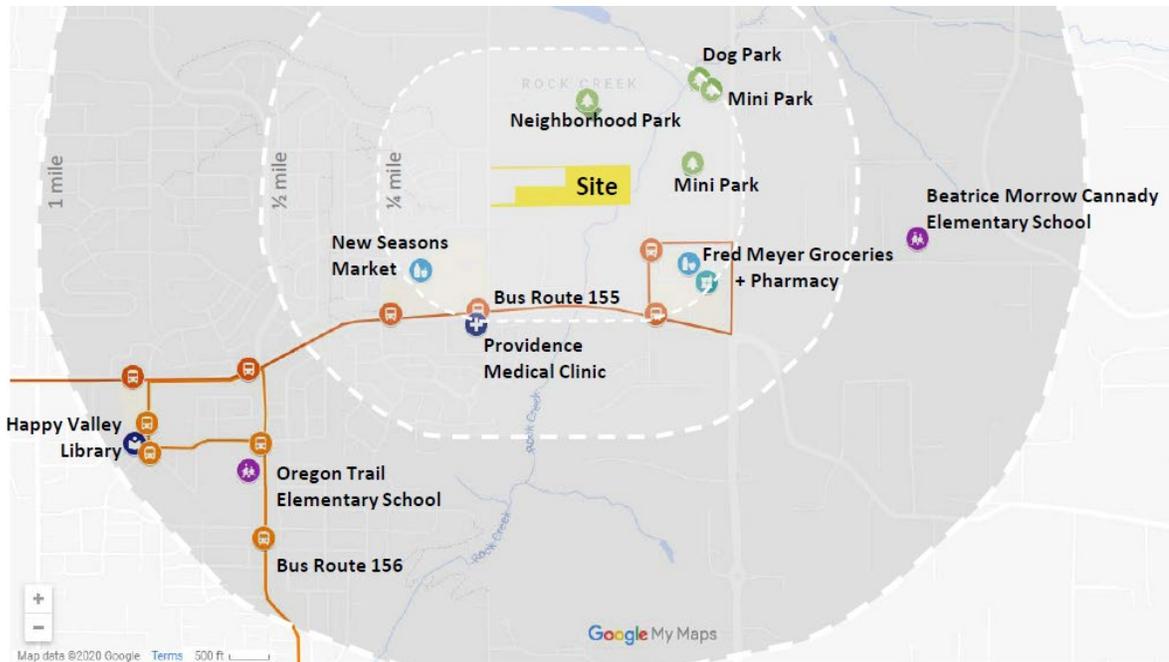


Figure 1: Site Location and Proximity Map

Site [word limit: 300]

Describe key elements of the site including size, number of tax lots, site control/ownership, appraisal, and zoning. If the site includes existing buildings, provide an overview of the year they were built, past/current use, and future plans as part of the project.

Catholic Charities of Oregon (CCO) received the 11 acre project site, located at 12596 SE 162nd Avenue, Happy Valley, OR 97086, (tax lot 23E06BB00300) as a donation in 2012 from the Brockamp Family. CCO created Good Shepherd Village LLC as the entity to hold this real estate asset. As the housing arm of CCO, Caritas Community Housing Corporation will be the sponsor and developer of the project. The attached Bill of Sale and Bargain and Sale Deed reflect this.

Although the site will require a rezone in order to develop the proposed project, the new zone is consistent with the city's Comprehensive Plan for the property. The attached letter from the Planning Manager, Joseph Briglio, outlines the process and timeline for the rezone and expresses alignment with the proposed new zone with City plans. The site currently holds a single-family home that will be removed ahead of construction of the proposed project. The home currently is used by the Brockamp Family, and per the agreement with the family, the new development will provide one unit for use by the family.

Project Financing

Describe the estimated total development cost, cost per unit and cost per gross square foot. Provide a table summarizing planned sources and uses of funding. Summarize funding contributions and any local incentives or policies benefiting the project (e.g., SDC waiver, property tax abatement, density bonus, reduced parking requirements, etc.)

Total Development Cost: \$53,902,667

Cost Per Unit: \$379,596

Cost per gross SF: \$422.40

See attached Pro Forma for sources and uses

The project meets Metro financing priorities through efficient and appropriate use of funds by leveraging Bond sources with significant 4% LIHTC equity, private financing and grants, OHCS Multifamily Energy Program grants, donated land, as well as city development bonuses and fee waivers (parking is expected to meet City of Happy Valley codes and we have prioritized other development bonuses which have greater potential impact to the development costs).

Development Team

Describe the development team including the developer, general contractor, architect, and other key partners, and their relevant experience, respectively. If some members of the team are not yet selected as of the concept endorsement, this information can be added at the final approval step.

Caritas Housing + Catholic Charities of Oregon

As the housing arm of Catholic Charities of Oregon (CCO), Caritas Housing began working in 1998 to acquire, develop, rehabilitate, and manage permanent affordable housing for those in need of a home across the state. This now includes over 800 units of affordable housing across 20 properties statewide and nearly 200 units within Clackamas County. CCO also has a great breadth of direct service experience. In addition to providing services to residents at Good Shepherd once completed, we have the benefit of having housing and homeless services staff as well as residents, clients, and program graduates available to provide input on the project throughout the design and development process in order to ensure residents needs are thoughtfully considered and integrated all along the way.

Caritas' Housing Team has decades of collective affordable housing development and management experience in addition to backgrounds in construction management, design, and city planning. Caritas has successfully acquired, developed, and operated properties using a wide variety of affordable housing finance sources, including (but not limited to): LIHTC, HOME, CDBG, USDA Rural Development financing, HUD Section 811, and more. Additionally, Caritas has experience developing and operating properties utilizing referrals from Coordinated Access programs in Clackamas County and elsewhere, and with rent subsidy programs, including tenant- and project-based Section 8, VASH, and USDA Rural Development.

Housing Development Center

Caritas has partnered with the Housing Development Center (HDC) to provide support throughout the project, starting with feasibility analysis in 2017, continuing through financing, construction, and lease up. HDC has been providing technical expertise to affordable housing developers since 1993 – helping create and preserve over 7,000 affordable homes since then, including Caritas' recent rehabilitation and expansion of the Molalla Gardens property.

MWA Architects

MWA brings over 30 years of experience and strong expertise in multi-family affordable housing design. The project team has a strong people-first focus in their designs, with experience working on affordable housing developments in jurisdictions across the Pacific Northwest. Flexibility in design is a critical component to exploring the feasibility and programming of a project. MWA's experience navigating project variables through a variety of affordable housing projects gives them a solid base of knowledge related to design, materials, maintenance, and durability and the appropriate balance between each of these.

WALSH Construction

Formed in Portland in 1961 and incorporated in 1974, WALSH has earned a solid reputation based on fair business practices, safety, teamwork and cooperative problem-solving. Through 58+ years of experience with wood-frame construction, WALSH has determined how systems, materials and construction practices can provide a high degree of value to building owners, specifically non-profit organizations providing housing for low-income residents. Proper construction and diligent communication, with attention to details, are critical. Throughout their history, WALSH has partnered with local organizations to build and

renovate affordable housing in the Pacific Northwest. Their affordable housing experience covers a wide range of project types and locations throughout Oregon and Washington. WALSH is passionate about affordable housing - having built over 30,000 units in partnership with over 35 different non-profit housing organizations throughout the Northwest. WALSH has experience with, and is prepared to meet, the requirements specific to LIHTC, Bond, and other types of funding, as well as prevailing wage requirements anticipated for this project. Their extensive experience working on projects through LIHTC and other State and Federal tax credit programs allows for strategic collaboration with the rest of the project team to efficiently utilize state and federal credits.

Quantum Residential

Quantum Residential has been managing affordable communities throughout Oregon for 30 years. Quantum currently works with 6 different housing authorities (including HACC and Home Forward) and numerous non-profits which encompass a broad spectrum of affordable programs. This includes but is not limited to local funding, PBV subsidy, and LIHTC.

Quantum's experience also includes over 20 years managing properties with Permanent Supportive Housing units, as well as over 30 years of experience of managing properties with multiple layers of funding and compliance requirements.

Community Engagement

Please summarize community engagement to inform project outcomes to support the needs of future residents. This could include engagement conducted previously by the LIP or developer to shape the goals of a NOFA or vision for a project. It could also include plans for further engagement to inform the design or programming of the project to meet the needs of historically marginalized community members.

Note: Outreach strategies for affirmative marketing and COBID participation should be described in the following section under "advancing racial equity." This section is focused on engagement to inform the goals, vision, design, or programming of the project.

Caritas greatly values incorporating engagement and input from the community as well as populations that reflect the intended residents of a development. As such, this will be a key step as the project progresses and as we refine the site plan and unit and building designs. Already, the unit mix, amenities, services, and target populations have been informed by feedback from residents and management of Caritas' existing properties and from our ongoing partnership with El Programa Hispano. Caritas' existing properties, including Molalla Gardens and Sandy Vista (both in Clackamas County) include populations that are similar in income, family composition, and cultural background to target populations for Good Shepherd Village. In addition, Caritas has an existing referral agreement with El Programa Hispano at Molalla Gardens and other properties for survivors of Domestic Violence, which has also helped inform project plans at Good Shepherd Village.

Additionally, we are actively working with Portland State University students from the Masters' of Urban and Regional Planning program on a project which includes engagement with current Caritas Housing residents, program graduates, and others that

represent the populations that we plan to serve through this development. Their findings will provide a strong foundation for future refinement of the design.

For further outreach, we plan to coordinate with Catholic Charities' service programs and our culturally-specific project partners such as APANO and El Programa Hispano to conduct outreach and engagement specific to the design of this project. This will include at least one event/meeting for the design team to collect input and feedback on the design of the project.

We also plan to engage the surrounding community and neighbors early on for this development. This will include at least one open house for community members to learn about the project and provide feedback that will be incorporated as the project progresses. Examples of this on other Caritas projects have included door-to-door outreach with adjacent neighbors to raise awareness of Caritas/Catholic Charities and the planned project as well as related opportunities for input, open houses, small-group meetings with neighborhood groups and stakeholders to discuss specific topics, and regular updates via e-mail. Thus far, we have had several meetings with City Planners to understand both City requirements as well as learn about feedback from the nearby community for similar projects. This feedback from the community has been strongly considered in the early conceptual design presented in this application.

Advancing Racial Equity

Summarize how the project will address strategies and policies for advancing racial equity, as described in your local implementation plan. Be sure to include:

- *How the project location reflects considerations related to racial equity (e.g., geographic distribution of affordable housing, access to opportunity, strategies to address racial segregation, and strategies to prevent displacement and stabilize communities)*
- *Fair housing strategies to eliminate barriers to housing access for communities of color and other historically marginalized groups (e.g., fair housing marketing strategies, community partnerships, low barrier screening, etc.)*
- *Strategies to include economic opportunities for people of color (e.g., MWESB/COBID participation and workforce diversity)*

Catholic Charities of Oregon is called by a tradition of social justice to the work of equity and inclusion. CCO, inclusive of Caritas Housing, works to advance equity for immigrants, refugees, and people who are homeless and vulnerable, with a special emphasis on those who are not served by other providers. Good Shepherd Village will serve target populations with a broad range of needs based on our analysis of people living and/or working in Happy Valley. Priority populations include Communities of Color, particularly Asian and Hispanic/Latino households; Low- and extremely low-income households, including households who have experienced or are at risk of homelessness; Seniors; Veterans; and Families.

As with the region and state, Communities of Color are more likely than their white counterparts to experience poverty and homelessness. While the Clackamas County Housing Needs Analysis notes, "Happy Valley... [is] more racially diverse... compared to the State and County average," including an Asian population which represents just over 18% of the

overall population in Happy Valley, more than 50% of people experiencing poverty in Happy Valley are Asian. Further, nearly 6% of Happy Valley's population identifies as mixed-race (two or more races) and nearly 5% identify as Hispanic or Latino, the second largest Community of Color experiencing poverty. We have focused our partnerships to complement Caritas/Catholic Charities' areas of expertise and to align with the areas of need. This includes partnerships with Asian Pacific American Network of Oregon (APANO) and El Programa Hispano for outreach and engagement, lease-up, and services for residents. In addition to this, Good Shepherd Village will be the first Affordable Housing development within the City of Happy Valley, providing an important first step in providing affordable housing in an area that desperately needs it, while also creating an opportunity to provide stable housing in an amenity rich area for those that are most often displaced at a more rapid rate.

The Property Manager for Good Shepherd Village, Quantum Residential, brings over 30 years of experience managing properties, many of which focus on the priority populations for Good Shepherd Village. It is standard practice at Caritas' properties to conduct low-barrier screening in order to minimize challenges to access affordable housing. This baseline goal is adjusted to be appropriate for the target populations for each property. We know Communities of Color experience a vast array of barriers to accessing housing, including high and numerous rental application fees, lack of Social Security Numbers (SSN)/Cards, and/or limited rental and credit history, especially for new immigrants. While the screening criteria will not be formalized until after funding is committed, we will work closely with Quantum to be responsive to these types of barriers while acknowledging the important element of setting a clear and consistently applied policy to override the screening criteria. For example, criteria areas that will be assessed for the override policy include rental and criminal history reviews as well as income-to-rent requirements. Additionally, credit score minimums are never a factor in our lease-up processes, we are able to accept alternative forms of identification besides SSN, and as we have at other properties, we will work with partners to establish application fee assistance for their clients and referrals. We will also invite input from our project partners on ways to make screening criteria and leasing processes more approachable and responsive to Communities of Color and the barriers they face. Quantum also values reaching communities that historically have experienced barriers to accessing housing such as Communities of Color. This expertise will be key in our marketing and lease-up plan, as well as in ongoing management of the property. Quantum is committed to attaining these goals through the following:

- Working with resident services to help facilitate a farther and broader reach.
- Working with local culturally-specific organizations, including El Programa Hispano and APANO
- Working with the local VA and DHS offices for marketing and lease-up

In addition to Caritas' partnership with El Programa Hispano, APANO, the VA, and DHS for engagement and lease-up activities, we anticipate leveraging partnerships with local parishes for additional outreach to target communities. In particular, Our Lady of Lavang Parish has a predominantly Vietnamese congregation and is preparing to relocate from their current Portland property to the former site of the New Hope Community Church in Happy Valley, close to the Good Shepherd Village property.

Caritas has a firm commitment to supporting historically marginalized communities through our projects – this includes the workforce that is a part of making a concept become reality. We encourage our entire team to take seriously the goals of supporting minority- and women-owned businesses as well as emerging small businesses, as well as supporting and promoting a diverse workforce in their own industries and teams whenever possible. This is reflected in the successful outcomes from the St. Francis Park Apartments, which had the same project team as Good Shepherd Village – MWA Architects, WALSH, and Caritas/Catholic Charities. The project met or exceeded all workforce and MWESB/COBID goals and we are excited to apply these successes and lessons to Good Shepherd Village. While we expect differences between Good Shepherd Village and St. Francis Park Apartments due to the location, project scope, and associated subcontracting details, we are confident that we will meet all of the NOFA’s workforce and contracting equity goals, and we are committed to continuing to build partnerships and strategies that will allow us to exceed the targets. We already expect to surpass COBID-certified participation for professional services and are currently projecting to obtain at least a 25% participation rate. For COBID-certified subcontractor participation, WALSH anticipates several opportunities to increase participation beyond the NOFA goals, thanks to the mix in scale of buildings (with two smaller-scale 18-unit buildings and one larger 106 unit building), as well as the variety of site work that will need to occur on the large site, amongst other opportunities. Additionally, the team is committed to working with the local workforce board, Clackamas Workforce Partnership, to set local workforce goals and commitments.

Partnerships and Services

Provide information about plans and partnerships for ongoing operations, including property management partner(s) or service providers. Describe strategies for aligning culturally specific programming or services to meet the needs of future residents.

Caritas and Catholic Charities approach resident services differently at each of our properties according to the population, geography, and other needs of each property’s residents. As noted above, we plan to have a particular focus on reaching the Asian and Hispanic/Latino communities for this property as well as Seniors, Veterans, and people that have experienced homelessness. The RSC for the property will similarly focus on providing services that are reflective of these communities’ needs. Caritas also works closely with property management to hire on-site staff who are representative of and/or can connect with the resident population. Although the exact services will be refined and adjusted based on actual resident needs, examples from other properties with a similar mix of priority populations include:

- **Immigrant and Refugee Communities:** English language classes have been particularly beneficial for residents of properties where English is not residents’ first language -- especially for immigrant and refugee parents whose children are learning English in school, but the parents would not otherwise have access to language classes. In addition, Cultural Orientation classes, part of the CCO’s Refugee Services program, will be available to residents and are designed to introduce newly arriving refugees and others to everything American - from how to get a library card to coping with the depression related to culture shock. CCO’s Immigration Legal Services have hosted “Know Your Rights” workshops on-site for

other Caritas properties, something that was particularly beneficial recently as residents feared ICE sweeps targeting communities with large Hispanic/Latino populations. These would also be hosted at Good Shepherd Village as needed. (similar Caritas properties: Sandy Vista, Kateri Park, Esperanza Court)

We have also partnered with El Programa Hispano and Asian Pacific American Network of Oregon (APANO) to be culturally responsive resources for residents, both during development and after completion.

- **Seniors/People with Disabilities and Veterans:** Resources and support for independent living, organizing trips and transportation, and assistance with planning for changes in health or living needs, healthcare access/navigation and wellness checks. Additional services for these populations are anticipated to be provided by DHS and the VA in Clackamas County. See attached Letters of Support. (similar Caritas properties: Cedar Park Gardens, Caritas Plaza, Caritas Villa, Sacred Heart Villa)
- **Previously Homeless and/or extremely low-income:** Services ensure that residents maintain stable housing, connect them employment and benefit assistance, and facilitate connections with food pantries or health care (including hosting health screenings and/or food pantries at the property) (similar Caritas properties: Kateri Park, St. Francis Park, Kenton Women’s Village)
For Permanent Supportive Housing units, we will provide services utilizing a Housing First model with assertive engagement, trauma-informed care, and a strengths-based approach to case management.

Anticipated Timeline

Describe the anticipated timeline and milestones for the project, including developer or contractor selection, concept endorsement, due diligence, final approval, closing, construction, and lease up – as well as any timelines related to community or elected body engagement.

See attached Development Timeline



Maple Apartments New Construction Narrative

Concept endorsement

Project Overview

Provide a general overview of the proposed project, including the requested amount of bond funding from Metro, the size of the site and its ownership status, any existing buildings and their current/past use, and high level financing structure for the project.

A partnership between Community Development Partners and Hacienda CDC, Maple is a new construction, multi-building complex set around a gracious central green space that will be designed as a publicly accessible park. Located minutes from the Clackamas Community College campus in Oregon City, the 5-acre site rests on a hillside abutting a quiet residential neighborhood to the east and overlooking retail and commercial amenities to the west.

Designed with agricultural worker, immigrant, and low-income Oregon City families in mind, all units are a mix of 1-, 2-, 3- and 4-bedrooms, with 75% being two-bedrooms and larger, in 3-story walk-up buildings of Type V construction. Buildings are envisioned to be approximately 35'-40' tall with pitched roofs.

The site design will support a series of amenities within a park-like setting, preserving several clusters of existing mature trees. Site amenities include community garden space, walking paths, children's play areas, outdoor picnic/BBQ areas, and 174 surface parking spaces. The project also includes a community room with spaces for a movie/game room, book share library, computer stations, a demonstration kitchen area for events/classes.

The project is also intended to provide housing and wrap around services for Oregon City's homeless and at-risk residents. 42% of Maple's units are set aside for individuals and families making 30% or below the area median income. Additionally, 12 units are set aside for agricultural workers and their families through an award of Agriculture Workforce Housing Tax Credits.

Through a partnership with Northwest Housing Alternatives (NHA), Maple will also set aside 9 units for individuals and families transitioning out of homelessness. These units will include support services through NHA in addition to services provided by Hacienda's Youth and Family Services division.

The project will be managed by Guardian Real Estate Services and resident services will be led by Hacienda Youth and Family Services.

Maple has received LOIs from Key Bank to provide permanent debt and R4 Capital to provide tax credit equity.

Preliminary Development Program

Describe the planned development program including but not limited to number, size, and affordability of units; non-residential space, parking, and amenities; and total square footage.

Complete the below table summarizing unit breakdown. Add/delete rows as needed.

Unit size (no. of bedrooms)	No. of units	AMI %	PBVs	Square feet/unit	Gross monthly rent/unit
1	24	30%	24	549	\$495
1	18	60%		549	\$990
2	29	30%	29	796	\$594
2	25	60%		796	\$1,188
3	17	30%	17	1,027	\$686
3	49	60%		1,027	\$1,371
4	9	60%		1,300	\$1,530
Total	171		70		

Site amenities include community garden space, walking paths, children’s play areas, outdoor picnic/BBQ areas, and 174 surface parking spaces. The project also includes a community room with spaces for a movie/game room, book share library, computer stations, a demonstration kitchen area for events/classes.

Background

Describe the process and timeline for how project was selected through a local funding process, and how the site was selected or acquired for affordable housing development. Provide an overview of due diligence and predevelopment completed to date.

CDP has been looking to provide more affordable housing in Clackamas County, so we were ecstatic at the opportunity to compete for funding through the Housing Authority of Clackamas County’s Metro Bond NOFA when it was released in January. Once the application was released, we focused on two main objectives; finding an attractive piece of land and finding an appropriate development partner.

After doing a detailed analysis on ten available sites in Clackamas County for their suitability and proximity to services and amenities, we settled on the Maple property. In March of this year CDP signed a Purchase and Sale Agreement with the owner. During that time, we also began communications with Hacienda Community Development Corporation, our development partner on a project in Gresham, about being co-developers as well as service providers on the project.

Once these pieces fell into place we reached out and got Letters of Interest from Key Bank to provide permanent debt and R4 Capitol to provide tax credit equity.

To date, CDP has contracted with a construction manager to coordinate the pre-development process, a general contractor to provide pricing estimates, an architect to provide preliminary design, a geotechnical engineer to provide a preliminary soils report, an environmental engineer to provide a Phase I environmental report, surveyors to complete an ALTA survey, a traffic engineer to provide traffic analysis, and a civil engineer to help coordinate civil

engineering, utilities and stormwater development. CDP has also engaged the City of Oregon City in an early assistance meeting.

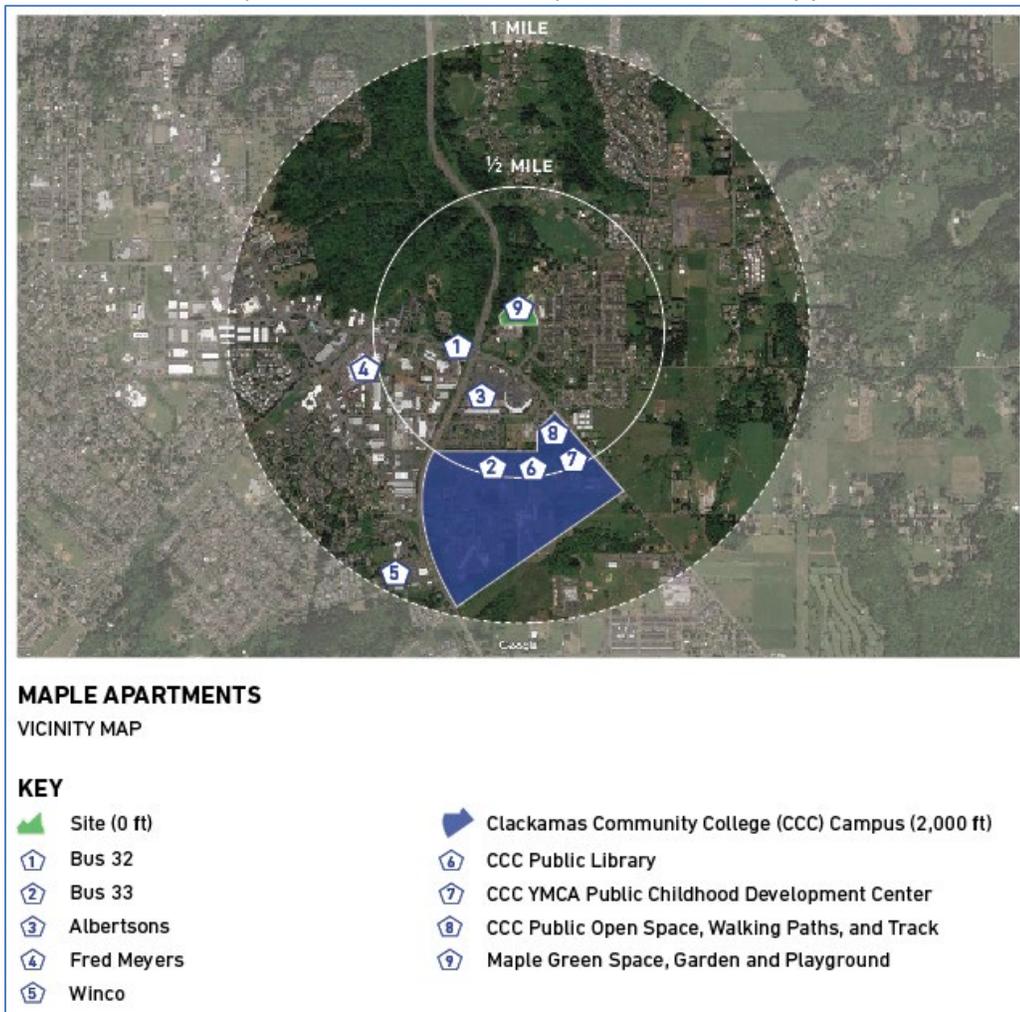
Location and Neighborhood [word limit: 100]

Describe the project location and surrounding zoning, land uses and activities. Describe any nearby services or community amenities, including schools or employment centers, grocery stores or farmer’s markets, natural areas or parks. Describe walking distance and accessibility (e.g., sidewalks, signalized crossings) to nearby transit stations, and the existing/planned level and type of transit service (e.g., frequent service bus, MAX, etc.).

Zoned Mixed-use Commercial 2, Maple will be tucked off Hwy. 213 and S. Beaver Creek Road, located at the nexus of the Walnut Grove residential neighborhood, an amenity rich commercial district, and Clackamas Community College. The development will include street improvements like sidewalks and streetlamps that will reinforce connection to the adjacent neighborhood and amenities.

Maple is also conveniently located within 3,000 feet of Albertsons and Fred Meyers, and both have pharmacies. Maple is also within 3,500 feet of the #32 and #33 bus lines. Both busses also stop at the CCC campus, located less than a half-mile away.

Provide an aerial map with site location and key transit and amenity features labeled.



Site [word limit: 300]

Describe key elements of the site including size, number of tax lots, site control/ownership, appraisal, and zoning. If the site includes existing buildings, provide an overview of the year they were built, past/current use, and future plans as part of the project.

Project Financing

Describe the estimated total development cost, cost per unit and cost per gross square foot. Provide a table summarizing planned sources and uses of funding. Summarize funding contributions and any local incentives or policies benefiting the project (e.g., SDC waiver, property tax abatement, density bonus, reduced parking requirements, etc.)

Financial Sources

- 4% LIHTC Equity – \$12,890,152 - we received a LOI from R4 Capital, a national syndicator that we have worked with on other projects. Their equity pricing is \$0.88 which seems in line with the market. We are in an unstable period of time due to the COVID-19 pandemic and there was difficulty in securing LOI's from other investors, many are sitting on the sidelines and not signing up new projects currently. These funds are not competitive.
- Multifamily Energy Program - \$150,000 – we are estimating the potential weatherization funding based on experience across our development portfolio. These funds are not competitive.
- AWHTC Equity - \$862,400 – we have received a funding award of Agricultural Worker Housing Tax Credits from OHCS for Maple. CDP has experience working with OHCS-issued AWHTC.
- Clackamas County Metro Bond – \$15,903,000 - we are requesting Metro Bond funding which equates to \$93,000 per unit.
- Tax Exempt Bond Permanent Loan – \$22,000,000 - we have received a LOI from Key Bank with indicative terms and have incorporated those terms into our underwriting. This is another area of current volatility, but we feel confident in the interest rate provided by Key Bank. The bond issuer is contemplated to be Clackamas County and the funding would not be competitive. There would also be short term construction financing provided by Key Bank, also using Tax Exempt Bonds.
- Deferred Developer Fee - \$1,235,517
- If we are awarded Clackamas County Metro Bonds our project will be fully funded as we have already been awarded competitive AWHTCs and all other sources are not competitive.

Key Financial Assumptions

- Income – rents to be set at 30% AMI and 60% AMI with project based rental assistance (HAP contract) on the 30% AMI units. Income to the project is anticipated to be FMR on the HAP units based on the NOFA guidance. The additional income from the HAP units is being used to support additional permanent debt and to provide robust resident/supportive services.
- Utility Allowances – based on HACC's March 2020 published Utility Allowance Schedule
- Vacancy – 5% which is standard and is acceptable to our lenders and investors.

- Permanent Loan – 35-year amortization, 5% interest rate, 1.20 debt service coverage ratio

Operating Expenses

- Overall - \$6,221 per unit per year is the projected operating expense based on CDP’s, Hacienda’s, and our property management company’s combined portfolio experience. The budget was developed based on input from our collective organizations.
- Resident Services - \$100,000 is budgeted to be able to provide comprehensive resident programming and services through full time staff provided by Hacienda. See resident services plan for more information.
- Case Management - \$65,000 is budgeted for onsite service delivery and referral coordination. Given the high number of 30% AMI units the project will require this budget to ensure the success of the families.
-

Total Development Cost: \$53,041,069

Cost Per Unit: \$310,181.69

Cost Per GSF: 145,524

Sources		Uses	
4% LIHTC Equity	\$12,890,152	Acquisition Costs	\$3,704,633
Weatherization Funds	\$150,000	Construction Costs	\$32,451,732
Agricultural Worker Housing Tax Credit Equity	\$862,400	Development Costs	\$16,884,704
Clackamas Metro Bond	\$15,903		
Permanent Loan	\$22,000,000		
Deferred Development Fee	\$1,235,517		
Total:	\$53,041,069	Total:	\$53,041,069

Contributions & Local Incentives:

We are requesting a 100% property tax exemption through a partnership with the HACC. We are in discussion with Oregon City on SDC credits for infrastructure costs required at the site.

Development Team

Describe the development team including the developer, general contractor, architect, and other key partners, and their relevant experience, respectively. If some members of the team are not yet selected as of the concept endorsement, this information can be added at the final approval step.

Development Team Experience

Community Development Partners (CDP), Hacienda CDC, and our development, design and construction team members are fully capable of developing this project and staying on

schedule to meet milestones for a successful project. CDP and Hacienda are also partnering on Rockwood 10, a world-class affordable workforce housing project located in the heart of the Rockwood neighborhood in Gresham, Oregon. With nearly 2,000 affordable housing units completed between us, CDP and Hacienda are well-versed in the development of this project type and with this finance structure. CDP's team of finance and construction management staff will lead the development team comprising of: Hacienda CDC, LMC Construction, Salazar Architect, and Portland State University-Center for Public Interest Design (CPID). This team has already established a successful relationship from previous projects.

We are excited to present you with this team. CDP develops affordable housing with a focus on long term community engagement. Combined with Hacienda's expertise in delivering culturally specific programming for Latino, immigrant and communities of color, our team will add diverse and targeted programs unique to this project, its residents and the surrounding community. Salazar and CPID, along with PLACE landscape architects, will continue pushing forward the innovative asset-based community development (ABCD), site design, and building design, while LMC Construction will navigate construction costs and incorporate construction efficiencies.

CDP is currently under construction on Rockwood 10 in Gresham, OR. Though not a Metro Bond project, the two share a similar finance structure. LMC Construction is involved in these projects. Both Salazar and LMC are also the design/contractor partners in another CDP development that is complete for a 103-unit project called Cascadian Terrace in Portland. CPID also partnered on Cascadian Terrace where CPID provided community engagement and outreach to create a design in harmony with the community and its residents. LMC has built over 4,600 units of all project and construction types. Hacienda has developed and maintained over 400 units of affordable housing, where approximately 70% of their residents are Latino. With Hacienda's services and affirmative outreach, we will be able to reach out to a wider network of the Latino population.

To date, site control is already in place in the form of a Purchase and Sale Agreement and site due diligence is underway. CDP has hired Urban Resources Inc. (URI), an experienced construction management firm, to assist on the project and begin site due diligence. CDP and URI are also working together on a similar CDP project in St. Helens, OR.

The team does not see any significant potential barriers for this project. The team has reached out to Oregon City during the application process and has reviewed the City's Housing Needs Analysis, which outlines the need for additional affordable housing. The zoning allows our proposed use, entitlements are in place. The proforma has been thoroughly vetted internally and through our development and financing partners, the Asset Based Community Development and Design work are underway, and we have adequate staffing to successfully execute our proposed project.

This award-winning development team is comprised of experts in their respective fields and collectively, if selected, we are queued up and ready to bring this innovative project to Oregon City.

Community Development Partners

Community Development Partners' (CDP) mission is to develop and operate sustainable, life-enhancing affordable housing with a focus on long-term community engagement. CDP's industry leading, multi-disciplinary team is comprised of real estate development experts who bring diverse backgrounds in affordable, mixed-use and market-rate development. Collectively, the development team has over 60 years of experience working with cities and public agencies to bring new investment into existing neighborhoods. In the relatively short time since the company was formed, CDP has successfully built a portfolio of 24 unique communities comprising over 2,000 units and \$450 million in total development costs.

CDP is a mission-driven Certified B Corporation. B-Corps (or benefit corporations) are a legally recognized entity structure that balances purpose and profit to benefit society.

Areas of Expertise:

Housing – providing affordable housing that serves the whole person with exceptional design community engagement, and supportive resident services. While CDP is not organized as a 501c3 we are a mission driven organization (as opposed to profit driven) and the B-Corps certification is a reflection of that. CDP is very focused on post-development lifecycle of each of our communities, believing that the greatest opportunity to impact our resident's lives is through resident services and engagement.

Affordable Housing Finance - Since 2012, CDP has successfully built and preserved a portfolio of 24 unique projects using the Low-Income Housing Tax Credit (LIHTC) comprising over 2,000 units and \$485 million in total development costs. We were named a national Top 50 Affordable Housing Developer by Affordable Housing Finance for the third time in 2019. We strive to use affordable housing finance tools effectively to build and preserve more housing in our service areas. In 2019 CDP used new tools available including Income Averaging and Opportunity Zones for 100% affordable housing projects. CDP is also currently participating in a Metro Bond Pilot with Washington County Housing Authority.

Ecology & Arts – Our roots in ecology drive both our design decisions and our long-term programming. Through thoughtful design we are striving to integrate sustainability in meaningful ways. Hands-on education and access to fresh, local food are key ways we strive to improve the health of our communities. Art is a critical component of well-being and CDP is a firm believer in the value it provides to our residents. We support the arts community and we partner with creators to bring public art installations, ongoing lifelong learning classes, and cultural richness to our developments.

Hacienda Community Development Corp.

From its inception in 1992, Hacienda has sought to bring economic advancement, health and wellness, and a thriving "Comunidad Viva" – living community – to its low-income residents. Through Hacienda's supportive community building programs – including affordable housing and community benefit commercial buildings, youth and family support, homeownership support, and economic development – Hacienda has greatly improved the lives of its residents, helping children stay in school and families thrive, and continues to strategically transform the neighborhoods they serve.

Areas of Expertise:

Programs - Hacienda’s emphasis on education for our residents from birth through adulthood coupled with our asset building and entrepreneurial initiatives is a proven model for success, providing critical support to low-income children and strengthening their family units for the long-term. Hacienda’s core programs are Real Estate Development, Portland Mercado and Entrepreneurship, Youth and Family Services, Resident Services and Economic Opportunity.

Real Estate Development - Developing quality, affordable housing is at the core of Hacienda’s mission. Hacienda’s buildings are more than just housing, they are places where families can live and thrive in safe, supportive, community-centered environments. One- to four- bedroom townhomes and apartments are built around community spaces, gardens, and playgrounds. Resident youth and adults have access to on-site community building and asset building programs designed to strengthen the economic, physical, and emotional health of families.

Development Team Members:

Position	Contracted Firm	Years of Experience
Owner/Developer	Community Development Partners	9
Co-Owner	Hacienda Community Development Corp.	28
Construction Manager	Urban Resources Inc.	13
Asset Management	Community Development Partners	9
Compliance Manager	Guardian Real Estate Services	36
Architect	Salazar Architect	13
General Contractor	LMC Construction	16

Community Engagement

Please summarize community engagement to inform project outcomes to support the needs of future residents. This could include engagement conducted previously by the LIP or developer to shape the goals of a NOFA or vision for a project. It could also include plans for further engagement to inform the design or programming of the project to meet the needs of historically marginalized community members.

Note: Outreach strategies for affirmative marketing and COBID participation should be described in the following section under “advancing racial equity.” This section is focused on engagement to inform the goals, vision, design, or programming of the project.

CDP, Hacienda CDC, Northwest Housing Alternatives, and The Center for Public Interest Design all have roots and experience working in Clackamas County. We have begun building a coalition of residents and service organizations in Clackamas County and Oregon City, and are excited to deepen our outreach and engagement.

Community outreach and engagement is incorporated in our pre-development planning. The goals of our outreach and engagement effort are to both inform the community of this new housing opportunity and encourage participation in the design and development of the project.

Hacienda has great experience in this process, most recently through their Las Adelitas development in NE Portland where they worked with partner organizations as well as the project architects to host a series of listening sessions and charrettes ensuring the community had a say in everything from paint color to space usage to amenities. These sessions were held in English, Spanish, and Somali to accurately reflect our community language needs. Dinner, childcare, and gift cards were provided to ease barriers to access.

CDP and Hacienda CDC are also working with the Center For Public Interest Design (CPID) during the early design phase of the project. The Center for Public Interest Design is a research and action center at Portland State University that aims to investigate, promote, and engage in inclusive design practices that address the growing needs of underserved communities worldwide. Through research and design, fieldwork, and public outreach, CPID promotes a mode of practice that is socially conscious, environmentally sustainable, and economically accessible to all.

CDP has engaged CPID to lead the asset-based development outreach and research. This research identifies existing resident-serving assets that are in the surrounding community, including culturally specific assets that are often overlooked in more traditional analysis, as well as identifying needs that are not being met by those existing assets. The process involves utilizing PSU Master of Architecture students and CPID staff for on the ground outreach. The PSU-OHSU School of Public Health is also often involved in creating a community health needs assessment. The entire process produces an in depth understanding of the community's assets and needs that will then be utilized to inform the concept and design of CDP's project. The result is a project that has been thoughtfully conceived and that provides the greatest benefit to the community.

The Center for Public Interest Design's dialogue and outreach with stakeholders and service-based organizations, as well as demographic data, provide baseline neighborhood and health characteristics. Spatial analyses generate land-use studies to support sustainable, pedestrian-friendly, and community-informed development. The policy and design recommendations that emerge reveal how community assets may orient a community toward a neighborhood rich in safe and meaningful opportunities for living, working, and gathering in ways that address specific community needs.

CPID will build upon existing relationships and research in Oregon City to create an inclusive process and actionable recommendations toward community impact. While the overall process stays malleable in order to respond to specific needs that emerge in research and discussions with stakeholders, the following milestones provide a road map for how this work will be pursued:

- A study of the demographic, social and economic conditions of the area around the development site, as well as Oregon City in general, to identify and frame the needs and assets assessment that will follow.
- An assessment through interviews, charrettes, and stakeholder meetings of community needs and the assets that could address those needs, with a focus on how these inform the programming and design development of the proposed housing project.

- A proposal of which needs and assets should strategically be considered that respond to the needs identified in the research and community engagement processes.
- Conduct a public meeting with service providers and stakeholders to identify and coordinate possible services and support for the projected community.
- Through conversations and research of Oregon City relevant departments, establish a deep understanding of planning and development goals and activities in the city.
- Provide comprehensive report detailing outcomes to serve this specific housing community, as well as information that can serve Oregon City in future developments.

Advancing Racial Equity

Summarize how the project will address strategies and policies for advancing racial equity, as described in your local implementation plan. Be sure to include:

- *How the project location reflects considerations related to racial equity (e.g., geographic distribution of affordable housing, access to opportunity, strategies to address racial segregation, and strategies to prevent displacement and stabilize communities)*
- *Fair housing strategies to eliminate barriers to housing access for communities of color and other historically marginalized groups (e.g., fair housing marketing strategies, community partnerships, low barrier screening, etc.)*
- *Strategies to include economic opportunities for people of color (e.g., MWESB/COBID participation and workforce diversity)*

CDP works to create trust and build relationships with culturally specific organizations like Hacienda CDC, Oregon's largest Latino-led, Latino-serving housing organization, to ensure our projects strengthen households by providing housing and resident services support, economic advancement and educational opportunities. We aim to provide an element of livability, through art, dignity and cultural details that set our developments apart for the residents our communities are designed for, and we can't do that without working closely with our culturally specific partners. And these partnerships go deeper than providing services. By co-owning, we are ensuring a long-term, mutually beneficial relationship where both organizations have a vested interest in the success and happiness of our residents.

Residents come from all walks of life, and we intentionally work to support the intersectionality of low-income residents of Clackamas County, Latinos, agricultural workers, families, and the homeless. According to ACS 2018 1-Year Data, Clackamas County has a total population of 416,075 people. The County has a Latino population (Mexican, Puerto Rican, Cuban or other Hispanic/Latino) of 9%, Black of 1%, Asian of 5%, and Two or more races of 3%. Clackamas County has a median household income of approximately \$81,278; 7% of the population lives below the poverty line.

Based upon the same data source, Oregon City has a population of 36,040 and similar to Clackamas County, Oregon City has a Latino population of almost 7.1%, followed by African Americans at 1.2%, Asians at 1.2%, Indigenous peoples at 1.4% and 3.9% for two or more races/other. 5.1 % of the residents are foreign-born. 7.8% of the households in Oregon City speak a language other than English in their home. 9.9% of residents fall below federal poverty lines. 1

Hacienda CDC is prepared to work closely with the diverse population in Clackamas County, and Oregon City, specifically, to ensure that programming and services are culturally sensitive and responsive to community needs. Hacienda has a proven track record of working closely with underserved populations and removing barriers to access to housing, asset building opportunities, and educational opportunities.

As the construction development progresses, CDP and Hacienda will develop an outreach plan targeting the variety of social services/educational/public health/recreational and other community groups to inform them about our planned housing opportunity.

Throughout the pre-development process, neighborhoods, community groups and other stakeholders will be invited to receive up to date information on the progress of the housing. CDP and Hacienda will also plan to participate in various community events to share information about Hacienda's services and our new housing opportunity. Our plan will start by inviting neighbors and the community to participate in a presentation about The Maple. This presentation will incorporate an interactive design workshop allowing neighbors and the community to share their concerns, comments, and ideas. This involvement has been effective, based on our experience, and will help our development team design a project that will holistically address community concerns, and ultimately gain their support and excitement for the housing created. Our outreach strategies will also place emphasis on connecting with local organizations such as Clackamas County, OSU Extension, Clackamas Women's Services, Love Inc., Unite Oregon, and Northwest Family Services to share information about this new housing opportunity and who to contact for more information. Further, we will connect with existing trusted organizations serving communities of color. Hacienda has an existing property in Molalla that serves farmworkers and their families. Through our years of service in Molalla we have been fortunate to build relationships with these organizations and look forward to deepening our connection in Clackamas County.

Some households applying for our affordable housing will have problems with language barriers, poor credit, or recent evictions, primarily for non-payment of rent, and low incomes. Hacienda Resident Services staff will work closely with the property management firm to provide culturally specific language services and establish low-barrier screening criteria which allows for some flexibility in the application decision. In some cases, residents with prior evictions for non-payment of rent will be offered options on how to mitigate their past rental history. Options include payment of a security deposit, agreement to participate in financial fitness training, participation in case management services or other support services, depending upon the barriers identified for the family and an evaluation of the applicant's eligibility to obtain any public assistance. Hacienda's Youth and Family Services Resident Advocate will be the primary point of contact for each resident selected for Housing at the Maple apartments.

CDP commits to advancing equity in contracting across all our projects, and we have committed to achieving at least 20% MWESB participation across all our projects. We are confident Maple can exceed this contracting goal. CDP's good faith effort will include utilizing online resources such as COBID Certification Directory, contacting previously contracted MWESB for current opportunities, networking with current and previous consultants in search

of MWESB firms, and attending MWESB trade shows such as Metropolitan Contractor Improvement Partnership (MCIP) and OAME’s annual lunch to stay abreast of MWESB news.

CDP has enlisted the services of Salazar Architect on Maple. Salazar is a registered MBE, DBE and ESB with the State of Oregon. CDP and Salazar have worked together previously on Cascadian Terrace, where they achieved 90.6% MWESB participation within the A/E team.

CDP recognizes that one of the greatest opportunities to engage in meaningful equity is during the economically intensive work of building our projects. The construction of Maple will be performed by LMC Construction. LMC and CDP have been working together on numerous projects over the past several years. We have been impressed by LMC’s commitment to engaging the minority subcontracting community by engaging, mentoring, and fostering growth at a wide, local level.

LMC will maximum their MWESB participation target of greater than 20% by; providing pre-bid outreach to the community to prepare them for the upcoming bid opportunities, partnering with local membership groups, utilize their network of qualified DMWESB and Section 3 firms that have experience in similar work, creating opportunities for sub-tier contracts by teaming up smaller contracting firms with larger ones, provide cash flow assistance through an expedited payment process, and by partnering with community groups and participating in community events to increase awareness of this project. LMC’s projects completed in 2018 show between a 29% and 48% participation rate, up from 2017 which included a range of 25% to 45%.

We have included LMC’s Diversity Plan in the Appendix. The plan describes LMC Construction’s strong commitment to diversity as it relates to their operations as a General Contractor. The Plan outlines specific procedures aimed at ensuring equal opportunity, as well as diversity in employment, contracting, operations and community relations. The Plan also emphasizes their commitment to diversity as it relates to their employees, vendors, business partners, and community.

Partnerships and Services

Provide information about plans and partnerships for ongoing operations, including property management partner(s) or service providers. Describe strategies for aligning culturally specific programming or services to meet the needs of future residents.

Key Service Providers	
Hacienda Youth and Family Services	Lead Service Provider
Northwest Housing Alternatives	Homeless and Recently Homeless Service Provider
Guardian Real Estate Services	Property Management

CDP and Hacienda have designed Maple to house and support several high barrier groups. More details can be found in our service MOU and AWHTC reservation letter.

Agricultural Workers Set Aside - CDP applied and received an estimated \$862,400 equity from AWHTCs to set aside 12 units for agricultural workers and their families. Maple will provide year-round, off-farm, permanent housing with programmatic elements designed with

farmworkers in mind—unit sizes for large families, outdoor/garden spaces, and programming through Hacienda Youth and Family Services

Field Laborers Affirmative Marketing Strategy - Hacienda will target 31 units for field laborers and their families. Similar to agricultural workers, but not included as part of the AWHTC award, synergies include year-round, off-farm, permanent housing, outdoor/garden spaces, unit sizes for large families, and programming through Hacienda Youth and Family Services. Funding for services targeted to field laborers and their families will come out of Maple's \$165,000 annual resident services and case management operating budgets.

Families at or below 30% AMI - Our team, supported by Hacienda Youth and Family Services and Northwest Housing Alternatives, is asking HACC for 70 PBVs to house 70 of Clackamas Counties most vulnerable families at Maple.

Permanent Housing for Homeless Households - CDP and Hacienda are partnering with Northwest Housing Alternatives' (NHA) Home Base program to set aside 9 units as permanent housing for homeless households. Please refer to our Support Services Plan and our MOU with NHA for more details.

Project-based Section 8 Voucher - Maple is designed to provide a home to those who have barriers such as adverse credit, rental and legal histories, and have struggled finding housing elsewhere. To achieve this, we have set aside 70 units to serve households at 30% AMI. To ensure we can meet this goal sustainably for decades to come, we are asking HACC for 70 project-based Section 8 vouchers and a PBV HAP contract term of 20 years.

Details on the requested rent to owner are included in the Excel portion of this application. Requests are in line with the HACC Voucher Payment Standards. Maple is located in an eligible census track.

Hacienda Youth and Family Services

Hacienda CDC's Youth and Family Services department has provided community programming to residents of their housing since 1992. Hacienda is continuously developing Equity, Diversity and Inclusion best practices, and staff is trained on federal fair housing regulations to ensure all people being served in our communities are being treated in a manner consistent with our values. Hacienda prides itself on being flexible in our programming and responsive to community needs. Hacienda is in the process of building relationships with other community organizations and will be adept at navigating resources and community services available in the area to leverage the existing neighborhood assets and will strive to fill gaps where services are lacking.

Hacienda CDC has over 26 years of experience providing culturally specific services and engaging our communities in meaningful ways. We believe firmly in the value of culturally specific services which eliminate structural, cultural, and linguistic barriers and foster a sense of safety, understanding and belonging for residents and program participants. These practices ultimately lead to better outcomes for clients such as increased housing and family stability as well as increased social capital. 99% of Hacienda's direct services staff are bilingual and bicultural, with invaluable lived experience, who have been well-trained in best practices of trauma-informed care. We also believe firmly in providing multiple forms and opportunities

for meaningful community engagement to build trust and demonstrate a commitment to quality program improvements.

We are committed to ongoing learning when providing services to populations outside of the Latino community. Hacienda recognizes that we cannot provide culturally specific services to every population nor should we. Because of this, we have a long history of formally partnering with organizations who match the population we're serving. For example, we look to our partners at IRCO for guidance and to provide workshops grounded in Somali and East African traditions, practices and norms at our properties in NE Portland where we have a larger Somali population. Other culturally specific organizations we partner with include Portland Community Reinvestment Initiatives and Native American Youth and Family Center.

Target Population

The target population proposed for Maple will be low income families earning an average income of 60% of Area Median Income (AMI). Forty-three units will be targeted to families earning less than 30% AMI. In addition, 12 units will be set aside for Agricultural Workers and 9 homeless households. We also anticipate a culturally diverse population will be serviced. Based on Clackamas County's 2010 census population data, the community is currently 88% White, 8.5% Hispanic or Latino, 4.2% Asian, 0.9% Black or African American, 0.8% Indigenous peoples, 0.3% Pacific Islander, 2.0% from other races, and 3.8% from two or more races.

Given this population mix, Hacienda anticipates serving primarily low income white and Latino families as well as Asian, Black, and folks who identify as having multiple races/ethnicities in this proposal. Many of the Latino communities we anticipate serving will be immigrants challenged by language and cultural obstacles, which we are uniquely positioned to serve. Hacienda will concentrate its programmatic outreach to ensure Asian, Black/African American and our Indigenous people are welcomed.

With such a diverse tenant population there are many culturally specific needs that must be addressed including language, legal and living habits. Hacienda's Youth and Family Services are all bilingual and has diverse and highly skilled staff trained in working with diverse populations to address the culturally specific need of each household.

Marketing and Lease Up

Hacienda CDC will work side by side with CDP and the design team during the pre-development phase to understand community residents and to develop a resident services program that responds to their needs and aspirations. We will reach out to nonprofit, civic and local agencies to create an informed network and once in construction, Hacienda will assist with promoting the housing and our culturally enriched services in Clackamas County. Through this process, we anticipate forming new partnerships with organizations, such as: Clackamas County, CASA, and Hispanic Interagency Networking Team, as well as leveraging existing partnerships in the County like OSU Extension, Clackamas County 4-H, Northwest Family Services, Clackamas Workforce Partnership, Unite Oregon, and the Children's Center.

Hacienda CDC, will work closely with Guardian's property management staff as they begin to accept applications for Maple well in advance of the project's anticipated construction completion. Hacienda's Resident Advocate will be available to prepare each client for

occupancy and arrange for any services the resident will need, including language translation, resolving old debts, short term rental assistance, application fees and deposits, and furnishings. Families may also need connection to behavioral healthcare, physical healthcare and assistance with food, clothing and household furnishings to help each family establish a new home. To begin to assist each household, an individualized assessment will be made in advance of their housing placement to triage their needs, identify resources, and then arrange for coordination of services by Resident Services and other Youth and Family Services staff. Assistance with school enrollment may also be coordinated by Hacienda staff, as needed by the family.

Resident Services for Children and Families

Hacienda's existing network of services and service partnerships are able to support our community building empowerment model and provide a path for their overall success and development. Hacienda firmly believes that a stable, affordable home is just the first step in creating a supportive architecture that positions families and individuals for success.

Additional Resident Services

Hacienda's Resident Services Advocates will connect with Oregon City Parks and Recreation department, North Clackamas Parks & Recreation District, Oregon City School District, Clackamas County Public Health Centers, Clackamas Community College, Oregon City Public Libraries, Oregon City Food pantries, property management and other partners connecting residents to resources through referrals and advocacy.

Housing Stabilization through eviction prevention is a large part of this work. Our in-house programming has been very successful in demonstrating positive outcomes for youth and families participating in our programs and has received support over the years from over 30 partners, and many long-time funders.

In 2019 these Youth and Family Services outcomes included:

- 260 students under age 15, assisted with educational support and cultural enrichment services
- 95 children under age 5, received early child development support
- 35 at risk middle school children received academic support, cultural enrichment, service learning opportunities and parent involvement
- 203 residents assist with housing stabilization services, including eviction prevention
- 231 residents attended the National Night Out event

For those residents who are ready to strive for greater economic achievement and independence, Hacienda plans to also offer our Economic Opportunity and Entrepreneurship Services. These program services include:

- Economic Opportunity
- Financial coaching
- Pre-purchase counseling
- Lending circles
- Credit building
- EARN Saver Program - IDAs

- Entrepreneurship

Business coaching and small business development services to current and aspiring entrepreneurs through:

- Bilingual business boot camps.
- One-on-one long-term business advising.
- Monthly advanced business seminars
-

Hacienda CDC's bilingual Resident Services Advocate will be continuously engaged in educating and collaborating with property management staff about our culturally specific services and methods of implementation. The advocate consistently visits sites and provides their contact information to the tenants along with information about our various programs.

The Advocate shall be notified about any potential lease violation matter and shall receive all adverse notices/actions and reviews them with property management to ensure all actions are unbiased, appropriately documented and meet legal requirements. In addition, the Advocate will engage residents individually or together with property management staff and /or other residents, as appropriate, to ensure all actions meet procedural and legal requirements. The Advocate will also connect the household with any needed resources that will stabilize their housing. These resources may include emergency rental assistance, food pantry, utility assistance, financial fitness class, or a medical or behavioral healthcare referral.

The Director of Youth and Family services, working closely with the Advocate, continuously reviews and evaluates the effectiveness of Hacienda programs and services, along with property management services. They have also recently begun utilizing a new Hacienda database program to further enhance review and evaluation of the resident services program.

Northwest Housing Alternatives

Northwest Housing Alternatives' Annie Ross House is an emergency shelter for families experiencing homelessness in Clackamas County. Founded in 1982, Annie Ross House has been Clackamas County's only emergency shelter for whole families experiencing homelessness for over 35 years. To be eligible to stay at Annie Ross House, households must include at least one adult aged 18 or older and at least one minor aged 17 or younger. Families must be experiencing homelessness with no option for diversion to other housing resources in order to qualify to stay at Annie Ross House. Once enrolled in ARH, families experience an average length of stay of 60 days. Each family works one on one with a case manager from Northwest Housing Alternatives' HomeBase program, setting incremental goals which will lead to placement in stable, permanent, affordable housing. Because each individual family has their own barriers and capacity, goals are individualized in order to ensure effective and long-term stability.

Case management is often coupled with financial assistance, although this varies based on funding availability and the needs of the individual household. Case managers will assist the families with identification of appropriate housing options, applications, appeals of denials if necessary, reasonable accommodations, and the move-in process. In addition to this front-end work, case managers remain in contact with the families they serve for up to 12 months to assess needs on an ongoing basis, ease the transition from homelessness to housing, and

orient the family to their rights and responsibilities as tenants. Case managers will work in conjunction with Hacienda CDC's Resident Advocate and Maple's Property Manager to address any issues which may threaten tenancy or housing stability for a period of up to 12 months from the time of housing placement.

NHA's services will be bolstered by Hacienda Youth and Family Services' culturally responsive and culturally specific services, supporting tenants and the larger housing community.

Service Team's Overall Capacity

Having operated Annie Ross House for over 35 years and HomeBase case management since 2009, Northwest Housing Alternatives' services team is well equipped to support the households they place at Maple. Our deep roots in Clackamas County include ongoing partnerships with Northwest Family Services, Clackamas Women's Services, Clackamas County Social Services, Oregon Food Bank, The Living Room, and many more. These partnerships with community organizations help households to stabilize by allowing them to utilize those resources and benefits available to them, leading to critical costs such as rent and utility payments being prioritized.

Types and Level of Services to be Offered

Annie Ross House is staffed 24/7 by six staff members comprising 4.6FTE. HomeBase consists of 2 case managers totaling 2.0FTE who have caseloads of approximately 25 households. Each household referred to Maple will have a designated HomeBase case manager who will be responsible for payments, should any be made from the program, as well as responding to issues that may lead to housing instability for those households they refer.

Brief Overview of Anticipated Services Outcomes for Target Population

Over 90% of households served by Annie Ross House and HomeBase will be in stable, permanent housing 12 months after their exit from HomeBase services. This expected outcome is based on historical outcomes for the program.

Marketing and Lease-up Plan

The vast majority (more than 98%) of households that enroll in Annie Ross House and HomeBase are referred by Clackamas County's Coordinated Housing Access (CHA) system. Referrals from CHA are assessed for vulnerability and options to ensure that emergency shelter is truly needed. Because we know that communities of color are disproportionately represented in experiencing homelessness, we expect that referrals to Maple will match demographic data from the Clackamas County point-in-time (PIT) count.

Budget and Sources of Funding for Services

Annie Ross House and HomeBase and the related services provided to Maple are fully funded through NHA.

Anticipated Timeline

Describe the anticipated timeline and milestones for the project, including developer or contractor selection, concept endorsement, due diligence, final approval, closing, construction, and lease up – as well as any timelines related to community or elected body engagement.

Below is the anticipated timeline.

Activity	Proposed Date	Completed Date
Site		
Option/Contract Executed		3/2020
Site Acquisition	11/2020	
Zoning Approval		3/2020
Site Analysis		3/2020
Building Permits & Fees	7/2021	
Off-Site Improvements	7/2021	
Pre-Development		
Plans Completed	03/2021	
Final Bids	6/2021	
Contractor Selected		3/2020
Financing		
Construction Loan Proposal		4/2020
Construction Loan Firm Commitment	6/2021	
Construction Loan Closing/Funding of Loan	7/2021	
Permanent Loan Proposal		4/2020
Permanent Loan Firm Commitment	6/2021	
Permanent Loan Closing/Funding of Loan	7/2021	
Development		
Syndications/Partnership Agreement (LIHTC)	6/2021	
Construction Begins	7/2021	
Construction Completed	3/2023	
Certificate of Occupancy	7/2022*	
Marketing		
Lease Up Begins	7/2022	
Lease up Completed	7/2023	

*multiple buildings allow for the first TCO 12 months after the construction start and one additional building coming online every 30 days thereafter

July 23, 2020

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Approval of Omnibus Resolution No 1948 Authorizing the Execution, Acknowledgement and
Delivery of Documents for the Webster Road Redevelopment Project

Purpose/Outcomes	Approve Resolution No. 1948 authorizing the execution and delivery of documents in connection with funding applications and predevelopment documents for the rehabilitation of the Webster Road Redevelopment
Dollar Amount	N/A
Funding Source	As currently contemplated, funding sources would include 4% Low Income Housing Tax Credits (LIHTC), PSH Capital Funds (OHCS), Metro Bond Funding, Perm Loan and County HOME Funds
Duration	July 23, 2020 through the closing of the Webster Redevelopment Project
Previous Board Action	6/6/19 – Approval of IGA with Metro to acquire the property 1/23/20 - Approval of Resolution 1942 – Exemption from Competitive Bidding and approval of a CM/GC Solicitation 7/14/20 – discussed Omnibus Resolution during policy session
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Jill Smith, HACC Executive Director Stephen McMurtrey, HACC Director of Housing Development
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department requests approval of Resolution 1948, authorizing the execution and delivery of documents in connection with funding applications, predevelopment documents and relevant signing authority for the rehabilitation of the Webster Road site through an Omnibus Resolution.

This is a rehabilitation project for the Housing Authority of Clackamas County of a single-story wood-framed building originally constructed in the mid 1960's. It was previously used as a nursing facility and most recently as a teen rehabilitation facility. The building has been vacant since 2017 and will be converted into permanent supportive housing for low income residents age 55 and older. The program consists of a mix of studios and SRO units, as well as shared kitchen and laundry facilities, offices and other support spaces. The site is currently developed with vehicle access, parking, sidewalks, and wooded surroundings. As much as possible, existing trees and asphalt paving areas shall be retained and protected.

Project scope includes full abatement of hazardous materials; building code and accessibility upgrades; new insulation, weatherproofing, windows, exterior doors, roofing membrane, and exterior cladding; interior renovation work consists of all new flooring, wall and ceiling finishes; and all new plumbing fixtures, lighting, and HVAC systems; site work consists of demolition, earthwork, landscaping, and parking lot modifications. Work in the public right-of-way will include replacing the sidewalk and drive pans along the Webster Rd street frontage to comply with ADA requirements, and potential street lighting upgrades pending a photometric assessment of the existing conditions. The scope also includes any demolition that will be necessary for the extents of the building rehabilitation.

- Site area: 95,830 SF (2.2 acres)
- Gross floor area: 28,672 SF
- Zoning: R-7.2 – Low Density Residential
- Bicycle parking: 4 short-term spaces, 8 long-term spaces
- Vehicle parking: 26 spaces - 2 accessible, 16 standard, 7 compact, and 1 loading
- Units: 48
- OHCS Sustainability Path: Earth Advantage Multi-family Home (2012), Gold Certification

Some **key** components of the Resolution are as follows:

- Provides HACC authorization to enter into the following agreements in relation to funding sources HACC either has or intends to apply for in support of this project:
 - Application to OHCS for an allocation of private activity bond volume cap to gain 4% low income housing tax credits;
 - Application to Clackamas County Community Development Department for a HOME Loan;
 - Application to Metro for Housing Bond Funding;
 - Application to OHCS for permanent supportive housing; and
- Provides Delegation of Authority to the Director of Health, Housing and Human Services, the Executive Director of the Authority and the Director of Housing Development as an Authorized Representative, to act on behalf of the Authority in its own capacity as the Special Limited Partner, and as the sole member of the General Partner to finalize the terms of, execute, acknowledge, and deliver the actions and documents authorized.

Omnibus Agreements are standard practice and are used to provide one point of execution for funding applications, financing documents and authorizations to act on regulatory agreements associated with financing documents on behalf of a Limited Partnership. Omnibus Resolutions have most recently been used in conjunction with Easton Ridge, Rosewood Terrace, and for the formation of Hillside Manor's Limited Partnership and closing. Delegation of Authority is also standard practice in complex real estate transactions to grant authority for various members of a development to execute authorized documents in order to apply for funding, initiate closing of the transaction or to authorize construction draws from construction proceeds during rehabilitation of the project.

The Housing Authority has retained Robert Sullivan as outside counsel on the Webster Road rehabilitation. Rob Sullivan is the author of this resolution and has acted as representation for HACC in all matters related to the acquisition and predevelopment of this project. All documents referenced in the Omnibus or agreements entered into by an Authorized Representative will be reviewed and approved by Rob Sullivan acting as independent third-party counsel for HACC. To the extent practical, as may be requested, all documents referenced within the Resolution will be provided to the board prior to execution.

RECOMMENDATION:

Staff recommends that the Board approve Resolution No. 1948, Authorizing the execution and delivery of documents in connection with funding applications, predevelopment documents and signing authority for the Webster Road Redevelopment project.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

In the Matter of Authorizing the Execution, Acknowledgement and Delivery of Documents Relating to the Webster Road Apartments Project and providing for related matters



Resolution No. 1948
Page 1 of 3

WHEREAS, the Housing Authority of Clackamas County (“Authority”) works to provide affordable multifamily housing for persons and families of lower income pursuant to Oregon Revised Statutes (“ORS”) 456.005 through 456.235; and,

WHEREAS, on or about April 18, 2019, the Authority formed HACC Webster Road, LLC, an Oregon limited liability company (“HACC Webster Road”) to act as the Developer for the development, financing, construction and operation of the Webster Road Apartments project (the “Project”); and,

WHEREAS, on or about June 10th, 2019, the Authority received funding from Metro, an Oregon municipal corporation, (“Metro”) to acquire a 27,000 square foot building on a 2.2 acre site at 18000 Webster Road, Gladstone Oregon (the “Property”) to renovate for the Project; and

WHEREAS, on June 13th, 2019 the Authority acquired the Property pursuant to a Board approved IGA with Metro; and

WHEREAS, on or about January 15, 2020, HACC Webster Road acting as the general partner formed Webster Road Housing Limited Partnership, an Oregon limited partnership (“WRH”); and

WHEREAS, the Project will consist of 48 units of rental housing and related facilities that will be owned by WRH; and,

WHEREAS, the Project, except for staff units, will be rented to persons or families with incomes of 30% of area median or less, and operated as a “housing project” as defined in ORS 456.065; and,

WHEREAS, the Authority entered into a contract with Carleton Hart Architects to design the renovations for the Project; and

WHEREAS, HACC Webster Road acting as the general partner of WRH intends to apply to Clackamas County Community Development Division (“CCCDD”) for a \$400,000.00 HOME loan; and

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

In the Matter of Authorizing the Execution, Acknowledgement and Delivery of Documents Relating to the Webster Road Apartments Project and providing for related matters



Resolution No. 1948
Page 2 of 3

WHEREAS, the Authority intends to apply to OHCS for permanent supportive housing funds for the Project; and

WHEREAS, HACC Webster Road acting as the general partner of WRH intends to apply to Metro for a Housing Bond Funding; and

WHEREAS, HACC Webster Road acting as the general partner of WRH intends to apply to the State of Oregon, Housing and Community Services Department (“OHCS”) for an allocation of private activity bond volume cap to enable the Project to benefit from federal low income tax credits; and

NOW, THEREFORE, BE IT RESOLVED BY THE AUTHORITY

Section 1. Authorization to Execute, Acknowledge and Deliver the Applications and Contract Documents. The Authority is authorized in its own right or as the sole member of HACC Webster Road acting as the General Partner of WRH to execute, acknowledge and deliver the following:

- 1.1 Application to OHCS for an allocation of private activity bond volume cap to be awarded to HACC so it may issue bonds to finance the Project and receive 4% federal low income housing tax credits;
- 1.2 Application to CCCDD for a HOME Loan;
- 1.3 Application to Metro for Housing Bond Funding;
- 1.4 Application to OHCS for Permanent Supportive Housing Funds for the Project.

Section 2. Delegation. The Chair of the Board of the Housing Authority of Clackamas County or, if the Chair is not available, the Director of Health, Housing and Human Services, the Executive Director of the Authority or the Director of Housing Development (each of whom is referred to in this resolution as a “Director”) may, on behalf of the Authority for itself or acting as the sole member of the General Partner of WRH and without further action by the Board:

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

In the Matter of Authorizing the
Execution, Acknowledgement and
Delivery of Documents Relating to the
Webster Road Apartments Project and
providing for related matters



Resolution No. 1948
Page 3 of 3

Finalize the terms of, and execute, acknowledge and deliver the Applications and Contract identified in sections 1.1, 1.2, 1.3, and 1.4 (collectively the “Documents”). Before executing and delivering the Documents, the Director may, after consulting with legal counsel, make changes to the Documents that are reasonable and necessary in the Director’s discretion to facilitate the execution and delivery of the Documents. However, the changes authorized by the preceding sentence shall not materially change the Documents.

NOW, THEREFORE, BE IT RESOLVED, that the Chair or one of the Directors may finalize negotiations, execute, acknowledge and deliver the Documents and any other documents and take any actions that are necessary or desirable to complete the Documents, this Resolution and Order.

DATED this 23rd day of July, 2020.

**BOARD OF COMMISSIONERS FOR THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY**

Chair

Recording Secretary

AUTHORIZATION AND ACCEPTANCE FORM

Owner/Board of Directors of: Housing Authority of Clackamas County
Project Name: Webster Road Redevelopment
Project Address: 18000 Webster Rd, Gladstone OR 97027

By this action the Owner/Board of Directors accepts the responsibilities and requirements of any tax credit, grant and loan programs applied for in this Application. In accordance with the corporation's by-laws, effective this date, authorization has been given by the Owner/Board of Directors to the following named parties:

1. To apply for programs, grants or loans in this application: The undersigned, being duly authorized to submit this application on behalf of the named Applicant, hereby represents and certifies that all required documents have been submitted in this application packet, and that the information provided in this application, to the best of his/her knowledge, is true, complete, and accurately describes the proposed project. The undersigned further authorizes the release of project information to Oregon Housing and Community Services ("Department," "OHCS") from all financial partners listed in the Application and authorizes the Department to verify any Application information, including financial information, as required to complete its due diligence.

<hr/> <p>Signature</p>	<hr/> <p>Title</p>
<hr/> <p>Print Name</p>	<hr/> <p>Date</p>

2. To execute all legal documents associated with tax credit, grant and loan programs (including the encumbrance of valuable property owned by the corporation).

<hr/> <p>Signature</p>	<hr/> <p>Title</p>
<hr/> <p>Signature</p>	<hr/> <p>Title</p>

3. To sign all draw requests, monthly progress reports and miscellaneous forms associated with the tax credit, grant and loan programs awarded to the project.

<hr/> <p>Signature</p>	<hr/> <p>Title</p>
<hr/> <p>Signature</p>	<hr/> <p>Title</p>

Signed:

<hr/> <p>Owner/ Board Chair Name</p>	<hr/> <p>Signature</p>
<hr/> <p>Organization</p>	<hr/> <p>Date</p>

July 23, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #4, to Intergovernmental Subrecipient Agreement
with Friends of the Estacada Community Center to Provide Social Services
for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement, Amendment #4 with the with Friends of the Estacada Community Center to provide Older American Act (OAA) funded services for persons in the Estacada/Eagle Creek service area.
Dollar Amount and Fiscal Impact	This amendment adds \$104,639 for FY20/21 services. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA) and Ride Connection pass-through funds - no County General Funds are involved.
Duration	Effective July 1, 2020 and terminates on June 30, 2021
Previous Board Action	060619-A4, 043020-A2, 070920-A3
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Council	Amendment in a format approved by County Counsel
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9297; Subrecipient #20-003

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #4 with the Friends of the Estacada Community Center to provide Older American Act (OAA) funded services for qualified persons living in the Estacada/Eagle Creek service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that distributes the OAA program funding and Ride Connection transportation pass through funds for services to be provided during the 2020-21 fiscal year.

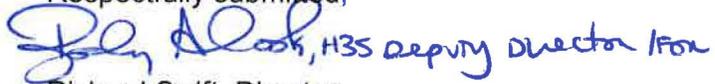
July 23, 2020
H3S#9297

This amendment adds \$104,639 in funding for the 2020-21 fiscal year and extends the term of the agreement to June 30, 2021. This amendment is in a format approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in blue ink that reads "Jody Alcock, H3S deputy director for". The signature is written in a cursive style.

Richard Swift, Director

Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9297

Subrecipient #: 20-002

Board #: 060619-A4, 043020-A2, 070920-A3

Amendment Number: 4

Division: Social Services

Contractor: Estacada Community Center, The Friends of the

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adds funding and units of service for ongoing delivery of services into FY20-21. This results in an increase to the award budget of \$104,639.

This Amendment #4, when signed by The Friends of the Estacada Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, Subrecipient and County desire to amend and restart the Agreement in its entirety as of July 1, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, County and Subrecipient hereby agree that the Agreement is amended as follows:

Term and Effective Date. This restarted Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Amendment may be used to reimburse SUBRECIPIENT for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2020** and not later than **June 30, 2021**, 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.

4. **4. Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2019 through June 30, 2020 is **\$114,723**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

The Friends of the Estacada Community Center
Subrecipient Grant Agreement #20-002, Amendment 4

- a. **Grant Funds.** The COUNTY's funding of **\$87,374** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
 - b. **Other Funds.** The COUNTY's funding of **\$13,501** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$11,448** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.
- 4. Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$104,639**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- a. **Grant Funds.** COUNTY's funding of **\$74,219** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
 - b. **Other Funds.** COUNTY's funding of **\$12,451** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$15,569** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

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I. Amend: Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

Estacada Community Center
 Fiscal Year 2019-20

Amend

	OAA IIB	OAA IIB	OAA IIC1	OAA IIC2	OAA IIC2	OAA IID	Required	NSIP	State	Ride Conn/TriMet			TriMet	MEDICAID	OAA	NO. OF	TOTAL	REIMBURSE
	Funds	Funds	Funds	Funds	Funds	Funds	Match	Funds	Funds	TriMet	STF Funds	S310 Funds	STF Funds	Funds	Prog Inc	UNITS	COST	MENT RATE
Federal Award Numbers	16AAORT33S	CARES Act	16AAORT3CM	16AAORT3DC	FF & CARES Act	16AAORT3PH	N/A	16AAOR16SP	N/A	Funds	N/A	OR-05-012	N/A	N/A	N/A	N/A	N/A	N/A
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.043	N/A	93.053	N/A	N/A	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
COVID Grant Award		7,400			11,139		N/A										18,539	
Case Management	1,735	750					193									114.62	2,678	\$21.68
Reassurance	1,714	750					191									107.83	2,655	\$22.85
Information & Assistance	2,500						278									151.1	2,778	\$16.55
Public Outreach	200						22									4.0	222	\$50.00
Transportation - OAA	5,568	1,000					619									928.0	7,187	\$6.00
Trans - Ride Con In Dist							0			9,891					600	1199	10,491	\$8.25
Trans - Ride Con Out Dist							0				1,510				92	183	1,602	\$8.25
Ride Con - Vehicle Maint							600					2,400				N/A	3,000	N/A
Trans -T19 non medical							0						688	1,412		150	2,100	\$14.00
Evidence-based Health & Wellness programming						5,110	0		0							68 Classes	5,110	\$75.00
Meal Site Mngt. - OAA			2,527	7,247	31,586		281								16,425	18,250	58,066	\$1.44
Food Service - Frozen HDM			2,415	4,145			269	3,905								5,500	10,734	\$1.90
Site Purchased Meals - Restaurant					2,120		0									265	\$2,120	\$8.00
OAA Nutrition Supplies					500		0		0							0	500	\$0.00
APD Medicaid HDM				(2,911)	(982)		(324)	(1,044)						12,641	(1,193)	1,325	6,188	\$5.66
TOTALS	\$11,717	\$9,900	\$4,943	\$8,481	\$44,363	\$5,110	\$2,129	\$2,861	\$0	\$9,891	\$1,510	\$2,400	\$688	\$14,052	\$15,924		\$133,968	

Source of OAA Match - Staff time
 CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only
 Contract Amount: \$ 114,723
 Federal Award Totals \$ 89,774

To Read

Estacada Community Center
 Fiscal Year 2020-21

	OAA IIB	OAA IIC1	OAA IIC2	OAA IIC2	OAA IID	Required	NSIP	State	Ride Conn/TriMet			TriMet	MEDICAID	OAA	NO. OF	TOTAL	REIMBURSE
	Funds	Funds	Funds	Funds	Funds	Match	Funds	Funds	TriMet	STF Funds	5310 Funds	STF Funds	Funds	Prog Inc	UNITS	COST	MENT RATE
Federal Award Numbers	15AORT055	15AORT03M	15AORT3HD	CARES Aids	15AORT3PH	N/A	15AORINSF	N/A	Funds	N/A	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A
CFDA Number	93 044	93 045	93 045	93 045	93 043	N/A	93 053	N/A	N/A	N/A	20,513	N/A	N/A	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
Case Management	1,735					193									80.03	1,928	\$21.68
Reassurance	1,714					191									75.01	1,905	\$22.85
Information & Assistance	2,500					278									151.1	2,778	\$16.55
Public Outreach	200					22									4.0	222	\$50.00
Transportation - OAA	5,568					619									928.0	6,187	\$6.00
Trans - Ride Con In Dist						0			9,891					600	1199	10,491	\$8.25
Trans - Ride Con Out Dist						0				1,510				92	183	1,602	\$8.25
Ride Con - Vehicle Maint						600					2,400				N/A	3,000	N/A
Trans-T19 non medical						0						344	706		75	1,050	\$14.00
Evidence-based Health & Wellness programming					2,860	0		0							57 Classes	2,860	\$50.00
Meal Site Mngt. - OAA		15,778	20,532	12,516		4,038								11,625	23,250	64,489	\$2.60
Food Service - Frozen HDM		0	9,225			1,026	3,150								4,500	13,401	\$2.75
Site Purchased Meals - Restaurant		497	928	2,120		158									364	\$3,703	\$9.75
APD Medicaid HDM			(3,141)	(919)		(349)	(1,044)						15,569		1,325	10,116	\$7.90
TOTALS	\$11,717	\$16,275	\$27,544	13,717	\$2,860	\$6,776	\$2,106	\$0	\$9,891	\$1,510	\$2,400	\$344	\$16,275	\$12,316		\$123,731	

Source of OAA Match - Staff time

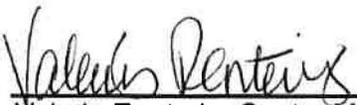
CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Contract Amount: \$ 104,639
 Federal Award Totals \$ 76,619

The Friends of the Estacada Community Center
Subrecipient Grant Agreement #20-002, Amendment 4

Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of this Agreement and affirm that no other changes are made hereby.

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

Friends of the Estacada Community Center	CLACKAMAS COUNTY
By: <u></u> Jan Gilliland, Board Chair	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
<u>07-01-2020</u> Date	Signing on Behalf of the Board:
Approved as to Content: <u></u> Valerie Renteria, Center Manager	<u>_____</u> Rodney A. Cook, Deputy Director Health, Housing & Human Services Dept.
<u>7/1/2020</u> Date	<u>_____</u> Date

July 23, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #4, to Intergovernmental Subrecipient Agreement
with Foothills Community Church/Molalla Adult Community Center to
Provide Social Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement, Amendment #4 with the Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons in the Molalla Adult Community Center service area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$197,192. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
Duration	Effective July 1, 2020 and terminates on June 30, 2021
Previous Board Action	060619-A3, 043020-A5, 070920-A2
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	Amendment in a format approved by County Counsel
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9315; Subrecipient #20-003

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #4 with the Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons living in the Molalla/Mulino. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that distributes the OAA program funding, Ride Connection transportation pass through Special Transportation Formula funds and LIHEAP funding for services to be provided during the 2020-21 fiscal year.

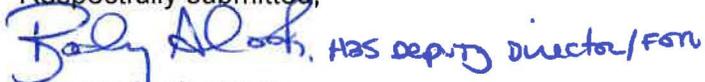
July 23, 2020
H3S#9315

This amendment adds \$197,192 in funding for the 2020-21 fiscal year and extends the term of the agreement to June 30, 2021. This amendment is in a format approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

Handwritten signature in blue ink: "Richard Swift, H3S Deputy Director/FSM". The signature is written in a cursive style.

Richard Swift, Director

Health Housing & Human Services

**Subrecipient Agreement Amendment
Health, Housing and Human Services**

H3S Contract#: 9269

Subrecipient #: 20-001

Board Agenda #: 60619-A3, 043020-A5, 070920-A2

Amendment Number: 4

Division: Social Services

Contractor: Foothills Community Church as manager of; Molalla Adult Comm. Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adds funding and units of service for ongoing delivery of services into FY20-21. This results in an increase to the award budget of \$XXX,XXX.

This Amendment #4, when signed by the Foothills Community Church as manager of Molalla Adult Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, Subrecipient and County desire to amend and restart the Agreement in its entirety as of July 1, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, County and Subrecipient hereby agree that the Agreement is amended as follows:

Term and Effective Date. This restarted Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Amendment may be used to reimburse SUBRECIPIENT for expenses approved in writing by COUNTY relating to the project incurred no earlier than July 1, 2020 and not later than June 30, 2021, 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.

4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2019 through June 30, 2020 is \$205,071. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this

**Foothills Community Church DBA: Molalla Adult Community Center
Subrecipient Grant Agreement #20-003, Amendment 4**

Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. Grant Funds.** The COUNTY's funding of **\$95,797** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
 - b. Other Funds.** The COUNTY's funding of **\$69,601** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$33,248** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$1,625** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.
- 4. Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$197,192**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- a. Grant Funds.** The COUNTY's funding of **\$75,604** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
 - b. Other Funds.** The COUNTY's funding of **\$69,632** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$45,531** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$1,625** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

I. Amend: Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

Foothills Community Church
Molalla Adult Community Center Services
Fiscal Year 2019-20

Amend:

Federal Award Numbers CFDA Number Service Category	OAA III B	OAA IIB	OAA IIC1	OAA IIC2	OAA IIC2	OAA IIC2	Match	NSIP	Other State funds	Ride Conn/Trillmet		Trillmet STF Funds	Medicaid Funds	LIHEAP Funds	P.I. (if applicable)	NO. OF UNITS	TOTAL COST	Reimbursement Rate
	Funds	Funds	Funds	Funds	Funds	Funds		Funds		STF	5310							
	NSACRTRSS	CARES Ac	NSACRTRSS	NSACRTRSS	NSACRTRSS	NSACRTRSS		NSACRTRSS		Funds	OR-65-012							
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	
COVID Grant Award		9,575			13,888		N/A										\$23,461	
Case Management	7,749	2,150					882									378.11 hrs	\$10,781	\$28.18
Reassurance	4,899	2,150					545									228	\$7,594	\$31.23
Information & Assistance	1,885						121									81	\$1,206	\$13.44
Public Outreach	300						33									8	\$333	\$50.00
Transportation - OAA III-B	-	1,000					0							0	0	0	\$1,000	\$5.00
OAA - Meal Site Mgmt			3,506	5,807	30,298		1,038								21,840	22,750	\$62,487	\$1.11
Food Service - Frozen HD/Its				7,819			889	5,041								7,100	13,729	\$0.71
Site Purchased Meals - Restaurant					3,744		0									468	3,744	\$8.00
APD Medicaid HD/Its				(7,850)	(3,508)		(873)	(3,054)					38,988		(3,720)	3,875	\$17,983	\$7.79
OAA Nutrition Supplies					500				0						0	0	\$500	\$0.00
Evidence-based Health & Wellness programming							10,700	0	0							142.6 Classes	\$10,700	\$75.04
Non Medical Medicaid Rides											1,806	3,294				350	\$4,900	\$14.00
Transport - Ride Con Out of Dist.										23,716					1,355	2,710	\$25,071	\$8.75
Vehicle Maintenance - Ride Conn.							\$513.50				\$4,800						\$5,314	
Special Tran. Formula-TAXI and/or Van										40,985						1,532	\$40,985	N/A
LIHEAP Intakes													1,825			65	\$1,825	\$25.00
TOTALS	14,033	14,875	3,586	5,776	44,828	10,700	3,106	1,988	-	84,761	4,800	1,806	40,282	1,825	18,475		231,372	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only. The balance of the Ride Connection Funding is State/Local funds

Source of OAA Match - Staff time

County Contract Amount: \$205,071

Federal Award Total 100,597

To Read

Foothills Community Church
 Molalla Adult Community Center Services
 Fiscal Year 2020-21

TO READ: Exhibit 6 -- Budget and Units of Services -- Unit Cost Schedule
 Foothills Community Church DBA: Molalla Adult Community Center
 Subrecipient Grant Agreement #20-003, Amendment 4

Federal Award Numbers	OAA III B	OAA III C1	OAA III C2	OAA III C2	OAA III D	Match	NSIP	Other State funds	Ride Conn/Trillmet	Trillmet	Medicaid	LIHEAP	P.I. (if applicable)	NO. OF UNITS	TOTAL COST	Releasement Rate		
	Funds	Funds	Funds	Funds	Funds		Funds		Funds	STF	STF Funds	Funds	Funds				Funds	
CFDA Number	16AACR1365	16AMORT304	16AMORT340	CARES Act	16AMORT3PH	N/A	16AACR136P		STF Funds	OR-65-012	N/A	N/A	N/A					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	
Case Management	7,748					862									286.00	\$8,611	\$26.18	
Reassurance	4,898					545									157	\$5,444	\$31.23	
Information & Assistance	1,085					121									81	\$1,206	\$13.44	
Public Outreach	300					33									6	\$333	\$50.00	
Transportation - OAA III-B	-					0								0	0	\$0	\$5.00	
OAA - Meal Site Mgmt		15,198	20,968	12,546		4,022								19,017	26,950	\$71,751	\$1.87	
Food Service - Frozen HDMs			12,300			1,368	4,200								6,000	17,668	\$2.75	
Site Purchased Meals - Restaurant		816	1,524	3,744		280									624	6,344	\$9.75	
APD Medicaid HDMs			(8,579)	(3,294)		(954)	(3,054)				45,531			0	3,875	\$29,651	\$7.90	
Evidence-based Health & Wellness programming					5,200	0		0							104	Classes	\$5,200	\$50.00
Non Medical Medicaid Rides										1,606	3,294				360	\$4,900	\$14.00	
Transport - Ride Con Out of Dist.									23,716					1,355	2,710	\$25,071	\$8.75	
Vehicle Maintenance - Ride Conn.						\$513.50				\$4,800						\$5,314	N/A	
Special Tran. Formula-TAXI and or Van									41,016						1,532	\$41,016	N/A	
LIHEAP intakes												1,625			65	\$1,625	\$25.00	
TOTALS	14,033	16,014	26,214	12,986	5,200	6,770	1,147	-	64,732	4,800	1,606	46,826	1,625	20,372		224,333		

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only. The balance of the Ride Connection Funding is State/Local funds

Source of OAA Match - Staff time

County Contract Amount: \$197,192
 Federal Award Totals \$ 88,403.70

Foothills Community Church DBA: Molalla Adult Community Center
Subrecipient Grant Agreement #20-003, Amendment 4

Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of this Agreement and affirm that no other changes are made hereby.

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

Foothills Community Church	CLACKAMAS COUNTY
By: 	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas
Dale Satrum, Lead Pastor	Commissioner: Martha Schrader
Date 6-30-2020	Signing on Behalf of the Board:
Approved as to Content:	
	
Cecily Rose, Center Manager Molalla Adult Community Center	Rodney A. Cook, Deputy Director Health, Housing & Human Services Dept.
Date 6/30/2020	Date

July 23, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement Amendment #1 with Legal Aid Services
of Oregon to Provide Housing Rights and Referral and Legal Assistance for
Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement Amendment #1 with the Legal Aid Services of Oregon to provide Community Development Block Grant (CDBG) and Older American Act (OAA) funded services for residents of Clackamas County.
Dollar Amount and Fiscal Impact	This amendment adds \$85,222 for FY20/21 services. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, Community Services and Supports and the County's agreement with HUD.
Funding Source	Community Development Block Grant (CDBG) & Older American Act (OAA) - no County General Funds are involved.
Duration	Effective July 1, 2020 and terminates on June 30, 2020
Previous Board Action	072519-A6
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of low income and older adults in the community.
Counsel Review	Amendment in a format approved by County Counsel.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9394; Subrecipient #20-006

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of Subrecipient Agreement #20-006, Amendment #1 with Legal Aid Services of Oregon (LASO) to provide Housing Rights and Resources services funded by Community Development Block Grant (CDBG) funds and Legal Assistance Services for older adults and family caregivers funded by Older Americans Act (OAA) funded services for residents of the County. These services link residents with resources to meet their individual needs.

This is a budget adjustment that distributes the OAA and CDBG program funding for legal assistance and housing rights services to be provided during the 2020-21 fiscal year.

Page 2 – Staff Report: H3S#9394
July 25, 2019

This amendment adds \$85,222 in funding for the 2020-21 fiscal year and extends the term of the agreement to June 30, 2021. This amendment is in a format approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,



Jay Alcock, H3S Deputy / For

Richard Swift, Director
Health Housing and Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9394 Subrecipient #: 20-006 Board Agenda #: 072519-A6
Division: Social Services Amendment Number: 1
Contractor: Legal Aid Services of Oregon

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adds funding and units of service for ongoing delivery of services into FY20-21. This results in an increase to the award budget of \$85,222.0.

This Amendment #2, when signed by Legal Aid Services of Oregon ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 31, 2019 as may be amended ("agreement");

WHEREAS, Subrecipient and County desire to amend and restart the Agreement in its entirety as of July 1, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, County and Subrecipient hereby agree that the Agreement is amended as follows:

Term and Effective Date. This restarted Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Amendment may be used to reimburse SUBRECIPIENT for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2020** and not later than **June 30, 2021**, 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.

4. Grant Funds. The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2019 through June 30, 2020 is **\$85,222**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 2 – CDBG Reporting Requirements and Exhibit 4 – OAA Reporting Requirements. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in below.)

- a. **Grant Funds.** COUNTY's funding for this Agreement is the **Community Development Block Grant for Entitlement Communities (\$62,316; CFDA#14.218)** issued to COUNTY by the U.S. Department of Housing and Urban Development (HUD); and COUNTY's funding for grant funds in this Agreement is the **Older Americans Act (\$19,906, CFDA 93.044; \$3,000, CFDA 93.052)** issued to the COUNTY by the State of Oregon, Department of Human Services, Adults & People with Disabilities, Community Services & Supports Unit.
4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$85,222**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 2 – CDBG Reporting Requirements and Exhibit 4 – OAA Reporting Requirements. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in below.)
- a. **Grant Funds.** COUNTY's funding for this Agreement is the **Community Development Block Grant for Entitlement Communities (\$62,316; CFDA#14.218)** issued to COUNTY by the U.S. Department of Housing and Urban Development (HUD); and COUNTY's funding for grant funds in this Agreement is the **Older Americans Act (\$19,906, CFDA 93.044; \$3,000, CFDA 93.052)** issued to the COUNTY by the State of Oregon, Department of Human Services, Adults & People with Disabilities, Community Services & Supports Unit.

Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of this Agreement and affirm that no other changes are made hereby.

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

<p>Legal Aid Services of Oregon</p> <p>By:  Julia Olsen, Regional Director</p> <p>7/7/2020</p> <p>_____ Date</p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader</p> <p>Signing on Behalf of the Board:</p> <p>_____ Rodney A. Cook, Deputy Director Health, Housing & Human Services Dept.</p> <p>_____ Date</p>
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July 23, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #4, to Intergovernmental Subrecipient Agreement
with City of Sandy – Senior & Community Center to Provide Social Services
for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement, Amendment #4 with the City of Sandy – Senior & Community Center to provide Older American Act (OAA) funded services for persons in the Sandy service area.
Dollar Amount and Fiscal Impact	This amendment adds \$233,609 for FY20/21 services. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
Duration	Effective July 1, 2020 and terminates on June 30, 2021
Previous Board Action	051619-A2, 060420-A2, 070920-A2
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Council	Amendment in a format approved by County Counsel
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9264; Subrecipient #20-009

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #4 with the City of Sandy – Senior & Community Center to provide Older American Act (OAA) funded services for qualified persons living in the Sandy service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that distributes the OAA program funding, Ride Connection transportation pass through funds and LIHEAP funding for services to be provided during the 2020-21 fiscal year.

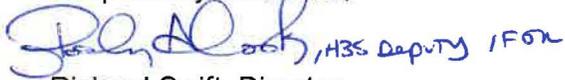
July 23, 2020
H3S#9246

This amendment adds \$177,985 in funding for the 2020-21 fiscal year and extends the term of the agreement to June 30, 2021. This amendment is in a format approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard Swift", with the text "H3S Deputy FOR" written below it.

Richard Swift, Director

Health Housing & Human Services

Subrecipient Grant Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9264

Subrecipient #: 20-009

Board Agenda #: 051619-A2, 060420-A2, 070920-A2

Amendment Number: 4

Division: Social Services

Contractor: City of Sandy – Sandy Senior & Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Grant Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adds funding and units of service for ongoing delivery of services into FY20-21. This results in an increase to the award budget of \$177,985.

This Amendment #4, when signed by the City of Sandy – Sandy Senior & Community Center (“SUBRECIPIENT”) the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County (“COUNTY”) will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended (“agreement”);

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend and restart the Agreement in its entirety as of July 1, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, COUNTY and SUBRECIPIENT hereby agree that the Agreement is amended as follows:

Term and Effective Date. This restarted Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Amendment may be used to reimburse SUBRECIPIENT for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2020** and not later than **June 30, 2021**, 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.

4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2019 through June 30, 2020 is **\$232,570**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this

- Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- a. **Grant Funds.** The COUNTY's funding of **\$114,554** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$34,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation, and TriMet.
 - b. **Other Funds.** COUNTY's funding of **\$66,846** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$12,870** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$3,500** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.
4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$204,402**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- a. **Grant Funds.** The COUNTY's funding of **\$79,744** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$34,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation, and TriMet.
 - b. **Other Funds.** COUNTY's funding of **\$65,796** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$20,562** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$3,500** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

I. Amend: Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

To Read:

CITY OF SANDY - SENIOR CENTER
 Fiscal Year 2019-20

	OAA III B	OAA IIB	OAA IIC1	OAA IIC2	OAA IIC2	OAA IID	OAA IIE	Required	NSIP	Other	Ride Connection		InMet Funds		MEDICAID	LIEAP	Program	NO. OF	TOTAL	REIMBURSE-	
	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Match	Funds		Funds	STF	STF	Funds	Funds	Income	UNITS				COST
Federal Award Numbers	16A0RTSS	CARES Ad	16A0RT30M	16A0RT30D	F & CARES Ad	16A0RT3PH	16A0RT3FC	N/A	16A0RT3SP	Other	STF	5310 Funds	5310 Funds	STF	Funds	Funds	Income	NO. OF	TOTAL	REIMBURSE-	
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.043	93.052		93.053	Funds	N/A	20.513	20.513	N/A				UNITS	COST	MENT RATE	
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	
COVID Grant Award		9575			14,344			N/A												\$23,919	
Case Management (Hours)	\$3,295	\$750						\$366										113	\$4,411	\$35.81	
Reassurance (Contacts)	\$1,434	\$750						\$159										84	\$2,343	\$25.90	
Info. & Assistance	\$3,429							\$381										188	\$3,810	\$18.27	
Transportation OAA	\$5,244	\$1,000						\$583									\$1,000	1,311	\$6,827	\$4.00	
Physical Activity/ Falls Prevention						\$5,110		\$0										68.1 Classes	\$5,110	\$75.00	
Family Cgvr. Respite							\$5,536	\$1,384									\$2,000	175	\$6,920	\$31.70	
Trans - Ride Con. Out of Dist											\$22,190						\$600	2,536	\$22,190	\$8.75	
Transportation - Special Needs											\$40,525							1,039	\$40,525	\$39.00	
Transportation - Boring Lifeline											\$3,081		\$30,000					848	\$33,081	\$39.00	
Transport - T19 Non-Med.														\$336	\$714			75	\$1,050	\$14.00	
Ride Con - Vehicle Maint								\$1,200				\$4,800						N/A	\$6,000	N/A	
Food Service - Frozen HDM				\$13,250				\$1,473	\$4,810									6,775	\$19,534	\$0.718	
OAA Nutrition Supplies					\$500			\$0											\$500		
OAA Meal Site Management			\$8,027	\$4,011	\$36,324			\$1,339									\$22,560	23,500	\$49,701	\$1.30	
Site Purchased Meals - Restaurant					\$2,400													300	\$2,400	\$8.00	
Medicaid Meals - SDSD				(\$3,028)	(\$1,026)			(\$337)	(\$1,182)						\$14,310		(\$1,440)	1,500	\$8,737	\$7.79	
LIEAP Intakes																\$3,500		140	\$0	\$25.00	
TOTALS	\$13,402	\$12,075	\$8,027	\$14,233	\$52,542	\$5,110	\$5,536	\$6,550	\$3,628	\$0	\$65,796	\$4,800	\$30,000	\$336	\$15,024	\$3,500	\$24,720		\$237,059		

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time & Units of Service in excess of contract

Contract Amount: \$232,570

Federal Award Total \$149,354

TO READ: Exhibit 6 – Budget and Units of Services – Unit Cost Schedule

CITY OF SANDY - SENIOR CENTER
 Fiscal Year 2020-21

To Read

	OAA IIB	OAA IIC1	OAA IIC2	OAA IIC2	OAA IID	OAA IIE	Required	NSIP	Other	Ride Connection		TriMet Funds		MEDICAID	LIEAP	Program	NO. OF	TOTAL	REBURSE
	Funds	Funds	Funds	Funds	Funds	Funds	Match	Funds		State	STF	5310 Funds	5310 Funds	STF	Funds	Funds			
Federal Award Numbers	16A0RT3SS	16A0RT3CA	16A0RT3HD	CARES Acts	16A0RT3PH	16A0RT3FC	N/A	16A0R3SF	Funds	STF	5310 Funds	5310 Funds	STF	Funds	Funds	Income	UNITS	COST	MENT RATE
CFDA Number	93.044	93.045	93.045	93.045	93.043	93.052		93.053	Funds	N/A	20.513	20.513	N/A						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)
Case Management (Hours)	\$3,295						\$366										92	\$3,661	\$35.81
Reassurance (Contacts)	\$1,434						\$159										55	\$1,593	\$25.90
Info. & Assistance	\$3,429						\$361										188	\$3,810	\$18.27
Transportation OAA	\$5,244						\$563									\$1,000	1,311	\$5,827	\$4.00
Physical Activity/ Falls Prevention					\$2,660		\$0										57 Classes	\$2,660	\$50.00
Family Crgvr. Respite						\$5,536	\$1,384									\$2,000	175	\$6,920	\$31.70
Trans - Ride Con. Out of Dist							\$0			\$22,190						\$600	2,536	\$22,190	\$8.75
Transportation - Special Needs							\$0			\$40,525							1,039	\$40,525	\$39.00
Transportation - Boring Lifeline							\$0			\$3,081		\$30,000					848	\$33,081	\$39.00
Transport - T19 Non-Med.							\$0										0	\$0	#DIV/0!
Ride Con - Vehicle Maint							\$1,200				\$4,800						N/A	\$6,000	N/A
OAA Meal Site Management		\$14,916	\$18,190	\$11,994			\$3,681									\$26,400	27,500	\$48,761	\$2.60
Food Service - Frozen HDM			\$11,839				\$1,316	\$4,043									5,775	\$17,198	\$2.750
Site Purchased Meals - Restaurant		\$497	\$928	\$2,280			\$158										390	\$3,863	\$9.75
Medicaid Meals - SDDS			(\$4,014)	(\$1,348)			(\$446)	(\$1,379)						\$20,563			1,750	\$13,375	\$7.90
LIEAP Intakes							\$0								\$3,500		140	\$0	\$25.00
TOTALS	\$13,402	\$15,413	\$26,943	\$12,926	\$2,660	\$5,536	\$8,784	\$2,664	\$0	\$65,796	\$4,800	\$30,000	\$0	\$20,563	\$3,500	\$30,000		\$209,686	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time & Units of Service in excess of contract

Contract Amount: \$204,402

Federal Award Total: \$114,544

City of Sandy – Sandy Senior & Community Center
Subrecipient Grant Agreement #20-009, Amendment 4

Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of this Agreement and affirm that no other changes are made hereby.

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

City of Sandy – Sandy Senior & Community Center	CLACKAMAS COUNTY
By:  Jordan Wheeler, City Manager	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
Date July 7, 2020	Signing on Behalf of the Board:
Approved as to Content:  Tanya Richardson, Comm. Services Director	Rodney A. Cook, Deputy Director Health, Housing & Human Services Dept.
Date 7/6/20	Date

July 23, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment #2 with
Community Living Above to provide
Youth marijuana and substance abuse prevention efforts in West Linn/Wilsonville.

Purpose/Outcome	Community Living Above (CLA) will continue to provide and implement strategies to reduce youth marijuana and substance use and abuse, change community norms around the use of drug/alcohol, and increase youth resistance skills in West Linn/Wilsonville to middle and high school students.
Dollar Amount and Fiscal Impact	Amendment #2 adds \$30,000 for a maximum value of \$90,000 and extends the end date to June 30, 2021. No County Staff are funded through this Agreement.
Funding Source	Marijuana Tax Revenue
Duration	July 1, 2020 through June 30, 2021
Previous Board Action/Review	n/a
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: June 29, 2020
Contact Person	Adam Freer 562-676-7675
Contract No.	CFCC -9095

BACKGROUND:

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Local Subrecipient Grant Amendment #2 with Community Living Above (CLA). CLA is a community-based coalition that engages, educates, and empowers individuals, youth, and their families in drug and alcohol prevention in the West Linn/Wilsonville school district. The agreement will increase awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide case management for at-risk youth. Student participants will demonstrate increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/post-tests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2021 and adds \$30,000 for a maximum value of \$90,000. It has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard Swift, H3S deputy / for". The signature is stylized and cursive.

Richard Swift, Director
Health, Housing & Human Services

Local Subrecipient Grant Amendment (FY 20-21)
H3S – Children, Family & Community Connections Division

<u>Local Grant Agreement Number: 9095</u>	<u>Board Order Number: n/a</u>
<u>Department/Division: H3S-CFCC</u>	<u>Amendment No. 2</u>
<u>Local Recipient: Community Living Above</u>	<u>Amendment Requested By: Korene Mather</u>
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This Amendment adds additional funds to continue Youth Substance Abuse Prevention services.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$30,000 for a revised maximum of \$90,000. It becomes effective July 1, 2020 and terminates June 30, 2021.

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

AMEND:

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 **December 1, 2018** and not later than **June 30, 2020**, 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.

TO READ:

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 **December 1, 2018** and not later than **June 30, 2021**, 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.

AMEND:

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$60,000 [thirty-thousand dollars]**.

TO READ:

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$90,000**.

REPLACE:

Exhibit B: Community Living Above– YSAP Budget

WITH:

Organization:	Community Living Above			
Program Name:	Youth Substance Abuse Prevention		Contract number:	9095 Amend 2
Program Contact:	Pam Pearce			
Agreement Term:	12/1/2018 - 6/30/2021			
Approved Award Budget Categories	Approved Budget 12/1/18 - 6/30/19	Approved Budget 7/1/19 - 6/30/20	Approved Budget 7/1/20 - 6/30/21	Total Budget
Personnel Services				
.50 FTE	\$ 8,000.00	\$ 8,000.00	\$ 9,900.00	\$ 25,900.00
Fringe (payroll taxes, workers comp)		\$ 2,000.00	\$ 2,324.00	\$ 4,324.00
Total Personnel Services	\$ 8,000.00	\$ 10,000.00	\$ 12,224.00	\$ 30,224.00
Administration				
Payroll	\$ 1,055.00	\$ 500.00	\$ 638.00	\$ 2,193.00
Liability Insurance	\$ -		\$ 2,873.00	\$ 2,873.00
Quickbooks software	\$ -		\$ 840.00	\$ 840.00
Capacity Building (newsletter, marketing of events, website support)			\$ 3,700.00	\$ 3,700.00
Program Supplies				
Meeting Food/Refreshments	\$ 4,145.00	\$ 1,500.00	\$ 1,200.00	\$ 6,845.00
Promotional SWAG	\$ 3,750.00	\$ 300.00	\$ 675.00	\$ 4,725.00
Promotional events, Educational Materials	\$ 3,500.00	\$ 800.00	\$ 1,900.00	\$ 6,200.00
Campaign "Parents Who Host Lose the Most"		\$ 700.00	\$ 700.00	\$ 1,400.00
Resource Directory	\$ 1,200.00	\$ 200.00	\$ -	\$ 1,400.00
TAB Graduation Event	\$ -	\$ -	\$ 750.00	\$ 750.00
Office supplies (meeting exp, supplies, printing, copies, program materials etc)	\$ 850.00	\$ 250.00	\$ 750.00	\$ 1,850.00
Training/Conference	\$ 7,500.00	\$ 3,750.00	\$ 1,500.00	\$ 12,750.00
Additional (please specify)				\$ -
Peer Support Advisor/Contractor Services		\$ 9,000.00	\$ 2,250.00	\$ 11,250.00
Prevention Partnership with WL/WV School District		\$ 3,000.00	\$ -	\$ 3,000.00
Total Programmatic Costs	\$ 22,000.00	\$ 20,000.00	\$ 17,776.00	\$ 59,776.00
Total Approved Budget	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 90,000.00

ADD:

Community Living Above– Youth Substance Abuse Prevention Reimbursement Request July '20-June '21

Exhibit C-1 REQUEST FOR DISBURSEMENT				
Requests for payment and projected costs are due 15 days before the end of the quarter, and should include:				
<ul style="list-style-type: none"> • Request with an authorized signature • Narrative explaining projected costs and activities that will occur 				
	Organization: Community Living Above (CLA)		Contract #: 9095 - Amend 2	
	Address: 2600 Lexington Terrace West Linn, OR 97068		Payment request is for:	
	Contact Person: Pam Pearce			
	Phone Number: 503-719-2057			
	E-mail: communitylivingabove@gmail.com			
Budget Category	Budget	Projected Costs July-Sept '20	Received To Date	Balance
<u>Personnel</u>				
.50 FTE	\$ 9,900.00	\$ -	\$ -	\$ 9,900.00
Fringe (payroll taxes/workers comp)	\$ 2,324.00	\$ -	\$ -	\$ 2,324.00
Total Personnel	\$ 12,224.00	\$ -	\$ -	\$ 12,224.00
<u>Administration</u>				
Payroll	\$ 638.00	\$ -	\$ -	\$ 638.00
Liability Insurance	\$ 2,873.00	\$ -	\$ -	\$ 2,873.00
Quickbooks Software	\$ 840.00	\$ -	\$ -	\$ 840.00
Capacity Building (newsletter, marketing, website support)	\$ 3,700.00	\$ -	\$ -	\$ 3,700.00
<u>Program Supplies</u>				
Meeting Food/Refreshments	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
Promotional SWAG	\$ 675.00	\$ -	\$ -	\$ 675.00
Educational Materials	\$ 1,900.00	\$ -	\$ -	\$ 1,900.00
Campaign "Parents Who Host Lost the Most"	\$ 700.00	\$ -	\$ -	\$ 700.00
T AB Graduation Event	\$ 750.00	\$ -	\$ -	\$ 750.00
Office supplies (meeting exp, supplies, printing, copies, program materials etc)	\$ 750.00	\$ -	\$ -	\$ 750.00
T raining/Conference	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
<u>Additional (please specify)</u>				
Peer Support Advisor/Contractor Services	\$ 2,250.00	\$ -	\$ -	\$ 2,250.00
Total Program	\$ 17,776.00	\$ -	\$ -	\$ 17,776.00
Total Grant Costs	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00

ADD:

Exhibit A-2: Community Living Above– Youth Substance Abuse Work Plan Quarterly Report July 1, 2020 – June 30, 2021

Provider: Community Living Above
Activity: Youth Substance Abuse Prevention
Contract Period: July 1, 2020-June 30, 2021

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jul- Dec	Jan- Feb	Mar- Apr	May- June
Community Assessment: A & D Assessment - Achieve a clear understanding of the local conditions related to youth substance abuse. - Compare local student survey data with County and State data. Conduct at least 3 student focus groups this includes OR Wellness Survey participation. Interview a minimum of 6 local stakeholders; law enforcement-MIPs, school suspensions and drop out rates, create parent survey w/Pride, emergency room visits, juvenile court data, treatment admission.	Community Assessment (Report) arranged with coalition sector or completed by December 31, 2020 Report # of focus groups, # interviews, date assessment complete	# focus groups conducted				
		# interviews conducted				
		Assessment complete				
Student A & D Prevention Education - Complete at least 3 educational prevention events reaching at least 300 students such as; Spring Mentor Days, TMEC, National Facts Week. Demonstrate number of youth reached and an increased knowledge about substance use disorder. - Continue to support Sources of Strength Program in partnership with the West Linn Wilsonville	85% of student participants will report increased knowledge as measured by post evaluation surveys 10% of the entire middle school and high school populations aware of the Sources of Strength Program	# events				
		# youth participants				
		# survey responses				
		# reporting increased knowledge				
Community Education - Create newsletter that shares info regularly in general and with 12 sector Coalition reps - Create and maintain list that we share newsletter, events, etc.		Date resource guide complete				
		# resource guides distributed				
Coalition Development - CLA Board and Coalition Representatives - Recruit and refine board to represent the Drug Free Communities 12 Coalition Sectors. Schedule and set meetings for board and coalition reps to create framework of establishing and strengthening collaboration to support community coalition working to prevent youth substance use.	Board Roster CR Roster Meeting Minutes # CADCA Attendees	# sectors represented on Board				
		# Board meetings				
		# CADCA attendees				
Student Engagement - Host a minimum of 6 High School lunches for the CLA Teen Advisory Board and peer led mentor days with middles schools. Demonstrate attendance through a sign in sheet. - Involved in two events that partner with other schools doing prevention work.	90% of TAB students will report increased A & D knowledge	# TAB lunch events				
		# of students attending				
Parent Education Implement two larger Parent/Community Education Events: - Awareness & Education Event – Fall o Coincide with WLHS back to school packet letter about CLA - "Parents Who Host Lose the Most Campaign," Spring o Obtain a minimum of 200 Parent Pledges to encourage youth to be substance free.	85% of parent participants will report increased knowledge and skills for talking to youth about A&D issues as measured by parents' survey	# parent groups				
		# of parents pledging				
		# parents reporting increased knowledge and skills				

PROGRAM REPORTING SCHEDULE AND WORK PLAN QUARTERLY REPORT

PERFORMANCE REPORTING SCHEDULE

Community Living Above will submit a Quarterly Activity Report (Exhibit C-2) to the Clackamas County Program Manager, no later than the 15th day of the month following the end of the quarter.

The Activity Report will include the following metrics.

- a) Number of at-risk youth served
- b) Number and type of activities conducted during the month.

A true accounting of program expenses for the previous quarter and receipts should be submitted with each request for funds using Exhibit C-3 Actual Expense Report.

Community Living Above will submit a quarterly Performance Report, to the Clackamas County Program Manager, no later than the 15th day of the month following the end of the calendar quarter. Quarterly reports must be submitted electronically on the Work Plan Quarterly Reporting document template (Exhibit A-2).

Due dates are as follows:

- October 1 – December 31, 2020 due January 15, 2021
- January 1 – March 31, 2021 due April 15, 2021
- April 1 – June 30, 2021 due July 15, 2021

The Final Performance Report should be submitted no later than July 15, 2021.

In addition to the Quarterly Performance Reports, CLA must notify Clackamas County Program Manager of developments that have a significant impact on the grant-supported activities. OCT must inform Clackamas County Program Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

[Signature page follows]

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

AGENCY
Community Living Above
2600 Lexington Avenue
West Linn, OR 97068

By: 
Pam Pearce, Executive Director

Date: July 1, 2020

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date: _____

Approved as to budget and work plan:


Adam Freer, Director
Children, Family & Community Connections Division

Date: July 6, 2020



DAN JOHNSON
DIRECTOR

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

July 23, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval to apply for a Transportation Growth Management (TGM) Grant
to update the Pedestrian and Bicycle Master Plans

Purpose	Approval to apply for a TGM Grant to update the Pedestrian and Bicycle Master Plans.
Dollar Amount and Fiscal Impact	\$200,000 in grant funds will be requested. Matching funds in the amount of \$24,000 (12%) will be provided in the form of in-kind staff time.
Funding Source	TGM grant funds and in-kind staff time match funded by the Clackamas County Road Fund.
Duration	Grant award announcement would occur no later than November 2020. If grant is awarded, project would begin in Summer of 2021 and be complete no later than Fall 2022.
Previous Board Action	No previous action.
Strategic Plan Alignment	This item aligns with the stated policy perspectives of: <ul style="list-style-type: none"> • Carbon Neutrality, including developing and implementing a Climate Action Plan • Healthy and Active Lifestyle, guiding housing, transportation, and land use policies and decisions
Counsel Review	This items does not require Counsel Review. Finance has reviewed the lifecycle form.
Procurement Review	1. Was this item processed through Procurement? No 2. If no, provide brief explanation: Item is a grant
Contact Person	Scott Hoelscher, Senior Transportation Planner - 742-4533

BACKGROUND:

This project will simultaneously update the Pedestrian and Bicycle Master Plans that were both last updated in 2003. The goal of the project to establish a comprehensive long-term vision for improving walking and biking as a mode of transportation in Clackamas County. The end result will be a document that guides and equitably prioritizes future biking and walking transportation investments and active transportation policy in Clackamas County for the next 20 years. The consolidated plan will serve as the pedestrian and bicycle elements of the Transportation System Plan, which is Chapter 5 of the Comprehensive Plan. Maintaining up-to-date pedestrian and bicycle transportation plans is required by Oregon state law and statewide planning Goal 12: Transportation. The grant applications is due on July 31, 2020.

RECOMMENDATION:

Staff respectfully recommends the adoption of attached Resolution of Support for the Transportation and Growth Management (TGM) grant application to update the Clackamas County Pedestrian and Bicycle Master Plans and requests the BCC sign the attached letter of support.

Respectfully submitted,

Scott Hoelscher

Scott Hoelscher- Senior Transportation Planner

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

In the Matter of Approval to Apply
and Resolution of Support for the
Transportation and Growth
Management (TGM) Grant to update
the Clackamas County Pedestrian
and Bicycle Master Plans



Resolution No. _____

Page 1 of 2

WHEREAS, the TGM Grant Program, administered by the Oregon Department of Transportation and Department of Land Conservation and Development, provides funds to help local governments develop land use and transportation plans; and

WHEREAS, *Performance Clackamas*, the Clackamas County Strategic Plan, was updated in January 2020; and

WHEREAS, the Board of County Commissioners emphasized the importance of planning safe and healthy communities in *Performance Clackamas* by including a policy perspective to guide transportation decision making: *Healthy and Active Lifestyle, guiding housing, transportation and land use policies*; and

WHEREAS, since the Pedestrian and Bicycle Plans were last updated in 2003, project priorities, policy perspectives, technologies, design standards and public engagement methods have changed; and

WHEREAS, the Oregon Transportation Planning Rule (Oregon Administrative Rule 660-012-000) requires cities and counties to develop balanced, multimodal systems and to include bicycle and pedestrian plan elements in Transportation System Plans; and

WHEREAS, the purpose of the Clackamas County Pedestrian and Bicycle Plan update project is to establish a long-term active transportation vision that prioritizes bicycle and pedestrian investments through an equity framework and health lens; and.

WHEREAS, the TGM Program requires Board of County Commissioners approval in the form of a board resolution and letter of support.

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

In the Matter of Approval to Apply
and Resolution of Support for the
Transportation and Growth
Management (TGM) Grant to update
the Clackamas County Pedestrian
and Bicycle Master Plans



Resolution No. _____

Page 2 of 2

**NOW THEREFORE, the Clackamas County Board of Commissioners do
hereby order/resolve**

that the Clackamas County Board of Commissioners grant approval to apply
and submit a letter of support for the TGM Application for an update to the
Clackamas County Pedestrian and Bicycle Plans.

Dated this _____ day of _____, 2020

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

July 23, 2020

Mr. Glen Bolen
Transportation and Growth Management Program
ODOT Region 1
123 NW Flanders Street
Portland, OR 97209

RE: TGM Grant Application: Clackamas County Pedestrian and Bicycle Plan Update

Dear Mr. Bolen:

The Clackamas County Board of County Commissioners (BCC) supports the Transportation and Growth Management (TGM) Grant application to update the Clackamas County Pedestrian and Bicycle Master Plans.

The BCC has placed a greater emphasis on healthy, active communities with the 2020 update of the County's strategic plan, *Performance Clackamas* and the addition of two *Policy Perspectives* or "lenses" to be applied to future decisions: "Carbon Neutrality" and "Healthy and Active Lifestyle, guiding housing, transportation and land use policies and decisions." This project will establish a long-term vision for pedestrian and bicycle transportation in Clackamas County and is need now to comply with *Performance Clackamas* policies.

The project will have a multiple benefits, including prioritizing pedestrian and bicycle infrastructure and programmatic investments; creating a network of "slow neighborhood streets" signed at 20 mph and planning for new mobility options such as electric bikes and "last mile" options. A critical element is to assure the process is equitable and inclusive and develop a plan which serves everyone in our community. Therefore, we support deploying an "equity lens" throughout the planning process and inclusive, innovative engagement strategies to seek guidance from historically underserved communities.

The BCC supports the submittal of the TGM grant application in the amount of \$200,000 and further commits the County to provide \$24,000 (12%) in-kind staff time match for the project. Please see the attached resolution supporting the Department of Transportation and Development grant application for funding to update the Pedestrian and Bicycle Master Plans. We strongly encourage funding for this important and needed project.

Sincerely,

Jim Bernard, Chair
Clackamas County Board of Commissioners

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: _____
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): _____
Requestor Contact Information: _____
Department Fiscal Representative: _____
Program Name or Number (please specify): _____
Brief Description of Project:

Name of Funding (Granting) Agency: _____

Agency's Web Address for Grant Guidelines and Contact Information:

OR

Application Packet Attached: Yes No

Completed By: _____ Date: _____

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant	Non-Competing Grant	Other	Funding Agency Award Notification Date: _____
CFDA(s), if applicable: _____			Announcement/Opportunity #: _____
Announcement Date: _____			Max Award Value: _____
Grant Category/Title: _____			Match Requirement: _____
Allows Indirect/Rate: _____			Other Deadlines: _____
Application Deadline: _____			Other Deadline Description: _____
Grant Start Date: _____			<div style="border: 1px solid black; height: 20px;"></div>
Grant End Date: _____			Program Income Requirement: _____
Completed By: _____			
Pre-Application Meeting Schedule: _____			

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

2. What, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this grant? How will we meet these objectives?

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sunsetting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant?

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this grant?

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

2. Are other revenue sources required? Have they already been secured?

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Program Approval:

Name (Typed/Printed)	Date	Signature
** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **		
ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.		

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR or ELECTED OFFICIAL (or designee, if applicable)		
Dan Johnson	06/19/20	
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Avolve Software Corp. Software as a Service Agreement /
Procurement of Software Services from SHI International Corp.**

Purpose/Outcomes	Approval of a purchase of Avolve Software for electronic permitting and plans review through a cooperative agreement from SHI International Corporation.
Dollar Amount and Fiscal Impact	Contract total value of \$978,092.85. \$315,624.21 will be paid out of the current fiscal year for the implementation costs and the first year of services. The rest of the total is broken out over each of the next four fiscal years for the annual service fee.
Funding Source	DTD's Building Codes Division and Engineering Development Review team will be integrating the software first, with the contract amount allocated to both funding entities based upon system users. The funds to support this software are from fees for service (permitting, application and plans review fees). No general funds are used for this contract. These funds are accounted for in our approved FY20-21 budget.
Duration	Total duration of five (5) years.
Previous Board Action/Review	None
Strategic Plan Alignment	<p>1. <i>How does this item align with your Department's Strategic Business Plan goals?</i> A core purpose in the Land Use and Development line of business is to provide planning, property information and permitting services so all in the County can experience a safe, thriving and well-planned community, make informed decisions, invest and develop property. Electronic permitting and plans review allows us to fulfill this purpose, especially with the constraints of the coronavirus pandemic. Additionally, it is a departmental key result to have electronic plans review in place by 2021.</p> <p>2. <i>How does this item align with the County's Performance Clackamas goals?</i> Ensuring community members can develop land and structures, and have access to permitting services, aligns with the Performance Clackamas strategic priority of growing a vibrant economy. This is seen in the fact that each year the work of DTD Development Services results in 6.7 million square feet constructed, which adds \$675 million of improvements to Clackamas County.</p>

Counsel Review	County Counsel reviewed and approved this document on July 14, 2020.
Contact Person	Cheryl Bell, DTD Assistant Director - Development 503-742-4721

BACKGROUND:

As part of our Land Use and Permitting line of business, the Department of Transportation and Development (DTD) serves as the permitting authority for unincorporated Clackamas County, and several cities (by intergovernmental agreement). Annually, this work involves more than 350,000 customer interactions, and the processing of more than 32,000 development related permits, which results in over 6 million square feet constructed at a constructed improvements value of \$675 million.

For facilitating these transactions, the department has relied on paper submittals, which can be challenging with seven internal workgroups that may need to review a permit submittal, and a variety of outside service districts that also need to review and approve the proposal. Prior to the onset of the pandemic, the service model required the customer to facilitate our process by driving to County offices, and walking through up to seven work areas to submit their plans.

With the onset of COVID-19, DTD Land Use and Permitting rapidly deployed a digital submittal solution, but this process was created as an interim measure, and is not designed for the long term. Being unsure of how long restrictions on public groupings will be in place, and with the understanding that once our customers become accustomed to submitting digitally it will be difficult to go back to paper submittals, DTD is requesting to contract with Avolve Software using a cooperative agreement to purchase an electronic plans review platform (e-plans). This software solution includes an online submittal portal (OAS), a plans review module (ProjectDox), and a document viewer system (PlansAnywhere).

This e-plans platform will be the vehicle to establish sustained electronic plans review for our department, and will allow us to maintain the integrated service model established for our customers during COVID-19 using temporary digital submittal measures. The Avolve product provides improved tools for both our customers and our staff;

- An online submittal portal that allows customers to submit payments and upload drawings;
- The ability to invite multiple agencies and reviewers to a project without them having to purchase software or licenses;
- Workflows that are accessible to all project invitees and shows real-time comments and status;
- Secure cloud servers for storing and managing documents; and,
- A field solution for inspection staff to review, use, and mark up approved plans.

The platform will be a SaaS (cloud) hosted solution, and this approach has been reviewed and approved by the county’s Technology Services Department.

The plan is to transition the Building Codes and Engineering Development Review teams over to the integrated solution first, and then additional work groups will make the transition once the software solution has been deployed. The contract amount will be allocated to both funding entities based upon system users, and is accounted for in our approved FY20-21 budget.

PROCUREMENT PROCESS:

On April 06, 2020, a Procurement Request was submitted to the Procurement Office for Avolve Software. After some initial research it was determined that the requested software could be purchased off of the SHI International Corp. Omnia Partners Cooperative Contract #2018011-02. A Notification of Intent to Purchase off of said Cooperative Contract was advertised in accordance with ORS 279B and LCRB Rule C-046-0440 on May 21, 2020. The County did not receive any comments during the seven (7) day protest period. Procurement and Counsel have negotiated the proposed Agreement with Avolve Software Corporation and have come to a tentative agreement.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners approve the attached Software as a Service Agreement, with Avolve Software Corporation and, to complete the transaction, authorize the Procurement Office to execute a Purchase Order to SHI International Corp and any other needed instruments in order to complete the full five (5) year term.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director

Placed on the Agenda of _____ by Procurement and Contract Services



AVOLVE SOFTWARE CORPORATION Software as a Service Agreement

This agreement ("Agreement") is made this July 23, 2020 ("Effective Date") by and between Avolve Software Corporation, a Delaware corporation with offices at 4835 E. Cactus Road, Suite 420, Scottsdale, Arizona 85254, United States of America, ("Avolve" or "Services Provider") and Clackamas County ("Customer").

WHEREAS Avolve offers remotely hosted subscription, software-as-a-service access (on hardware owned or operated on behalf of Avolve by a third party hosting service provider such as Microsoft Corporation) to Avolve's software (collectively, such hosted electronic plan review and project information management, collaboration and review system, including all software applications, application program interfaces, modules, databases, hardware, infrastructure, documentation and system administration, management and monitoring activities that Avolve provides for the software shall be referred to herein as the "Avolve SAAS Solution");

WHEREAS Avolve provides professional services ("Professional Services") to assist customers with among other things, implementation of the Avolve SAAS Solution and training;

WHEREAS the Customer desires to purchase use rights for the Avolve SAAS Solution and related Professional Services (the "Initial Purchase") from Avolve and, pay for such purchases either directly or pursuant to an agreement between the Customer and a third party financing source reasonably acceptable to Avolve (the "Financing Company"); and

WHEREAS Avolve and Customer now desire to provide the terms and conditions under which Avolve will provide the Initial Purchase to Customer, as well provide the terms and conditions for the Customer to purchase other Professional Services from Avolve, with or without the assistance of Financing Company or another paying agent;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Avolve and Customer agree as follows.

SECTION A. – AVOLVE SAAS SOLUTION

1. Avolve SAAS Solution.
 - a. Use Rights. Subject to Customer's compliance with all the terms and conditions of this Agreement, Avolve grants to Customer a non-exclusive, non-transferable, non-sublicensable right during the subscription term ("Subscription Term") identified in the Implementation SOW (attached hereto as Exhibit 2) to permit Users to use the Avolve SAAS Solution identified in the Implementation SOW for Customer's internal business operations, solely for the specific Business Unit(s) as further set forth in the Implementation SOW. Should Customer desire to reorganize any such Business Unit, it shall provide Avolve written notice as soon as possible following the determination of reorganization, so that Avolve may review the planned reorganization to determine if it is consistent with the Business Unit limitation in this use rights grant and, if not, what additional fees will be required due to Customer's reorganization to include additional Business Units. As used in this Agreement, "User" means authorized Customer employees and third parties that require access to the Avolve SAAS Solution in connection with the Customer's internal business operations, such as the Customer's administrators, contractors, reviewers, and applicants. There may be different types/levels of Users for the Avolve SAAS Solution, such as administrator Users, if so identified in the Implementation SOW.
 - b. Storage. The Avolve SAAS Solution will include for the initial Subscription Term the amount of storage set forth in the Implementation SOW. Customer acknowledges that should Customer exceed the included storage limits after Avolve has sent notice to Customer in accordance with Avolve's then-

current standard storage limits and data backup practices (available upon request), additional charges will be incurred by Customer. Avolve shall invoice Customer for any such additional incurred charges, and Customer shall pay such invoices, in accordance with Section C of this Agreement. Avolve may, in its sole discretion, increase the amount of standard storage included at no additional charge with the Avolve SAAS Solution, with such modification to become effective upon the effective date of any renewal term provided that Avolve provides Customer written notice of such modification at least ninety days in advance of the expiration of the then-current Subscription Term.

- c. Restrictions on Use. Customer will not, and will ensure that its Users do not: (i) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, host or transmit in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, any part of Avolve SAAS Solution or any other Avolve materials; (ii) use the Avolve SAAS Solution or any other Avolve materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training); (iii) assign, sublicense, sell, lease, loan, resell, sublicense or otherwise distribute or transfer or convey the Avolve SAAS Solution or any other Avolve materials, or pledge as security or otherwise encumber Customer's rights under this Agreement; (iv) make any use of or perform any acts with respect to the Avolve SAAS Solution or any other Avolve materials other than as expressly permitted in accordance with the terms of this Agreement; or (v) use the Avolve SAAS Solution components other than those specifically identified in the Implementation SOW and then only as part of Avolve SAAS Solution as a whole, even if it is also technically possible for Customer to access other Avolve SAAS Solution components; or (vi) modify, further develop or create any derivative works of, disassemble, decompile, reverse engineer or otherwise attempt to obtain or perceive the source code from which any part of Avolve SAAS Solution is compiled or interpreted, or access or use Avolve SAAS Solution in order to build a similar or competitive product or service; (vii) allow use of the Avolve SAAS Solution or any other Avolve materials by anyone other than authorized Users; (viii) publish any results of benchmark tests run on Avolve SAAS Solution; (ix) unless otherwise expressly authorized in writing by Avolve, use the Avolve SAAS Solution in connection with any software product or tools, or any other software as a service not provided by Avolve; and (xi) input, upload, transmit or otherwise provide to or through Avolve SAAS Solution or any systems used by Avolve anything that is unlawful, injurious, or contains, transmits or activates any harmful code. Customer acknowledges that nothing herein will be construed to grant Customer any right to obtain or use the source code from which Avolve SAAS Solution is delivered. Customer shall not tamper with or attempt to disable any security device or protection used by Avolve SAAS Solution or any other Avolve materials, nor shall Customer damage, destroy, disrupt or otherwise impede or harm in any manner the Avolve SAAS Solution or any systems used by Avolve. Customer agrees to take all commercially reasonable steps to ensure that Users abide by the terms of this Agreement and, subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act, expressly agrees to indemnify Avolve, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by Avolve arising from a breach by the User of the conditions of this Agreement.
- d. High-Risk Activities. The Avolve SAAS Solution is not fault-tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems, in which the failure of the Avolve SAAS Solution or derived binaries could lead directly to death, personal injury, or severe physical or environmental damage. The Avolve SAAS Solution is also not designed or intended for use with Federal Tax Information (FTI) as defined in the Internal Revenue Service Publication 1075 (IRS 1075) or criminal justice information ("CJI"), such as fingerprint records and criminal histories. Customer shall not use the Avolve SAAS Solution for any of these high-risk activities, including without limitation transmitting, storing or otherwise processing any FTI or CJI with the Avolve SAAS Solution.

- e. Project Administrator. Customer agrees, if not already designed in the Implementation SOW, to promptly designate in writing one person to be the Customer's point person responsible for all communications with Avolve (the Customer's "Project Administrator"). The Project Administrator is responsible for project administration duties as documented in the Avolve systems guides, statements of work, and documentation (collectively, the "Documentation"), as provided for time to time by Avolve to Customer.
- f. Customer Connection. During the Term, the Customer is responsible for obtaining and maintaining connection to the Avolve SAAS Solution, including the Internet connection. Avolve shall not be responsible for any inadequacy or lack of functionality of Customer's connection to the Avolve SAAS Solution or the inability of the Customer's computer, telecommunications provider, or other equipment and capabilities to access or use the Avolve SAAS Solution.
- g. Third Party Service Providers and Components. Notwithstanding anything to the contrary in this Agreement or any other documents between Avolve and Customer, Customer acknowledges and agrees as follows.
 - 1. The Avolve SAAS Solution and its component parts are protected by copyright and other propriety rights of Avolve and one or more third party software vendors (including Oracle and Open Text Corporation ("OTC") (all such third party vendors, including without limitation Oracle and OTC, shall be referred to herein as "third party vendors" or "third party software vendors"). Customer may be held directly responsible by such third party vendors for acts relating to the Avolve SAAS Solution component parts that are not authorized by this Agreement. Customer's use of such third party software is limited to only in conjunction with Avolve SAAS Solution and Customer acknowledges that it is not allowed to modify such third party software or use it independent from Avolve SAAS Solution. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CUSTOMER WAIVES, AND WILL CAUSE ITS USERS TO WAIVE, ALL CLAIMS AND CAUSES OF ACTION AGAINST SUCH THIRD PARTY SOFTWARE VENDORS THAT ARISE UNDER THIS AGREEMENT.
 - 2. If Customer purchases from Avolve hosting of the Avolve SAAS Solution on the Microsoft® Windows Azure™ platform, the terms and conditions for such cloud services as such may be updated by Microsoft Corporation from time to time, are found online on at <https://docs.microsoft.com/en-us/partner-center/agreements>. Customer should review the documents available on this website carefully to be sure that Customer reviews the appropriate customer agreement. If Customer has purchased Microsoft Cloud for US Government, review the customer agreement for Microsoft Cloud for US Government. If Customer is purchasing commercial access, the customer agreement for commercial access for the United States applies. Upon Customer's request, Avolve will provide Customer with assistance on finding and/or a copy of the appropriate Microsoft customer agreement. Customer acknowledges and agrees THAT (A) THE HOSTED SERVICES WILL BE PERFORMED SOLELY AND EXCLUSIVELY SUBJECT TO THE APPLICABLE MICROSOFT CORPORATION'S CUSTOMER AGREEMENT (the "Microsoft Customer Agreement), (B) THAT AVOLVE DOES NOT GUARANTY MICROSOFT CORPORATION'S OBLIGATIONS PURSUANT TO THE MICROSOFT CUSTOMER AGREEMENT, AND (C) NOR CAN AVOLVE GRANT ANY WARRANTIES OR ADDITIONAL TERMS TO THE CUSTOMER AS TO THE HOSTED SERVICES UNDER THIS AGREEMENT. THE HOSTED SERVICES ARE SOLELY GOVERNED BY THE MICROSOFT CUSTOMER AGREEMENT, TO WHICH AVOVLE IS NOT A PARTY. Microsoft Corporation makes certain service level commitments to its customers, which are available online in the Microsoft Corporation's SLAs at

<https://azure.microsoft.com/en-us/support/legal/sla/summary/>. If Customer desires to make a claim under the Microsoft Corporation SLAs, Customer shall submit the claim through Avolve. Avolve will escalate the claim to Microsoft Corporation for review. If Microsoft Corporation determines that a credit is due, Avolve will credit Customer the amount Microsoft Corporation has paid to Avolve for the SLA credit promptly after receiving the credit from Microsoft Corporation.

- h. Compatibility Updates. Avolve will make commercially reasonable efforts to update the Avolve SAAS Solution, if and as required, to cause it to operate under new versions or releases of current operating systems and internet browsers, within fifteen (15) months of general availability.
- i. Passwords, Access. Customer may designate and add Users and shall provide and assign unique passwords and user names to each authorized User pursuant to Avolve's then-current protocols. At Avolve's discretion, Users may be added either by Avolve or directly by Customer. Customer shall ensure that multiple Users do not share a password or user name. Customer further acknowledges and agrees that it is prohibited from sharing passwords and/or user names with unauthorized users. Customer will be responsible for the confidentiality and use of its Users passwords and user names. Avolve will act as though any electronic communications it receives under such passwords, user names, and/or account numbers have been sent by Customer. Customer agrees to immediately notify Avolve if it becomes aware of any loss or theft or unauthorized use of any of passwords, user names, and/or account numbers. Customer agrees not to access Avolve Cloud by any means other than through the interfaces that are provided by Avolve.
- j. Transmission Of Data. Customer understands that the technical processing and transmission of Customer Data is necessary to use of the Avolve SAAS Solution, and consent to Avolve's interception and storage of Customer Data. Customer understands that its Users or Avolve may be transmitting Customer Data over the Internet, and over various networks, only part of which may be owned by Avolve. Avolve is not responsible for any portions of Customer Data that are lost, altered, intercepted or stored without authorization during the transmission of Customer Data across networks not owned by Avolve.
- k. Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which it acquired Customer Data, (c) be responsible for cooperating and assisting Avolve as reasonably requested by Avolve to facilitate performance of its obligations and exercising of its rights under this Agreement, (d) use the Avolve SAAS Solution and any other materials provided by Avolve only in accordance with the Documentation and applicable laws and government regulations, including complying with all applicable legal requirements regarding privacy and data protection so as to not violate the intellectual property, privacy or any other rights of any third parties, and (e) use commercially reasonable efforts to prevent any security breach, including any unauthorized access to or use of the Avolve SAAS Solution. Should Customer become aware of any actual or threatened security breach, Customer shall promptly notify Avolve and take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Avolve SAAS Solution). Customer shall provide sufficient notice to, and obtain sufficient consent from, its Users and any other party providing personal data to Avolve and its suppliers (including the Microsoft Corporation) to permit the processing of data by Avolve and its supplier, and their respective affiliates, subsidiaries, and service providers solely to the extent such processing of data is expressly allowed for under this Agreement, including for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Avolve solely to the extent Avolve is required to do so by law, or otherwise mutually agreed to in writing by the parties.

- I. Data Backup. The Avolve SAAS Solution is programmed to perform data backups of Customer Data stored within the Avolve SAAS Solution in accordance with Avolve's then-current standard storage limits and data backup practices (available upon request). Additional data backups may be purchased for an additional fee from Avolve and such additional data backup services shall be documented in an SOW pursuant to Section B of this Agreement. In the event of any loss, destruction, damage or corruption of Customer Data caused by Avolve or the Avolve SAAS Solution, Avolve, as its sole obligation and liability and as Customer's sole remedy, will use commercially reasonable efforts to restore Customer Data from Avolve's most current backup of Customer Data.

 - m. Ownership. Customer acknowledges and agrees that Avolve owns all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Avolve SAAS Solution and any suggestions, enhancements requests, feedback, recommendations or other information provided by Customer or any of its Users related to the Avolve SAAS Solution. Customer's use rights to the Avolve SAAS Solution and the related materials supplied by Avolve pursuant to this Agreement are strictly limited to the right to use the proprietary rights in accordance with the terms of this Agreement. No right of ownership, expressed or implied, is granted under this Agreement.
2. Security. The security, privacy and data protection commitments set forth in this Agreement only apply to products and services provided by Avolve directly to Customer and do not include any products or services resold by Avolve hereunder, including any hosting services provided by Microsoft Corporation pursuant to the Customer's Microsoft Customer Agreement.
 - a. Security Program. Avolve has implemented and maintains an information security program that incorporates administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of the Customer Data provided by Customer and its Users to Avolve in accordance with this Agreement. Avolve agrees to preserve the confidentiality, integrity and accessibility of Customer data with administrative, technical and physical measures that conform to generally recognized industry standards, outlined above, and best practices. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by Avolve or open source support.
 - b. Annual Audit. Avolve will use commercially reasonable efforts to conduct an annual security audit of Avolve using an independent third party selected by Avolve. Upon the Customer's written request, a copy of the final report from any such audit shall be promptly provided the Customer. The Customer agrees that any such reports or other information provided to Customer concerning any audit shall be the Confidential Information of Avolve.
 - c. Security Breach. Avolve will notify Customer promptly and in no event later than one (1) business day following Avolve's discovery of a Data Security Breach (defined below) and shall (i) undertake a reasonable investigation of the reasons for and the circumstances surrounding such Data Security Breach and (ii) reasonably cooperate with Customer in connection with such investigation, including by providing Customer with an initial summary of the results of Avolve's investigation as soon as possible, but in all cases within two (2) business days after the date Avolve discovered or reasonably suspected a Data Security Breach, and then regular updates on the investigation as it progresses; (iii) not make any public announcements relating to such Data Security Breach without Customer's prior written approval, which shall not be unreasonably withheld; (iv) use commercially reasonable efforts to take all necessary and appropriate corrective action reasonably possible on Avolve's part designed to prevent a recurrence of such Data Security Breach; (v) collect and preserve evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Data Security Breach, which shall meet reasonable expectations of forensic admissibility; and (vi) if requested by Customer, provide notice to individuals or entities whose Confidential Information was or may have been affected in a manner and format specified by Customer. If a Data Security Breach is directly due to Avolve's breach of this Agreement, the cost of any notices sent under (vi), as well as any other damages, fines and

corrective actions (including credit monitoring services) shall be the responsibility of Avolve. In the event of any Data Security Breach is caused by Avolve, Customer shall have, in addition to all other rights and remedies available under this Agreement, law and equity, the right to terminate the Agreement upon thirty (30) days prior written notice. For purposes of this Agreement, the term “Data Security Breach” shall mean any of the following occurring in connection with Customer Data in connection with Customer’s and its Users’ authorized use of the Avolve SAAS Solution: (a) the loss or misuse of Customer Data; and (b) disclosure to, or acquisition, access or use by, any person not authorized to receive Customer Data, other than in circumstances in which the disclosure, acquisition, access or use is made in good faith and within the course and scope of the employment with Avolve or other professional relationship with Avolve and does not result in any further unauthorized disclosure, acquisition, access or use of Customer Data.

- d. Signatures. The parties shall use electronic signatures for all agreements unless otherwise prohibited by law. Prior to any public disclosure of any document containing a signature, the signature shall be redacted by the disclosing party in a manner which renders it illegible and unable to be copied.
3. Suspension Right. Avolve reserves the right to include disabling devices in the service and software provided under this Agreement and to use such disabling devices to suspend access and/or use (provided that Avolve has provided at least thirty days prior written notice) when any payment is overdue or when Avolve believes that Users are using the Avolve SAAS Solution and/or any other materials or services provided by Avolve hereunder not in accordance with the Documentation, this Agreement and/or applicable laws and government regulations. In addition, if Customer is using Microsoft Corporation for hosting services, Microsoft Corporation may terminate or suspend Customer's hosting services in accordance with the Customer's Microsoft Customer Agreement and, should this happen, Customer will not be able to access the Avolve SAAS Solution. Customer agrees that Avolve shall not be liable to Customer, Users or to any third party for any suspension or inability to access the Avolve SAAS Solution pursuant to this Section A(3). If suspended for failure to pay, upon payment in full of all amounts overdue (including any interest owed), Customer may request the reactivation of its account. Avolve shall reactivate promptly after receiving in advance all applicable reactivation fees, provided that Avolve has not already terminated this Agreement.
4. Ownership and Disposition of Customer Owned Data, Hosting Location. “Customer Data” refers to the data provided by the Customer that resides in the Customer’s Avolve SAAS Solution environment, including any plan review, project drawings and associated project documents. Customer shall own all Customer Data that may reside within Contractor’s hosting environment, to include Disaster recovery site, equipment and media. Contractor is granted no rights hereunder to use the Customer Data except to the extent necessary to fulfill its obligations to Customer under this Agreement. Unless approved in writing by Customer, Avolve shall host the Avolve SAAS Solution provided to Customer hereunder from a data center located within the United States. Upon termination or expiration of Customer’s right to use the Avolve SAAS Solution for any reason other than Customer’s uncured material breach within the first thirty (30) calendar days following termination or expiration, Avolve shall provide a copy in a mutually agreed upon format on media supplied by the Customer. If the parties are unable to mutually agree upon the format or the media supplied by Customer is not acceptable to Avolve, Avolve will use commercially reasonable efforts to still provide a copy of the Customer Data but Avolve may charge a reasonable professional services fee for increased costs incurred. After return of Customer’s data, Avolve has no further obligation to retain the Customer Data and shall use commercially reasonable efforts to promptly delete all Customer Data from the Avolve SAAS Solution.
5. Verification. Avolve shall be permitted to audit (at least once annually and in accordance with Avolve standard procedures, which may include on-site and/or remote audit) the usage of the Avolve SAAS Solution and any other materials provided by Avolve to Customer. Customer shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Customer underpaid fees to Avolve and/or (ii) that Customer has used in excess of the use rights granted herein, Customer shall pay such underpaid fees for such excess usage. Reasonable costs of Avolve’s audit shall be paid by Customer if the audit results indicate usage in excess of the



authorized quantities or levels. Avolve reserves all rights at law and equity with respect to both Customer's underpayment of fees and usage in excess of the authorized quantities or levels.

SECTION B. – PROFESSIONAL SERVICES AND SOWS

1. Statements of Work. From time-to-time during the Term of this Agreement, the parties may enter into statements-of-work (each being an "SOW") for Avolve SAAS Solution use rights (including additional storage) and/or Professional Services on terms mutually agreed in writing between the parties in the SOW, including, without limitation, scope of services, expected deliverables, milestone dates, acceptance procedures and criteria, fees and other such matters. No SOW shall be binding until executed by both parties. Each SOW will be incorporated into and subject to this Agreement. In the case of any conflict between the SOW and this Agreement, this Agreement shall control unless the SOW specifically states otherwise.

SECTION C. – GENERAL TERMS AND CONDITIONS

1. Fees.
 - a. Implementation SOW and Additional Storage Fees. The Software Sales Order includes the Avolve SAAS Solution subscription fees, as well as the training and implementation professional services; which, unless set forth otherwise in the Software Sales Order, shall be invoiced by Avolve in full, in advance on the Effective Date. Additional storage fees shall be as set forth in the then-current standard storage limits and data backup practices document, a copy of which is available from Avolve upon request. Additional storage fees will be invoiced in accordance with the then-current standard storage limits and data backup practices document.
 - b. Other SOWs. Any SOWs that Avolve and the Customer may execute from time to time during the Term of this Agreement shall include within them the applicable fees, including whether the Avolve SAAS Solution subscription fees and/or Professional Services fees are being paid by Customer through Financing Company, by Customer through another paying agent, or by Customer directly to Avolve. Unless otherwise specified in the SOW, Professional Services fees will be invoiced as the Professional Services are delivered and Avolve SAAS Solution subscription fees will be invoiced yearly, in advance, in full at the time the SOW is executed.
 - c. General Terms. Unless set forth otherwise in an SOW, payment on all invoiced amounts shall be due forty five (45) days from receipt of invoice, with past due amounts accruing interest at the rate of the lesser of either 5% per annum or the maximum amount as allowed by law.

Avolve will invoice for the Avolve SAAS Solution subscription fees yearly, in advance, with the first invoice being issued on the Effective Date of this Agreement. The Customer agrees to pay all invoiced subscription fees net forty-five (45) days from receipt of invoice, with past due amounts accruing interest at the rate of the lesser of either 5% per annum or the maximum amount as allowed by law. All fees are due in advance, irrevocable and non-refundable (except as expressly set forth otherwise in this Agreement). Customer may terminate this Contract for the following reasons: (i) for convenience upon thirty (30) days written notice to Avolve, (ii) at any time Customer fails to receive funding, appropriations, or other expenditure authority as solely determined by Customer; or (iii) if Avolve is declared insolvent. Customer agrees to provide Avolve with complete and accurate billing and contact information.

2. Taxes. Reserved
3. Term. Except if terminated earlier in accordance with this Section C(3), this Agreement shall commence on the Effective Date and shall continue for the longer of either (a) the expiration of the Subscription Term for the Avolve SAAS Solution or (b) the completion of all Professional Services under all SOWs. Customer acknowledges that it is its responsibility to provide a current email address to Avolve and to monitor such address for such

notices. This Agreement may only be renewed by execution of a written amendment on terms mutually acceptable to both parties.

4. Termination. In addition to any termination rights that may be set forth in a specific SOW, either party may terminate this Agreement immediately upon written notice in the event that the other party materially breaches this Agreement and thereafter has failed to cure such material breach (or commenced diligent efforts to cure such breach that are reasonably acceptable to the terminating party) within thirty (30) days after receiving written notice thereof. Without prejudice to either party's rights to terminate set forth in the prior sentence, if Customer has purchased from Avolve hosting of the Avolve SAAS Solution on the Microsoft® Windows Azure™ platform, and Microsoft Corporation terminates the Customer's Microsoft Customer Agreement during a Subscription Term, Avolve and Customer shall act in good faith to determine a mutually acceptable replacement provider promptly upon receiving notice of Microsoft Corporation's intent to terminate the Customer's Microsoft Customer Agreement. If, after the first year, sufficient funds are not provided in future approved budgets of the Customer (or from applicable federal, state, or other sources) to permit the Customer, in exercise of its sole administrative discretion, to continue to perform under this Agreement, or if the program for which this Agreement was executed is abolished, Customer may terminate this Agreement after the first anniversary, without further liability by giving Avolve not less than (30) days' notice. Such termination shall take effect at the end of the Term year where such notice was provided.
5. Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.
6. Confidentiality. Each party shall use commercially reasonable efforts to hold confidential information ("Confidential Information") of the other in confidence. All Confidential Information (including but not limited to data) shall (i) remain the sole property of the disclosing party and (ii) be used by the receiving party only as authorized herein. Information will not be considered to be Confidential Information if (i) available to the public other than by a breach of this agreement; (ii) rightfully received from a third party not in breach of any obligation of confidentiality, (iii) independently developed by or for a party without access to Confidential Information of the other; (iv) lawfully known to the receiving party at the time of disclosure, (v) produced in compliance with applicable law, securities reporting requirement or a government or court order, provided the other party is given notice and an opportunity to intervene; or (vi) it does not constitute a trade secret and more than three (3) years have elapsed from the date of disclosure. If Avolve receives a request for Customer Data (either directly or as redirected to Avolve by the Microsoft Corporation), then Avolve shall redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, then Avolve shall promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so. To the extent required by law, Customer shall notify individual Users that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Avolve, and shall obtain the User's consent to the same.
7. Indemnification; Limitation of Liability.
 - a. Indemnification. If a third party makes a claim against the Customer that any Customer's use of the Avolve SAAS Solution in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Avolve, at its sole cost and expense, will defend Customer against the claim and indemnify Customer from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Avolve, provided that Customer: (i) notifies Avolve promptly in writing of the claim; (ii) gives Avolve sole control of the defense and any settlement negotiations; and (iii) gives Avolve reasonable assistance in the defense of such claim. If Avolve believes or it is determined that the Avolve SAAS Solution has violated a third party's intellectual property rights, Avolve may choose to either modify the Avolve SAAS Solution to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable,

Avolve may terminate Customer's use rights and refund any unused, prepaid fees Customer may have paid to Avolve. Avolve will not indemnify the Customer to the extent that the alleged infringement arises from (1) the combination, operation, or use of the Avolve SAAS Solution with products, services, information, materials, technologies, business methods or processes not furnished by Avolve; (2) modifications to the Avolve SAAS Solution, which modifications are not made by Avolve; (3) failure to use updates to the Avolve SAAS Solution provided by Avolve; or (4) use of Avolve SAAS Solution except in accordance with any applicable Documentation or specifications. This section provides THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF AVOLVE AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

- b. Limitation of Liability. In no event will Avolve be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with this agreement, including without limitation use of the Avolve SAAS Solution and the provision of the Professional Services. To the maximum extent permitted by law, and except for direct damages and expenses associated with Avolve's obligations to indemnify Customer pursuant to Sections C(7)(a) and E(6), in no event shall either party's aggregate liability to the other party for any claims arising out of or in any way related to this Agreement exceed \$2,000,000 USD. The limited remedies set forth in this Agreement shall apply notwithstanding the failure of their essential purpose

8. Support; Warranties.

- a. Support. During the Customer's Subscription Term, at no additional cost to the Customer, Avolve shall provide the Avolve SAAS Solution in accordance with Avolve's Service Level Agreement (attached hereto as Exhibit 1).
- b. Warranties. Customer warrants and covenants that it owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Avolve and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable laws or and government regulations, including but not limited to all foreign, United States federal and United States state recording laws. If Customer is purchasing from Avolve resold rights to Microsoft Cloud for US Government, Customer further warrants that it is one of the following: (i) a bureau, office, agency, department or other entity of the United States Government; (ii) any agency of a state or local government in the United States; (iii) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; or (iv) a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the US Department of Interior by virtue of its status as an Indian tribe.
- c. Disclaimer. Avolve AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS GIVEN AS TO ACCURACY, ERROR-FREE OR UNINTERRUPTED SERVICE. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES, ANY AVOLVE MATERIALS, THE AVOLVE SAAS SOLUTION OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR ITS PURPOSES. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. Avolve makes no warranties or conditions as to any services or products distributed under a third-party name, copyright, trademark or trade name that may be offered with or incorporated with the Avolve SAAS Solution or Professional Services provided by Avolve hereunder (such as the Microsoft hosting



services). To the maximum extent permitted by law, Avolve will have no liability in connection with the third-party services or products.

- 9. Notices: Any notices being given by this Agreement shall be in writing and shall be effective if delivered personally, sent by prepaid courier service, sent by prepaid mail, or sent by facsimile or electronic communication (confirmed on the same or following day by prepaid mail). All correspondence shall be addressed to the parties as follows:

If to Avolve:
Mr. Jay Mayne
CFO
Avolve Software Corporation
4835 E. Cactus Rd., Suite 420
Scottsdale, AZ 85254

If to Customer:
Dan Johnson
Director, Transportation & Development
Clackamas County
DTD Administration – MS1
150 Beaver Creek Road
Oregon City, OR 97045

- 10. Entire Agreement. This Agreement, together with any SOWs, constitutes the entire agreement and understanding between the parties and supersedes any prior agreements, representation, or understandings, whether oral or written, relating to the services provided hereunder. No other terms or conditions, whether from Avolve or its partners or affiliates, including standard click through license or website terms or use of privacy policy, shall apply to the Customer unless such terms are included in this Contract.
- 11. Severability. Should any court of competent jurisdiction declare any term of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms hereof.
- 12. Assignment. These services and any other information or rights provided by Avolve, may not be sold, leased, assigned, sublicensed or otherwise transferred in whole or in part. Customer may not assign this Agreement or the benefits there from in whole or in part without the prior written consent of Avolve, which consent shall not be unreasonably withheld. Any assignment made in conflict with this provision shall be voidable at the option of Avolve.
- 13. Independent Contractor. Avolve is an independent contractor and not an employee of the Customer. Any personnel performing services under this Agreement on behalf of Avolve shall at all times be under Avolve’s exclusive direction and control. Avolve shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Avolve shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and worker’s compensation insurance.
- 14. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

SECTION D. Hierarchy. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) this Agreement and (ii) the applicable Avolve Support SLA or SOW.

SECTION E. GOVERNMENT ADDITIONAL TERMS

- 1. Required Insurance. Avolve shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Avolve shall provide proof of said insurance and name the Customer as additionally insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County



Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

<p>Required - Workers Compensation: Avolve shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.</p>
<p><input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.</p>
<p><input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.</p>
<p><input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.</p>
<p><input checked="" type="checkbox"/> Required – Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000.00 per occurrence, with an annual aggregate limit of \$3,000,000.00</p>

The insurance described in this section shall not be cancelled or materially changed by Avolve without Avolve providing at least sixty (60) days written notice to the Customer. This policy(s) shall be primary insurance as respects to the Customer. Any insurance or self-insurance maintained by the Customer shall be excess and shall not contribute to it. Any obligation that Customer agree to a waiver of subrogation is hereby stricken.

2. Debt Limitation. The Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
3. Public Contracting Requirements. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Avolve shall, to the extent applicable:
 - a. Make payments promptly, as due, to all persons supplying to Avolve labor or materials for the prosecution of the work provided for in the Agreement.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Avolve or subcontractor incurred in the performance of the Agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against the Customer on account of any labor or material furnished. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - d. As applicable, Avolve shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. Avolve shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Agreement, and failure to comply is a breach entitling the Customer to terminate this Agreement for cause.
4. Governing Law; Venue. This Agreement 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 Customer and Avolve that arises out of or relates to the performance of this Agreement 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.

5. Compliance. Each of County and Avolve shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to their respective responsibilities under this Agreement. Avolve and County shall each comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. This may include, but is not limited to: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973 (as to the County only); (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967; (vi) the Health Insurance Portability and Accountability Act of 1996; the Age Discrimination Acts of 1967 and 1975; (vii) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (viii) ORS Chapter 659; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) County Local Contract Review Board Rules, containing language required to be in all public contracts, which is specifically incorporated by reference as if set forth herein. For the avoidance of any doubt, the County is solely responsible for determining what, if any, accommodations must be made by County to the County's deployment of the Avolve SAAS Solution for that deployment to be in accordance with the County's legal obligations, including but not limited to compliance with the Rehabilitation Act of 1973 and Americans with Disabilities act of 1990.
6. Tax Compliance. Avolve represents and warrants that it has complied, and will continue to comply throughout the duration of this Agreement and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Agreement and shall entitle the Customer to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement or applicable law.
7. Indemnification. Avolve agrees to indemnify, hold harmless and defend the Customer and the entities identified in section R of this Agreement, 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 real or tangible personal property solely to the extent caused by the errors, omissions, fault or negligence of Avolve or Avolve's employees or agents. Any obligation of the Customer to indemnify, hold harmless and defend Avolve, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) and only with respect to claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Customer or the Customer's employee or agents. The indemnity set forth herein is subject to the notice, cooperation and control obligations set forth in Section C(7)(a) of this Agreement.
8. Dispute Resolution. No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Agreement waiving a right to a jury trial or requiring binding arbitration are void.
9. Records. Avolve shall maintain all accounting records relating to this Agreement according to GAAP and any other records relating to Avolve's performance ("Records") for six (6) years from termination or as otherwise required. Avolve shall grant Customer, the federal government, and their duly authorized representatives reasonable access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.



10. Subcontractors. Avolve shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
11. Counterparts. This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
12. Waiver. The failure of either Customer or Avolve to enforce any provision of this Agreement shall not constitute a waiver by Customer or Avolve of that or any other provision.
13. Notices. Except as otherwise provided in this Agreement, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to Customer, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during Customer’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
14. Cooperative Contract. This software shall be purchased by Customer off of the Omnia Partners – IT Solutions Cooperative Contract # 2018011-02. All payments under this Agreement shall be made directly to SHI International Corp. The quotes for all future years of this agreement are hereby attached and incorporated by reference as Exhibit 3. A breakdown of the firm yearly pricing is listed below:

<u>Year</u>	<u>Quote Number</u>	<u>Not to Exceed Price</u>
Year 1 (Includes all implementation fees)	18783103	\$ 315,624.21
Year 2	18841875	\$ 162,431.87
Year 3	18841875	\$ 162,431.87
Year 4	18841960	\$ 166,636.69
Year 5	18842162	\$ 170,967.65
Total Contract Not To Exceed Amount		\$ 978,092.29

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Avolve Software Corporation

Jay S Mayne

Digitally signed by Jay S Mayne
DN: cn=Jay S Mayne, c=US, o=Avolve
Software Corporation,
email=jmayne@avolvesoftware.com
Date: 2020.07.14 09:51:23 -06'00'

By: _____

Name: Jay S Mayne

Title: CFO

Date: 7/14/2020

Clackamas County

By: _____

Name: _____

Title: _____

Date: _____

Recording Secretary

Date



**EXHIBIT 1 – SERVICES SERVICE LEVEL AGREEMENT (SLA)
SUPPORT PROCESS AND SERVICE LEVEL AGREEMENT**

Avolve’s current support process and service level commitments (“Support”) are defined below. Per agreement with the County of Clackamas, Attachment A further defines the Support Matrix for OAS/ProjectDox/PlansAnywhere.

Support Portal. Avolve provides Support through its Support Portal (<https://support.avolvesoftware.com>). All issues can be logged using the portal or through an on-call support number. Customer personnel receive Support Portal login credentials promptly following purchase of rights to use the Avolve SAAS Solution. After a login is received, the Customer may enter, track, update, and report on trouble ticket, as well as communicate with Avolve helpdesk staff via phone, email, web meeting, and/or ticket notes. Help, FAQs, Documentation, and a Knowledge-base are also available at the Avolve support portal.

Support Hours. 8 AM – 5 PM MST.

Planned Downtime. Avolve or its third-party agent may render the Avolve SAAS Solution unavailable in order to perform upgrades, updates, patches, enhancements and routine maintenance activities, so long as the Avolve SAAS Solution is only unavailable to Customer and its Customer Users outside of the hours of 8 AM through 5 PM Mountain Standard Time on business days during the Subscription Term. Avolve shall provide no less than five (5) days advance notice to Customer of any planned downtime. Customer acknowledges that in the case of emergencies, Avolve or its third-party agents may render the Avolve SAAS Solution unavailable in order to address the emergency. In such situations, if reasonably feasible, Avolve will provide notice to Customer in advance of rendering the Avolve SAAS Solution unavailable or, if not reasonably feasible, notice to Customer promptly following the rendering of the Avolve SAAS Solution unavailable. Customer understands and agrees that Avolve shall not be liable for any such interruption in access to the Avolve SAAS Solution for downtime occurring pursuant to this paragraph (collectively, referred to herein as “Planned Downtime”).

On-Site Emergency Support. Customer may request on-site emergency operational support services as a separate and distinct billable service. In such cases and at its discretion, Avolve will dispatch appropriate technical staff to deliver on-site technical services.

Problem Determination and Resolution. Avolve resources are allocated to resolve reported problems based on the severity level as described in the following table. Avolve uses commercially reasonable efforts to provide a prompt acknowledgement, acceptable resolution, workaround, or a plan for the provision of a resolution or acceptable workaround in the timeframe set forth below:

Severity Level	Definition	Response Time	Resolution Commitment
System Down	An error that causes a <u>catastrophic</u> failure substantially impacting Customer’s business.	1 Hour	The Level 1 Support Engineer will try to resolve the issue within 15 – 30 minutes. If it requires further investigation and longer resolution time, it is escalated to the Level 2 or 3 Support Engineer during business or non-business hours . Status updates will be provided periodically, but no less than 4 hour intervals, on System Down tickets 24x7 until resolution. Infrastructure issues are often resolved quickly by service or system restart. Any

Severity Level	Definition	Response Time	Resolution Commitment
			potential system alerts will be promptly addressed in an effort to avoid issues from occurring.
High	An error that causes Avolve product to fail without significant business impact. Causes a substantial reduction in performance.	24 Hours	<p>The Level 1 Support Engineer will try to resolve the issue within 15 – 30 minutes. If it requires further investigation and longer resolution time, it is escalated to the Level 2 or 3 Support Engineer during business hours*. Status updates will be provided periodically on High Priority tickets during business hours* until resolution. If a work-around is provided, the original High Priority ticket will be closed and a new ticket will be created to track the progress for a permanent solution to the issue.</p> <p>Infrastructure issues are often resolved quickly by service or system restart. Any potential system alerts will be promptly addressed in an effort to avoid issues from occurring.</p>
Medium	An error that causes only minor impact on use of the product.	72 Hours	Avolve and Customer will commit resources during normal business hours* for problem resolution.
Low	A service request for a new feature, additional documentation, or an explanation of product functionality.	5 Days	Avolve and Customer will commit resources during normal business hours* for problem resolution. Enhancement requests will be logged and sent to Avolve Development for review and possible incorporation into Avolve products.

*Normal Business Hours: 8:00 a.m. through 5:00 p.m., Monday through Friday (excluding standard holidays), Mountain Standard Time.

- **Response Time.** Once a problem has been reported, the Customer receives an acknowledgement by email, phone or the through the support portal. Avolve will begin the process of problem determination and resolution at this point. The time the ticket is submitted and the response time will be logged to ensure SLA is met.
- **Status Updates.** During the problem determination and resolution process, Customer may receive regular communications, via email, phone or the support portal, as to the status of the problem determination and resolution. All communications should be logged in Avolve’s support system including date, time, and contact name. This helps Avolve and the customer determine the status and duration of the issue reported.
- **Resolution.** In response to the problem reported, Customer will receive, as appropriate, one of the following resolutions: an existing correction, a new correction, a viable workaround, or a plan on how the problem will be addressed.



- Severity Re-classification. If Customer determines that the severity of a previously reported issue should be re-classified or escalated, it should contact Avolve Support with request.

Unsupported Issues. Avolve does not cover under Support, and the SLA does not include, the following conditions (collectively, the “Unsupported Issues”).

- Any Avolve SAAS Solution use not covered by an active support contract and/or not in compliance with a valid agreement with Avolve. Authorized users of the Avolve SAAS Solution are entitled to Support as part of their use fee.
- Any Avolve SAAS Solution that is altered or modified other than as approved in writing by Avolve.
- Software installed on any computer hardware/software configurations not supported by Avolve.
- Problems caused by misuse or misapplication of the Avolve SAAS Solution, including any anomalies and/or failures in test or production operating environments that impact the Avolve SAAS Solution and are determined to have their cause due to unwarranted Customer decisions, actions, system configuration/modification, policies and/or procedures.
- Problems caused by Customer’s custom application code authorized to be developed using Avolve APIs as set forth in the documentation accompanying such API and the Customer’s Agreement.
- Problems caused by updates or upgrades of 3rd party applications that are integrated with Avolve products and/or services.
- Services required to implement any updates, upgrades or releases on Customer’s network, as well as all other operational support issues, are not included with Avolve Support. Such additional services may be purchased for an additional fee.
- All Training programs, regardless of software version updates and/or upgrades.
- Operational Support including but not limited to: (a) Windows configuration issues; (b) SQL Database maintenance and or tuning; (c) VMWare tuning or configuration; (d) Firewall configuration; (e) Network performance; (f) End-User browser support; (g) User-modified and new workflows or eForms.
- Any other reasons set forth in the Customer’s Agreement, including without limitation any down-time due to Microsoft Corporation.

Avolve, in its sole discretion, shall determine whether any of the foregoing exclusions are applicable to Customer. Any services provided for exclusions shall be paid by Customer at Avolve’s then-current rates, as well as all travel and other expenses incurred by Avolve in providing such services.

Customer’s Obligations for Operational Support. To facilitate clear and consistent communication and timely issue resolution, Customer shall designate up to two contact persons for technical support processes. These individuals are responsible for initiating support requests, communicating with Avolve technical support personnel, and monitoring the support process with Avolve. Timely Customer response to Avolve requests for information during issue resolution is a necessary pre-requisite to Avolve’s providing Support. Avolve also requires remote access to the Customer system for the purpose of problem determination and analysis. Where reasonably necessary to provide Support, Customer shall provide Avolve’s technical support personnel reasonable, remote access capabilities into Customer’s systems. Upon Avolve’s request, Customer will also provide reasonable supporting data to aid in the identification and resolution of the issue.

Service Level Commitment



Avolve will use commercially reasonable efforts to make the Avolve SAAS Solution Available with an Annual Uptime Percentage of at least 99.99%, excluding Planned Downtime. In the event that Avolve does not meet this uptime commitment, Customer will be eligible to receive a service credit for 1% of the monthly fee for each one (1) hour of downtime during Customer's normal business hours, up to 50% of Customer's Pro-Rated Monthly Subscription Fee.

Definitions

- "Annual Uptime Percentage" is calculated by subtracting from 100% the percentage of 10-minute periods during a calendar month in which the Avolve SAAS Solutions was Unavailable to Customer.
- "Availability" means the ability to log into the Avolve SAAS Solution.
- "Claim" means a claim for a service credit Customer submits by opening a support case with Avolve, on the basis that the hosted Avolve SaaS Product infrastructure has been Unavailable to Customer during a service month.
- "Pro-Rated Monthly Subscription Fee" is calculated by dividing the Customer's applicable annual Avolve SAAS Solution subscription fee by twelve.
- "Unavailability" means the inability to log into the Avolve SAAS Solution.

Service Credit Requests

To receive a service credit, Customer must notify Avolve and submit a Claim within thirty (30) days from the incident that would be the basis for the claim. To be eligible, the Claim must include (a) the dates, times, description and duration of each incident experienced; and (b) the Customer's event logs or any other system telemetry that document the errors and corroborate the claimed Unavailability (any confidential or sensitive information should be removed). Failure to provide a timely Claim, which includes all the required information, will disqualify the Claim and Customer from receiving a service credit. If Avolve validates the Claim, then Avolve will promptly issue the service credit.

Service Credit Provisions

Service credits are Customer's sole and exclusive remedy for any failure of Avolve to provide the Avolve SAAS Solution in accordance with the terms of the Agreement. Service credits shall be a credit toward future services only and do not entitle Customer to any refund or other payment from Avolve. Service credits may not be transferred, applied to another account, exchanged for, or converted to monetary amounts.

The maximum service credits awarded with respect to Claims the Customer submits in any calendar month shall not, under any circumstance, exceed in the aggregate 50% of the Customer's Pro-Rated Monthly Subscription Fee for such month. Avolve will use all information reasonably available to it to validate Claims and make a good faith judgment on whether a service credit should be applied to the Claim.

SLA Exclusions

This SLA does not apply to any Availability or Unavailability of the Avolve SAAS Solution:

- During Planned Downtime;
- Caused by Unsupported Issues;
- Caused by factors outside of Avolve's control, including any force majeure event or interruption or impediment to Internet access or related problems;
- That result from Customer's equipment, software or other technology and/or third party equipment, software or other technology, including any third party hosting providers;

- That resulted from Planned Maintenance or associated to beta, evaluation, non-production systems, and trial services accounts;
- That result from any actions or inactions from Customer or any third party, including employees, Users, agents, contractors, or vendors, or anyone gaining access to the hosted Avolve SaaS Product infrastructure by means of Customer's (and its Users') passwords or equipment;
- Arising from Avolve's suspension and termination of Customer's right to use the hosted infrastructure in accordance with the Agreement; and
- That result from Avolve application software implementation errors caused by configuration, customization, installation, or human errors.
- Avolve, in its sole discretion, shall determine whether any of the foregoing exclusions are applicable to Customer. Avolve may, but is not obligated to, issue a Service Credit in Avolve's sole discretion where Customer's use of the Avolve SAAS Solution may be Unavailable due to factors other than expressly provided here in this SLA.



EXHIBIT 2 – Form of Implementation SOW



Electronic Document Management & Collaboration Solution

Clackamas County, OR
("Customer")
Proposed Statement of Work for OAS/ProjectDox/PlansAnywhere
March 25, 2020



4835 East Cactus Road Suite 420, Scottsdale, Arizona 85252

EXECUTIVE SUMMARY

This Statement of Work will focus on the **Installation** of a **Production and Test Environments** and the implementation of ProjectDox Best in Class workflows addressing the Customer's needs with regard to **Two (2)** Best in Class plan review processes. The goal is to implement **Online Application Submission (OAS), ProjectDox and PlansAnywhere** and an **Advanced** permitting system integration with Accela Automation (AA) for ProjectDox utilizing web services, in a standardized, off the shelf manner. We will leverage Avolve best practices and built-in configuration and modifications features, to meet the most effective functionality required to achieve the highest business value for the customer (the "Project").

SCOPE OF WORK (MILESTONES)

Installation

Offsite | Remote

Installation of a single environment (Test) for the applicable products is required prior to orientation and configuration onsite assessments being conducted. Project pre-planning, including draft project plan, communication plan etc. are associated to this stage of the project. Additional environments to be implemented will be factored into the project plan and based on the sales order/agreement.

- The date of acceptance for this milestone is the **Software Acceptance Date**

Orientation and Configuration Requirements Session*

2 persons | Onsite

The Avolve PM will work with the County to perform an initial review of the application with the project team and gather configuration requirements to complete the design of the OAS application forms and Best in Class workflow processes. The output of these sessions will be compiled into a requirements document referred to as the Configuration Requirements Document (CRD). This will include using standard templates and design to expedite the project while providing the best business value to the customer. Any design requirements identified during this phase outside of the design of the BIC workflow process and/or requiring development will be scoped and presented in a separate Statement of Work. Assurance Services may be leveraged for work identified as outside the scope of the project.

- Configuration Requirements Document
- Advanced Integration permitting system touchpoint discussion for Accela includes:
 - Project Creation – Required application data is pushed from the permitting system to the ProjectDox application using the Avolve provided REST API and configuration of the ProjectDox Windows Service Process. Required field for project creation:
 - Permit Number/Project Name (Key value)
 - Description
 - Applicant/Submitter First Name
 - Applicant/Submitter Last Name
 - Applicant/Submitter Email Address
 - Permit/Project Type
 - Application Data – Pull of data from the permitting system to display of up to 18 read-only permit application data fields within the plan review process.
 - Review Status – Push of data to provide the permitting system the following data related to the plan review:
 - Reviewer Name
 - Reviewer Department
 - Review Cycle
 - Review Status (Approved, Rejected)
 - Date Completed
 - Final Approval Status – Push final status or log event of approved to permitting system API indicating to the permitting system that all reviews are approved in ProjectDox.



- Project Plan (task list/schedule/resource assignments) not to exceed budget

Configuration & Integration *

Offsite | Remote

Configuration of applicable software products, forms and the workflows based on the configuration requirements document findings. This includes the development of the integration work defined in this Statement of Work and confirmed during requirements discussions. Integration designs require the City to have or develop web services to allow for integration communication to the target systems from ProjectDox. Direct database calls from are not supported as part of the design.

- Configured Working products and modules as specified in the Purchase Agreement/ Sales Order
 - Configured Working OAS, ProjectDox and PlansAnywhere Application
 - Self-Service Application (SSA) Forms
 - Provides up to 16 hours of services to configure the site for use with the delivered SSA forms and letters, perform a review of the application forms design and features, make minor modifications and deploy into production.
 - 1 OAS Base Application Form
 - Forms design contains less than 75 fields
 - 1 OAS Advanced Application Forms
 - Form design contains < 75 fields with intelligent conditional entry/display
 - 1 Custom Application Forms
 - Form design contains between 75-150 fields with intelligent conditional entry/display
 - 1 Payment Processor to Elavon
 - Design the OAS application to interface with Customer's payment processor to allow for online payments through OAS.
 - 1 OAS Advanced Integration
 - Defined application data to be pushed to the target permitting system API to allow for creation of the permit and triggering of the Project Creation process into ProjectDox. Design requires API's to be available for customer permitting system. Direct database calls from OAS to the target system are not supported.
 - 1 OAS Base Validation
 - 1 Base Validation allows for the validation for up to 2 data fields in the application form against the target system and confirmation of the data on the application form. (only validates) Design requires web services to be available for integration communication to the target system. Direct database calls from OAS to the target system are not supported.
 - 2 OAS Advanced Validation
 - 2 Advanced Validation Widgets to allow for multi field validation, data retrieval and display from the target system on the OAS application form. May include field concatenation and progressive/auto complete search (pulling back the data for display in the form). Some abilities are limited to API's being available from the customers target permitting system. Address Validation is scoped as one of these services.
 - 1 Basic Fee
 - Allows for a fixed fee or simple calculation of a percentage of a field in the OAS application form to be displayed to the end user to communicate a cost.
 - 2 ProjectDox Workflows (Building and Engineering)
 - Advanced Integration (Accela)
 - PlansAnywhere deployment and training up to 20 users

User Acceptance Training (UAT)

1 Person | Onsite

The UAT phase uses an agile methodology consisting of two sprints of ten days each for testing that include the delivery of the designed process, validation of the design by the Customer and resolution to design issues by Avolve before starting the next sprint. The Avolve team will provide user acceptance training and guidance to the Customer on methods to test the designed process and system to work towards acceptance. Customer will validate the system configuration, forms, emails, integration and document any



identified issues in the RIT (Risks, Issues and Tasks) document provided by the Avolve project manager. Avolve will resolve any identified issues to allow the customer retest to gain acceptance.

UAT Training is conducted onsite allowing one day per process with the remainder of the UAT phase supported remotely. During this phase the production environment will be setup. Upon acceptance of the design the Avolve team will coordinate the promotion of the code to the production environment.

- Completion of User Acceptance Testing (UAT)
- Implementation of the Production Environment
- Code Promotion from Test to Production

Training

1 Person | Onsite

Avolve education specialists will deliver the below courses to the Customers staff. The courses will train approximately **60** persons and will be delivered based on the project plan rollout. A maximum of 12 persons per course is enforced with the exception of the Pilot (TES-PILOT) and Community Outreach (TES-OUT). These sessions are targeted for the design community. The Pilot course allows for hands-on training for up to 10 identified applicants and the Community Outreach session is geared as a demonstration/lecture course to be provided to a large audience to educate and promote the new processes.

It is recommended that training sessions be organized with participants of similar technological abilities to allow for the most efficient delivery and retention of the materials. Additional training above and beyond the below may be added or additional training performed post go-live by leveraging the assurance services funds afforded the project.

- Delivery of classes for all products/modules as purchased – See Purchase Agreement/Sales
 - PGK-PDOX 4 TRN: ProjectDox Tier 4 Training
 - TES-OAS
 - TES-PA-TRA: PlansAnywhere - Group Training

Launch/Project Close Out

1 Person | Onsite

Deployment of the workflow processes and post go live support for a period of 5 business days. Customer will be transitioned to support post the 5 business day go live period.

Assurance Services

The assurance services fund may be leveraged at any time during or post project completion to cover additional integration requirements, newly identified out of scope requirements, training, and software not included in this statement or work. The funds may also be used post go-live/launch of a process to keep the project management team engaged to assist with change management and user adoption assistance. Assurance services hours are billed on an hourly basis at a rate of \$225.00 an hour. The use of hours requires a project change order or an assurance services agreement that defines the work and has signatures of agreement for use by the Customer.

ACCEPTANCE PROCESS

There will be Key Deliverables, as identified in the Project Activities/Deliverables Payment Schedule which will be subject to acceptance by the Customer ("Acceptance"). Upon completion of each Key Deliverable, Avolve will request from the Customer a written response within seven (7) business days after receipt thereof. Notwithstanding the foregoing or anything to the contrary in the



Purchase Agreement, all other Deliverables provided under this Statement of Work shall be deemed to have been accepted by the Customer upon delivery. If Customer does not approve, reasons for rejection must be clearly noted. Avolve will then work with the Customer to come to agreement on obtaining approval. The Customer shall be deemed to accept any such Key Deliverable which Customer does not accept or reject within such period. This acceptance will initiate the invoice of the of the applicable milestone.

AVOLVE PROJECT PLAN AND PROCESS

Promptly following execution of this Statement of Work, the parties shall meet to discuss the general project schedule, which will be generally organized around the standard Avolve project On-Boarding process. Within 2 weeks, the initial project plan will be created and sent to Customer. The Project Plan contains a schedule, a list of tasks in a schedule format, assignments of specific team members over specific times and communication status reporting processes. The Project Plan is a living document that will be reviewed throughout the term of this Agreement and may be adjusted as reasonably necessary, as agreed to from time to time by the parties.

PROJECT ASSUMPTIONS AND CAVEATS

1. This Project was scoped based upon purchase of ProjectDox Best In Class, understanding that the site will be hosted by Avolve and configured per established Best-In-Class standards. This understanding forms the basis for Avolve's pricing and the Deliverables to be provided under this Statement of Work. Any deviation from these requirements will require a change order and may increase cost or estimated time of Project completion.
2. Avolve will have full access to all Project team members from the customer as needed to complete the successful implementation and roll out of ProjectDox. This access may require the team members of the customer to dedicate specific time to specific detailed tasks within the Project Plan. Team member tasks will be more clearly defined during the kickoff and planning sessions and documented in the Project Plan.
3. Customer and its third parties and/or subcontractors will fulfill any hardware/software requirements, as identified to allow communication between Avolve Software and the Customer's permitting system in a timely fashion in order to keep the Project Plan on schedule.
4. This best approach package to implementation relies on partnership with the jurisdiction to achieve desired go-live and paperless goals. To that end, a not to exceed 698 hours have been allocated to services and training on this project. In the event scope expands or delays account for incremental hours to be required, a Change Request(s) will be issued for the incremental costs associated with delay or expansion. Should the customer cause or contribute to the delay of any Deliverable, Avolve may elect to revise the Project Plan accordingly to compensate for the delay and invoice for any applicable milestone payments to that point of the project.
5. All parties will reasonably prioritize their efforts to meet the Project Plan schedule in order to achieve a rapid roll out model. In doing so, it is understood by all parties that multiple tasks may be in process at one time and Avolve may have more than one Professional Services team member working on the project at one time.
6. Client will provide adequate Project management for their own resources, and/or third parties, to collaborate with Avolve's project manager. Client subject matter experts and applicable users will be accessible and available in a timely fashion and for adequate and reasonable durations. Avolve will make sure that scheduling of interviews and meetings are adequately in advance of these resource allocations.
7. Customizations/Extensions required may result in increased schedule and budget, but only if documented and approved within Assurance Services and/or a Change Request.
8. Avolve is planning to fully leverage ProjectDox as is, utilizing all built in configuration features to meet the business needs.



9. Any optional items chosen in the Purchase Agreement/Sales Order are not included here and would require a modification to this Statement of Work.
10. Customer understands that an ePlan Life Cycle implementation is a very significant digital transformation enterprise project that requires dedicated change management from the Customer's staff. This will be key for the success of the Customer.
11. Work will not begin until an executed copy of all paperwork is complete. Work will begin at the earliest possible date at which Avolve resources and Customer resources are available or as otherwise agreed to.
12. Avolve and Customer agree to cooperate in good faith to complete the Services and Deliverables in a timely and efficient manner.
13. Recording of Avolve provided training or UAT (user acceptance testing) sessions is not permitted.
14. All training classes unless otherwise noted are limited to 12 persons maximum per class

**Configuration options are as described by ProjectDox documentation and as evidenced by ProjectDox administration screens. Minor changes to Avolve ProjectDox Best Practices (Best in Class) workflows are changes to activate/deactivate and/or parametrize with variables, existing steps in the Best Practices workflows. Customization of additional products and modules are to be within the bounds and scope of the respective core product(s) and modifications are limited to those that are allowed by core product design*

CHANGE CONTROL PROCESS

The "Change Control Process" is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined by the Project Manager identified on the signature page to the Agreement and will be included in the Project Plan if mutually accepted.

Under the Change Control Process, a written "Change Request" (attached) will be the vehicle for communicating any desired changes to the Project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require an amendment to the SOW and/or any other part of the Purchase Agreement.

PRICING, TRAVEL AND EXPENSE

Pricing and payment terms are as set forth in Purchase Agreement/Sales Order.

Travel and Expenses are estimated to be \$18,000.00 and will be invoiced to customer only as incurred.



STATEMENT OF WORK ACCEPTANCE

Once fully executed, this document will become the Statement of Work for the Project defined in this document. Avolve and Customer's signatures below authorizes Avolve to begin the services described above and indicates Customer's agreement to pay the invoices associated with these services delivered as described.

SOFTWARE ACCEPTANCE DATE AND MAINTENANCE

SHI International Corp will invoice Customer for Software Maintenance following the Software Acceptance Date and Customer shall pay such invoiced amount pursuant to the terms of the Purchase Agreement/Sales Order. For all subsequent years of Software Maintenance purchased by Customer, invoicing and payments shall be as set forth in the Purchase Agreement/Sales Order.

PRICING

PRODUCTS

Product Name	Product Code	Description	Qty	Unit Price	Total Price
SaaS ProjectDox and OAS	SAAS-P.E	Avolve Hosting Security Compliance Includes: <ul style="list-style-type: none"> • SOC 2 Audited • SSAE 18 • 100% Network Uptime • 99.9% Hardware Uptime Includes: <ul style="list-style-type: none"> ProjectDox Software Subscription <ul style="list-style-type: none"> - BIC Workflow - Permit Integration OAS Software Subscription <ul style="list-style-type: none"> - 1 BIC OAS Form - OAS DB Table for Permit Population - OAS BIC Payment Processing Gateway Includes File and Database Storage: <ul style="list-style-type: none"> Production Environment <ul style="list-style-type: none"> • 1024 GBs primary file storage • 50 GBs primary DB storage • 1280 GBs file backup -Site 1 • 1280 GBs file backup -Site 2 • 55 GBs DB backup -Site 1 • 55 GBs DB backup -Site 2 • 300 GBs 5min DB Tlogs backup for 7d -Site 1 • 600 GBs DB Tlogs backup for 14d -Site 1 • 600 GBs DB Tlogs backup for 14d -Site 2 Test Environment <ul style="list-style-type: none"> • 512 GBs primary file & DB storage • 640 GBs file & DB backup for Site 1 • 640 GBs file & DB backup for Site 2 For Additional Storage: Contact Account Executive Production Environment Security Restrictions: <ul style="list-style-type: none"> • No direct OS and hardware configuration • No direct custom SSRS report creation • Project Creator Service installed on customer site for 3rd party integration • No VPN access 	12	\$11,300.00	\$135,600.00

Entry Capacity OAS & ProjectDox SaaS License	SAAS-T.E	<p>Software as a Service (SaaS) for OAS & ProjectDox on a Test Environment with 3 virtual server-configuration. Designed for organizations who plan to use the system for development and/or testing with approximately 25 concurrent users and approximately 2,000 permits per year.</p> <p>Software included for Production:</p> <ul style="list-style-type: none"> • ProjectDox Software Subscription • Unlimited Workflow license • OAS Software Subscription • Includes unlimited Application Forms license • Includes SSA for six base forms preconfigured <p>Services included for SaaS Production:</p> <ul style="list-style-type: none"> • Set up and installation of OAS & ProjectDox • 24x7 Managed services • Annual ProjectDox and OAS upgrades • Technical Support <p>Test Environment Safeguard: Avolve security policy limits access to the Test environment. External users including the customer's IT can be provided limited VPN access to the Test servers and database such as creation and testing of custom reports. VPN access will be made available upon request.</p> <p>Includes SSA for six base forms preconfigured.</p> <p>See Hardware Configuration section. Additional capacity requirements are available upon request.</p>	12	\$2,000.00	\$24,000.00
PlansAnywhere	SOFT-PALP	<p>PlansAnywhere License Pack</p> <ul style="list-style-type: none"> - Maximum of 20 users - 1 year - Internet Browser on Chrome, Safari, FireFox and Internet Explorer - iOS App - Admin Dashboard and Client 	2	\$7,680.00	\$15,360.00
PlansAnywhere	SUB-PA-FTM	File Transport Manager (FTM) Subscription	1	\$10,000.00	\$10,000.00
SaaS Yearly Price:					\$184,960.00
Avolve Subscription Discount					(\$22,528.13)
Avolve Subscription Total					\$162,431.87



PROFESSIONAL SERVICES

Product Name	Product Code	Description	Qty	Unit Price	Total Price
ProjectDox Workflow	BIC Plus Workflow Setup	Package Includes: Account Orientation and Kickoff Documentation Installation Configuration Soft Launch System Acceptance Base Integration Services	1	\$30,600.00	\$30,600.00
ProjectDox Workflow	BIC Core Setup	Engineering Workflow	1	\$15,750.00	\$15,750.00
ProjectDox Assurance Services	PS-AS	ProjectDox Assurance Services to be used on Engineering Workflow	.78	\$7,875.00	\$7,875.00
ProjectDox Assurance Services	PS-AS	ProjectDox Assurance Services	1	\$10,125.00	\$10,125.00
Advanced ProjectDox Integration	PS-PF.AINT	Advanced Integration with ProjectFlow and Accela.	1	\$19,800.00	\$19,800.00
Professional Services Package for OAS	PS-OAS.SUT	Setup Services: - System Setup - Database Table Population - mapping control id's to export records - Admin Training - not to exceed 5 hrs	1.	\$4,275.00	\$4,275.00
Professional Services Package for OAS	PS-OAS.SSA	Deploy SSA templates/permit letters, assist design and deploy to production – not to exceed 16hrs	1	\$3,600.00	\$3,600.00
Professional Services Package for OAS	PS-OAS.AINT	Advanced Integration for OAS to Permitting System	1	\$6,300.00	\$6,300.00
BIC Permit Processor Integration	PS-OAS.PP	Payment Processor to Elavon	1	\$9,000.00	\$9,000.00
Professional Services Package for OAS	PS-OAS.FCB	Fixed Fee Calculations for OAS	1	\$3,600.00	\$3,600.00
Professional Services Package for OAS	PS-OAS.VW.A	Advanced OAS Widget	2	\$5,400.00	\$10,800.00
Professional Services Package for OAS	PS-OAS.VW.B	Base OAS Widget	1	\$3,600.00	\$3,600.00
Professional Services Package for OAS	PS-OAS.P2eF	Base OAS eForm Existing paper to electronic form design in OAS with < 75 fields and intelligent conditional entry/display	1	\$1,350.00	\$1,350.00
Professional Services Package for OAS	PS-OAS.BeS	Advanced OAS eForm < 75 fields – w/ intelligent conditional entry/display	1	\$3,600.00	\$3,600.00
Professional Services Package for OAS	PS-OAS.AeS	Custom OAS eForm >75 fields to 150 fields –intelligent conditional entry/display	1	\$5,400.00	\$5,400.00
PlansAnywhere Onboarding	PS-PA-ONBRD	PlansAnywhere/FTM Configuration			

		- Includes 20 hours of Setup - PlansAnywhere configuration - Does not include developer training or any migration & custom integration tasks - FTM setup and test	1	\$7,999.00	\$7,999.00
PlansAnywhere Training	TES-PA-TRA	PlansAnywhere Training up to 20 Users - 1 training session, scheduled, delivered online	1	\$1,200.00	\$1,200.00
Change Management	Unboxed Consulting	Change Management Engagement by Unboxed Consulting Includes: <ul style="list-style-type: none"> • Pre-visit survey sent to 3-5 key Clackamas personnel • 6 Hour On-Site Visit for Observation, Q&A, Discussion on Change Management • Delivery of Clackamas "Digital Readiness Report" • Discussion of Follow Up Items 		\$5,000.00	Included
				Professional Service Total:	\$144,874.00
				Professional Service Discount:	(21,731.10)
				Professional Service Total:	\$123,142.90

TRAINING

Product Name	Product Code	Description	Qty	Unit Price	Total Price
ProjectDox Bundled Training	PKG-PDOX.TRN	Package Includes: 2 Introduction to ProjectDox 1 ProjectDox for Reviewers 1 ProjectDox for Coordinators 1 Introduction to Markup 1 System Administration Training 1 Project Administration Training 1 Community Training Package is limited to 12 Unique Users	1.00	\$13,050.00	\$13,050.00
ProjectDox Training	TES- INTRO	Introduction to ProjectDox (12)	3.00	\$1,125.00	\$3,375.00
ProjectDox Training	TES- MARK	Introduction to Markup	3.00	\$1,350.00	\$4,050.00
ProjectDox Training	TES-BICPR	ProjectDox Workflow Training for Reviewers	3.00	\$2,000.00	\$6,000.00
ProjectDox Training	TES-BICCOR	ProjectDox Workflow Training for Coordinators	1.00	\$2,000.00	\$2,000.00
ProjectDox Training	TES-PA	ProjectDox Administrator Training	1.00	\$1,575.00	\$1,575.00
				Training Sub-Total:	\$30,050.00

	Grand Total:	\$315,624.77
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Avolve Cloud Infrastructure

Hardware Configuration

Avolve Cloud server configuration is based on best practices from over 150 State and Local Government agency and implementation of Avolve product suite. The configuration below is based on estimated capacity requirements for your municipality. It is measured based on 4 types of capacity levels from various customers volume transactions and performance throughput of the systems. The capacity levels are based on the number of permits processed per year, concurrent users and system resources utilization for a 24x7 operation. Avolve continues to improve its Avolve Cloud experience through newer technology and benchmark testing, which could result to changes in the server configurations listed below.

Description	Production Environment	Test Environment	Development Environment
Web Server	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 	<ul style="list-style-type: none"> • 2 CPUs • 4 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 	
Application Server	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 		
Job Processor Server #1	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 		
Job Processor Server #2	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 		
Database Server	<ul style="list-style-type: none"> • 8 CPUs • 16 GB RAM • 5000 IOPs 		

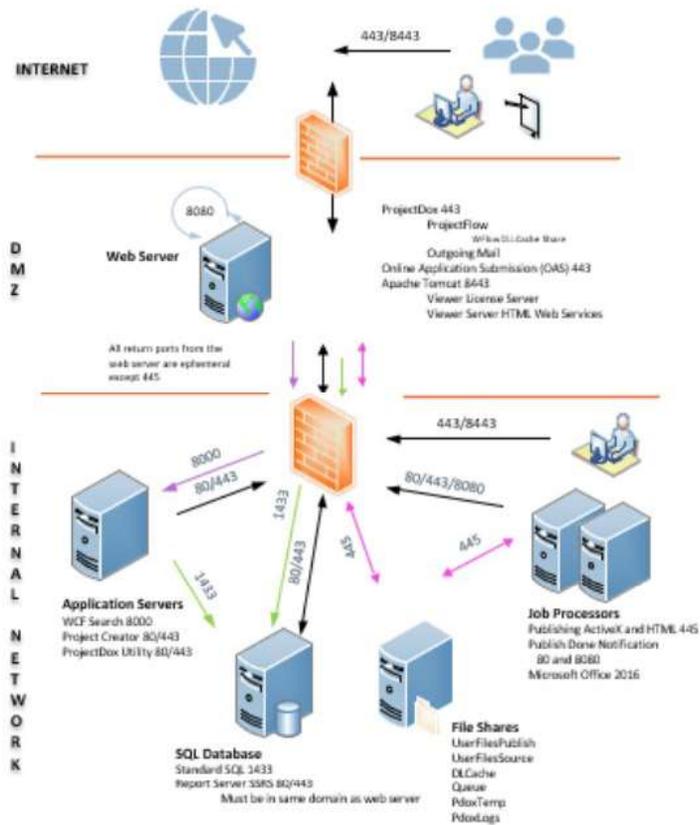
Description	Production Environment	Test Environment	Development Environment
	<ul style="list-style-type: none"> • 64 GB Premium SSD Drive #1 • 1 TB Premium SSD Drive #2 		
File Server	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 2300 IOPs • 100 GB Premium SSD Drive #1 • 500 GB Premium SSD Drive #2 • 500 GB Premium SSD Drive #3 		
Application and Job Processor Server		<ul style="list-style-type: none"> • 2 CPUs • 4 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 	
Database and File Server		<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 1100 IOPs • 64 GB Premium SSD Drive #1 • 256 GB Premium SSD Drive #2 	

Note: A required annual system review will be conducted to determine if any system resource adjustments are necessary. When system capacity for CPU, RAM, and IOPs need to be increased for performance improvements or storage capacity has reached 75%, additional resources will be recommended. At 100% storage utilization, additional storage is automatically added, and billing is initiated.

Infrastructure Architecture in MS Azure

Avolve OAS and ProjectDox Infrastructure Design

Each Avolve Cloud customer is configured with a single tenant and single subscription in MS Azure. This means each customer consist of dedicated virtual servers and load balancers for their Production and Test environments. The County's files and data will be on separate virtual servers and databases for each environment. Avolve is working with Microsoft to optimize and evolve its architecture to take advantage of several Azure features such as the elastic cloud, federated active directory, and Power BI. The customer will be informed of any changes to the infrastructure from Avolve or from Microsoft.



Backup and Disaster Recovery Configuration

Avolve Cloud Backup Process on MS Azure:

All servers are backed up nightly. All backups are retained for 30 days at two regions. For the primary and secondary regions, all backup copies will be within the closet region from your location. Each region consists of multiple data centers.

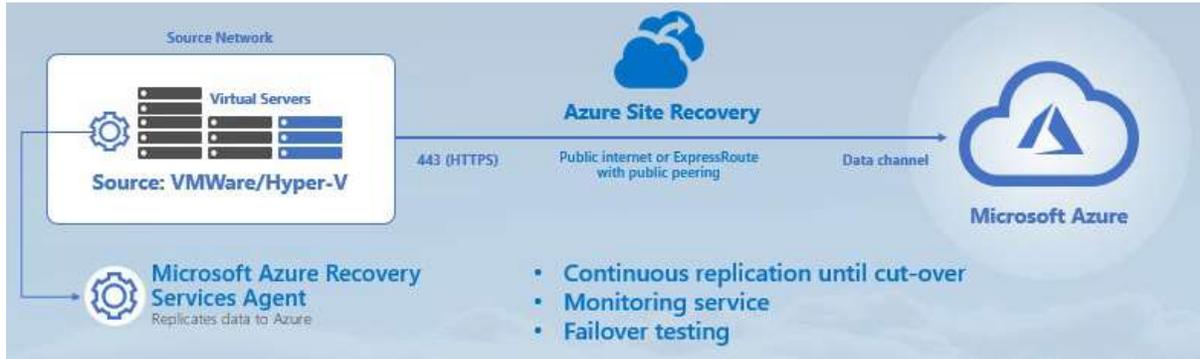
For the primary region, Azure stores 3 copies of the content across multiple data centers in the region. This provides uninterrupted access during disaster events. Transactions are also replicated synchronously.



Backups are transmitted to the paired secondary region via secure fiber loop. Azure backup process stores 3 extra copies of the content. The transaction will be asynchronous to the secondary data centers (500+ miles away from the primary location). This gives the jurisdiction a total of 6 copies of the data backup distributed in the primary and secondary regions.

Avolve Cloud Disaster Recovery Services on MS Azure:

Avolve Cloud includes Microsoft Azure Site Recovery (ASR) service in addition to standard Azure Backup Service. Avolve will manage the replication, failover, and recovery processes through ASR to help keep the jurisdiction's application running during planned and unplanned outages. With ASR, Avolve orchestrates and manages the backup and frequency of the VMWare servers, files, and database. Avolve will be conducting scheduled disaster recovery test on the jurisdiction's system to guarantee a 99.95% SLA on site recovery.



Site Recovery is a native disaster recovery as a service (DRaaS), and Microsoft has been recognized as a leader in DRaaS based on completeness of vision and ability to execute by Gartner's Magic Quadrant for Disaster Recovery as a Service. Through Azure Site Recovery services, Avolve can meet the RTO and RPO goals of 24-hour recovery.

Additional CPU, RAM, IOPs and Storage:

The CPU, RAM, IOPs, and storage are based on the selected capacity level for the jurisdiction. Capacity levels are determined from the number of concurrent users and number of permits. The capacity is calculated based on Avolve's historical consumption results from various customers on Avolve's Cloud and Microsoft's recommendations. The selected capacity is a best case estimate and is subject to change based on usage and strategic plans of the jurisdiction on the percentage growth for a paperless system. An annual system review will be conducted to determine if any system resource adjustments are necessary. When system capacity for CPU, RAM, and IOPs need to be increased for performance improvements or storage capacity has reached 75%, additional resources will be recommended. To prevent data loss, at 100% storage utilization, additional storage is automatically added, and additional storage will be invoiced.

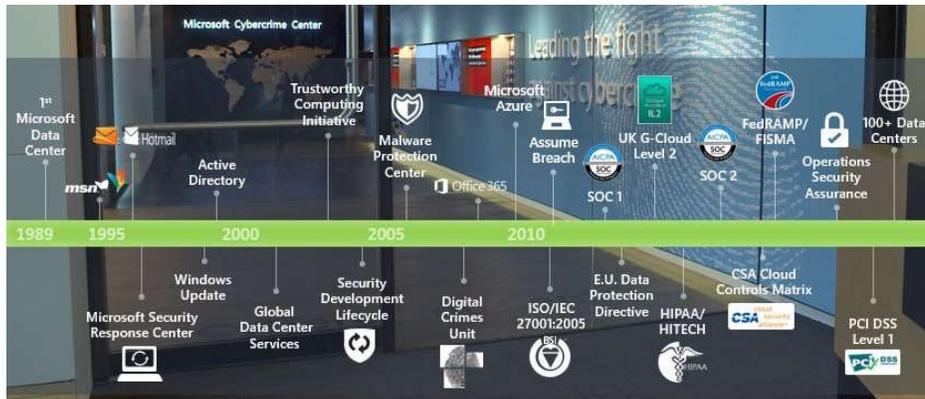
Security & Safeguards

- MS Azure Data Centers are SOC 1-3, Tier 203, SAE 18 compliant
- MS Azure Commercial Cloud is FedRAMP and NIST 800-171 compliant

The deepest and most comprehensive compliance coverage in the industry

	Azure GovCloud	Azure DoD	Azure Commercial	
Global	<input checked="" type="checkbox"/> ISO 27001:2013 <input checked="" type="checkbox"/> ISO 27017:2015 <input checked="" type="checkbox"/> ISO 27018:2014	<input checked="" type="checkbox"/> ISO 22301:2012 <input checked="" type="checkbox"/> ISO 9001:2015 <input checked="" type="checkbox"/> ISO 20000-1:2011	<input checked="" type="checkbox"/> SOC 1 Type 2 <input checked="" type="checkbox"/> SOC 2 Type 2 <input checked="" type="checkbox"/> SOC 3	<input checked="" type="checkbox"/> CSA STAR Certification <input checked="" type="checkbox"/> CSA STAR Attestation <input checked="" type="checkbox"/> CSA STAR Self-Assessment
US Gov	<input checked="" type="checkbox"/> FedRAMP High <input checked="" type="checkbox"/> FedRAMP Moderate <input checked="" type="checkbox"/> EAR	<input checked="" type="checkbox"/> DoD DISA SRG Level 5 <input checked="" type="checkbox"/> DoD DISA SRG Level 4 <input checked="" type="checkbox"/> DoD DISA SRG Level 2 <input checked="" type="checkbox"/> DFARS	<input checked="" type="checkbox"/> DoE 10 CFR Part 810 <input checked="" type="checkbox"/> NIST SP 800-171 <input checked="" type="checkbox"/> NIST CSF <input checked="" type="checkbox"/> Section 508 VPATs	<input checked="" type="checkbox"/> FIPS 140-2 <input checked="" type="checkbox"/> ITAR <input checked="" type="checkbox"/> CJIS <input checked="" type="checkbox"/> IRS 1075

- Layer 3 and layer 4 firewall security with 1 firewall for the load balancer, 1 firewall for the web tier subnet, 1 firewall for the app tier subnet and 1 firewall for the data tier subnet.
- Microsoft \$1B+ investment in security R&D on MS Azure Cloud. Additional security information is available at <https://azure.microsoft.com/en-us/overview/trusted-cloud/>.



- All incoming and outgoing traffic goes through Avolve Cloud Azure load balancer which is protected by a Microsoft's network firewall called the Azure network security group (NSG). By default, all NSG's block incoming and outgoing traffic that are not related to Avolve software.
- Traffic is forwarded from the load balancer to the web tier subnet via network access translation (NAT). The web tier subnet has an additional NSG associated to it to filter incoming and outgoing traffic from/to the load balancer. In addition to the web tier subnet Avolve also has an application tier subnet and a data tier subnet. Each subnet has an NSG associated to it, so communication between each subnet is filtered via the NSGs.
- Avolve Production Environment Safeguard Guidelines:
 Industry best-practices for systems operational control (SOC) and the National Institute of Standards (NIST) are an integral part of the Avolve Cloud infrastructure, ensuring a very high level of security and system uptime for Avolve's customers and their environments. Avolve's security and operational policies are established in order to safeguard against any unauthorized access to data and/or potential service disruption that are a constant threat in today's world of online commerce. Therefore, the following policies are enforced in the Avolve Cloud:
 - Customer will have no access to server infrastructure. Deployment and changes to Production server hardware and/or Operating System (OS) configuration in Avolve Cloud will be performed by Avolve and qualified partner staff only. Customers will be notified if modifications to their environments are required at any given time.
 - Custom report creation requires direct access to the Production database. For this reason, Avolve Cloud will only support access to a Test environment where the Production tables for reports can be exported.
 - Apart from machine-to-machine (M2M) VPN tunnels required for third-party software integration, no user account-based VPN access will be granted to Avolve Cloud Production environment infrastructure or software applications.

Managed Services Operations

Avolve Cloud ensures high system availability and is backed by rock solid infrastructure and service level guarantees. Your Avolve ePlan Life Cycle licensed software is hosted in a secure, state of the art data center, and most importantly the application is expertly managed by Avolve. Meticulous attention has been given to security, backup, system redundancy and failover. Your Avolve ePlan Life Cycle application environment is monitored 24-7 for optimum health and security. And if an issue arises, our experts have immediate and direct access to your servers and software for quick diagnosis and resolution. Our comprehensive, Managed Services matrix details what you can expect from the Avolve Cloud:

24x7 Support and Monitoring for SaaS Customers	US Mountain Time Zone				
	8am-5pm	5pm-8pm	8pm-6am	6am-8am	Scheduled
Hardware and OS/Virtual System Monitoring & Support					
<p>Server and network resources (i.e., CPU, RAM, Storage, and bandwidth) monitored with automated alerts for resource threshold, server failure, internet and WAN connectivity. Alerts will not be able to monitor issues that occur within less than 1 second failure. Those issues are often discovered during application-level (i.e., OAS and ProjectDox) connectivity issues.</p> <ul style="list-style-type: none"> • Monitoring Data Points: <ul style="list-style-type: none"> ○ Up/Down Status ○ Network Interface Errors ○ CPU Warning ○ Memory Warning ○ Memory Critical ○ CPU Critical ○ Storage Warning ○ Partition Warning ○ Partition Critical ○ Database Warning ○ Database Down ○ SSL warning ○ SSL expiration ○ Webservice Alerts ○ DNS • Custom designed Outage and Alert Plan - adds, changes, & modifications (add user, update firmware, modification, network configuration) • Scheduled Hardware Audits 	x	x	x	x	
<ul style="list-style-type: none"> • OS and VMWare proactive management. This includes monitoring of any system level failure caused by OS and VMWare patches, viruses or other issues. • Permission Control (group changes, file/folder permissions, Windows or Linux) 	x	x	x	x	

24x7 Support and Monitoring for SaaS Customers	US Mountain Time Zone				
	8am-5pm	5pm-8pm	8pm-6am	6am-8am	Scheduled
<ul style="list-style-type: none"> Optimize backend 					
<ul style="list-style-type: none"> Log File analysis Best-practices recommendations Other services as requested Regular reporting based on customer preference. VLAN creation/modification 					X
<ul style="list-style-type: none"> Cyber Security monitoring and automated alerts. Regular anti-virus scan and anti-virus removal Database Security 	X	X	X	X	
<ul style="list-style-type: none"> Scheduled data recovery, OS & VMware patches and any hardware replacements Critical OS patches and updates 					X
<ul style="list-style-type: none"> Backup automated services 	X	X	X	X	
<ul style="list-style-type: none"> 24x7 Infrastructure Support calls 	X	X	X	X	
Application (OAS, ProjectDox, PlansAnywhere) Technical Support through ticket submissions					
<ul style="list-style-type: none"> Application Specific Monitoring <ul style="list-style-type: none"> Monitor Web Server Connectivity Monitor Web Site Availability Monitor Web Site Page Responsiveness Monitor Application Specific Services Minimalizes Support Issues 	X	X	X	X	
<ul style="list-style-type: none"> Application Performance Reviews 	X				X
<ul style="list-style-type: none"> Database Performance Reviews 					
<ul style="list-style-type: none"> Application Administration Assistance 	X		X		
<ul style="list-style-type: none"> Scheduled Reports 	X				
<ul style="list-style-type: none"> System health checks 					X
<ul style="list-style-type: none"> Performance tuning <ul style="list-style-type: none"> ProjectDox DB Tuning and re-indexing (periodic) ProjectDox configuration tuning and adjustments based on any progressive performance growth requirements Routine cleanup of the DLcache folder Restart of ProjectDox services and/or Servers during support or patches 					X
<ul style="list-style-type: none"> Online Support Tickets: Responding to application issues reported 	X		X		
<ul style="list-style-type: none"> Software minor patch updates for Support related issues 					X
<ul style="list-style-type: none"> Software resolution to fix a technical reported issue 					X
<ul style="list-style-type: none"> Application support for system down issues for Standard Support customers until problem is resolved or a work around has been identified 	X	X	X	X	X

EXHIBIT A: CHANGE REQUEST FORM

		Avolve Software Change Request Form <i>City of Somewhere</i>	
/			
GENERAL INFORMATION			
Change Request # (CR)			
Project/City/County			
Requestor Name			
Description of Change	<i>[Enter a detailed description of the change being requested]</i>		
Date Submitted			
Priority	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High
Reason for Change Request	<i>[Enter a detailed description of why the change is being requested]</i>		
Project Artifacts Impacted	<i>[List other artifacts affected by this change]</i>		
Assumptions/Risks	<i>[Document assumptions or comments regarding the requested change]</i>		
Comments/Considerations	<i>[Enter additional comments]</i>		
Attachments/References			
ESTIMATES			
Total Estimated Development Hours	<i>[#hrs]</i>	<i>[Enter the hour impact of the requested change]</i>	
Total Estimated Development Duration	<i>[#dys]</i>	<i>[Enter the duration impact of the requested change]</i>	
Schedule Impact	<i>[WBS]</i>	<i>[Detail the impact this change may have on schedules]</i>	
Cost Impact	<i>[Cost]</i>	<i>[Detail the impact this change may have on cost]</i>	
Comments/Recommendations			
PM Approval Signature			
Date Signed			
IDS Approval Signature			
Date Signed			
CITY OF SOMEWHERE AUTHORIZATION			
Customer Approval Signature			
Date Signed			
Avolve Software 01/01/2015		Page 1 of 1	



EXHIBIT 3
SHI QUOTES

Pricing Proposal
Quotation #: 18763103
Created On: 4/21/2020
Valid Until: 5/31/2020

Clackamas County

Brant Sylvester
121 Library Court
Accounts Payable
Oregon City, OR 97045
United States
Phone: 5037425449
Fax:
Email: BSylvester@clackamas.us

Inside Account Manager

EJ Williams
290 Davidson Ave
Somerset NJ 08873
Phone: 1-800-477-8479
Fax: 1-800-477-8479
Email: EJ_Williams@shl.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SaaS ProjectDox and QAS Avolve Software - Part#: SAAS-P.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$119,083.82	\$119,083.82
2 Entry Capacity QAS & ProjectDox SaaS License Avolve Software - Part#: SAAS-T.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$21,076.80	\$21,076.80
3 PlansAnywhere Avolve Software - Part#: SOFT-PALP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$8,744.58	\$18,489.16
4 PlansAnywhere Avolve Software - Part#: SUB-PA-FTM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$8,782.00	\$8,782.00
5 ProjectDox Workflow Avolve Software - Part#: BIC Plus Workflow Setup Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$26,010.00	\$26,010.00
6 ProjectDox Workflow Avolve Software - Part#: BIC Core Setup Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$13,387.50	\$13,387.50
7 ProjectDox Assurance Services Avolve Software - Part#: PS-AS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: QTY 78	78	\$85.51	\$6,669.18

8	ProjectDox Assurance Services Avolve Software - Part#: PS-AS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$8,606.25	\$8,606.25
9	Advanced ProjectDox Integration Avolve Software - Part#: PS-PF.AINT Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$16,830.00	\$16,830.00
10	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.SUT Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Setup Services: - System Setup Database Table Population - mapping control id's to export records - Admin Training - not to exceed 5 hrs	1	\$3,633.75	\$3,633.75
11	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.SSA Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Deploy SSA templates/permit letters, assist design and deploy to production – not to exceed 16hrs	1	\$3,060.00	\$3,060.00
12	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.AINT Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Advanced Integration for OAS to Permitting System	1	\$5,355.00	\$5,355.00
13	BIC Permit Processor Integration Avolve Software - Part#: PS-OAS.PP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$7,650.00	\$7,650.00
14	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.FCB Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Fixed Fee Calculations for OAS	1	\$3,060.00	\$3,060.00
15	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.VW.A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Advanced OAS Widget	2	\$4,590.00	\$9,180.00
16	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.VW.B Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Base OAS Widget	1	\$3,060.00	\$3,060.00
17	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.P2eF Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Base OAS eForm Existing paper to electronic form design in OAS with < 75 fields and intelligent conditional entry/display	1	\$1,147.50	\$1,147.50
18	Professional Services Package for OAS	1	\$3,060.00	\$3,060.00

Avolve Software - Part#: PS-OAS.BeS
 Contract Name: Omnia Partners - IT Solutions
 Contract #: 2018011-02
 Note: Advanced OAS eForm < 75 fields – w/ intelligent conditional entry/display

19	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.AeS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Custom OAS eForm >75 fields to 150 fields –intelligent conditional entry/display	1	\$4,590.00	\$4,590.00
20	PlansAnywhere Onboarding Avolve Software - Part#: PS-PA-ONBRD Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$6,799.15	\$6,799.15
21	PlansAnywhere Training Avolve Software - Part#: TES-PA-TRA Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Custom OAS eForm >75 fields to 150 fields –intelligent conditional entry/display	1	\$1,020.00	\$1,020.00
22	Change Management Avolve Software - Part#: Unboxed Consulting Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
23	ProjectDox Bundled Training Avolve Software - Part#: PKG-PDOX.TRN Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$13,050.00	\$13,050.00
24	ProjectDox Training Avolve Software - Part#: TES- INTRO Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Introduction to ProjectDox (12)	3	\$1,125.00	\$3,375.00
25	ProjectDox Training Avolve Software - Part#: TES- MARK Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Introduction to Markup	3	\$1,350.00	\$4,050.00
26	ProjectDox Training Avolve Software - Part#: TES-BICPR Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: ProjectDox Workflow Training for Reviewers	3	\$2,000.00	\$6,000.00
27	ProjectDox Training Avolve Software - Part#: TES-BICCOR Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: ProjectDox Workflow Training for Coordinators	1	\$2,000.00	\$2,000.00
28	ProjectDox Training Avolve Software - Part#: TES-PA Contract Name: Omnia Partners - IT Solutions	1	\$1,575.00	\$1,575.00

Contract #: 2018011-02

Note: ProjectDox Administrator Training

Total \$315,624.21

Additional Comments

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Quotes may be updated to reflect changes due to industry wide constraints and fluctuations

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
 Quotation #: 18841875
 Created On: 5/5/2020
 Valid Until: 5/31/2020

Clackamas County

Brant Sylvester
 121 Library Court
 Accounts Payable
 Oregon City, OR 97045
 United States
 Phone: 5037425449
 Fax:
 Email: BSylvester@clackamas.us

Inside Account Manager

EJ Williams
 290 Davidson Ave
 Somerset NJ 08873
 Phone: 1-800-477-8479
 Fax: 1-800-477-8479
 Email: EJ_Williams@shl.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SaaS ProjectDox and QAS Avolve Software - Part#: SAAS-P.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$162,431.87	\$162,431.87
2 Entry Capacity QAS & ProjectDox SaaS Licenses Avolve Software - Part#: SAAS-T.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
3 PlansAnywhere Avolve Software - Part#: SOFT-PALP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
4 PlansAnywhere Avolve Software - Part#: SUB-PA-FTM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
		Total	\$162,431.87

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009846; DUNS# 81-1429481; CCR# 81-243957G; CAGE 1HTFD

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
 Quotation #: 18841980
 Created On: 5/5/2020
 Valid Until: 5/31/2020

Clackamas County

Brant Sylvester
 121 Library Court
 Accounts Payable
 Oregon City, OR 97045
 United States
 Phone: 5037425449
 Fax:
 Email: BSylvester@clackamas.us

Inside Account Manager

EJ Williams
 290 Davidson Ave
 Somerset NJ 08873
 Phone: 1-800-477-8479
 Fax: 1-800-477-8479
 Email: EJ_Williams@shl.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SaaS ProjectDox and QAS Avolve Software - Part#: SAAS-P.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$166,636.69	\$166,636.69
2 Entry Capacity QAS & ProjectDox SaaS Licenses Avolve Software - Part#: SAAS-T.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
3 PlansAnywhere Avolve Software - Part#: SOFT-PALP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
4 PlansAnywhere Avolve Software - Part#: SUB-PA-FTM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
		Total	\$166,636.69

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009846; DUNS# 81-1429481; CCR# 81-2439576; CAGE 1HTFD

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
 Quotation #: 18842182
 Created On: 5/5/2020
 Valid Until: 5/31/2020

Clackamas County

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 Email: BSylvester@clackamas.us

Inside Account Manager

EJ Williams
 290 Davidson Ave
 Somerset NJ 08873
 Phone: 1-800-477-8479
 Fax: 1-800-477-8479
 Email: EJ_Williams@shl.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SaaS ProjectDox and QAS Avolve Software - Part#: SAAS-P.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$170,967.65	\$170,967.65
2 Entry Capacity QAS & ProjectDox SaaS Licenses Avolve Software - Part#: SAAS-T.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
3 PlansAnywhere Avolve Software - Part#: SOFT-PALP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
4 PlansAnywhere Avolve Software - Part#: SUB-PA-FTM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
		Total	\$170,967.65

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009846; DUNS# 81-1429481; CCR# 81-243957G; CAGE 1HTFD

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Avolve Software Corp. Software as a Service Agreement /
Procurement of Software Services from SHI International Corp.**

Purpose/Outcomes	Approval of a purchase of Avolve Software for electronic permitting and plans review through a cooperative agreement from SHI International Corporation.
Dollar Amount and Fiscal Impact	Contract total value of \$978,092.85. \$315,624.21 will be paid out of the current fiscal year for the implementation costs and the first year of services. The rest of the total is broken out over each of the next four fiscal years for the annual service fee.
Funding Source	DTD's Building Codes Division and Engineering Development Review team will be integrating the software first, with the contract amount allocated to both funding entities based upon system users. The funds to support this software are from fees for service (permitting, application and plans review fees). No general funds are used for this contract. These funds are accounted for in our approved FY20-21 budget.
Duration	Total duration of five (5) years.
Previous Board Action/Review	None
Strategic Plan Alignment	<ol style="list-style-type: none"> <i>How does this item align with your Department's Strategic Business Plan goals?</i> A core purpose in the Land Use and Development line of business is to provide planning, property information and permitting services so all in the County can experience a safe, thriving and well-planned community, make informed decisions, invest and develop property. Electronic permitting and plans review allows us to fulfill this purpose, especially with the constraints of the coronavirus pandemic. Additionally, it is a departmental key result to have electronic plans review in place by 2021. <i>How does this item align with the County's Performance Clackamas goals?</i> Ensuring community members can develop land and structures, and have access to permitting services, aligns with the Performance Clackamas strategic priority of growing a vibrant economy. This is seen in the fact that each year the work of DTD Development Services results in 6.7 million square feet constructed, which adds \$675 million of improvements to Clackamas County.

Counsel Review	County Counsel reviewed and approved this document on July 14, 2020.
Contact Person	Cheryl Bell, DTD Assistant Director - Development 503-742-4721

BACKGROUND:

As part of our Land Use and Permitting line of business, the Department of Transportation and Development (DTD) serves as the permitting authority for unincorporated Clackamas County, and several cities (by intergovernmental agreement). Annually, this work involves more than 350,000 customer interactions, and the processing of more than 32,000 development related permits, which results in over 6 million square feet constructed at a constructed improvements value of \$675 million.

For facilitating these transactions, the department has relied on paper submittals, which can be challenging with seven internal workgroups that may need to review a permit submittal, and a variety of outside service districts that also need to review and approve the proposal. Prior to the onset of the pandemic, the service model required the customer to facilitate our process by driving to County offices, and walking through up to seven work areas to submit their plans.

With the onset of COVID-19, DTD Land Use and Permitting rapidly deployed a digital submittal solution, but this process was created as an interim measure, and is not designed for the long term. Being unsure of how long restrictions on public groupings will be in place, and with the understanding that once our customers become accustomed to submitting digitally it will be difficult to go back to paper submittals, DTD is requesting to contract with Avolve Software using a cooperative agreement to purchase an electronic plans review platform (e-plans). This software solution includes an online submittal portal (OAS), a plans review module (ProjectDox), and a document viewer system (PlansAnywhere).

This e-plans platform will be the vehicle to establish sustained electronic plans review for our department, and will allow us to maintain the integrated service model established for our customers during COVID-19 using temporary digital submittal measures. The Avolve product provides improved tools for both our customers and our staff;

- An online submittal portal that allows customers to submit payments and upload drawings;
- The ability to invite multiple agencies and reviewers to a project without them having to purchase software or licenses;
- Workflows that are accessible to all project invitees and shows real-time comments and status;
- Secure cloud servers for storing and managing documents; and,
- A field solution for inspection staff to review, use, and mark up approved plans.

The platform will be a SaaS (cloud) hosted solution, and this approach has been reviewed and approved by the county’s Technology Services Department.

The plan is to transition the Building Codes and Engineering Development Review teams over to the integrated solution first, and then additional work groups will make the transition once the software solution has been deployed. The contract amount will be allocated to both funding entities based upon system users, and is accounted for in our approved FY20-21 budget.

PROCUREMENT PROCESS:

On April 06, 2020, a Procurement Request was submitted to the Procurement Office for Avolve Software. After some initial research it was determined that the requested software could be purchased off of the SHI International Corp. Omnia Partners Cooperative Contract #2018011-02. A Notification of Intent to Purchase off of said Cooperative Contract was advertised in accordance with ORS 279B and LCRB Rule C-046-0440 on May 21, 2020. The County did not receive any comments during the seven (7) day protest period. Procurement and Counsel have negotiated the proposed Agreement with Avolve Software Corporation and have come to a tentative agreement.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners approve the attached Software as a Service Agreement, with Avolve Software Corporation and, to complete the transaction, authorize the Procurement Office to execute a Purchase Order to SHI International Corp and any other needed instruments in order to complete the full five (5) year term.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director

Placed on the Agenda of _____ by Procurement and Contract Services



AVOLVE SOFTWARE CORPORATION Software as a Service Agreement

This agreement ("Agreement") is made this July 23, 2020 ("Effective Date") by and between Avolve Software Corporation, a Delaware corporation with offices at 4835 E. Cactus Road, Suite 420, Scottsdale, Arizona 85254, United States of America, ("Avolve" or "Services Provider") and Clackamas County ("Customer").

WHEREAS Avolve offers remotely hosted subscription, software-as-a-service access (on hardware owned or operated on behalf of Avolve by a third party hosting service provider such as Microsoft Corporation) to Avolve's software (collectively, such hosted electronic plan review and project information management, collaboration and review system, including all software applications, application program interfaces, modules, databases, hardware, infrastructure, documentation and system administration, management and monitoring activities that Avolve provides for the software shall be referred to herein as the "Avolve SAAS Solution");

WHEREAS Avolve provides professional services ("Professional Services") to assist customers with among other things, implementation of the Avolve SAAS Solution and training;

WHEREAS the Customer desires to purchase use rights for the Avolve SAAS Solution and related Professional Services (the "Initial Purchase") from Avolve and, pay for such purchases either directly or pursuant to an agreement between the Customer and a third party financing source reasonably acceptable to Avolve (the "Financing Company"); and

WHEREAS Avolve and Customer now desire to provide the terms and conditions under which Avolve will provide the Initial Purchase to Customer, as well provide the terms and conditions for the Customer to purchase other Professional Services from Avolve, with or without the assistance of Financing Company or another paying agent;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Avolve and Customer agree as follows.

SECTION A. – AVOLVE SAAS SOLUTION

1. Avolve SAAS Solution.
 - a. Use Rights. Subject to Customer's compliance with all the terms and conditions of this Agreement, Avolve grants to Customer a non-exclusive, non-transferable, non-sublicensable right during the subscription term ("Subscription Term") identified in the Implementation SOW (attached hereto as Exhibit 2) to permit Users to use the Avolve SAAS Solution identified in the Implementation SOW for Customer's internal business operations, solely for the specific Business Unit(s) as further set forth in the Implementation SOW. Should Customer desire to reorganize any such Business Unit, it shall provide Avolve written notice as soon as possible following the determination of reorganization, so that Avolve may review the planned reorganization to determine if it is consistent with the Business Unit limitation in this use rights grant and, if not, what additional fees will be required due to Customer's reorganization to include additional Business Units. As used in this Agreement, "User" means authorized Customer employees and third parties that require access to the Avolve SAAS Solution in connection with the Customer's internal business operations, such as the Customer's administrators, contractors, reviewers, and applicants. There may be different types/levels of Users for the Avolve SAAS Solution, such as administrator Users, if so identified in the Implementation SOW.
 - b. Storage. The Avolve SAAS Solution will include for the initial Subscription Term the amount of storage set forth in the Implementation SOW. Customer acknowledges that should Customer exceed the included storage limits after Avolve has sent notice to Customer in accordance with Avolve's then-

current standard storage limits and data backup practices (available upon request), additional charges will be incurred by Customer. Avolve shall invoice Customer for any such additional incurred charges, and Customer shall pay such invoices, in accordance with Section C of this Agreement. Avolve may, in its sole discretion, increase the amount of standard storage included at no additional charge with the Avolve SAAS Solution, with such modification to become effective upon the effective date of any renewal term provided that Avolve provides Customer written notice of such modification at least ninety days in advance of the expiration of the then-current Subscription Term.

- c. Restrictions on Use. Customer will not, and will ensure that its Users do not: (i) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, host or transmit in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, any part of Avolve SAAS Solution or any other Avolve materials; (ii) use the Avolve SAAS Solution or any other Avolve materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training); (iii) assign, sublicense, sell, lease, loan, resell, sublicense or otherwise distribute or transfer or convey the Avolve SAAS Solution or any other Avolve materials, or pledge as security or otherwise encumber Customer's rights under this Agreement; (iv) make any use of or perform any acts with respect to the Avolve SAAS Solution or any other Avolve materials other than as expressly permitted in accordance with the terms of this Agreement; or (v) use the Avolve SAAS Solution components other than those specifically identified in the Implementation SOW and then only as part of Avolve SAAS Solution as a whole, even if it is also technically possible for Customer to access other Avolve SAAS Solution components; or (vi) modify, further develop or create any derivative works of, disassemble, decompile, reverse engineer or otherwise attempt to obtain or perceive the source code from which any part of Avolve SAAS Solution is compiled or interpreted, or access or use Avolve SAAS Solution in order to build a similar or competitive product or service; (vii) allow use of the Avolve SAAS Solution or any other Avolve materials by anyone other than authorized Users; (viii) publish any results of benchmark tests run on Avolve SAAS Solution; (ix) unless otherwise expressly authorized in writing by Avolve, use the Avolve SAAS Solution in connection with any software product or tools, or any other software as a service not provided by Avolve; and (xi) input, upload, transmit or otherwise provide to or through Avolve SAAS Solution or any systems used by Avolve anything that is unlawful, injurious, or contains, transmits or activates any harmful code. Customer acknowledges that nothing herein will be construed to grant Customer any right to obtain or use the source code from which Avolve SAAS Solution is delivered. Customer shall not tamper with or attempt to disable any security device or protection used by Avolve SAAS Solution or any other Avolve materials, nor shall Customer damage, destroy, disrupt or otherwise impede or harm in any manner the Avolve SAAS Solution or any systems used by Avolve. Customer agrees to take all commercially reasonable steps to ensure that Users abide by the terms of this Agreement and, subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act, expressly agrees to indemnify Avolve, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by Avolve arising from a breach by the User of the conditions of this Agreement.
- d. High-Risk Activities. The Avolve SAAS Solution is not fault-tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems, in which the failure of the Avolve SAAS Solution or derived binaries could lead directly to death, personal injury, or severe physical or environmental damage. The Avolve SAAS Solution is also not designed or intended for use with Federal Tax Information (FTI) as defined in the Internal Revenue Service Publication 1075 (IRS 1075) or criminal justice information ("CJI"), such as fingerprint records and criminal histories. Customer shall not use the Avolve SAAS Solution for any of these high-risk activities, including without limitation transmitting, storing or otherwise processing any FTI or CJI with the Avolve SAAS Solution.

- e. Project Administrator. Customer agrees, if not already designed in the Implementation SOW, to promptly designate in writing one person to be the Customer's point person responsible for all communications with Avolve (the Customer's "Project Administrator"). The Project Administrator is responsible for project administration duties as documented in the Avolve systems guides, statements of work, and documentation (collectively, the "Documentation"), as provided for time to time by Avolve to Customer.
- f. Customer Connection. During the Term, the Customer is responsible for obtaining and maintaining connection to the Avolve SAAS Solution, including the Internet connection. Avolve shall not be responsible for any inadequacy or lack of functionality of Customer's connection to the Avolve SAAS Solution or the inability of the Customer's computer, telecommunications provider, or other equipment and capabilities to access or use the Avolve SAAS Solution.
- g. Third Party Service Providers and Components. Notwithstanding anything to the contrary in this Agreement or any other documents between Avolve and Customer, Customer acknowledges and agrees as follows.
 - 1. The Avolve SAAS Solution and its component parts are protected by copyright and other propriety rights of Avolve and one or more third party software vendors (including Oracle and Open Text Corporation ("OTC") (all such third party vendors, including without limitation Oracle and OTC, shall be referred to herein as "third party vendors" or "third party software vendors"). Customer may be held directly responsible by such third party vendors for acts relating to the Avolve SAAS Solution component parts that are not authorized by this Agreement. Customer's use of such third party software is limited to only in conjunction with Avolve SAAS Solution and Customer acknowledges that it is not allowed to modify such third party software or use it independent from Avolve SAAS Solution. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CUSTOMER WAIVES, AND WILL CAUSE ITS USERS TO WAIVE, ALL CLAIMS AND CAUSES OF ACTION AGAINST SUCH THIRD PARTY SOFTWARE VENDORS THAT ARISE UNDER THIS AGREEMENT.
 - 2. If Customer purchases from Avolve hosting of the Avolve SAAS Solution on the Microsoft® Windows Azure™ platform, the terms and conditions for such cloud services as such may be updated by Microsoft Corporation from time to time, are found online on at <https://docs.microsoft.com/en-us/partner-center/agreements>. Customer should review the documents available on this website carefully to be sure that Customer reviews the appropriate customer agreement. If Customer has purchased Microsoft Cloud for US Government, review the customer agreement for Microsoft Cloud for US Government. If Customer is purchasing commercial access, the customer agreement for commercial access for the United States applies. Upon Customer's request, Avolve will provide Customer with assistance on finding and/or a copy of the appropriate Microsoft customer agreement. Customer acknowledges and agrees THAT (A) THE HOSTED SERVICES WILL BE PERFORMED SOLELY AND EXCLUSIVELY SUBJECT TO THE APPLICABLE MICROSOFT CORPORATION'S CUSTOMER AGREEMENT (the "Microsoft Customer Agreement), (B) THAT AVOLVE DOES NOT GUARANTY MICROSOFT CORPORATION'S OBLIGATIONS PURSUANT TO THE MICROSOFT CUSTOMER AGREEMENT, AND (C) NOR CAN AVOLVE GRANT ANY WARRANTIES OR ADDITIONAL TERMS TO THE CUSTOMER AS TO THE HOSTED SERVICES UNDER THIS AGREEMENT. THE HOSTED SERVICES ARE SOLELY GOVERNED BY THE MICROSOFT CUSTOMER AGREEMENT, TO WHICH AVOVLE IS NOT A PARTY. Microsoft Corporation makes certain service level commitments to its customers, which are available online in the Microsoft Corporation's SLAs at

<https://azure.microsoft.com/en-us/support/legal/sla/summary/>. If Customer desires to make a claim under the Microsoft Corporation SLAs, Customer shall submit the claim through Avolve. Avolve will escalate the claim to Microsoft Corporation for review. If Microsoft Corporation determines that a credit is due, Avolve will credit Customer the amount Microsoft Corporation has paid to Avolve for the SLA credit promptly after receiving the credit from Microsoft Corporation.

- h. Compatibility Updates. Avolve will make commercially reasonable efforts to update the Avolve SAAS Solution, if and as required, to cause it to operate under new versions or releases of current operating systems and internet browsers, within fifteen (15) months of general availability.
- i. Passwords, Access. Customer may designate and add Users and shall provide and assign unique passwords and user names to each authorized User pursuant to Avolve's then-current protocols. At Avolve's discretion, Users may be added either by Avolve or directly by Customer. Customer shall ensure that multiple Users do not share a password or user name. Customer further acknowledges and agrees that it is prohibited from sharing passwords and/or user names with unauthorized users. Customer will be responsible for the confidentiality and use of its Users passwords and user names. Avolve will act as though any electronic communications it receives under such passwords, user names, and/or account numbers have been sent by Customer. Customer agrees to immediately notify Avolve if it becomes aware of any loss or theft or unauthorized use of any of passwords, user names, and/or account numbers. Customer agrees not to access Avolve Cloud by any means other than through the interfaces that are provided by Avolve.
- j. Transmission Of Data. Customer understands that the technical processing and transmission of Customer Data is necessary to use of the Avolve SAAS Solution, and consent to Avolve's interception and storage of Customer Data. Customer understands that its Users or Avolve may be transmitting Customer Data over the Internet, and over various networks, only part of which may be owned by Avolve. Avolve is not responsible for any portions of Customer Data that are lost, altered, intercepted or stored without authorization during the transmission of Customer Data across networks not owned by Avolve.
- k. Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which it acquired Customer Data, (c) be responsible for cooperating and assisting Avolve as reasonably requested by Avolve to facilitate performance of its obligations and exercising of its rights under this Agreement, (d) use the Avolve SAAS Solution and any other materials provided by Avolve only in accordance with the Documentation and applicable laws and government regulations, including complying with all applicable legal requirements regarding privacy and data protection so as to not violate the intellectual property, privacy or any other rights of any third parties, and (e) use commercially reasonable efforts to prevent any security breach, including any unauthorized access to or use of the Avolve SAAS Solution. Should Customer become aware of any actual or threatened security breach, Customer shall promptly notify Avolve and take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Avolve SAAS Solution). Customer shall provide sufficient notice to, and obtain sufficient consent from, its Users and any other party providing personal data to Avolve and its suppliers (including the Microsoft Corporation) to permit the processing of data by Avolve and its supplier, and their respective affiliates, subsidiaries, and service providers solely to the extent such processing of data is expressly allowed for under this Agreement, including for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Avolve solely to the extent Avolve is required to do so by law, or otherwise mutually agreed to in writing by the parties.

- I. Data Backup. The Avolve SAAS Solution is programmed to perform data backups of Customer Data stored within the Avolve SAAS Solution in accordance with Avolve's then-current standard storage limits and data backup practices (available upon request). Additional data backups may be purchased for an additional fee from Avolve and such additional data backup services shall be documented in an SOW pursuant to Section B of this Agreement. In the event of any loss, destruction, damage or corruption of Customer Data caused by Avolve or the Avolve SAAS Solution, Avolve, as its sole obligation and liability and as Customer's sole remedy, will use commercially reasonable efforts to restore Customer Data from Avolve's most current backup of Customer Data.

 - m. Ownership. Customer acknowledges and agrees that Avolve owns all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Avolve SAAS Solution and any suggestions, enhancements requests, feedback, recommendations or other information provided by Customer or any of its Users related to the Avolve SAAS Solution. Customer's use rights to the Avolve SAAS Solution and the related materials supplied by Avolve pursuant to this Agreement are strictly limited to the right to use the proprietary rights in accordance with the terms of this Agreement. No right of ownership, expressed or implied, is granted under this Agreement.
2. Security. The security, privacy and data protection commitments set forth in this Agreement only apply to products and services provided by Avolve directly to Customer and do not include any products or services resold by Avolve hereunder, including any hosting services provided by Microsoft Corporation pursuant to the Customer's Microsoft Customer Agreement.
 - a. Security Program. Avolve has implemented and maintains an information security program that incorporates administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of the Customer Data provided by Customer and its Users to Avolve in accordance with this Agreement. Avolve agrees to preserve the confidentiality, integrity and accessibility of Customer data with administrative, technical and physical measures that conform to generally recognized industry standards, outlined above, and best practices. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by Avolve or open source support.
 - b. Annual Audit. Avolve will use commercially reasonable efforts to conduct an annual security audit of Avolve using an independent third party selected by Avolve. Upon the Customer's written request, a copy of the final report from any such audit shall be promptly provided the Customer. The Customer agrees that any such reports or other information provided to Customer concerning any audit shall be the Confidential Information of Avolve.
 - c. Security Breach. Avolve will notify Customer promptly and in no event later than one (1) business day following Avolve's discovery of a Data Security Breach (defined below) and shall (i) undertake a reasonable investigation of the reasons for and the circumstances surrounding such Data Security Breach and (ii) reasonably cooperate with Customer in connection with such investigation, including by providing Customer with an initial summary of the results of Avolve's investigation as soon as possible, but in all cases within two (2) business days after the date Avolve discovered or reasonably suspected a Data Security Breach, and then regular updates on the investigation as it progresses; (iii) not make any public announcements relating to such Data Security Breach without Customer's prior written approval, which shall not be unreasonably withheld; (iv) use commercially reasonable efforts to take all necessary and appropriate corrective action reasonably possible on Avolve's part designed to prevent a recurrence of such Data Security Breach; (v) collect and preserve evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Data Security Breach, which shall meet reasonable expectations of forensic admissibility; and (vi) if requested by Customer, provide notice to individuals or entities whose Confidential Information was or may have been affected in a manner and format specified by Customer. If a Data Security Breach is directly due to Avolve's breach of this Agreement, the cost of any notices sent under (vi), as well as any other damages, fines and

corrective actions (including credit monitoring services) shall be the responsibility of Avolve. In the event of any Data Security Breach is caused by Avolve, Customer shall have, in addition to all other rights and remedies available under this Agreement, law and equity, the right to terminate the Agreement upon thirty (30) days prior written notice. For purposes of this Agreement, the term “Data Security Breach” shall mean any of the following occurring in connection with Customer Data in connection with Customer’s and its Users’ authorized use of the Avolve SAAS Solution: (a) the loss or misuse of Customer Data; and (b) disclosure to, or acquisition, access or use by, any person not authorized to receive Customer Data, other than in circumstances in which the disclosure, acquisition, access or use is made in good faith and within the course and scope of the employment with Avolve or other professional relationship with Avolve and does not result in any further unauthorized disclosure, acquisition, access or use of Customer Data.

- d. Signatures. The parties shall use electronic signatures for all agreements unless otherwise prohibited by law. Prior to any public disclosure of any document containing a signature, the signature shall be redacted by the disclosing party in a manner which renders it illegible and unable to be copied.
3. Suspension Right. Avolve reserves the right to include disabling devices in the service and software provided under this Agreement and to use such disabling devices to suspend access and/or use (provided that Avolve has provided at least thirty days prior written notice) when any payment is overdue or when Avolve believes that Users are using the Avolve SAAS Solution and/or any other materials or services provided by Avolve hereunder not in accordance with the Documentation, this Agreement and/or applicable laws and government regulations. In addition, if Customer is using Microsoft Corporation for hosting services, Microsoft Corporation may terminate or suspend Customer's hosting services in accordance with the Customer's Microsoft Customer Agreement and, should this happen, Customer will not be able to access the Avolve SAAS Solution. Customer agrees that Avolve shall not be liable to Customer, Users or to any third party for any suspension or inability to access the Avolve SAAS Solution pursuant to this Section A(3). If suspended for failure to pay, upon payment in full of all amounts overdue (including any interest owed), Customer may request the reactivation of its account. Avolve shall reactivate promptly after receiving in advance all applicable reactivation fees, provided that Avolve has not already terminated this Agreement.
4. Ownership and Disposition of Customer Owned Data, Hosting Location. “Customer Data” refers to the data provided by the Customer that resides in the Customer’s Avolve SAAS Solution environment, including any plan review, project drawings and associated project documents. Customer shall own all Customer Data that may reside within Contractor’s hosting environment, to include Disaster recovery site, equipment and media. Contractor is granted no rights hereunder to use the Customer Data except to the extent necessary to fulfill its obligations to Customer under this Agreement. Unless approved in writing by Customer, Avolve shall host the Avolve SAAS Solution provided to Customer hereunder from a data center located within the United States. Upon termination or expiration of Customer’s right to use the Avolve SAAS Solution for any reason other than Customer’s uncured material breach within the first thirty (30) calendar days following termination or expiration, Avolve shall provide a copy in a mutually agreed upon format on media supplied by the Customer. If the parties are unable to mutually agree upon the format or the media supplied by Customer is not acceptable to Avolve, Avolve will use commercially reasonable efforts to still provide a copy of the Customer Data but Avolve may charge a reasonable professional services fee for increased costs incurred. After return of Customer’s data, Avolve has no further obligation to retain the Customer Data and shall use commercially reasonable efforts to promptly delete all Customer Data from the Avolve SAAS Solution.
5. Verification. Avolve shall be permitted to audit (at least once annually and in accordance with Avolve standard procedures, which may include on-site and/or remote audit) the usage of the Avolve SAAS Solution and any other materials provided by Avolve to Customer. Customer shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Customer underpaid fees to Avolve and/or (ii) that Customer has used in excess of the use rights granted herein, Customer shall pay such underpaid fees for such excess usage. Reasonable costs of Avolve’s audit shall be paid by Customer if the audit results indicate usage in excess of the



authorized quantities or levels. Avolve reserves all rights at law and equity with respect to both Customer's underpayment of fees and usage in excess of the authorized quantities or levels.

SECTION B. – PROFESSIONAL SERVICES AND SOWS

1. Statements of Work. From time-to-time during the Term of this Agreement, the parties may enter into statements-of-work (each being an "SOW") for Avolve SAAS Solution use rights (including additional storage) and/or Professional Services on terms mutually agreed in writing between the parties in the SOW, including, without limitation, scope of services, expected deliverables, milestone dates, acceptance procedures and criteria, fees and other such matters. No SOW shall be binding until executed by both parties. Each SOW will be incorporated into and subject to this Agreement. In the case of any conflict between the SOW and this Agreement, this Agreement shall control unless the SOW specifically states otherwise.

SECTION C. – GENERAL TERMS AND CONDITIONS

1. Fees.
 - a. Implementation SOW and Additional Storage Fees. The Software Sales Order includes the Avolve SAAS Solution subscription fees, as well as the training and implementation professional services; which, unless set forth otherwise in the Software Sales Order, shall be invoiced by Avolve in full, in advance on the Effective Date. Additional storage fees shall be as set forth in the then-current standard storage limits and data backup practices document, a copy of which is available from Avolve upon request. Additional storage fees will be invoiced in accordance with the then-current standard storage limits and data backup practices document.
 - b. Other SOWs. Any SOWs that Avolve and the Customer may execute from time to time during the Term of this Agreement shall include within them the applicable fees, including whether the Avolve SAAS Solution subscription fees and/or Professional Services fees are being paid by Customer through Financing Company, by Customer through another paying agent, or by Customer directly to Avolve. Unless otherwise specified in the SOW, Professional Services fees will be invoiced as the Professional Services are delivered and Avolve SAAS Solution subscription fees will be invoiced yearly, in advance, in full at the time the SOW is executed.
 - c. General Terms. Unless set forth otherwise in an SOW, payment on all invoiced amounts shall be due forty five (45) days from receipt of invoice, with past due amounts accruing interest at the rate of the lesser of either 5% per annum or the maximum amount as allowed by law.

Avolve will invoice for the Avolve SAAS Solution subscription fees yearly, in advance, with the first invoice being issued on the Effective Date of this Agreement. The Customer agrees to pay all invoiced subscription fees net forty-five (45) days from receipt of invoice, with past due amounts accruing interest at the rate of the lesser of either 5% per annum or the maximum amount as allowed by law. All fees are due in advance, irrevocable and non-refundable (except as expressly set forth otherwise in this Agreement). Customer may terminate this Contract for the following reasons: (i) for convenience upon thirty (30) days written notice to Avolve, (ii) at any time Customer fails to receive funding, appropriations, or other expenditure authority as solely determined by Customer; or (iii) if Avolve is declared insolvent. Customer agrees to provide Avolve with complete and accurate billing and contact information.

2. Taxes. Reserved
3. Term. Except if terminated earlier in accordance with this Section C(3), this Agreement shall commence on the Effective Date and shall continue for the longer of either (a) the expiration of the Subscription Term for the Avolve SAAS Solution or (b) the completion of all Professional Services under all SOWs. Customer acknowledges that it is its responsibility to provide a current email address to Avolve and to monitor such address for such

notices. This Agreement may only be renewed by execution of a written amendment on terms mutually acceptable to both parties.

4. Termination. In addition to any termination rights that may be set forth in a specific SOW, either party may terminate this Agreement immediately upon written notice in the event that the other party materially breaches this Agreement and thereafter has failed to cure such material breach (or commenced diligent efforts to cure such breach that are reasonably acceptable to the terminating party) within thirty (30) days after receiving written notice thereof. Without prejudice to either party's rights to terminate set forth in the prior sentence, if Customer has purchased from Avolve hosting of the Avolve SAAS Solution on the Microsoft® Windows Azure™ platform, and Microsoft Corporation terminates the Customer's Microsoft Customer Agreement during a Subscription Term, Avolve and Customer shall act in good faith to determine a mutually acceptable replacement provider promptly upon receiving notice of Microsoft Corporation's intent to terminate the Customer's Microsoft Customer Agreement. If, after the first year, sufficient funds are not provided in future approved budgets of the Customer (or from applicable federal, state, or other sources) to permit the Customer, in exercise of its sole administrative discretion, to continue to perform under this Agreement, or if the program for which this Agreement was executed is abolished, Customer may terminate this Agreement after the first anniversary, without further liability by giving Avolve not less than (30) days' notice. Such termination shall take effect at the end of the Term year where such notice was provided.
5. Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.
6. Confidentiality. Each party shall use commercially reasonable efforts to hold confidential information ("Confidential Information") of the other in confidence. All Confidential Information (including but not limited to data) shall (i) remain the sole property of the disclosing party and (ii) be used by the receiving party only as authorized herein. Information will not be considered to be Confidential Information if (i) available to the public other than by a breach of this agreement; (ii) rightfully received from a third party not in breach of any obligation of confidentiality, (iii) independently developed by or for a party without access to Confidential Information of the other; (iv) lawfully known to the receiving party at the time of disclosure, (v) produced in compliance with applicable law, securities reporting requirement or a government or court order, provided the other party is given notice and an opportunity to intervene; or (vi) it does not constitute a trade secret and more than three (3) years have elapsed from the date of disclosure. If Avolve receives a request for Customer Data (either directly or as redirected to Avolve by the Microsoft Corporation), then Avolve shall redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, then Avolve shall promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so. To the extent required by law, Customer shall notify individual Users that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Avolve, and shall obtain the User's consent to the same.
7. Indemnification; Limitation of Liability.
 - a. Indemnification. If a third party makes a claim against the Customer that any Customer's use of the Avolve SAAS Solution in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Avolve, at its sole cost and expense, will defend Customer against the claim and indemnify Customer from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Avolve, provided that Customer: (i) notifies Avolve promptly in writing of the claim; (ii) gives Avolve sole control of the defense and any settlement negotiations; and (iii) gives Avolve reasonable assistance in the defense of such claim. If Avolve believes or it is determined that the Avolve SAAS Solution has violated a third party's intellectual property rights, Avolve may choose to either modify the Avolve SAAS Solution to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable,

Avolve may terminate Customer's use rights and refund any unused, prepaid fees Customer may have paid to Avolve. Avolve will not indemnify the Customer to the extent that the alleged infringement arises from (1) the combination, operation, or use of the Avolve SAAS Solution with products, services, information, materials, technologies, business methods or processes not furnished by Avolve; (2) modifications to the Avolve SAAS Solution, which modifications are not made by Avolve; (3) failure to use updates to the Avolve SAAS Solution provided by Avolve; or (4) use of Avolve SAAS Solution except in accordance with any applicable Documentation or specifications. This section provides THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF AVOLVE AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

- b. Limitation of Liability. In no event will Avolve be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with this agreement, including without limitation use of the Avolve SAAS Solution and the provision of the Professional Services. To the maximum extent permitted by law, and except for direct damages and expenses associated with Avolve's obligations to indemnify Customer pursuant to Sections C(7)(a) and E(6), in no event shall either party's aggregate liability to the other party for any claims arising out of or in any way related to this Agreement exceed \$2,000,000 USD. The limited remedies set forth in this Agreement shall apply notwithstanding the failure of their essential purpose

8. Support; Warranties.

- a. Support. During the Customer's Subscription Term, at no additional cost to the Customer, Avolve shall provide the Avolve SAAS Solution in accordance with Avolve's Service Level Agreement (attached hereto as Exhibit 1).
- b. Warranties. Customer warrants and covenants that it owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Avolve and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable laws or and government regulations, including but not limited to all foreign, United States federal and United States state recording laws. If Customer is purchasing from Avolve resold rights to Microsoft Cloud for US Government, Customer further warrants that it is one of the following: (i) a bureau, office, agency, department or other entity of the United States Government; (ii) any agency of a state or local government in the United States; (iii) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; or (iv) a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the US Department of Interior by virtue of its status as an Indian tribe.
- c. Disclaimer. Avolve AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS GIVEN AS TO ACCURACY, ERROR-FREE OR UNINTERRUPTED SERVICE. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES, ANY AVOLVE MATERIALS, THE AVOLVE SAAS SOLUTION OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR ITS PURPOSES. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. Avolve makes no warranties or conditions as to any services or products distributed under a third-party name, copyright, trademark or trade name that may be offered with or incorporated with the Avolve SAAS Solution or Professional Services provided by Avolve hereunder (such as the Microsoft hosting



services). To the maximum extent permitted by law, Avolve will have no liability in connection with the third-party services or products.

- 9. Notices: Any notices being given by this Agreement shall be in writing and shall be effective if delivered personally, sent by prepaid courier service, sent by prepaid mail, or sent by facsimile or electronic communication (confirmed on the same or following day by prepaid mail). All correspondence shall be addressed to the parties as follows:

If to Avolve:
Mr. Jay Mayne
CFO
Avolve Software Corporation
4835 E. Cactus Rd., Suite 420
Scottsdale, AZ 85254

If to Customer:
Dan Johnson
Director, Transportation & Development
Clackamas County
DTD Administration – MS1
150 Beaver Creek Road
Oregon City, OR 97045

- 10. Entire Agreement. This Agreement, together with any SOWs, constitutes the entire agreement and understanding between the parties and supersedes any prior agreements, representation, or understandings, whether oral or written, relating to the services provided hereunder. No other terms or conditions, whether from Avolve or its partners or affiliates, including standard click through license or website terms or use of privacy policy, shall apply to the Customer unless such terms are included in this Contract.
- 11. Severability. Should any court of competent jurisdiction declare any term of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms hereof.
- 12. Assignment. These services and any other information or rights provided by Avolve, may not be sold, leased, assigned, sublicensed or otherwise transferred in whole or in part. Customer may not assign this Agreement or the benefits there from in whole or in part without the prior written consent of Avolve, which consent shall not be unreasonably withheld. Any assignment made in conflict with this provision shall be voidable at the option of Avolve.
- 13. Independent Contractor. Avolve is an independent contractor and not an employee of the Customer. Any personnel performing services under this Agreement on behalf of Avolve shall at all times be under Avolve’s exclusive direction and control. Avolve shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Avolve shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and worker’s compensation insurance.
- 14. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

SECTION D. Hierarchy. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) this Agreement and (ii) the applicable Avolve Support SLA or SOW.

SECTION E. GOVERNMENT ADDITIONAL TERMS

- 1. Required Insurance. Avolve shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Avolve shall provide proof of said insurance and name the Customer as additionally insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County



Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

<p>Required - Workers Compensation: Avolve shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.</p>
<p><input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.</p>
<p><input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.</p>
<p><input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.</p>
<p><input checked="" type="checkbox"/> Required – Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000.00 per occurrence, with an annual aggregate limit of \$3,000,000.00</p>

The insurance described in this section shall not be cancelled or materially changed by Avolve without Avolve providing at least sixty (60) days written notice to the Customer. This policy(s) shall be primary insurance as respects to the Customer. Any insurance or self-insurance maintained by the Customer shall be excess and shall not contribute to it. Any obligation that Customer agree to a waiver of subrogation is hereby stricken.

2. Debt Limitation. The Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
3. Public Contracting Requirements. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Avolve shall, to the extent applicable:
 - a. Make payments promptly, as due, to all persons supplying to Avolve labor or materials for the prosecution of the work provided for in the Agreement.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Avolve or subcontractor incurred in the performance of the Agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against the Customer on account of any labor or material furnished. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - d. As applicable, Avolve shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. Avolve shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Agreement, and failure to comply is a breach entitling the Customer to terminate this Agreement for cause.
4. Governing Law; Venue. This Agreement 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 Customer and Avolve that arises out of or relates to the performance of this Agreement 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.

5. Compliance. Each of County and Avolve shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to their respective responsibilities under this Agreement. Avolve and County shall each comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. This may include, but is not limited to: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973 (as to the County only); (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967; (vi) the Health Insurance Portability and Accountability Act of 1996; the Age Discrimination Acts of 1967 and 1975; (vii) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (viii) ORS Chapter 659; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) County Local Contract Review Board Rules, containing language required to be in all public contracts, which is specifically incorporated by reference as if set forth herein. For the avoidance of any doubt, the County is solely responsible for determining what, if any, accommodations must be made by County to the County's deployment of the Avolve SAAS Solution for that deployment to be in accordance with the County's legal obligations, including but not limited to compliance with the Rehabilitation Act of 1973 and Americans with Disabilities act of 1990.
6. Tax Compliance. Avolve represents and warrants that it has complied, and will continue to comply throughout the duration of this Agreement and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Agreement and shall entitle the Customer to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement or applicable law.
7. Indemnification. Avolve agrees to indemnify, hold harmless and defend the Customer and the entities identified in section R of this Agreement, 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 real or tangible personal property solely to the extent caused by the errors, omissions, fault or negligence of Avolve or Avolve's employees or agents. Any obligation of the Customer to indemnify, hold harmless and defend Avolve, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) and only with respect to claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Customer or the Customer's employee or agents. The indemnity set forth herein is subject to the notice, cooperation and control obligations set forth in Section C(7)(a) of this Agreement.
8. Dispute Resolution. No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Agreement waiving a right to a jury trial or requiring binding arbitration are void.
9. Records. Avolve shall maintain all accounting records relating to this Agreement according to GAAP and any other records relating to Avolve's performance ("Records") for six (6) years from termination or as otherwise required. Avolve shall grant Customer, the federal government, and their duly authorized representatives reasonable access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.



10. Subcontractors. Avolve shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
11. Counterparts. This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
12. Waiver. The failure of either Customer or Avolve to enforce any provision of this Agreement shall not constitute a waiver by Customer or Avolve of that or any other provision.
13. Notices. Except as otherwise provided in this Agreement, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to Customer, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during Customer’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
14. Cooperative Contract. This software shall be purchased by Customer off of the Omnia Partners – IT Solutions Cooperative Contract # 2018011-02. All payments under this Agreement shall be made directly to SHI International Corp. The quotes for all future years of this agreement are hereby attached and incorporated by reference as Exhibit 3. A breakdown of the firm yearly pricing is listed below:

<u>Year</u>	<u>Quote Number</u>	<u>Not to Exceed Price</u>
Year 1 (Includes all implementation fees)	18783103	\$ 315,624.21
Year 2	18841875	\$ 162,431.87
Year 3	18841875	\$ 162,431.87
Year 4	18841960	\$ 166,636.69
Year 5	18842162	\$ 170,967.65
Total Contract Not To Exceed Amount		\$ 978,092.29

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Avolve Software Corporation

Jay S Mayne

Digitally signed by Jay S Mayne
DN: cn=Jay S Mayne, c=US, o=Avolve
Software Corporation,
email=jmayne@avolvesoftware.com
Date: 2020.07.14 09:51:23 -06'00'

By: _____

Name: Jay S Mayne

Title: CFO

Date: 7/14/2020

Clackamas County

By: _____

Name: _____

Title: _____

Date: _____

Recording Secretary

Date



**EXHIBIT 1 – SERVICES SERVICE LEVEL AGREEMENT (SLA)
SUPPORT PROCESS AND SERVICE LEVEL AGREEMENT**

Avolve’s current support process and service level commitments (“Support”) are defined below. Per agreement with the County of Clackamas, Attachment A further defines the Support Matrix for OAS/ProjectDox/PlansAnywhere.

Support Portal. Avolve provides Support through its Support Portal (<https://support.avolvesoftware.com>). All issues can be logged using the portal or through an on-call support number. Customer personnel receive Support Portal login credentials promptly following purchase of rights to use the Avolve SAAS Solution. After a login is received, the Customer may enter, track, update, and report on trouble ticket, as well as communicate with Avolve helpdesk staff via phone, email, web meeting, and/or ticket notes. Help, FAQs, Documentation, and a Knowledge-base are also available at the Avolve support portal.

Support Hours. 8 AM – 5 PM MST.

Planned Downtime. Avolve or its third-party agent may render the Avolve SAAS Solution unavailable in order to perform upgrades, updates, patches, enhancements and routine maintenance activities, so long as the Avolve SAAS Solution is only unavailable to Customer and its Customer Users outside of the hours of 8 AM through 5 PM Mountain Standard Time on business days during the Subscription Term. Avolve shall provide no less than five (5) days advance notice to Customer of any planned downtime. Customer acknowledges that in the case of emergencies, Avolve or its third-party agents may render the Avolve SAAS Solution unavailable in order to address the emergency. In such situations, if reasonably feasible, Avolve will provide notice to Customer in advance of rendering the Avolve SAAS Solution unavailable or, if not reasonably feasible, notice to Customer promptly following the rendering of the Avolve SAAS Solution unavailable. Customer understands and agrees that Avolve shall not be liable for any such interruption in access to the Avolve SAAS Solution for downtime occurring pursuant to this paragraph (collectively, referred to herein as “Planned Downtime”).

On-Site Emergency Support. Customer may request on-site emergency operational support services as a separate and distinct billable service. In such cases and at its discretion, Avolve will dispatch appropriate technical staff to deliver on-site technical services.

Problem Determination and Resolution. Avolve resources are allocated to resolve reported problems based on the severity level as described in the following table. Avolve uses commercially reasonable efforts to provide a prompt acknowledgement, acceptable resolution, workaround, or a plan for the provision of a resolution or acceptable workaround in the timeframe set forth below:

Severity Level	Definition	Response Time	Resolution Commitment
System Down	An error that causes a <u>catastrophic</u> failure substantially impacting Customer’s business.	1 Hour	The Level 1 Support Engineer will try to resolve the issue within 15 – 30 minutes. If it requires further investigation and longer resolution time, it is escalated to the Level 2 or 3 Support Engineer during business or non-business hours . Status updates will be provided periodically, but no less than 4 hour intervals, on System Down tickets 24x7 until resolution. Infrastructure issues are often resolved quickly by service or system restart. Any

Severity Level	Definition	Response Time	Resolution Commitment
			potential system alerts will be promptly addressed in an effort to avoid issues from occurring.
High	An error that causes Avolve product to fail without significant business impact. Causes a substantial reduction in performance.	24 Hours	<p>The Level 1 Support Engineer will try to resolve the issue within 15 – 30 minutes. If it requires further investigation and longer resolution time, it is escalated to the Level 2 or 3 Support Engineer during business hours*. Status updates will be provided periodically on High Priority tickets during business hours* until resolution. If a work-around is provided, the original High Priority ticket will be closed and a new ticket will be created to track the progress for a permanent solution to the issue.</p> <p>Infrastructure issues are often resolved quickly by service or system restart. Any potential system alerts will be promptly addressed in an effort to avoid issues from occurring.</p>
Medium	An error that causes only minor impact on use of the product.	72 Hours	Avolve and Customer will commit resources during normal business hours* for problem resolution.
Low	A service request for a new feature, additional documentation, or an explanation of product functionality.	5 Days	Avolve and Customer will commit resources during normal business hours* for problem resolution. Enhancement requests will be logged and sent to Avolve Development for review and possible incorporation into Avolve products.

*Normal Business Hours: 8:00 a.m. through 5:00 p.m., Monday through Friday (excluding standard holidays), Mountain Standard Time.

- **Response Time.** Once a problem has been reported, the Customer receives an acknowledgement by email, phone or the through the support portal. Avolve will begin the process of problem determination and resolution at this point. The time the ticket is submitted and the response time will be logged to ensure SLA is met.
- **Status Updates.** During the problem determination and resolution process, Customer may receive regular communications, via email, phone or the support portal, as to the status of the problem determination and resolution. All communications should be logged in Avolve’s support system including date, time, and contact name. This helps Avolve and the customer determine the status and duration of the issue reported.
- **Resolution.** In response to the problem reported, Customer will receive, as appropriate, one of the following resolutions: an existing correction, a new correction, a viable workaround, or a plan on how the problem will be addressed.



- Severity Re-classification. If Customer determines that the severity of a previously reported issue should be re-classified or escalated, it should contact Avolve Support with request.

Unsupported Issues. Avolve does not cover under Support, and the SLA does not include, the following conditions (collectively, the “Unsupported Issues”).

- Any Avolve SAAS Solution use not covered by an active support contract and/or not in compliance with a valid agreement with Avolve. Authorized users of the Avolve SAAS Solution are entitled to Support as part of their use fee.
- Any Avolve SAAS Solution that is altered or modified other than as approved in writing by Avolve.
- Software installed on any computer hardware/software configurations not supported by Avolve.
- Problems caused by misuse or misapplication of the Avolve SAAS Solution, including any anomalies and/or failures in test or production operating environments that impact the Avolve SAAS Solution and are determined to have their cause due to unwarranted Customer decisions, actions, system configuration/modification, policies and/or procedures.
- Problems caused by Customer’s custom application code authorized to be developed using Avolve APIs as set forth in the documentation accompanying such API and the Customer’s Agreement.
- Problems caused by updates or upgrades of 3rd party applications that are integrated with Avolve products and/or services.
- Services required to implement any updates, upgrades or releases on Customer’s network, as well as all other operational support issues, are not included with Avolve Support. Such additional services may be purchased for an additional fee.
- All Training programs, regardless of software version updates and/or upgrades.
- Operational Support including but not limited to: (a) Windows configuration issues; (b) SQL Database maintenance and or tuning; (c) VMWare tuning or configuration; (d) Firewall configuration; (e) Network performance; (f) End-User browser support; (g) User-modified and new workflows or eForms.
- Any other reasons set forth in the Customer’s Agreement, including without limitation any down-time due to Microsoft Corporation.

Avolve, in its sole discretion, shall determine whether any of the foregoing exclusions are applicable to Customer. Any services provided for exclusions shall be paid by Customer at Avolve’s then-current rates, as well as all travel and other expenses incurred by Avolve in providing such services.

Customer’s Obligations for Operational Support. To facilitate clear and consistent communication and timely issue resolution, Customer shall designate up to two contact persons for technical support processes. These individuals are responsible for initiating support requests, communicating with Avolve technical support personnel, and monitoring the support process with Avolve. Timely Customer response to Avolve requests for information during issue resolution is a necessary pre-requisite to Avolve’s providing Support. Avolve also requires remote access to the Customer system for the purpose of problem determination and analysis. Where reasonably necessary to provide Support, Customer shall provide Avolve’s technical support personnel reasonable, remote access capabilities into Customer’s systems. Upon Avolve’s request, Customer will also provide reasonable supporting data to aid in the identification and resolution of the issue.

Service Level Commitment



Avolve will use commercially reasonable efforts to make the Avolve SAAS Solution Available with an Annual Uptime Percentage of at least 99.99%, excluding Planned Downtime. In the event that Avolve does not meet this uptime commitment, Customer will be eligible to receive a service credit for 1% of the monthly fee for each one (1) hour of downtime during Customer's normal business hours, up to 50% of Customer's Pro-Rated Monthly Subscription Fee.

Definitions

- "Annual Uptime Percentage" is calculated by subtracting from 100% the percentage of 10-minute periods during a calendar month in which the Avolve SAAS Solutions was Unavailable to Customer.
- "Availability" means the ability to log into the Avolve SAAS Solution.
- "Claim" means a claim for a service credit Customer submits by opening a support case with Avolve, on the basis that the hosted Avolve SaaS Product infrastructure has been Unavailable to Customer during a service month.
- "Pro-Rated Monthly Subscription Fee" is calculated by dividing the Customer's applicable annual Avolve SAAS Solution subscription fee by twelve.
- "Unavailability" means the inability to log into the Avolve SAAS Solution.

Service Credit Requests

To receive a service credit, Customer must notify Avolve and submit a Claim within thirty (30) days from the incident that would be the basis for the claim. To be eligible, the Claim must include (a) the dates, times, description and duration of each incident experienced; and (b) the Customer's event logs or any other system telemetry that document the errors and corroborate the claimed Unavailability (any confidential or sensitive information should be removed). Failure to provide a timely Claim, which includes all the required information, will disqualify the Claim and Customer from receiving a service credit. If Avolve validates the Claim, then Avolve will promptly issue the service credit.

Service Credit Provisions

Service credits are Customer's sole and exclusive remedy for any failure of Avolve to provide the Avolve SAAS Solution in accordance with the terms of the Agreement. Service credits shall be a credit toward future services only and do not entitle Customer to any refund or other payment from Avolve. Service credits may not be transferred, applied to another account, exchanged for, or converted to monetary amounts.

The maximum service credits awarded with respect to Claims the Customer submits in any calendar month shall not, under any circumstance, exceed in the aggregate 50% of the Customer's Pro-Rated Monthly Subscription Fee for such month. Avolve will use all information reasonably available to it to validate Claims and make a good faith judgment on whether a service credit should be applied to the Claim.

SLA Exclusions

This SLA does not apply to any Availability or Unavailability of the Avolve SAAS Solution:

- During Planned Downtime;
- Caused by Unsupported Issues;
- Caused by factors outside of Avolve's control, including any force majeure event or interruption or impediment to Internet access or related problems;
- That result from Customer's equipment, software or other technology and/or third party equipment, software or other technology, including any third party hosting providers;

- That resulted from Planned Maintenance or associated to beta, evaluation, non-production systems, and trial services accounts;
- That result from any actions or inactions from Customer or any third party, including employees, Users, agents, contractors, or vendors, or anyone gaining access to the hosted Avolve SaaS Product infrastructure by means of Customer's (and its Users') passwords or equipment;
- Arising from Avolve's suspension and termination of Customer's right to use the hosted infrastructure in accordance with the Agreement; and
- That result from Avolve application software implementation errors caused by configuration, customization, installation, or human errors.
- Avolve, in its sole discretion, shall determine whether any of the foregoing exclusions are applicable to Customer. Avolve may, but is not obligated to, issue a Service Credit in Avolve's sole discretion where Customer's use of the Avolve SAAS Solution may be Unavailable due to factors other than expressly provided here in this SLA.



EXHIBIT 2 – Form of Implementation SOW



Electronic Document Management & Collaboration Solution

Clackamas County, OR
("Customer")
Proposed Statement of Work for OAS/ProjectDox/PlansAnywhere
March 25, 2020



4835 East Cactus Road Suite 420, Scottsdale, Arizona 85252

EXECUTIVE SUMMARY

This Statement of Work will focus on the **Installation** of a **Production and Test Environments** and the implementation of ProjectDox Best in Class workflows addressing the Customer's needs with regard to **Two (2)** Best in Class plan review processes. The goal is to implement **Online Application Submission (OAS), ProjectDox and PlansAnywhere** and an **Advanced** permitting system integration with Accela Automation (AA) for ProjectDox utilizing web services, in a standardized, off the shelf manner. We will leverage Avolve best practices and built-in configuration and modifications features, to meet the most effective functionality required to achieve the highest business value for the customer (the "Project").

SCOPE OF WORK (MILESTONES)

Installation

Offsite | Remote

Installation of a single environment (Test) for the applicable products is required prior to orientation and configuration onsite assessments being conducted. Project pre-planning, including draft project plan, communication plan etc. are associated to this stage of the project. Additional environments to be implemented will be factored into the project plan and based on the sales order/agreement.

- The date of acceptance for this milestone is the **Software Acceptance Date**

Orientation and Configuration Requirements Session*

2 persons | Onsite

The Avolve PM will work with the County to perform an initial review of the application with the project team and gather configuration requirements to complete the design of the OAS application forms and Best in Class workflow processes. The output of these sessions will be compiled into a requirements document referred to as the Configuration Requirements Document (CRD). This will include using standard templates and design to expedite the project while providing the best business value to the customer. Any design requirements identified during this phase outside of the design of the BIC workflow process and/or requiring development will be scoped and presented in a separate Statement of Work. Assurance Services may be leveraged for work identified as outside the scope of the project.

- Configuration Requirements Document
- Advanced Integration permitting system touchpoint discussion for Accela includes:
 - Project Creation – Required application data is pushed from the permitting system to the ProjectDox application using the Avolve provided REST API and configuration of the ProjectDox Windows Service Process. Required field for project creation:
 - Permit Number/Project Name (Key value)
 - Description
 - Applicant/Submitter First Name
 - Applicant/Submitter Last Name
 - Applicant/Submitter Email Address
 - Permit/Project Type
 - Application Data – Pull of data from the permitting system to display of up to 18 read-only permit application data fields within the plan review process.
 - Review Status – Push of data to provide the permitting system the following data related to the plan review:
 - Reviewer Name
 - Reviewer Department
 - Review Cycle
 - Review Status (Approved, Rejected)
 - Date Completed
 - Final Approval Status – Push final status or log event of approved to permitting system API indicating to the permitting system that all reviews are approved in ProjectDox.



- Project Plan (task list/schedule/resource assignments) not to exceed budget

Configuration & Integration *

Offsite | Remote

Configuration of applicable software products, forms and the workflows based on the configuration requirements document findings. This includes the development of the integration work defined in this Statement of Work and confirmed during requirements discussions. Integration designs require the City to have or develop web services to allow for integration communication to the target systems from ProjectDox. Direct database calls from are not supported as part of the design.

- Configured Working products and modules as specified in the Purchase Agreement/ Sales Order
 - Configured Working OAS, ProjectDox and PlansAnywhere Application
 - Self-Service Application (SSA) Forms
 - Provides up to 16 hours of services to configure the site for use with the delivered SSA forms and letters, perform a review of the application forms design and features, make minor modifications and deploy into production.
 - 1 OAS Base Application Form
 - Forms design contains less than 75 fields
 - 1 OAS Advanced Application Forms
 - Form design contains < 75 fields with intelligent conditional entry/display
 - 1 Custom Application Forms
 - Form design contains between 75-150 fields with intelligent conditional entry/display
 - 1 Payment Processor to Elavon
 - Design the OAS application to interface with Customer's payment processor to allow for online payments through OAS.
 - 1 OAS Advanced Integration
 - Defined application data to be pushed to the target permitting system API to allow for creation of the permit and triggering of the Project Creation process into ProjectDox. Design requires API's to be available for customer permitting system. Direct database calls from OAS to the target system are not supported.
 - 1 OAS Base Validation
 - 1 Base Validation allows for the validation for up to 2 data fields in the application form against the target system and confirmation of the data on the application form. (only validates) Design requires web services to be available for integration communication to the target system. Direct database calls from OAS to the target system are not supported.
 - 2 OAS Advanced Validation
 - 2 Advanced Validation Widgets to allow for multi field validation, data retrieval and display from the target system on the OAS application form. May include field concatenation and progressive/auto complete search (pulling back the data for display in the form). Some abilities are limited to API's being available from the customers target permitting system. Address Validation is scoped as one of these services.
 - 1 Basic Fee
 - Allows for a fixed fee or simple calculation of a percentage of a field in the OAS application form to be displayed to the end user to communicate a cost.
 - 2 ProjectDox Workflows (Building and Engineering)
 - Advanced Integration (Accela)
 - PlansAnywhere deployment and training up to 20 users

User Acceptance Training (UAT)

1 Person | Onsite

The UAT phase uses an agile methodology consisting of two sprints of ten days each for testing that include the delivery of the designed process, validation of the design by the Customer and resolution to design issues by Avolve before starting the next sprint. The Avolve team will provide user acceptance training and guidance to the Customer on methods to test the designed process and system to work towards acceptance. Customer will validate the system configuration, forms, emails, integration and document any



identified issues in the RIT (Risks, Issues and Tasks) document provided by the Avolve project manager. Avolve will resolve any identified issues to allow the customer retest to gain acceptance.

UAT Training is conducted onsite allowing one day per process with the remainder of the UAT phase supported remotely. During this phase the production environment will be setup. Upon acceptance of the design the Avolve team will coordinate the promotion of the code to the production environment.

- Completion of User Acceptance Testing (UAT)
- Implementation of the Production Environment
- Code Promotion from Test to Production

Training

1 Person | Onsite

Avolve education specialists will deliver the below courses to the Customers staff. The courses will train approximately **60** persons and will be delivered based on the project plan rollout. A maximum of 12 persons per course is enforced with the exception of the Pilot (TES-PILOT) and Community Outreach (TES-OUT). These sessions are targeted for the design community. The Pilot course allows for hands-on training for up to 10 identified applicants and the Community Outreach session is geared as a demonstration/lecture course to be provided to a large audience to educate and promote the new processes.

It is recommended that training sessions be organized with participants of similar technological abilities to allow for the most efficient delivery and retention of the materials. Additional training above and beyond the below may be added or additional training performed post go-live by leveraging the assurance services funds afforded the project.

- Delivery of classes for all products/modules as purchased – See Purchase Agreement/Sales
 - PGK-PDOX 4 TRN: ProjectDox Tier 4 Training
 - TES-OAS
 - TES-PA-TRA: PlansAnywhere - Group Training

Launch/Project Close Out

1 Person | Onsite

Deployment of the workflow processes and post go live support for a period of 5 business days. Customer will be transitioned to support post the 5 business day go live period.

Assurance Services

The assurance services fund may be leveraged at any time during or post project completion to cover additional integration requirements, newly identified out of scope requirements, training, and software not included in this statement or work. The funds may also be used post go-live/launch of a process to keep the project management team engaged to assist with change management and user adoption assistance. Assurance services hours are billed on an hourly basis at a rate of \$225.00 an hour. The use of hours requires a project change order or an assurance services agreement that defines the work and has signatures of agreement for use by the Customer.

ACCEPTANCE PROCESS

There will be Key Deliverables, as identified in the Project Activities/Deliverables Payment Schedule which will be subject to acceptance by the Customer ("Acceptance"). Upon completion of each Key Deliverable, Avolve will request from the Customer a written response within seven (7) business days after receipt thereof. Notwithstanding the foregoing or anything to the contrary in the



Purchase Agreement, all other Deliverables provided under this Statement of Work shall be deemed to have been accepted by the Customer upon delivery. If Customer does not approve, reasons for rejection must be clearly noted. Avolve will then work with the Customer to come to agreement on obtaining approval. The Customer shall be deemed to accept any such Key Deliverable which Customer does not accept or reject within such period. This acceptance will initiate the invoice of the of the applicable milestone.

AVOLVE PROJECT PLAN AND PROCESS

Promptly following execution of this Statement of Work, the parties shall meet to discuss the general project schedule, which will be generally organized around the standard Avolve project On-Boarding process. Within 2 weeks, the initial project plan will be created and sent to Customer. The Project Plan contains a schedule, a list of tasks in a schedule format, assignments of specific team members over specific times and communication status reporting processes. The Project Plan is a living document that will be reviewed throughout the term of this Agreement and may be adjusted as reasonably necessary, as agreed to from time to time by the parties.

PROJECT ASSUMPTIONS AND CAVEATS

1. This Project was scoped based upon purchase of ProjectDox Best In Class, understanding that the site will be hosted by Avolve and configured per established Best-In-Class standards. This understanding forms the basis for Avolve's pricing and the Deliverables to be provided under this Statement of Work. Any deviation from these requirements will require a change order and may increase cost or estimated time of Project completion.
2. Avolve will have full access to all Project team members from the customer as needed to complete the successful implementation and roll out of ProjectDox. This access may require the team members of the customer to dedicate specific time to specific detailed tasks within the Project Plan. Team member tasks will be more clearly defined during the kickoff and planning sessions and documented in the Project Plan.
3. Customer and its third parties and/or subcontractors will fulfill any hardware/software requirements, as identified to allow communication between Avolve Software and the Customer's permitting system in a timely fashion in order to keep the Project Plan on schedule.
4. This best approach package to implementation relies on partnership with the jurisdiction to achieve desired go-live and paperless goals. To that end, a not to exceed 698 hours have been allocated to services and training on this project. In the event scope expands or delays account for incremental hours to be required, a Change Request(s) will be issued for the incremental costs associated with delay or expansion. Should the customer cause or contribute to the delay of any Deliverable, Avolve may elect to revise the Project Plan accordingly to compensate for the delay and invoice for any applicable milestone payments to that point of the project.
5. All parties will reasonably prioritize their efforts to meet the Project Plan schedule in order to achieve a rapid roll out model. In doing so, it is understood by all parties that multiple tasks may be in process at one time and Avolve may have more than one Professional Services team member working on the project at one time.
6. Client will provide adequate Project management for their own resources, and/or third parties, to collaborate with Avolve's project manager. Client subject matter experts and applicable users will be accessible and available in a timely fashion and for adequate and reasonable durations. Avolve will make sure that scheduling of interviews and meetings are adequately in advance of these resource allocations.
7. Customizations/Extensions required may result in increased schedule and budget, but only if documented and approved within Assurance Services and/or a Change Request.
8. Avolve is planning to fully leverage ProjectDox as is, utilizing all built in configuration features to meet the business needs.



9. Any optional items chosen in the Purchase Agreement/Sales Order are not included here and would require a modification to this Statement of Work.
10. Customer understands that an ePlan Life Cycle implementation is a very significant digital transformation enterprise project that requires dedicated change management from the Customer's staff. This will be key for the success of the Customer.
11. Work will not begin until an executed copy of all paperwork is complete. Work will begin at the earliest possible date at which Avolve resources and Customer resources are available or as otherwise agreed to.
12. Avolve and Customer agree to cooperate in good faith to complete the Services and Deliverables in a timely and efficient manner.
13. Recording of Avolve provided training or UAT (user acceptance testing) sessions is not permitted.
14. All training classes unless otherwise noted are limited to 12 persons maximum per class

**Configuration options are as described by ProjectDox documentation and as evidenced by ProjectDox administration screens. Minor changes to Avolve ProjectDox Best Practices (Best in Class) workflows are changes to activate/deactivate and/or parametrize with variables, existing steps in the Best Practices workflows. Customization of additional products and modules are to be within the bounds and scope of the respective core product(s) and modifications are limited to those that are allowed by core product design*

CHANGE CONTROL PROCESS

The "Change Control Process" is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined by the Project Manager identified on the signature page to the Agreement and will be included in the Project Plan if mutually accepted.

Under the Change Control Process, a written "Change Request" (attached) will be the vehicle for communicating any desired changes to the Project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require an amendment to the SOW and/or any other part of the Purchase Agreement.

PRICING, TRAVEL AND EXPENSE

Pricing and payment terms are as set forth in Purchase Agreement/Sales Order.

Travel and Expenses are estimated to be \$18,000.00 and will be invoiced to customer only as incurred.



STATEMENT OF WORK ACCEPTANCE

Once fully executed, this document will become the Statement of Work for the Project defined in this document. Avolve and Customer's signatures below authorizes Avolve to begin the services described above and indicates Customer's agreement to pay the invoices associated with these services delivered as described.

SOFTWARE ACCEPTANCE DATE AND MAINTENANCE

SHI International Corp will invoice Customer for Software Maintenance following the Software Acceptance Date and Customer shall pay such invoiced amount pursuant to the terms of the Purchase Agreement/Sales Order. For all subsequent years of Software Maintenance purchased by Customer, invoicing and payments shall be as set forth in the Purchase Agreement/Sales Order.

PRICING

PRODUCTS

Product Name	Product Code	Description	Qty	Unit Price	Total Price
SaaS ProjectDox and OAS	SAAS-P.E	<p>Avolve Hosting Security Compliance Includes:</p> <ul style="list-style-type: none"> • SOC 2 Audited • SSAE 18 • 100% Network Uptime • 99.9% Hardware Uptime <p>Includes:</p> <p>ProjectDox Software Subscription</p> <ul style="list-style-type: none"> - BIC Workflow - Permit Integration <p>OAS Software Subscription</p> <ul style="list-style-type: none"> - 1 BIC OAS Form - OAS DB Table for Permit Population - OAS BIC Payment Processing Gateway <p>Includes File and Database Storage:</p> <p>Production Environment</p> <ul style="list-style-type: none"> • 1024 GBs primary file storage • 50 GBs primary DB storage • 1280 GBs file backup -Site 1 • 1280 GBs file backup -Site 2 • 55 GBs DB backup -Site 1 • 55 GBs DB backup -Site 2 • 300 GBs 5min DB Tlogs backup for 7d -Site 1 • 600 GBs DB Tlogs backup for 14d -Site 1 • 600 GBs DB Tlogs backup for 14d -Site 2 <p>Test Environment</p> <ul style="list-style-type: none"> • 512 GBs primary file & DB storage • 640 GBs file & DB backup for Site 1 • 640 GBs file & DB backup for Site 2 <p>For Additional Storage: Contact Account Executive</p> <p>Production Environment Security Restrictions:</p> <ul style="list-style-type: none"> • No direct OS and hardware configuration • No direct custom SSRS report creation • Project Creator Service installed on customer site for 3rd party integration • No VPN access 	12	\$11,300.00	\$135,600.00

Entry Capacity OAS & ProjectDox SaaS License	SAAS-T.E	<p>Software as a Service (SaaS) for OAS & ProjectDox on a Test Environment with 3 virtual server-configuration. Designed for organizations who plan to use the system for development and/or testing with approximately 25 concurrent users and approximately 2,000 permits per year.</p> <p>Software included for Production:</p> <ul style="list-style-type: none"> • ProjectDox Software Subscription • Unlimited Workflow license • OAS Software Subscription • Includes unlimited Application Forms license • Includes SSA for six base forms preconfigured <p>Services included for SaaS Production:</p> <ul style="list-style-type: none"> • Set up and installation of OAS & ProjectDox • 24x7 Managed services • Annual ProjectDox and OAS upgrades • Technical Support <p>Test Environment Safeguard: Avolve security policy limits access to the Test environment. External users including the customer's IT can be provided limited VPN access to the Test servers and database such as creation and testing of custom reports. VPN access will be made available upon request.</p> <p>Includes SSA for six base forms preconfigured.</p> <p>See Hardware Configuration section. Additional capacity requirements are available upon request.</p>	12	\$2,000.00	\$24,000.00
PlansAnywhere	SOFT-PALP	<p>PlansAnywhere License Pack</p> <ul style="list-style-type: none"> - Maximum of 20 users - 1 year - Internet Browser on Chrome, Safari, FireFox and Internet Explorer - iOS App - Admin Dashboard and Client 	2	\$7,680.00	\$15,360.00
PlansAnywhere	SUB-PA-FTM	File Transport Manager (FTM) Subscription	1	\$10,000.00	\$10,000.00
SaaS Yearly Price:					\$184,960.00
Avolve Subscription Discount					(\$22,528.13)
Avolve Subscription Total					\$162,431.87



PROFESSIONAL SERVICES

Product Name	Product Code	Description	Qty	Unit Price	Total Price
ProjectDox Workflow	BIC Plus Workflow Setup	Package Includes: Account Orientation and Kickoff Documentation Installation Configuration Soft Launch System Acceptance Base Integration Services	1	\$30,600.00	\$30,600.00
ProjectDox Workflow	BIC Core Setup	Engineering Workflow	1	\$15,750.00	\$15,750.00
ProjectDox Assurance Services	PS-AS	ProjectDox Assurance Services to be used on Engineering Workflow	.78	\$7,875.00	\$7,875.00
ProjectDox Assurance Services	PS-AS	ProjectDox Assurance Services	1	\$10,125.00	\$10,125.00
Advanced ProjectDox Integration	PS-PF.AINT	Advanced Integration with ProjectFlow and Accela.	1	\$19,800.00	\$19,800.00
Professional Services Package for OAS	PS-OAS.SUT	Setup Services: - System Setup - Database Table Population - mapping control id's to export records - Admin Training - not to exceed 5 hrs	1.	\$4,275.00	\$4,275.00
Professional Services Package for OAS	PS-OAS.SSA	Deploy SSA templates/permit letters, assist design and deploy to production – not to exceed 16hrs	1	\$3,600.00	\$3,600.00
Professional Services Package for OAS	PS-OAS.AINT	Advanced Integration for OAS to Permitting System	1	\$6,300.00	\$6,300.00
BIC Permit Processor Integration	PS-OAS.PP	Payment Processor to Elavon	1	\$9,000.00	\$9,000.00
Professional Services Package for OAS	PS-OAS.FCB	Fixed Fee Calculations for OAS	1	\$3,600.00	\$3,600.00
Professional Services Package for OAS	PS-OAS.VW.A	Advanced OAS Widget	2	\$5,400.00	\$10,800.00
Professional Services Package for OAS	PS-OAS.VW.B	Base OAS Widget	1	\$3,600.00	\$3,600.00
Professional Services Package for OAS	PS-OAS.P2eF	Base OAS eForm Existing paper to electronic form design in OAS with < 75 fields and intelligent conditional entry/display	1	\$1,350.00	\$1,350.00
Professional Services Package for OAS	PS-OAS.BeS	Advanced OAS eForm < 75 fields – w/ intelligent conditional entry/display	1	\$3,600.00	\$3,600.00
Professional Services Package for OAS	PS-OAS.AeS	Custom OAS eForm >75 fields to 150 fields –intelligent conditional entry/display	1	\$5,400.00	\$5,400.00
PlansAnywhere Onboarding	PS-PA-ONBRD	PlansAnywhere/FTM Configuration			



		- Includes 20 hours of Setup - PlansAnywhere configuration - Does not include developer training or any migration & custom integration tasks - FTM setup and test	1	\$7,999.00	\$7,999.00
PlansAnywhere Training	TES-PA-TRA	PlansAnywhere Training up to 20 Users - 1 training session, scheduled, delivered online	1	\$1,200.00	\$1,200.00
Change Management	Unboxed Consulting	Change Management Engagement by Unboxed Consulting Includes: <ul style="list-style-type: none"> • Pre-visit survey sent to 3-5 key Clackamas personnel • 6 Hour On-Site Visit for Observation, Q&A, Discussion on Change Management • Delivery of Clackamas "Digital Readiness Report" • Discussion of Follow Up Items 		\$5,000.00	Included
				Professional Service Total:	\$144,874.00
				Professional Service Discount:	(21,731.10)
				Professional Service Total:	\$123,142.90

TRAINING

Product Name	Product Code	Description	Qty	Unit Price	Total Price
ProjectDox Bundled Training	PKG-PDOX.TRN	Package Includes: 2 Introduction to ProjectDox 1 ProjectDox for Reviewers 1 ProjectDox for Coordinators 1 Introduction to Markup 1 System Administration Training 1 Project Administration Training 1 Community Training Package is limited to 12 Unique Users	1.00	\$13,050.00	\$13,050.00
ProjectDox Training	TES- INTRO	Introduction to ProjectDox (12)	3.00	\$1,125.00	\$3,375.00
ProjectDox Training	TES- MARK	Introduction to Markup	3.00	\$1,350.00	\$4,050.00
ProjectDox Training	TES-BICPR	ProjectDox Workflow Training for Reviewers	3.00	\$2,000.00	\$6,000.00
ProjectDox Training	TES-BICCOR	ProjectDox Workflow Training for Coordinators	1.00	\$2,000.00	\$2,000.00
ProjectDox Training	TES-PA	ProjectDox Administrator Training	1.00	\$1,575.00	\$1,575.00
				Training Sub-Total:	\$30,050.00

	Grand Total:	\$315,624.77
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Avolve Cloud Infrastructure

Hardware Configuration

Avolve Cloud server configuration is based on best practices from over 150 State and Local Government agency and implementation of Avolve product suite. The configuration below is based on estimated capacity requirements for your municipality. It is measured based on 4 types of capacity levels from various customers volume transactions and performance throughput of the systems. The capacity levels are based on the number of permits processed per year, concurrent users and system resources utilization for a 24x7 operation. Avolve continues to improve its Avolve Cloud experience through newer technology and benchmark testing, which could result to changes in the server configurations listed below.

Description	Production Environment	Test Environment	Development Environment
Web Server	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 	<ul style="list-style-type: none"> • 2 CPUs • 4 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 	
Application Server	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 		
Job Processor Server #1	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 		
Job Processor Server #2	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 		
Database Server	<ul style="list-style-type: none"> • 8 CPUs • 16 GB RAM • 5000 IOPs 		

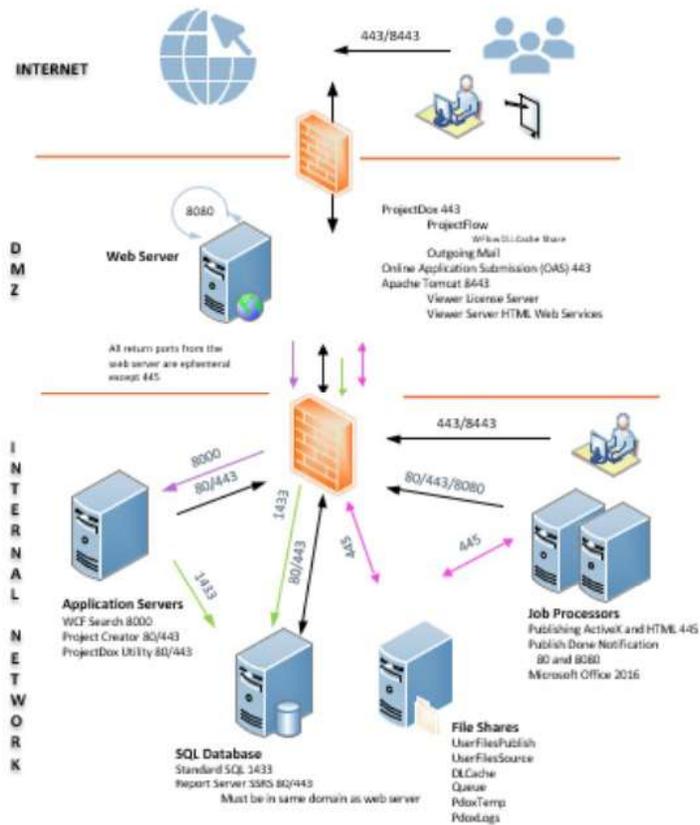
Description	Production Environment	Test Environment	Development Environment
	<ul style="list-style-type: none"> • 64 GB Premium SSD Drive #1 • 1 TB Premium SSD Drive #2 		
File Server	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 2300 IOPs • 100 GB Premium SSD Drive #1 • 500 GB Premium SSD Drive #2 • 500 GB Premium SSD Drive #3 		
Application and Job Processor Server		<ul style="list-style-type: none"> • 2 CPUs • 4 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 	
Database and File Server		<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 1100 IOPs • 64 GB Premium SSD Drive #1 • 256 GB Premium SSD Drive #2 	

Note: A required annual system review will be conducted to determine if any system resource adjustments are necessary. When system capacity for CPU, RAM, and IOPs need to be increased for performance improvements or storage capacity has reached 75%, additional resources will be recommended. At 100% storage utilization, additional storage is automatically added, and billing is initiated.

Infrastructure Architecture in MS Azure

Avolve OAS and ProjectDox Infrastructure Design

Each Avolve Cloud customer is configured with a single tenant and single subscription in MS Azure. This means each customer consist of dedicated virtual servers and load balancers for their Production and Test environments. The County's files and data will be on separate virtual servers and databases for each environment. Avolve is working with Microsoft to optimize and evolve its architecture to take advantage of several Azure features such as the elastic cloud, federated active directory, and Power BI. The customer will be informed of any changes to the infrastructure from Avolve or from Microsoft.



Backup and Disaster Recovery Configuration

Avolve Cloud Backup Process on MS Azure:

All servers are backed up nightly. All backups are retained for 30 days at two regions. For the primary and secondary regions, all backup copies will be within the closet region from your location. Each region consists of multiple data centers.

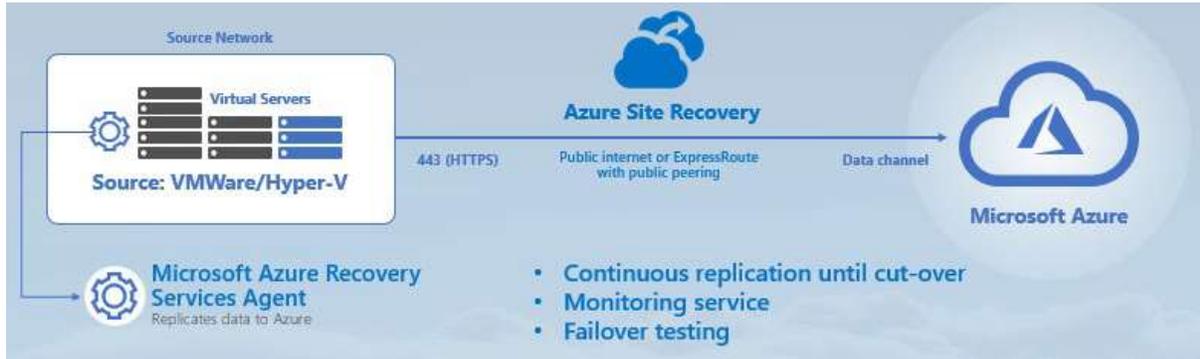
For the primary region, Azure stores 3 copies of the content across multiple data centers in the region. This provides uninterrupted access during disaster events. Transactions are also replicated synchronously.



Backups are transmitted to the paired secondary region via secure fiber loop. Azure backup process stores 3 extra copies of the content. The transaction will be asynchronous to the secondary data centers (500+ miles away from the primary location). This gives the jurisdiction a total of 6 copies of the data backup distributed in the primary and secondary regions.

Avolve Cloud Disaster Recovery Services on MS Azure:

Avolve Cloud includes Microsoft Azure Site Recovery (ASR) service in addition to standard Azure Backup Service. Avolve will manage the replication, failover, and recovery processes through ASR to help keep the jurisdiction's application running during planned and unplanned outages. With ASR, Avolve orchestrates and manages the backup and frequency of the VMWare servers, files, and database. Avolve will be conducting scheduled disaster recovery test on the jurisdiction's system to guarantee a 99.95% SLA on site recovery.



Site Recovery is a native disaster recovery as a service (DRaaS), and Microsoft has been recognized as a leader in DRaaS based on completeness of vision and ability to execute by Gartner's Magic Quadrant for Disaster Recovery as a Service. Through Azure Site Recovery services, Avolve can meet the RTO and RPO goals of 24-hour recovery.

Additional CPU, RAM, IOPs and Storage:

The CPU, RAM, IOPs, and storage are based on the selected capacity level for the jurisdiction. Capacity levels are determined from the number of concurrent users and number of permits. The capacity is calculated based on Avolve's historical consumption results from various customers on Avolve's Cloud and Microsoft's recommendations. The selected capacity is a best case estimate and is subject to change based on usage and strategic plans of the jurisdiction on the percentage growth for a paperless system. An annual system review will be conducted to determine if any system resource adjustments are necessary. When system capacity for CPU, RAM, and IOPs need to be increased for performance improvements or storage capacity has reached 75%, additional resources will be recommended. To prevent data loss, at 100% storage utilization, additional storage is automatically added, and additional storage will be invoiced.

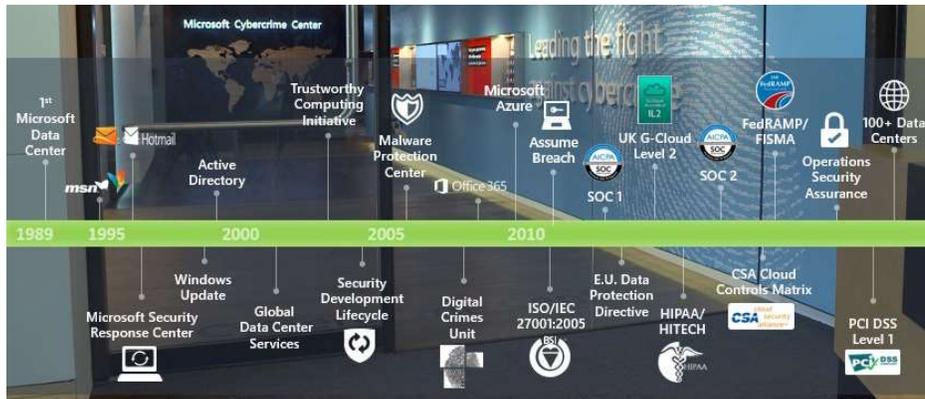
Security & Safeguards

- MS Azure Data Centers are SOC 1-3, Tier 203, SAE 18 compliant
- MS Azure Commercial Cloud is FedRAMP and NIST 800-171 compliant

The deepest and most comprehensive compliance coverage in the industry

	Azure GovCloud	Azure DoD	Azure Commercial	
Global	<input checked="" type="checkbox"/> ISO 27001:2013 <input checked="" type="checkbox"/> ISO 27017:2015 <input checked="" type="checkbox"/> ISO 27018:2014	<input checked="" type="checkbox"/> ISO 22301:2012 <input checked="" type="checkbox"/> ISO 9001:2015 <input checked="" type="checkbox"/> ISO 20000-1:2011	<input checked="" type="checkbox"/> SOC 1 Type 2 <input checked="" type="checkbox"/> SOC 2 Type 2 <input checked="" type="checkbox"/> SOC 3	<input checked="" type="checkbox"/> CSA STAR Certification <input checked="" type="checkbox"/> CSA STAR Attestation <input checked="" type="checkbox"/> CSA STAR Self-Assessment
US Gov	<input checked="" type="checkbox"/> FedRAMP High <input checked="" type="checkbox"/> FedRAMP Moderate <input checked="" type="checkbox"/> EAR	<input checked="" type="checkbox"/> DoD DISA SRG Level 5 <input checked="" type="checkbox"/> DoD DISA SRG Level 4 <input checked="" type="checkbox"/> DoD DISA SRG Level 2 <input checked="" type="checkbox"/> DFARS	<input checked="" type="checkbox"/> DoE 10 CFR Part 810 <input checked="" type="checkbox"/> NIST SP 800-171 <input checked="" type="checkbox"/> NIST CSF <input checked="" type="checkbox"/> Section 508 VPATs	<input checked="" type="checkbox"/> FIPS 140-2 <input checked="" type="checkbox"/> ITAR <input checked="" type="checkbox"/> CJIS <input checked="" type="checkbox"/> IRS 1075

- Layer 3 and layer 4 firewall security with 1 firewall for the load balancer, 1 firewall for the web tier subnet, 1 firewall for the app tier subnet and 1 firewall for the data tier subnet.
- Microsoft \$1B+ investment in security R&D on MS Azure Cloud. Additional security information is available at <https://azure.microsoft.com/en-us/overview/trusted-cloud/>.



- All incoming and outgoing traffic goes through Avolve Cloud Azure load balancer which is protected by a Microsoft's network firewall called the Azure network security group (NSG). By default, all NSG's block incoming and outgoing traffic that are not related to Avolve software.
- Traffic is forwarded from the load balancer to the web tier subnet via network access translation (NAT). The web tier subnet has an additional NSG associated to it to filter incoming and outgoing traffic from/to the load balancer. In addition to the web tier subnet Avolve also has an application tier subnet and a data tier subnet. Each subnet has an NSG associated to it, so communication between each subnet is filtered via the NSGs.
- Avolve Production Environment Safeguard Guidelines:
 Industry best-practices for systems operational control (SOC) and the National Institute of Standards (NIST) are an integral part of the Avolve Cloud infrastructure, ensuring a very high level of security and system uptime for Avolve's customers and their environments. Avolve's security and operational policies are established in order to safeguard against any unauthorized access to data and/or potential service disruption that are a constant threat in today's world of online commerce. Therefore, the following policies are enforced in the Avolve Cloud:
 - Customer will have no access to server infrastructure. Deployment and changes to Production server hardware and/or Operating System (OS) configuration in Avolve Cloud will be performed by Avolve and qualified partner staff only. Customers will be notified if modifications to their environments are required at any given time.
 - Custom report creation requires direct access to the Production database. For this reason, Avolve Cloud will only support access to a Test environment where the Production tables for reports can be exported.
 - Apart from machine-to-machine (M2M) VPN tunnels required for third-party software integration, no user account-based VPN access will be granted to Avolve Cloud Production environment infrastructure or software applications.

Managed Services Operations

Avolve Cloud ensures high system availability and is backed by rock solid infrastructure and service level guarantees. Your Avolve ePlan Life Cycle licensed software is hosted in a secure, state of the art data center, and most importantly the application is expertly managed by Avolve. Meticulous attention has been given to security, backup, system redundancy and failover. Your Avolve ePlan Life Cycle application environment is monitored 24-7 for optimum health and security. And if an issue arises, our experts have immediate and direct access to your servers and software for quick diagnosis and resolution. Our comprehensive, Managed Services matrix details what you can expect from the Avolve Cloud:

24x7 Support and Monitoring for SaaS Customers	US Mountain Time Zone				
	8am-5pm	5pm-8pm	8pm-6am	6am-8am	Scheduled
Hardware and OS/Virtual System Monitoring & Support					
<p>Server and network resources (i.e., CPU, RAM, Storage, and bandwidth) monitored with automated alerts for resource threshold, server failure, internet and WAN connectivity. Alerts will not be able to monitor issues that occur within less than 1 second failure. Those issues are often discovered during application-level (i.e., OAS and ProjectDox) connectivity issues.</p> <ul style="list-style-type: none"> • Monitoring Data Points: <ul style="list-style-type: none"> ○ Up/Down Status ○ Network Interface Errors ○ CPU Warning ○ Memory Warning ○ Memory Critical ○ CPU Critical ○ Storage Warning ○ Partition Warning ○ Partition Critical ○ Database Warning ○ Database Down ○ SSL warning ○ SSL expiration ○ Webservice Alerts ○ DNS • Custom designed Outage and Alert Plan - adds, changes, & modifications (add user, update firmware, modification, network configuration) • Scheduled Hardware Audits 	x	x	x	x	
<ul style="list-style-type: none"> • OS and VMWare proactive management. This includes monitoring of any system level failure caused by OS and VMWare patches, viruses or other issues. • Permission Control (group changes, file/folder permissions, Windows or Linux) 	x	x	x	x	

24x7 Support and Monitoring for SaaS Customers	US Mountain Time Zone				
	8am-5pm	5pm-8pm	8pm-6am	6am-8am	Scheduled
<ul style="list-style-type: none"> Optimize backend 					
<ul style="list-style-type: none"> Log File analysis Best-practices recommendations Other services as requested Regular reporting based on customer preference. VLAN creation/modification 					X
<ul style="list-style-type: none"> Cyber Security monitoring and automated alerts. Regular anti-virus scan and anti-virus removal Database Security 	X	X	X	X	
<ul style="list-style-type: none"> Scheduled data recovery, OS & VMware patches and any hardware replacements Critical OS patches and updates 					X
<ul style="list-style-type: none"> Backup automated services 	X	X	X	X	
<ul style="list-style-type: none"> 24x7 Infrastructure Support calls 	X	X	X	X	
Application (OAS, ProjectDox, PlansAnywhere) Technical Support through ticket submissions					
<ul style="list-style-type: none"> Application Specific Monitoring <ul style="list-style-type: none"> Monitor Web Server Connectivity Monitor Web Site Availability Monitor Web Site Page Responsiveness Monitor Application Specific Services Minimalizes Support Issues 	X	X	X	X	
<ul style="list-style-type: none"> Application Performance Reviews 	X				X
<ul style="list-style-type: none"> Database Performance Reviews 					
<ul style="list-style-type: none"> Application Administration Assistance 	X		X		
<ul style="list-style-type: none"> Scheduled Reports 	X				
<ul style="list-style-type: none"> System health checks 					X
<ul style="list-style-type: none"> Performance tuning <ul style="list-style-type: none"> ProjectDox DB Tuning and re-indexing (periodic) ProjectDox configuration tuning and adjustments based on any progressive performance growth requirements Routine cleanup of the DLcache folder Restart of ProjectDox services and/or Servers during support or patches 					X
<ul style="list-style-type: none"> Online Support Tickets: Responding to application issues reported 	X		X		
<ul style="list-style-type: none"> Software minor patch updates for Support related issues 					X
<ul style="list-style-type: none"> Software resolution to fix a technical reported issue 					X
<ul style="list-style-type: none"> Application support for system down issues for Standard Support customers until problem is resolved or a work around has been identified 	X	X	X	X	X

EXHIBIT A: CHANGE REQUEST FORM

		Avolve Software Change Request Form <i>City of Somewhere</i>	
/			
GENERAL INFORMATION			
Change Request # (CR)			
Project/City/County			
Requestor Name			
Description of Change	<i>[Enter a detailed description of the change being requested]</i>		
Date Submitted			
Priority	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High
Reason for Change Request	<i>[Enter a detailed description of why the change is being requested]</i>		
Project Artifacts Impacted	<i>[List other artifacts affected by this change]</i>		
Assumptions/Risks	<i>[Document assumptions or comments regarding the requested change]</i>		
Comments/Considerations	<i>[Enter additional comments]</i>		
Attachments/References			
ESTIMATES			
Total Estimated Development Hours	<i>[#hrs]</i>	<i>[Enter the hour impact of the requested change]</i>	
Total Estimated Development Duration	<i>[#dys]</i>	<i>[Enter the duration impact of the requested change]</i>	
Schedule Impact	<i>[WBS]</i>	<i>[Detail the impact this change may have on schedules]</i>	
Cost Impact	<i>[Cost]</i>	<i>[Detail the impact this change may have on cost]</i>	
Comments/Recommendations			
PM Approval Signature			
Date Signed			
IDS Approval Signature			
Date Signed			
CITY OF SOMEWHERE AUTHORIZATION			
Customer Approval Signature			
Date Signed			
Avolve Software 01/01/2015		Page 1 of 1	



EXHIBIT 3
SHI QUOTES

Pricing Proposal
Quotation #: 18763103
Created On: 4/21/2020
Valid Until: 5/31/2020

Clackamas County

Brant Sylvester
121 Library Court
Accounts Payable
Oregon City, OR 97045
United States
Phone: 5037425449
Fax:
Email: BSylvester@clackamas.us

Inside Account Manager

EJ Williams
290 Davidson Ave
Somerset NJ 08873
Phone: 1-800-477-8479
Fax: 1-800-477-8479
Email: EJ_Williams@shl.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SaaS ProjectDox and QAS Avolve Software - Part#: SAAS-P.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$119,083.82	\$119,083.82
2 Entry Capacity QAS & ProjectDox SaaS License Avolve Software - Part#: SAAS-T.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$21,076.80	\$21,076.80
3 PlansAnywhere Avolve Software - Part#: SOFT-PALP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$8,744.58	\$18,489.16
4 PlansAnywhere Avolve Software - Part#: SUB-PA-FTM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$8,782.00	\$8,782.00
5 ProjectDox Workflow Avolve Software - Part#: BIC Plus Workflow Setup Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$26,010.00	\$26,010.00
6 ProjectDox Workflow Avolve Software - Part#: BIC Core Setup Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$13,387.50	\$13,387.50
7 ProjectDox Assurance Services Avolve Software - Part#: PS-A8 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: QTY 78	78	\$85.51	\$6,669.18

8	ProjectDox Assurance Services Avolve Software - Part#: PS-AS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$8,606.25	\$8,606.25
9	Advanced ProjectDox Integration Avolve Software - Part#: PS-PF.AINT Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$16,830.00	\$16,830.00
10	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.SUT Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Setup Services: - System Setup Database Table Population - mapping control id's to export records - Admin Training - not to exceed 5 hrs	1	\$3,633.75	\$3,633.75
11	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.SSA Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Deploy SSA templates/permit letters, assist design and deploy to production – not to exceed 16hrs	1	\$3,060.00	\$3,060.00
12	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.AINT Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Advanced Integration for OAS to Permitting System	1	\$5,355.00	\$5,355.00
13	BIC Permit Processor Integration Avolve Software - Part#: PS-OAS.PP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$7,650.00	\$7,650.00
14	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.FCB Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Fixed Fee Calculations for OAS	1	\$3,060.00	\$3,060.00
15	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.VW.A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Advanced OAS Widget	2	\$4,590.00	\$9,180.00
16	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.VW.B Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Base OAS Widget	1	\$3,060.00	\$3,060.00
17	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.P2eF Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Base OAS eForm Existing paper to electronic form design in OAS with < 75 fields and intelligent conditional entry/display	1	\$1,147.50	\$1,147.50
18	Professional Services Package for OAS	1	\$3,060.00	\$3,060.00

Avolve Software - Part#: PS-OAS.BeS
 Contract Name: Omnia Partners - IT Solutions
 Contract #: 2018011-02
 Note: Advanced OAS eForm < 75 fields – w/ intelligent conditional entry/display

19	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.AeS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Custom OAS eForm >75 fields to 150 fields –intelligent conditional entry/display	1	\$4,590.00	\$4,590.00
20	PlansAnywhere Onboarding Avolve Software - Part#: PS-PA-ONBRD Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$6,799.15	\$6,799.15
21	PlansAnywhere Training Avolve Software - Part#: TES-PA-TRA Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Custom OAS eForm >75 fields to 150 fields –intelligent conditional entry/display	1	\$1,020.00	\$1,020.00
22	Change Management Avolve Software - Part#: Unboxed Consulting Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
23	ProjectDox Bundled Training Avolve Software - Part#: PKG-PDOX.TRN Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$13,050.00	\$13,050.00
24	ProjectDox Training Avolve Software - Part#: TES- INTRO Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Introduction to ProjectDox (12)	3	\$1,125.00	\$3,375.00
25	ProjectDox Training Avolve Software - Part#: TES- MARK Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Introduction to Markup	3	\$1,350.00	\$4,050.00
26	ProjectDox Training Avolve Software - Part#: TES-BICPR Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: ProjectDox Workflow Training for Reviewers	3	\$2,000.00	\$6,000.00
27	ProjectDox Training Avolve Software - Part#: TES-BICCOR Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: ProjectDox Workflow Training for Coordinators	1	\$2,000.00	\$2,000.00
28	ProjectDox Training Avolve Software - Part#: TES-PA Contract Name: Omnia Partners - IT Solutions	1	\$1,575.00	\$1,575.00

Contract #: 2018011-02

Note: ProjectDox Administrator Training

Total \$315,624.21

Additional Comments

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Quotes may be updated to reflect changes due to industry wide constraints and fluctuations

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
 Quotation #: 18841875
 Created On: 5/5/2020
 Valid Until: 5/31/2020

Clackamas County

Brant Sylvester
 121 Library Court
 Accounts Payable
 Oregon City, OR 97045
 United States
 Phone: 5037425449
 Fax:
 Email: BSylvester@clackamas.us

Inside Account Manager

EJ Williams
 290 Davidson Ave
 Somerset NJ 08873
 Phone: 1-800-477-8479
 Fax: 1-800-477-8479
 Email: EJ_Williams@shl.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SaaS ProjectDox and QAS Avolve Software - Part#: SAAS-P.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$162,431.87	\$162,431.87
2 Entry Capacity QAS & ProjectDox SaaS Licenses Avolve Software - Part#: SAAS-T.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
3 PlansAnywhere Avolve Software - Part#: SOFT-PALP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
4 PlansAnywhere Avolve Software - Part#: SUB-PA-FTM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
		Total	\$162,431.87

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009846; DUNS# 81-1429481; CCR# 81-2439576; CAGE 1HTFD

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
 Quotation #: 18841980
 Created On: 5/5/2020
 Valid Until: 5/31/2020

Clackamas County

Brant Sylvester
 121 Library Court
 Accounts Payable
 Oregon City, OR 97045
 United States
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 Email: BSylvester@clackamas.us

Inside Account Manager

EJ Williams
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 Fax: 1-800-477-8479
 Email: EJ_Williams@shl.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SaaS ProjectDox and QAS Avolve Software - Part#: SAAS-P.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$166,636.69	\$166,636.69
2 Entry Capacity QAS & ProjectDox SaaS Licenses Avolve Software - Part#: SAAS-T.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
3 PlansAnywhere Avolve Software - Part#: SOFT-PALP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
4 PlansAnywhere Avolve Software - Part#: SUB-PA-FTM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
		Total	\$166,636.69

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009846; DUNS# 81-1429481; CCR# 81-243957G; CAGE 1HTFD

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
 Quotation #: 18842182
 Created On: 5/5/2020
 Valid Until: 5/31/2020

Clackamas County

Brant Sylvester
 121 Library Court
 Accounts Payable
 Oregon City, OR 97045
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Inside Account Manager

EJ Williams
 290 Davidson Ave
 Somerset NJ 08873
 Phone: 1-800-477-8479
 Fax: 1-800-477-8479
 Email: EJ_Williams@shl.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SaaS ProjectDox and QAS Avolve Software - Part#: SAAS-P.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$170,967.65	\$170,967.65
2 Entry Capacity QAS & ProjectDox SaaS Licenses Avolve Software - Part#: SAAS-T.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
3 PlansAnywhere Avolve Software - Part#: SOFT-PALP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
4 PlansAnywhere Avolve Software - Part#: SUB-PA-FTM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
		Total	\$170,967.65

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009846; DUNS# 81-1429481; CCR# 81-243957G; CAGE 1HTFD

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Elizabeth Comfort
Finance Director, Interim

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Grant Agreement No. 1003 with the State of Oregon Department of Administrative Service
for Coronavirus Relief Fund

Purpose/Outcome	Approval to accept the grant award from the State of Oregon, by and through its Department of Administrative Services for Coronavirus Relief pass-through funding
Dollar Amount and Fiscal Impact	COVID-19 is ongoing; the County has requested reimbursement totaling \$5,654,710, covering the period from March 1, 2020 to May 15, 2020. Future disbursements from the funding source will require an amendment.
Funding Source	Federal funding provided by the U.S. Department of Treasury and is administered by DAS.
Duration	March 1, 2020 through December 30, 2020
Previous Board Action	N/A
Strategic Plan Alignment	N/A
County Counsel Review	Reviewed and approved by County Counsel on 7/14/2020
Contact Person	Christa Bosserman-Wolfe, Deputy Director 503-742-5407 Michael Morasko, Senior Accountant 503-742-5435

BACKGROUND:

Federal funding in this agreement is provided by the U.S. Department of the Treasury Coronavirus Aid, Relief and Economic Security Act (CARES Act), and is passed-through the State of Oregon Department of Administrative Services (DAS).

To date, Clackamas County has submitted a reimbursement request totaling \$5,654,710 covering the period from March 1, 2020 to May 15, 2020. The County will seek additional funding/reimbursement as it becomes available.

RECOMMENDATION:

Staff respectfully recommends that the Board of Commissioners accept this grant agreement to reimburse the County's expenditures.

Respectfully submitted,

Christa Bosserman-Wolfe
Deputy Director, Finance

STATE OF OREGON GRANT AGREEMENT

Grant No. 1003

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Administrative Services (“Agency”) and Clackamas County (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19 during the period of March 1, 2020 through December 30, 2020. This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the First Cost Period, as that term is defined below.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of March 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on December 30, 2020.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Gerold Floyd
Department of Administrative Services
Attention: Coronavirus Relief Fund
155 Cottage Street NE, Salem, OR 97301
Phone: 503-378-2709
Email: CoronavirusReliefFund@Oregon.gov

4.2 Grantee’s Grant Manager is:

Name: Michael Morasko

Address: 2051 Kaen Road, Oregon City, OR 97045

Phone: 503-742-5435

Email: mmorasko@clackamas.us

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to an amount not to exceed the amount of eligible costs for the Project incurred during the period March 1, 2020, to May 15, 2020 (the “First Cost Period”). Agency will pay the Grant Funds from monies available through its Coronavirus Relief Fund (“Funding Source”). Future disbursements from the Funding Source for cost periods after the First Cost Period will require an amendment to this Grant pursuant to Section 19.3.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the First Cost Period.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may reasonably request.

7.2 Conditions Precedent to Disbursement. Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

- 7.2.2 No default as described in Section 15 has occurred; and
- 7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, funds received pursuant to this Grant are not used for expenditures for which a local government entity has received any other supplemental funding (whether state, federal or private in nature) for that same expense unless otherwise authorized by Agency in writing.

SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:
 - 8.1.1 Grantee is a local government or tribal government duly organized and validly existing;
 - 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
 - 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
 - 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
 - 8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 **False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 **No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

9.1 Intellectual Property Definitions. As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

9.2 Grantee Ownership. Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.

9.3 Third Party Ownership. If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

9.4 Real Property. If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, and if such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Grant Funds provided by section 601(d) of the Social Security Act .

SECTION 10: CONFIDENTIAL INFORMATION

10.1 Confidential Information Definition. Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12) and (b) social security numbers (items (i) and (ii) separately and collectively “Confidential Information”).

10.2 Nondisclosure. Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by

law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Subject to the limitations of Article XI, § 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section).
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined

appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.

- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity,

whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

15.1 Grantee. Grantee will be in default under this Grant upon the occurrence of any of the following events:

15.1.1 Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;

15.1.2 Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or

15.1.3 A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

15.2 Agency. Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

16.1 Agency Remedies. In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding

payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 By Agency.** Agency may terminate this Grant as follows:
- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted by a court in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding

Source; or

18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 By Grantee. Grantee may terminate this Grant as follows:

18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted by a court in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding;
or

18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

SECTION 19: MISCELLANEOUS

19.1 Conflict of Interest. Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

19.2 Nonappropriation. Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

19.3 Amendments. The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

19.4 Notice. Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

19.5 Survival. All rights and obligations of the Parties under this Grant will cease upon termination of

this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may enter into contracts or subgrants for any of the Project activities required of Grantee under this Grant, however Grantee is required to communicate subgrantee information to Agency in such a manner and timing as prescribed by Agency that Agency considers necessary to fulfill its federal reporting obligations.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer

period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

19.14 Headings. The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

19.15 Grant Documents. This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (the “Project”)
- Exhibit B (Insurance)
- Exhibit C (Federal Terms and Conditions)
- Exhibit D (Federal Award Identification)

19.16 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

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

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Administrative Services

By: _____
Name, Title

Date

Clackamas County

By: _____
Authorized Signature

Date

Printed Name

Title

93-6002286
Federal Tax ID Number

096992656
DUNS Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: s/ Steven Marlowe
Senior Assistant Attorney General
Oregon Department of Justice

by email dated 7/10/20
Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

To support local government actions in the statewide fight against the Coronavirus by providing reimbursement of federally eligible expenses under the CARES Act. Coronavirus Relief Funds may be used to cover costs that are:

- 1. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);*
- 2. Were not accounted for in the Grantee's budget most recently approved as of March 27, 2020; and*
- 3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.*

SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

Agency will disburse Grant Funds only for eligible costs incurred by Grantee for the First Cost Period and in accordance with criteria and guidance established by US Treasury:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

Indirect/Administrative Costs. Grantee will not be reimbursed for any indirect costs with Grant Funds in accordance with U.S. Treasury guidance. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency

SECTION III. RESERVED

SECTION IV. REPORTING REQUIREMENTS

In a form provided by Agency, Grantee shall report eligible costs to Agency when seeking reimbursement for costs incurred during the Performance Period. Agency may require additional reporting in form and at such times as Agency specifies by notification to Grantee through its Grant Manager identified in Section 4.2.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

SECTION V. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds upon receipt and approval of Grantee's request for disbursement.

To be processed for payment, Grantee's request must include the following information at the minimum:

- Request date;
- Period covered by request;
- Agency's Grant number;
- Amount being requested; and
- Aggregated costs by available cost category.

Agency may request, at its discretion, additional information it considers necessary to determine the eligibility of costs for reimbursement. For the First Cost Period, Grantee must send its requests for disbursement via email to Agency's Grant Manager identified in Section 4. Future reimbursement requests shall be submitted via an Agency-developed grant website portal.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Required Not required

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required Not required

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general

liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee’s contractors, subgrantees, agents, officers or employees in an amount not less than \$_____ per claim. Annual aggregate limit may not be less than \$_____. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY

Required Not required

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), payment card data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

POLLUTION LIABILITY

Required Not required

Pollution liability insurance covering Grantee’s or appropriate contractor or subgrantee’s liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Project activities (including transportation risk) performed under this Grant is required. Combined single limit per occurrence may not be less than \$_____. Annual aggregate limit may not be less than \$_____.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee’s, contractor, or subgrantee’s liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY

Required Not required

Directors, officers and organization liability insurance covering the Grantee’s organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper

governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$_____ per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

Required Not required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee’s employees. Coverage limits may not be less than \$_____.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$_____ per occurrence. Any annual aggregate limit may not be less than \$_____. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee’s first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain,

and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, (iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

If Grantee is self-insured for any of the Insurance Requirements specified in Exhibit B of this Agreement, Grantee may so indicate by submitting a certificate of insurance as required in this Exhibit B.

At Agency's request, Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: CoronavirusReliefFund@oregon.gov or by mail to: Department of Administrative Services, Attention: Coronavirus Relief Fund, 155 Cottage Street NE, Salem, OR, 97301 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

EXHIBIT C

FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

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

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

1.2. In accordance with the Chief Financial Office's Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

Grantee is a subrecipient Grantee is a contractor Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 21.019

2. FEDERAL PROVISIONS

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

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

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

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

In accordance with U.S. Treasury guidance – Grantee is subject to the following provisions, as applicable.

If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to DAS.

For purposes of these provisions, the following definitions apply:

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

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

(A) 2 CFR §200.303 Internal Controls

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

(C) Subpart F – Audit Requirements of 2 CFR §200.5XX

i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.

ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.

iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

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

3. ADDITIONAL FEDERAL REQUIREMENTS

None.

EXHIBIT D

FEDERAL AWARD IDENTIFICATION

(Required by 2 CFR 200.331(a))

(i) Grantee Name: <i>(must match DUNS registration)</i>	CLACKAMAS, COUNTY OF
(ii) Grantee's DUNS number:	096992656
(iii) Federal Award Identification Number (FAIN):	
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	March 27, 2020
(v) Grant period of performance start and end dates:	Start: March 1, 2020 End: December 30, 2020
(vi) Total amount of federal funds obligated by this Grant:	
(vii) Total amount of federal award committed to Grantee by Agency: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	\$5,675,774.24
(viii) Federal award project description:	Coronavirus Relief Fund
(ix) Federal awarding agency:	U.S. Department of the Treasury
Name of pass-through entity:	Oregon Department of Administrative Services
Contact information for awarding official of pass-through entity:	Gerold Floyd, CoronavirusReliefFund@Oregon.gov
(x) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xi) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>



CRAIG ROBERTS, Sheriff

Clackamas County Sheriff's Office

July 23, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to Accept a Grant from the United States Department of Justice, Bureau of Justice Assistance for reimbursement related to Clackamas County COVID-19 Response

Purpose/Outcome	Funds received via the Coronavirus Emergency Supplemental Funding program will reimburse the Sheriff's Office for COVID-19 expenditures incurred in FY 2019-20
Dollar Amount and Fiscal Impact	The total grant award amount is \$135,287
Funding Source	The funds come to the County via a grant award from the United States Department of Justice, Bureau of Justice Assistance
Safety Impact	Expense for which the Sheriff's Office will be reimbursed helped fight the spread of COVID-19 in our community
Duration	The project period is January 20, 2020 – January 31, 2022
Previous Board Action/Review	The Board of County Commissioners has approved prior awards granted by the United States Department of Justice to the Sheriff's Office
Counsel Review	Andrew Naylor, via email July 13, 2020
Contact Person	Nancy Artmann, Sheriff's Finance Manager – Office (503) 785-5012
Contract No.	2020-VD-BX-1391

BACKGROUND:

Grant funds awarded to Clackamas County under the Bureau of Justice Assistance (BJA) FY 20 Coronavirus Emergency Supplemental Funding Program are directed to the Sheriff's Office. While the award period extends to January 31, 2022, the award of \$135,287 will be immediately expended to reimburse for COVID-related expense of the Sheriff's Office for the period January 20, 2020 – June 30, 2020.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve the Sheriff's Office to accept this grant agreement and authorize County Administrator Gary Schmidt to sign on behalf of Clackamas County.

Respectfully submitted,

Craig Roberts,
Sheriff

"Working Together to Make a Difference"



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

June 8, 2020

Mr. Gary Schmidt
Clackamas County
2051 Kaen Road
Oregon City, OR 97045-1819

Dear Mr. Schmidt:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by Clackamas County for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$135,287. These funds are for the project entitled Clackamas County COVID-19 Response.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should Clackamas County accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Heather Wiley, Program Manager at (202) 598-3969; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

June 8, 2020

Mr. Gary Schmidt
Clackamas County
2051 Kaen Road
Oregon City, OR 97045-1819

Dear Mr. Schmidt:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Clackamas County 2051 Kaen Road Oregon City, OR 97045-1819		4. AWARD NUMBER: 2020-VD-BX-1391	
2a. GRANTEE IRS/VENDOR NO. 936002286		5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022	
2b. GRANTEE DUNS NO. 096992656		6. AWARD DATE 06/08/2020	7. ACTION Initial
3. PROJECT TITLE Clackamas County COVID-19 Response		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 135,287	
		11. TOTAL AWARD \$ 135,287	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.034 - Coronavirus Emergency Supplemental Funding Program			
15. METHOD OF PAYMENT GPRS			
[REDACTED] AGENCY APPROVAL [REDACTED]		[REDACTED] GRANTEE ACCEPTANCE [REDACTED]	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Gary Schmidt County Administrator	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
[REDACTED] AGENCY USE ONLY [REDACTED]			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B VD 80 00 00 135287		21. VVDUGT1728	



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2020-VD-BX-1391

AWARD DATE 06/08/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 16

PROJECT NUMBER 2020-VD-BX-1391

AWARD DATE 06/08/2020

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 16

PROJECT NUMBER 2020-VD-BX-1391

AWARD DATE 06/08/2020

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



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SPECIAL CONDITIONS

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 16 OF 16

PROJECT NUMBER 2020-VD-BX-1391

AWARD DATE 06/08/2020

SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

45. Missing Attachment: Financial Capability Questionnaire

The recipient must complete a Financial Capability Questionnaire, and submit it to the grant manager for this award. Award closeout will not be possible until OJP has issued a Grant Adjustment Notice to remove this special condition.

46. Missing Attachment: Disclosure of lobbying

The recipient must complete a Disclosure of Lobbying Activities (SF-LLL) form, and submit it to the grant manager for this award. Award closeout will not be possible until OJP has issued a Grant Adjustment Notice to remove this special condition.

47. Withholding of funds: Program narrative

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the program narrative for this award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for Clackamas County

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2020-VD-BX-1391

PAGE 1 OF 1

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Heather Wiley
(202) 598-3969

2. PROJECT DIRECTOR (Name, address & telephone number)

Matt Westbrook
Senior Compliance Specialist
2051 Kaen Road
Oregon City, OR 97045-1819
(503) 742-5417

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Clackamas County COVID-19 Response

5. NAME & ADDRESS OF GRANTEE

Clackamas County
2051 Kaen Road
Oregon City, OR 97045-1819

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 135,287

10. DATE OF AWARD

06/08/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Purchase of Annual Technical Support Services from Oracle America, Inc.
for PeopleSoft Software.**

Purpose/Outcomes	To authorize continued software support services for the County finance and human resource software.
Dollar Amount and Fiscal Impact	\$454,843.56
Funding Source	747-0228-00-437231
Duration	Renewal extends licensing and support through September 29 th , 2021.
Previous Board Action	Approval of original contract in 1998 and subsequent annual renewals thereafter.
Strategic Plan Alignment	Build Public Trust through Good Government
Procurement Review	1. Was the item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide brief explanation:
Counsel Review	7/7/2020
Contact Person	Dave Devore, x4996
Contract No.	#2109189, #P-98-913-00-000--24, #18889613, #18891081

BACKGROUND:

In 1998, the County purchased licenses and technical support services from PeopleSoft USA, Inc. for its Enterprise Resource Planning and Human Resources Information Management software. Subsequently, Oracle America, Inc. purchased PeopleSoft USA along with the County's contract. To continue receiving software maintenance services for the software, the County pays an annual technical support service fee. The current technical support service term expires on September 29, 2020 and the County would like to continue the services for an additional annual term. The annual renewal for the service contracts is \$454,843.56.

Term 9/30/20 - 9/29/21: Contract #2109189 \$8,362.55; Contract #P-98-913-00-000--24 \$353,927.75.

Term 1/2/21- 9/29/21: Contract #18889613 \$14,357.38; Contract #18891081 \$78,195.88.

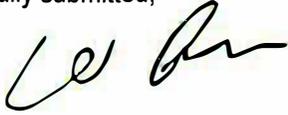
The original procurement process contemplated the license fees and the ongoing technical support services, therefore an additional procurement process is not required. This request is to obtain the Board's approval for expenditure authority for a new one-year continuation of support services.

County Counsel has reviewed and approved the documents associated with the transaction.

RECOMMENDATION:

Staff recommends the Board of County Commissioners authorize the Procurement Manager to execute any necessary contracts or instruments required to continue technical support services with Oracle America, Inc. for an additional annual term.

Respectfully submitted,



David Cummings
Chief Information Office / Director
Clackamas County Technology Services

Placed on the Agenda of _____ by Procurement and Contract
Services

Chair Approval



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

July 23, 2020

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of an Intergovernmental Agreement between North Clackamas Parks and Recreation District and Clackamas Community College for Community Based Instructional Programs

Purpose/Outcomes	This agreement allows NCPRD to partner with Clackamas Community College (CCC) to deliver community based instructional programs and receive reimbursement from Summer 2020 through Spring 2021 terms.
Dollar Amount and Fiscal Impact	This IGA will provide \$11,631 of revenue in FY 20-21
Funding Source	Anticipated revenue included in FY 20-21 NCPRD adopted budget for older adult and recreation services programming.
Duration	July 1, 2020 through June 30, 2021. May be renewed annually for three (3) additional years.
Strategic Plan Alignment	This partnership will assist in providing program offerings that promote and enhance healthy and active lifestyles of our residents, which aligns with the County goal of ensuring a safe, healthy and secure community, and the County policy perspective of promoting a healthy and active lifestyle.
Previous Board Action	This IGA is renewed annually; renewal for FY 19-20 was approved at the July 18, 2019 Business Meeting.
Counsel Review	This IGA has been reviewed and approved by County Counsel on June 16, 2020 JM.
Contact Person	Scott Archer, NCPRD <i>Director</i> , 503-742-4421 Kandi Ho, NCPRD <i>Recreation Services Manager</i> , 503-794-8001

BACKGROUND:

The North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services (BCS), requests approval of an Intergovernmental Agreement (IGA) with Clackamas Community College (CCC) for planning, promoting and delivering a variety of community based instructional programs. During FY 20-21, NCPRD anticipates providing services for at least 31 total full time equivalent students (in accordance with OAR 589-001-0300), and receiving reimbursement from CCC in the amount of \$11,631.

RECOMMENDATION:

Staff recommends the Board approve this IGA and authorize the Business and Community Services Director or Deputy Director to execute any and all documents necessary to effectuate the same.

ATTACHMENTS:

IGA with Clackamas Community College Community School Educational Services.

Respectfully submitted,

Laura Zentner

Laura Zentner, Director
Business and Community Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN NORTH CLACKAMAS
PARKS AND RECREATION DISTRICT
NORTH CLACKAMAS AQUATIC
CENTER
AND CLACKAMAS COMMUNITY COLLEGE**

THIS AGREEMENT ("Agreement") is entered into and between North Clackamas Parks and Recreation District ("District"), a division of Business and Community Services (BCS) by and through Clackamas County, and Clackamas Community College ("College"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Whereas, both the College and the District desire to jointly plan, promote, and sponsor programs for adults and, whereas, the District desires to engage the College to render specific educational services to Districts patrons.

Whereas, Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Now, therefore, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2021, but may be renewed for three (3) additional one (1) year agreements upon written approval by both parties.

2. Rights and Obligations of the College.

A. The College agrees to:

1. Confirm with District the class schedule prior to the start of each College term
2. Appoint a liaison to work with District on implementing or coordinating the Services.

3. Rights and Obligations of the District.

A. The District agrees to:

3. Provide appropriate classroom facilities for classes to be held at its property located North Clackamas Aquatic Center, 7300 SE Harmony RD, Milwaukie, OR 97222.
4. Plan, promote and deliver a variety of community based instructional programs resulting in thirty-one (31) to forty (40) total reimbursable FTE, as noted in Exhibit A.
5. Appoint a liaison to work with the College on implementing and coordinating the Services.

4. Compensation.

- A. The College agrees to pay the Facility the sum of \$11,631.00 for thirty-one (31) to forty (40) Full Time Equivalent (FTE) students in accordance with OAR 589-001-0300. If it is determined the Facility will exceed or not fulfil the originally anticipated FTE goal, the total payment will be adjusted according to schedule posted in Exhibit A. Payments are issued in January 2021 and June 2021 and based on total FTE

5. Representations and Warranties.

- A. *College Representations and Warranties:* College represents and warrants to District that College has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of College enforceable in accordance with its terms.
- B. *District Representations and Warranties:* District represents and warrants to College has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of District enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the District or the College may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the District or the College may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The District or the College shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The College may terminate this Agreement in the event the College fails to receive expenditure authority sufficient to allow the College, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the College is prohibited from paying for such work from the planned funding source.

- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the College, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the College agrees to indemnify, save harmless and defend the District, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the College or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the College has a right to control.

- 8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- 9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. Kandi Ho, or their designee, will act as liaison for the District.

Contact Information:

Kandi Ho
North Clackamas Parks & Recreation
7300 SE Harmony Road
Milwaukie OR 97222
503-794-8001

Angie Byrd, or their designee, will act as liaison for the College.

Contact Information:

Angie Byrd
Clackamas Community College
7738 SE Harmony RD
Milwaukie, OR 97222
(503) 594-0627

10. General Provisions.

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas District without giving effect to the conflict of law provisions thereof. Any claim between District and College that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas District for the State of Oregon: provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. College, by execution of this Agreement, hereby consents to the in person jurisdiction of the courts referenced in this section.

11. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

12. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

13. **Access to Records.** College shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. College shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, College shall permit the Districts authorized

representatives' access to the Records at reasonable times and places for purposes of examining and copying.

14. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
15. **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.
16. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
17. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
18. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
19. **No Third-Party Beneficiary.** College and District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 Agreement.
20. **Subcontract and Assignment.** College shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole and absolute

discretion. Districts consent to any subcontract shall not relieve College of any of its duties or obligations under this Agreement.

21. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
22. **Survival.** All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
23. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
24. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
25. **Force Majeure.** Neither College nor District shall be held responsible for delay or default caused by events outside of the College or District 's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, College shall 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 Agreement.
26. **Confidentiality.** College acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by College or its employees or agents in the performance of this Agreement shall be deemed confidential information of the District ("Confidential Information"). College agrees to hold Confidential Information in strict confidence, using at least the same degree of care that College uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
27. Neither party shall solicit/hire or attempt to solicit/hire for employment either directly or indirectly an employee or contractor of the other party, during the term of this Agreement and for a period of one year after termination/expiration of this Agreement.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County Board of Commissioners on Behalf of North Clackamas Parks and Recreation District:

**Clackamas Community College
19600 Molalla Avenue
Oregon City, OR 97045
(503) 657-6958**

Chair, Board of County Commissioners

Date

Recording Secretary

Date

Approved as to form



County Counsel

Alissa Mahar Digitally signed by Alissa Mahar
DN: cn=Alissa Mahar, o=Clackamas Community College, ou=Vice
President, email=alissa.mahar@clackamas.edu, c=US
Date: 2020.07.06 21:00:57 -0700

Alissa Mahar VP of College Services

7/6/2020

Date

CCC Business Office
ACCT#: 11-0000-00-10018-64300
AMOUNT: \$11,631.00
DATES: January 2021, June 2021

EXHIBIT A
OREGON FTE FORMULA
 #students * #hours /510

PROGRAM	REQUIRED FTE	ESTIMATED CLASSES ENROLLMENT REQUIRED	2020-2021
SMALL	12-20	10 CLASSES & 100 ENROLLED	\$4,956.00
MEDIUM	21-30	90 CLASSES & 900 ENROLLED	\$8,293.00
LARGE	31-40	130 CLASSES AND 1200 ENROLLED	\$11,631.00
X-LARGE	41+	130 CLASSES & 1800 ENROLLED	\$15,068.00



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

July 23, 2020

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of Intergovernmental Agreement between North Clackamas Parks and Recreation District and Clackamas Community College for Educational & Enrichment Services

Purpose/Outcomes	This agreement allows NCPRD to partner with Clackamas Community College (CCC) for provision of program instruction from Summer 2020 through Spring 2021 terms. Classes to be held at the Milwaukie Center.
Dollar Amount and Fiscal Impact	This IGA represents \$51,792 of anticipated instructional expenditure in FY 20-21.
Funding Source	Included in the NCPRD FY 20-21 Adopted budget expenditures for older adult and recreation programming services
Duration	June 24, 2020 through June 12, 2021. May be renewed annually for three (3) additional years.
Strategic Plan Alignment	This partnership will assist in providing discounted programming offerings that promote and enhance healthy and active lifestyles of our residents, which aligns with the County goal of ensuring a safe, healthy and secure community, and the County policy perspective of promoting a healthy and active lifestyle.
Previous Board Action	This IGA is renewed annually. FY 19-20 renewal approved at the July 7, 2019 Business Meeting
Counsel Review	This IGA has been reviewed and approved by County Counsel on June 16, 2020 JM.
Contact Person	Scott Archer, NCPRD <i>Director</i> , 503-742-4421 Kandi Ho, NCPRD <i>Recreation Services Manager</i> , 503-794-8001

BACKGROUND:

The North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services (BCS), requests approval of an Intergovernmental Agreement (IGA) with Clackamas Community College (CCC) for educational & enrichment services at the Milwaukie Center through the 2020-21 fiscal year.

The annual renewal of this IGA allows NCPRD to partner with CCC for the provision of program instructors to lead classes to be held at the Milwaukie Center. CCC will provide up to 2,448 hours of instruction with a maximum cost of \$51,792.

RECOMMENDATION:

Staff recommends the Board approve this annual IGA and authorize the Business and Community Services Director or Deputy Director to execute any and all documents necessary to effectuate the same.

ATTACHMENTS:

IGA with Clackamas Community College Community School Educational Services.

Respectfully submitted,

Laura Zentner

Laura Zentner, Director
Business and Community Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN NORTH CLACKAMAS
PARKS AND RECREATION DISTRICT
MILWAUKIE CENTER
AND CLACKAMAS COMMUNITY COLLEGE**

THIS AGREEMENT ("Agreement") is entered into and between North Clackamas Parks and Recreation District ("District"), a division of Business and Community Services (BCS) by and through Clackamas County, and Clackamas Community College ("College"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Whereas, both the College and the District desire to jointly plan, promote, and sponsor programs for adults and, whereas, the District desires to engage the College to render specific educational services to Districts patrons.

Whereas, Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Now, therefore, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2021, but may be renewed for three (3) additional one (1) year agreements upon written approval by both parties.
2. **Rights and Obligations of the College.**
 - A. The College agrees to:
 1. Offer 2,448 hours of instructional hours during the term of the Agreement. Classes offered are listed in Exhibit A.
 2. Recruit and hire qualified instructors to teach the classes listed in Exhibit A.
 3. Confirm with District the class schedule prior to the start of each College term.
 4. Appoint a liaison to work with District on implementing and coordinating the Services.
 5. Provide tuition waivers to all District residents 62 years of age or older participating in the Classes
3. **Rights and Obligations of the District.**
 - A. The District agrees to:
 1. Provide appropriate classroom facilities for classes to be held at its property located at 5440 SE Kellogg Creek Drive Milwaukie Oregon 97222.
 2. Follow and maintain Enrollment Verification Policy attached as Exhibit B and hereby incorporated by reference.

3. Appoint a liaison to work with the College on implementing and coordinating the Services.
4. Assist with participant registration for classes according to College policies and procedures and calendar deadlines.
5. Notify the College, in a timely manner, of any changes or conflicts with regularly scheduled classes including closures due to inclement weather. In cases of closure due to inclement weather, College and District will work together to reschedule classes. In the event that the College closes due to inclement weather but the District remains open the value of contract will be adjusted to reflect actual hours delivered. If District and College are both closed no adjustments will be made.
6. Pay invoices within 30 days of receipt.

4. Compensation.

- A. In return for the provision of program instruction totaling up to 2,448 hours from Summer 2020 through Spring 2021 terms, the District agrees to pay the College the sum of \$51,792.00. The College will invoice the District an amount equal to approximately one quarter of the contract value each College Term. Approximate billing dates will be July 22, 2020, October 21, 2020 February 3, 2021 and May 4, 2021. A late fee of \$150 will be assessed for all unpaid invoices after 30 days.

5. Representations and Warranties.

- A. *College Representations and Warranties:* College represents and warrants to District that College has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of College enforceable in accordance with its terms.
- B. *District Representations and Warranties:* District represents and warrants to College has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of District enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the District or the College may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the District or the College may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- C. The District or the College shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The College may terminate this Agreement in the event the College fails to receive expenditure authority sufficient to allow the College, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the College is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the College, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the College agrees to indemnify, save harmless and defend the District, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the College or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the College has a right to control.

- 8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- 9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by

giving prior written notice thereof to the other Party at its then current notice address.

A. Tina Johnson, or their designee, will act as liaison for the District.

Contact Information:

Tina Johnson
Milwaukie Center
5440 S.E. Kellogg Creek Drive
Milwaukie, OR 97222
(503) 794-8092

Angie Byrd, or their designee, will act as liaison for the College.

Contact Information:

Angie Byrd
Clackamas Community College
7738 SE Harmony Road
Milwaukie, OR 97222
(503) 594-0627

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas District without giving effect to the conflict of law provisions thereof. Any claim between District and College that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas District for the State of Oregon: provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. College, by execution of this Agreement, hereby consents to the in person jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in

equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** College shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. College shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, College shall permit the Districts authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **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.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any

such relationship.

- J. **No Third-Party Beneficiary.** College and District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 Agreement.
- K. **Subcontract and Assignment.** College shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District 's sole and absolute discretion. Districts consent to any subcontract shall not relieve College of any of its duties or obligations under this Agreement.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither College nor District shall be held responsible for delay or default caused by events outside of the College or District 's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, College shall 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 Agreement.
- Q. **Confidentiality.** College acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by College or its employees or agents in the performance of this Agreement shall be deemed confidential information of the District ("Confidential Information"). College agrees to hold Confidential Information in strict confidence, using at least the same degree of care that College uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County Board of Commissioners on Behalf of North Clackamas Parks and Recreation District:

Clackamas Community College
19600 Molalla Avenue
Oregon City, OR 97045
(503) 657-6958

Chair, Board of County Commissioners

Date

Recording Secretary

Date

Approved as to form



County Counsel

Alissa Mahar

Digitally signed by Alissa Mahar
DN: cn=Alissa Mahar, o=Clackamas Community College, ou=Vice
President, email=alissa.mahar@clackamas.edu, c=US
Date: 2020.07.06 21:00:08 -0700

Alissa Mahar VP of College Services

7/6/2020

Date

Exhibit A

NAME OF FACILITY: Milwaukie Center 2020-2021

Terms Offered				Class Title	Start/End Time	Day(s)	Number of Weeks	Total Hours Per Term	Total Hours Per Year	Instructor Name
SU	FA	WI	SP							
X	X	X	X	Gold Toning	11am-12pm	M	10	10	40	Nishikido
X	X	X	X	Gold Toning	12:05-1:05 p.m.	W	10	10	40	Nishikido
X	X	X	X	Innergistics	11:25am-12:25pm	TH	10	10	40	Blosser
X	X	X	X	Strength & Relax Yoga	2:40-3:40pm	M	11	11	44	LaFrenier/Jones
X	X	X	X	Strength & Relax Yoga	2:30-3:30 p.m.	W	11	11	44	Jones
X	X	X	X	Strength & Relax Yoga	2:30-3:30 p.m.	Th	11	11	44	Bracht
X	X	X	X	Complete Conditioning	9:20-10 :20am	T	Su: 10, Wi: 11, Sp: 11 Fa: 13	Su: 10, Wi: 11, Sp: 11 Fa: 13	45	Owens
X	X	X	X	Complete Conditioning	9:20-10 :20am	TH	Su: 10, Wi: 11, Sp: 11 Fa: 13	Su: 10, Wi: 11, Sp: 11 Fa: 13	45	Owens
X	X	X	X	Functional Fitness	10:30-11 :15am	T	Su, Wi, Sp: 11 Fa: 13	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Owens
X	X	X	X	Functional Fitness	10:30-11 :15am	TH	Su 7.50, Wi 8.25, Sp 8.25: Fa 9.00:	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Owens

X	X	X	X	X	Stretch N Flex	8:10-9:10am	T	Su, Wi, Sp: 11 Fa: 13	Su, Wi, Sp: 11 Fa: 12	45	Owens
X	X	X	X	X	Stretch N Flex	8:10-9:10am	TH	Su, Wi, Sp: 11 Fa: 13	Su, Wi, Sp: 11 Fa: 12	45	Owens
X	X	X	X	X	Chair Yoga	1:30-2:30pm	M	11	11	44	Jones
X	X	X	X	X	Yin Yoga	1:15-2:15 p.m.	W	11	11	44	Jones
X	X	X	X	X	Gentle Yoga	5:30-6:30 p.m.	T	11	11	44	LaFrenier/TBA (summer)
X	X	X	X	X	Yoga	10:10-11:10 a.m.	Sa	11	11	44	Delancey/Brown
X	X	X	X	X	Tai Chi Beginning	9:30-10:30 a.m.	W	Su 10, Fa 11, Wi 11, Sp 11	Su 10, Fa 11, Wi 11, Sp 11	43	Quinlan
X	X	X	X	X	Tai Chi Beginning	11:25 a.m.-12:25 p.m.	T	Su 10, Fa 11, Wi 11, Sp 11	Su 10, Fa 11, Wi 11, Sp 11	43	Quinlan
X	X	X	X	X	Tai Chi Beginning	4-5 p.m.	MW	Su 7, Fa 11, Wi 11, Sp 11	Su 14, Fa 22, Wi 22, Sp 22	80	Gates
X	X	X	X	X	Tai Chi: Martial Art Form/Swords	5:30-6:30pm	MW	Su 7, Fa 11, Wi 11, Sp 11	Su 14, Fa 22, Wi 22, Sp 22	80	Gates
X	X	X	X	X	Exercenrics	12:15-1:15pm	M	11	11	44	McClenahan
X	X	X	X	X	Low Impact Aerobic Strength Training	4:00-4:45 p.m.	TH	11	8.25	33	McClenahan
X	X	X	X	X	Cancer Recovery Exercise	5-5:45 p.m.	TH	11	8.25	33	McClenahan
X	X	X	X	X	Zumba	6:40-740pm	T	11	11	44	Miratsky
X	X	X	X	X	Zumba	6:40-740pm	TH	11	11	44	Miratsky

	X	X	X	Smartphone Basics	9-10:15 am	TH	8	10	30	Rosson
	X	X	X	iPhone Basics	10:30-11:30 a.m.	TH	8	8	24	Dexter
X	X	X	X	EZ Does It	8:30-9:15am	M	11	8.25	33	Stauss
X	X	X	X	EZ Does It	8:30-9:15am	W	11	8.25	33	Stauss
X	X	X	X	EZ Does It	8:30-9:15am	F	11	8.25	33	Stauss
X	X	X	X	Sit N Fit	11:05-11 :50am	M	11	8.25	33	Stauss/McClenahan
X	X	X	X	Sit N Fit	11:05-11 :50am	W	11	8.25	33	Stauss/Nishikido
X	X	X	X	Sit N Fit	11:05-11:50am	F	11	8.25	33	Stauss/J. Stauss
	X	X	X	Hula Dance for Fitness	9-10 a.m.	Sa	9	9.00	27	Taylor
X	X	X	X	Line Dance for Fitness	9:30-10:30 a.m.	M	11	11	44	Mattson
	X	X	X	Fitness Class	TBD	TBD	10	10	30	TBD
	X	X	X	Fitness Class	TBD	TBD	10	10	30	TBD
X	X	X	X	American Sign Language	11:50 a.m.-12:50 p.m.	Th	8	8	32	Catherman
	X	X	X	Spanish Immersion	TBD	TBD	1	10	20	Torres
	X	X	X	Spanish Beginning	6-7:30 p.m.	W	8	12	48	Torres
X	X	X	X	Spanish I	1-2:30	M	8	12	48	Torres

X	X	X	X	X	Spanish II	12:15-2:00 p.m.	M	8	14	56	Torres
X	X	X	X	X	Spanish Conversation I	10:30 a.m.- 12 p.m.	M	8	12	48	Torres
X	X	X	X	X	Spanish Conversation II	9-10:30	M	8	12	48	Torres
X	X	X	X	X	Creative Writing	1-2:45pm	W	8	14	56	Arnold
X	X	X	X	X	Your Story	1-2:45pm	TH	8	14	56	Arnold
X	X	X	X	X	Line Dance Beginning II	12:35-1:35 p.m.	T	10	10	40	Drewry
X	X	X	X	X	Line Dance Beginning II	12:35-1:35pm	TH	10	10	40	Jacobson
X	X	X	X	X	Ballroom Dance	2-3p.m.	F	10	10	40	Drewry
X	X	X	X	X	Ballroom Dance - pm	6:30-7:30 p.m.	M	10	10	40	Drewry
	X			X	Drawing	TBD	TBD	8	16	32	Macca
X	X		X	X	Acrylics	2:15-4:45 p.m.	M	20	20	80	Macca
X	X		X	X	Oil Painting	9:30 a.m.- 12 p.m.	Th	10	25	100	Wilson
	X		X	X	Art Class	1-3:30 pm	Th	10	25	100	TBA
		X			Gelli Printmaking	1-3:30 p.m.	Sa	8	20	20	Bolon
	X		X	X	SoulCollage	1-3:30 p.m.	Sa	8	20	40	Roe

EXHIBIT B

Clackamas Community College, Community Education Enrollment Verification Process

In being good stewards of College funding, it is important that we are mindful of maintaining an enrollment number that is sustainable for the longevity of the program. A minimum enrollment of 10 students is needed in all Senior Program course offerings. The goal of the Clackamas Community College, Community Education Office is to enhance lifelong learning in the community we serve, while maintaining the integrity of the program.

Existing Courses:

Existing courses are defined as courses that have been offered for three or more terms, and have had 10 or more students enrolled. Cancelling Courses:

Courses will be cancelled for the following reasons. Faculty will notify CCC Community Education Office of any course that is not meeting enrollment qualifications and needs to be cancelled.

- course has less than 10 students enrolled,
- course has more than one offering,
- course is being offered at other center(s).

If you have an existing course that has had a drop in enrollment, consider changing the time, day, instructor, or offer it seasonally. If you are offering an existing course the Enrollment Verification Process is as follows:

- **One Week Before:** If there are less than 5 students enrolled, cancel the course.
- **The Week of:** If there are less than 8 enrolled, cancel the course.
- **The Day prior:** If there are less than 10, cancel the course.
 - Example: if a class is to run on Monday, cancel the course the Friday before. If a class is to run on Wednesday, cancel the course the Tuesday before.

New Courses:

New courses are defined as courses that have not been offered at your location and do not have a similar course available (Example: Yoga and Gentle Yoga.) This also includes a **rejuvenated course**, defined as an existing course offered and cancelled in the previous academic year(s) due to a drop in enrollment. We urge you to continually review the possibility of rejuvenated courses as potential offerings to your students.

If you are offering a new or rejuvenated course that meets this definition and has been communicated to the Clackamas Community College Community Education Office, to build up the new course the Enrollment Verification Process is as follows:

- A minimum of 7 students enrolled is needed. If there are less than 7 students, cancel the course.
- Class is allowed two terms to meet a minimum of 10 students¹² enrolled. If, by the beginning of the third term, the course is not meeting the minimum enrollment, cancel the course.

For new courses under the minimum enrollment, please talk directly with the Clackamas Community College Community Education Office.

Faculty Senior Program will communicate with students to let them know the course is cancelled.

If you have questions, please contact the CCC Community Office, 503-594-0627.