



AGENDA

Thursday, September 30, 2021 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Revised* Added III. C.1; Updated II.B materials
Revision 2 Added III.D.1, and IV.A.**
Revision 3 * Added III.A.7**

Beginning Board Order No. 2021-73

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wild Fire Updates**

*****COVID-19 Updates**

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

- A. Presentation regarding hunger in our community and announcing the results of the 2021 H3S Food Drive. (H3S)

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

- A. Approval of a Board Order for the Withdrawal of County Road Status of McIntyre Road. (DTD)
- B. *Approval of a Clackamas County Supplemental Budget Resolution for Fiscal Year 2021-2022. (Finance) – (*Revised materials)

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

A. Health, Housing & Human Services

1. Request for approval to apply for the 2021 Grant Application with the U.S Department of Housing and Urban Development (HUD). The Clackamas County Continuum of Care Program (CoC) annual application for funding is \$3,791,435 including a possible \$481,621 of bonus funding available from HUD. No County General Funds are involved.

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2. Approval of a Local Subrecipient Grant Agreement with Clackamas Women's Services to provide evidence-based Parenting Education Classes. Maximum Value \$20,166 through Oregon Community Foundation. No County General Funds are involved.
3. Approval of a Local Subrecipient Grant Agreement with Lifeworks NW to provide evidence-based Parenting Education Classes. Maximum Value \$8,850 through Oregon Community Foundation. No County General Funds are involved.
4. Approval of a Local Subrecipient Grant Agreement with Northwest Family Services to provide evidence-based Parenting Education Classes. Maximum Value \$48,661 through Oregon State University and Oregon Community Foundation. No County General Funds are involved.
5. Approval of a Local Subrecipient Grant Agreement with Todos Juntos to provide evidence-based Parenting Education Classes. Maximum Value \$46,087 through Oregon State University. No County General Funds are involved.
6. Approval of Application for Federal Lands Access Program Funds for Continuing Operations of the Mt Hood Express in the amount of \$838,500 from Western Federal Lands. No County General Funds are involved.
7. ***Approval to Execute Amendment #1 to the Short-term Revenue Sharing Agreement between Clackamas County and Metro Regional Government to extend the terms to ensure Clackamas County continues to receive revenues collected from measure 26-210 until the IGA is fully executed.

B. Transportation & Development

1. Resolution Approving Tualatin Valley Fire and Rescue's Fire Code Ordinance 2020-21. There is not financial impact.

C. Resolution Services

1. *Approval to accept receipt of FY2021-23 fund distribution from the Oregon Judicial Department for Family Law Mediation and Conciliation funds. Total contract value is \$1,056,341. Funded through the Oregon Judicial Department. No County General Funds are involved.

D. Human Resources

1. **Approval of a contract between Voya Retirement Insurance and Annuity Company and Clackamas County and the Housing Authority of Clackamas County for record keeping services for Deferred Compensation 457(b) Retirement Plans. All contract fees come from participant contributions. There are no fees paid directly by the County.

IV. **NORTH CLACKAMAS PARKS AND RECREATION

- A. **Approval of Ground Lease Agreement of Trolley Trail Easement between North Clackamas Parks and Recreation District (NCPRD) and Crainic Auto Group Inc. Lease Revenue is \$13,032 with an annual increase of 3%. No County General Funds are involved.

V. 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.)*

Please note, the ideas expressed during public communication do not necessarily reflect the ideas or beliefs of Clackamas County or the Board of County Commissioners.

VI. COUNTY ADMINISTRATOR UPDATE

VII. 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>

September 30, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Presentation regarding Hunger in our Community and
announcing the results of the 2021 H3S Food Drive**

Purpose/Outcomes	Every year, Clackamas County Health, Housing and Human Services holds a food drive to help support the Oregon Food Bank and the many organizations here in Clackamas County that rely on donations.
Dollar Amount and Fiscal Impact	\$6,844 raised for 27,376 pounds of food
Funding Source	N/A
Safety Impact	Reduction of food insecurity
Previous Board Action	None
Strategic Plan Alignment	1. H3S – Individuals and families in need are healthy and safe 2. County – Ensure safe, healthy and secure communities
Counsel Review	N/A
Contact Person	Rodney A. Cook, H3S Director, 503-650-5697
Contract No.	N/A

Background:

Hunger is a serious problem in Oregon. In an average month, an estimated 265,000 people – over 82,000 of them children - are receiving food from a food pantry.

Food provided by the Oregon Food Bank is extremely important for people in need in Clackamas County. Donations are what keeps places like Clackamas Service Center on Southeast 80th Avenue, Sandy Community Action Center, Estacada Area Food Bank, and Colton Helping Hands running and able to feed the hungry.

Additionally, the Oregon Food Bank works to eliminate the root causes of hunger through other avenues, including:

- Garden education; taught to more than 1,000 low-income adults, including those from immigrant/refugee populations
- Successful passage of the Student Success Act, which doubled the number of schools that can opt into providing free breakfast and lunch for students
- Partnering with health professionals to screen 1.6 million people annually at clinical visits for hunger
- Participation from over 1600 adults and children in nutrition education to learn how to prepare nutritious food with limited resources
- Quadrupling the number of School Pantries to 40, resulting in more than 72,000 households provided produce and staples
- Opening 14 new Free Food Markets in the last year, expanding the reach to rural areas within Clackamas County

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone 503-650-5697 • Fax 503-655-8677

www.clackamas.us

Each year, Clackamas County Health, Housing and Human Services hosts a food drive to help support the Oregon Food Bank, which supports many organizations in Clackamas County that rely on donations.

Since our first food drive in 2009, we collected the equivalent of 406,311 pounds of food. This year we collected \$5,844, the equivalent of 27,376 pounds of food, for the Oregon Food Bank.

Last year due to COVID and the restrictions on large group gatherings, we hosted a virtual fundraiser. This year we decided to continue the virtual fundraiser. We had two main fundraising activities this year, the Basket Raffle and the Bake Sale, which is lead and run by Jeanne Weber.

Basket Raffle:	\$5,568
Bake Sale:	\$1,125
Food Trucks	\$151
TOTAL	\$6,844

First a sincere thank you to all those who donated to support this great cause. Thank you to the A-team for all your support, thank you to Tamale Boy and Café de Crepe for selling their delicious food on campus and donating 10% of their earnings, and thank you to the following groups for creating and donating the amazing raffle baskets:

- Business and Community Services/Libraries in Clackamas County - Library Services Team
- Behavioral Health and The Sunshine Committee
- Behavioral Health Division Admin Team
- Behavioral Health Division Clackamas MHC
- Behavioral Health Division Staff Team
- Community Development
- Children, Family & Community Connections
- Finance Team Accounts Receivable and Friends
- Gladstone and Oak Grove Libraries
- Health Centers
- Human Resources
- North Clackamas Parks and Recreation Department (NCPRD)
- Oregon Food Bank
- Public Health
- The Timbers
- The Blazers
- Technology Services
- Water Environment Services (WES)
- Women, Infants and Children (WIC)

On behalf of H3S, I want to thank all of the staff who participated, along with the coordinators in each division, who helped to make the food drive a success. We know that in difficult times, it is important for communities to come together to help each other. The H3S Food Drive is a great example of this, and we look forward to coming together again next year.

Recommendation:

No action needed.



For Rodney A. Cook
Rodney A. Cook, Director
Health, Housing & Human Services



DAN JOHNSON
DIRECTOR

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

September 30, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Board Order for the Withdrawal of County Road Status of McIntyre Road

Purpose/Outcomes	Withdrawal of County Road Status of a portion of McIntyre Road, County Road No.1359
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Upon execution; permanent
Previous Board Contact	July 28, 2020 Executive Session August 3, 2021 Discussion item at issues
Strategic Plan Alignment	Build a Strong Infrastructure by focusing Road Fund Expenditures to do the most public good
Counsel Review	Reviewed and approved by county counsel on 9/22/21- NB
Procurement Review	Was this item processed through Procurement? No This item is a withdrawal of road status
Contact Person	Michael Bays, Survey/CADD Supervisor
Contract No.	503-742-4667

BACKGROUND

McIntyre Road, County Road 1359, is situated in the NE 1/4 and NW 1/4 of Section 30, T.2 S., R.7 E., W.M.

O. G. McIntyre petitioned the Court and County Commissioners, January 5, 1928 to view and layout a road in his district to provide an outlet for residents to get to market. McIntyre Road, was later established June 20, 1928, being 6,246 feet long and a width of 40 feet, the terminus being near the center of the NE1/4 of Section 30. Because there are no residences past the end of the paved portion of road and due to the roughness of the terrain over which the road crosses, the easterly 3,051 feet of the road is of little use to the traveling public.

Withdrawal of County Road Status, as set forth in ORS 368.026, must be accomplished through public notification and hearing process. After the withdrawal of County Road Status, this portion of right of way will continue to be a "Public Road". The Department of Transportation and Development have established an End of County Maintenance mile point near the current end of residential use.

Notice of this public hearing, as established by ORS 368.401 to 368.426, of the intent to Withdraw County Road Status has been sent by certified mail to all adjoining property owners, has been posted in at least three public places near McIntyre Road and has been published in a

newspaper of local circulation, once at least 20 days and once within 10 days of the date of this proceeding.

RECOMMENDATION

Staff respectfully recommends that the Board approve this board order related to the Withdrawal of County Road Status of a portion of McIntyre Road, County Road No. 1359.

Respectfully submitted,

Michael Bays

Michael Bays -Survey/CADD Supervisor

Attachments:
Board Order
Road Officials Report
Exhibit

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

In the Matter of Withdrawal of County
Road Status of a portion of McIntyre Road,
County Road No. 1359, Located in the
N 1/4 & NW 1/4 of Section 30, T.2 S., R.7 E.,
Willamette Meridian
Clackamas County, Oregon

Board Order No. _____

Page 1 of 2

This matter coming before the Board of County Commissioners at this time and it appearing to the Board that in accordance with ORS 368.026 a Road Official's Report dated May 14, 2021 from the County Road Official, Dan Johnson, Director, and attached hereto as Exhibit A, has been submitted in the matter of a Hearing for the proposed Withdrawal of County Road Status of a portion of McIntyre Road, County Road No.1359, stating the reason and effects the proposed withdrawal may have on the property adjoining the county road proposed to be withdrawn; and

Whereas, pursuant to ORS 368.401 to 368.426, notice of a hearing with a brief statement of the reason for the proposed withdrawal, has been served to all adjoining property owners, posted in at least three public places in the area of the proposed withdrawal, and advertised twice in the Clackamas Review; and

Whereas on this date, the Board accepted the Road Official's Report and heard testimony from all interested persons either favoring or objecting to the proposed withdrawal for purposes of making its determination to withdraw or retain county road status for the portion of McIntyre Road, County Road No.1359, as described below and shown on attached exhibit "A";

All of that portion of McIntyre Road, County Road No.1359, situated in the NE 1/4 & NW 1/4 of Section 30, T.2 S., R.7 E W.M., Clackamas County, Oregon, lying easterly of a line that is 490 feet more or less west of and parallel to the north south centerline of said Section 30, as shown on attached Exhibit "A", being made a part of this description.

Whereas the Board having read said Road Official's Report and having heard public testimony this day, have determined the Withdrawal of County Road Status of a portion of McIntyre Road, County Road No.1359, to be in the public interest and consistent with the criteria set forth in ORS 368.026 and Clackamas County Code Section 7.03.095(B); and,

Whereas the Board hereby accepts the findings contained in the Road Official's Report, and adopts those findings as its own; and,

Whereas Clackamas County Departments of Transportation Maintenance, Engineering, Planning and, Traffic, have been contacted and do not have any objections to this Withdrawal of County Road Status; now therefore,

IT IS HEREBY ORDERED that County Road status be withdrawn from the described portion of McIntyre Road, County Road No.1359, containing, 121,248 square feet, more or less; and,

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

In the Matter of Withdrawal of County
Road Status of a portion of McIntyre Road,
County Road No. 1359, Located in the
N 1/4 & NW 1/4 of Section 30, T.2 S., R.7 E.,
Willamette Meridian
Clackamas County, Oregon

Board Order No. _____

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IT IS FURTHER ORDERED, that this Order and attached exhibits be recorded
in the Deed Records for Clackamas County and that a copy be filed with the County Surveyor,
County Assessor, and Finance Office/Fixed Assets.

ADOPTED this _____ day of _____, 2021

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

MEMORANDUM

TO: Board of Commissioners

FROM: Dan Johnson, Director D.T.D.

DATE: May 14, 2021

SUBJ: **ROAD OFFICIAL'S REPORT FOR THE WITHDRAWAL OF COUNTY ROAD STATUS OF MCINTYRE ROAD**

LOCATION: McIntyre Road, County Road 1359, is situated in the SW 1/4 of Section 19, and the NE1/4 and NW ¼ of Section 30, T.2 S., R.7 E., W.M.

FACTS AND FINDINGS: McIntyre Road, was established June 20, 1928, being 5,795 feet long and a width of 40 feet, the terminus being near the center of the NE1/4 of Section 30. Because there are no residences past the end of the paved portion of road and due to the roughness of the terrain over which the road crosses, the easterly 3,051 feet of the road is of little use to the traveling public. The proposed withdrawal will have no effect on the land abutting this area.

Withdrawal of County Road Status, as set forth in ORS 368.026, must be accomplished through public notification and hearing process. After the withdrawal of County Road Status, the easterly portion of right of way will continue to remain open as a "Non-maintained Local Access Road". The Department of Transportation and Development have established an End of County Maintenance mile point near the current end of residential use.

Withdrawal of County Road Status, as set forth in ORS 368.026, provides the county governing body shall establish a time and place for a hearing to consider whether the proposed Withdrawal of County Road Status is in the public interest.

Notice, as established by ORS 368.401 to 368.426, of the intent to Withdraw County Road Status has been sent by certified mail to all adjoining property owners, has been posted in at least three public places near McIntyre Road and has been published in a newspaper of local circulation, once at least 20 days and once within 10 days of the date of this proceeding.

The Board has the discretion to determine that it is necessary to change the status of a County Road, Local Access Road, Public Road or, Trail.

To withdraw the status of any such right of way, the Board shall designate the new status as a Local Access Road, Public Road or, Trail, and shall use the procedure as set forth in ORS 368.026 for withdrawal of County right of way status.

In determining whether to enter an Order changing the status of a right of way under ORS 368.026, the Board shall consider the following criteria:

- a. County cost of maintenance under existing status, given public benefit of such

maintenance;

The County currently expends little to no county road fund dollars on the portion of McIntyre Road identified in this withdrawal of County Road status. Improvement of the subject portion of McIntyre Road to a current county road standard would be exponentially more than the public benefit received.

b. Existing or reasonable future use of property or bodies of water being accessed by subject road;

The County is merely withdrawing the County Road status of the right of way, retaining a lesser status of a local access road. No access to Public Lands or recreational areas will be diminished or removed.

c. Impact to public facilities, for example a public water supply, power lines etc., being served by the subject road;

The County is merely withdrawing the County Road status of the right of way, retaining a lesser status of a local access road. No access to public facilities will be diminished or removed.

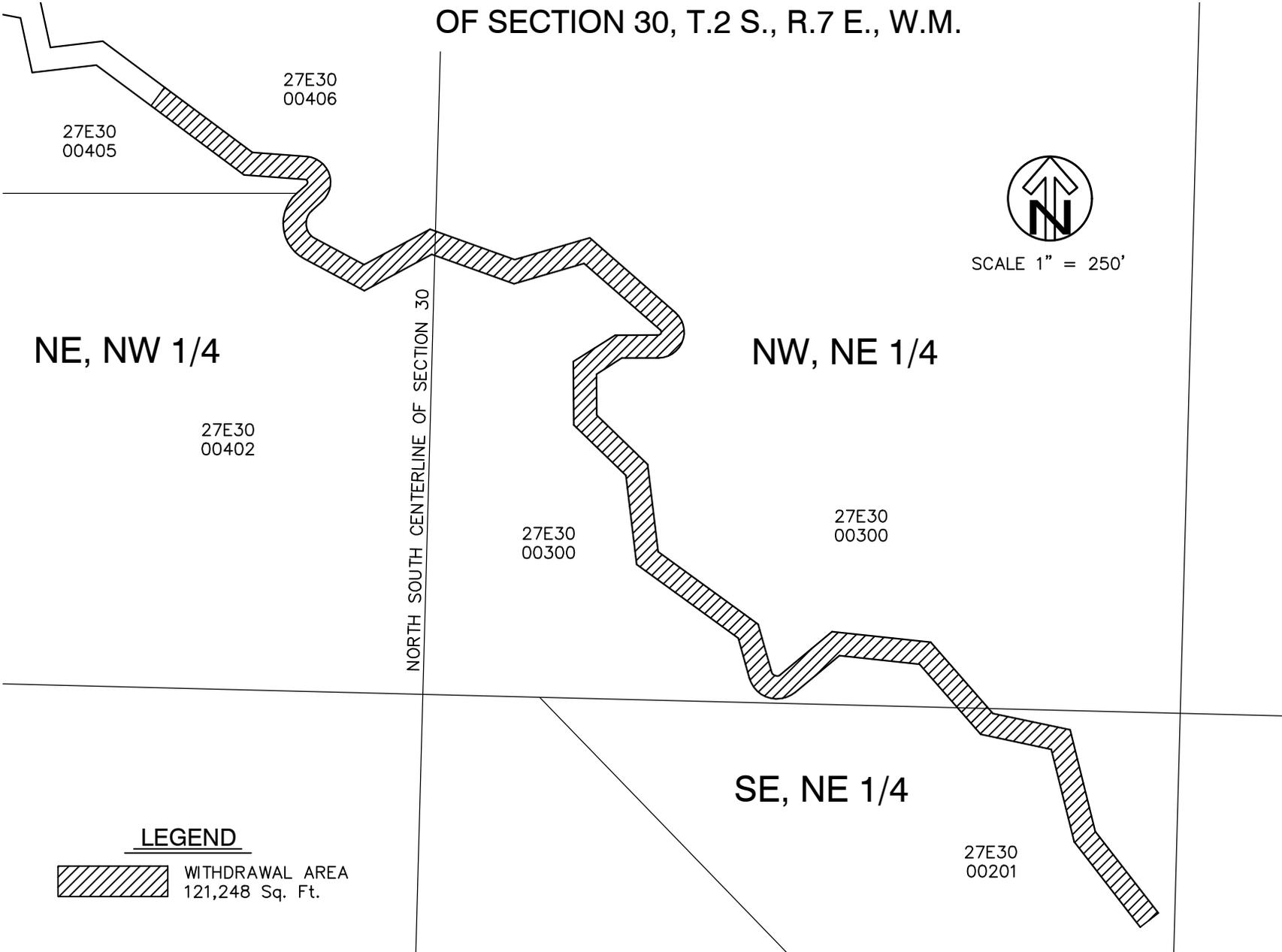
d. Existence of a long history of inappropriate use of the right of way, for example dumping of refuse or hazardous materials, trespass onto or damaging of adjoining property.

There is a history of inappropriate use of the McIntyre Road right of way. This inappropriate use includes vandalism of culverts and destruction of sensitive habitat.

It is my assessment to support the Withdraw County Road Status for a portion of McIntyre Road as described and shown on attached Exhibits "A".

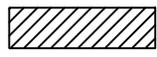
This Road Official's Report is submitted for the Board of County Commissioner's consideration.

SITUATED IN THE NE 1/4 & NW 1/4
OF SECTION 30, T.2 S., R.7 E., W.M.



SCALE 1" = 250'

LEGEND

 WITHDRAWAL AREA
121,248 Sq. Ft.

BY: D. CUTSHALL DATE: 09/21/2021

EXHIBIT "A"



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

SHEET
1 OF 1



Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

September 30, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Clackamas County Supplemental Budget Resolution
for Fiscal Year 2021-2022 (FY21-22) REVISED UPDATE

Purpose/Outcomes	Public hearing for supplemental budget change for FY21-22
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$8,584,156
Funding Source	Beginning Fund Balance, Federal and State Operating Grants, Charge for Services, Taxes, and Reimbursement Revenue
Duration	July 1, 2021-June 30, 2022
Previous Board Action/Review	Budget Adopted June 16, 2021
Strategic Plan Alignment	Build public trust through good government by providing budget responsibility and transparency
Counsel Review	N/A
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: This is a Budget item and does not require Procurement's involvement
Contact Person	Sandra Montoya, 503-742-5424

BACKGROUND:

Each fiscal year it is necessary to reduce or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with Oregon Local Budget Law ORS 294.433 - ORS 294.481, which allows for governing body approval of budget changes under qualified circumstances. The required notice has been published.

The FY21-22 adopted budget includes \$40.6 million for American Rescue Plan Act (ARPA) spending in the Special Payment category. As the Board awards funding to the departments, there is a need to quickly move appropriation authority to the correct spending category. The resolution delegates authority to the County Administrator and/or the Finance Director to make budget appropriation changes related to ARPA, based on the Board's funding award. These budget moves will not change the overall amount of ARPA funding available.

The effect of this resolution is an increase in revenues and appropriations of \$8,584,156.

Item

1 General Fund 100 - Board of County Commissioners								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
General Fund Support	1,017,594	(1,017,594)	-	Operating Expenses	1,017,594	(1,017,594)	-	
Revised Total Fund Resources				Revised Total Fund Requirements				
								0

Comments: The General Fund - Board of County Commissioners department merged with the County Administration.

2 General Fund 100 - County Administration								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Charges, Fees, License, Permits, Fines, Assessments	1,350,616	-	1,350,616	Operating Expenses	5,313,982	1,017,594	6,331,576	
General Fund Support	3,963,366	1,017,594	4,980,960					
Revised Total Fund Resources				Revised Total Fund Requirements				
								6,331,576

Comments: The General Fund - County Administration department has been updated to include the Board of County Commissioners department.

3 General Fund 100 - Public Government and Affairs								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
All Other Revenue Resources	3,191,270	140,569	3,331,839	Operating Expenses	5,400,881	140,569	5,541,450	
Charges, Fees, License, Permits, Fines, Assessments	1,300,919	-	1,300,919	Special Payments	371,371	-	371,371	
Beginning Fund Balance	61,678	-	61,678					
Federal, State, Local, All Other Gifts & Donations	302,673	-	302,673					
General Fund Support	915,711	-	915,711					
Revised Total Fund Resources				Revised Total Fund Requirements				
								5,912,821

Comments: The General Fund - Public and Government Affairs department is adding a full-time Community Relations Specialist paid by the Public Health Division to provide public health messaging support for the division.

4 General Fund 100 - Sheriff								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Beginning Fund Balance	320,159	-	320,159	Operating Expenses	88,476,503	144,124	88,620,627	
Charges, Fees, License, Permits, Fines, Assessments	13,687,196	144,124	13,831,320	Special Payments	480,000	-	480,000	
Federal, State, Local, All Other Gifts & Donations	1,588,962	-	1,588,962	Transfers	274,662	-	274,662	
General Fund Support	66,533,841	-	66,533,841					
Other Interfund Transfers	54,203	-	54,203					
Revenue from Bonds & Other Debts	10,000	-	10,000					
All Other Revenue Resources	7,036,803	-	7,036,803					
Revised Total Fund Resources				Revised Total Fund Requirements				
								89,375,289

Comments: The General Fund - Sheriff Patrol program is adding a full-time contracted School Resource Officer with the City of Happy Valley and North Clackamas School District for the FY21-22 school year.

5 Lottery Fund 208								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Other Interfund Transfers	100,000	-	100,000	Operating Expenses	3,900,379	-	3,900,379	
Beginning Fund Balance	3,375,214	2,700,986	6,076,200	Contingency	2,687,396	-	2,687,396	
Charges, Fees, License, Permits, Fines, Assessments	1,289,211	-	1,289,211	Special Payments	513,650	2,700,986	3,214,636	
Federal, State, Local, All Other Gifts & Donations	2,400,000	-	2,400,000	Interfund Transfers	63,000	-	63,000	
Revised Total Fund Resources				Revised Total Fund Requirements				
								9,865,411

Comments: The Lottery Fund - Economic and Development program is recognizing restricted Beginning Fund Balance CARES revenue and increasing Special Payments for the small business grants program.

6 Special Grant Fund 230								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Federal, State, Local, All Other Gifts & Donations	40,613,961	-	40,613,961	Operating Expenses		13,000,000	13,000,000	
	-	-	-	Special Payments	40,613,961	(13,000,000)	27,613,961	
Revised Total Fund Resources				Revised Total Fund Requirements				
								40,613,961

Comments: The Special Grants Fund is reducing Special Payments and increasing the Operating Expenses subsequent to the Board's award of American Rescue Plan Act (ARPA) dollars.

7 Health Housing & Human Services Fund 240 - Public Health								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
All Other Revenue Resources	982,500	-	982,500	Operating Expenses	94,748,896	1,601,567	96,350,463	
Beginning Fund Balance	25,855,187	-	25,855,187	Special Payments	24,161,768	-	24,161,768	
Charges, Fees, License, Permits, Fines, Assessments	11,511,611	-	11,511,611	Contingency	7,558,625	-	7,558,625	
Federal, State, Local, All Other Gifts & Donations	77,605,030	1,601,567	79,206,597	Debt Service	4,000	-	4,000	
General Fund Support	9,785,892	-	9,785,892	Interfund Transfer	212,213	-	212,213	
Other Interfund Transfers	365,283	-	365,283					
Revenue from Bonds & Other Debts	580,000	-	580,000					
Revised Total Fund Resources			128,287,070	Revised Total Fund Requirements			128,287,069	

Comments: The Health Housing & Human Services Fund 240 - Public Health is recognizing additional state operating grant revenue and increasing the Operating Expenses for the Public Health Modernization program. The change will increase personnel services for up to 12 positions and materials and services.

8 Health Centers Fund 253								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Beginning Fund Balance	14,061,297	-	14,061,297	Operating Expenses	48,481,131	716,474	49,197,605	
Charges, Fees, License, Permits, Fines, Assessments	39,144,948	-	39,144,948	Special Payments	6,376	-	6,376	
All Other Revenue Resources	182,234	552,597	734,831	Contingency	10,561,297	-	10,561,297	
Federal, State, Local, All Other Gifts & Donations	5,095,453	163,877	5,259,330					
General Fund Support	518,909	-	518,909					
Revenue from Bonds & Other Debts	45,963	-	45,963					
Revised Total Fund Resources			59,765,278	Revised Total Fund Requirements			59,765,278	

Comments: The Health Centers Fund is recognizing Local Operating Grants and Medicaid revenue and increasing Operating Expenses for seven new positions to support school-based Health Centers for Clackamas School District at two locations, and one new position to support the Dental Program.

9 Transient Lodging Tax Fund 255								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Beginning Fund Balance	1,246,274	-	1,246,274	Operating Expenses	2,661,542	140,629	2,802,171	
Federal, State, Local, All Other Gifts & Donations	303,105	-	303,105	Contingency	1,605,503	(140,629)	1,464,874	
All Other Revenue Resources	2,717,666	588,788	3,306,454	Interfund Transfer		588,788	588,788	
Revised Total Fund Resources			4,855,833	Revised Total Fund Requirements			4,855,833	

Comments: The Transient Lodging Tax Fund 255 - Tourism is transferring budget authority from Contingency to Operating Expenses for a full-time Tourism Specialist Senior position for program support. Transient Room Tax is recognizing additional tax revenue and appropriating for interfund transfers to other county funds.

10 Clackamas Broadband Utility Fund 602								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Beginning Fund Balance	156,434	189,853	346,287	Operating Expenses	2,513,348	189,853	2,703,201	
Charges, Fees, License, Permits, Fines, Assessments	2,425,000	-	2,425,000	Special Payments	40,000	-	40,000	
All Other Revenue Resources	44,000	-	44,000	Contingency	72,086	-	72,086	
Revised Total Fund Resources			2,815,287	Revised Total Fund Requirements			2,815,287	

Comments: The Clackamas Broadband Utility Fund is recognizing Beginning Fund Balance to complete several projects postponed or not completed last fiscal year.

11 Technology Services Fund 747								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Beginning Fund Balance	2,166,939	2,501,795	4,668,734	Operating Expenses	18,039,979	2,451,795	20,491,774	
Charges, Fees, License, Permits, Fines, Assessments	16,431,999	-	16,431,999	Reserves	376,958	50,000	426,958	
All Other Revenue Resources	83,000	-	83,000	Contingency	300,000	-	300,000	
Federal, State, Local, All Other Gifts & Donations	35,000	-	35,000					
Revised Total Fund Resources			21,218,733	Revised Total Fund Requirements			21,218,732	

Comments: The Technology Services Fund is recognizing Beginning Fund Balance to complete several projects postponed or not completed last fiscal year.

RECOMMENDATION:

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

Sincerely,

Elizabeth Comfort

Elizabeth Comfort
Finance Director

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

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget and Making to Appropriations
for Fiscal Year 2021-22



Resolution Order No. _____
Page 1 of 2

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

WHEREAS, it is the desire of the Board of Commissioners to award funds received by the County under the American Rescue Plan Act (ARPA) at regular business meetings, and the awards may require a change in the budget appropriation category within the Special Grants Fund (230);

WHEREAS, a supplemental budget for the period of July 1, 2021 through June 30, 2022, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a public hearing to discuss the supplemental budget was held before the Board of County Commissioners on September 30, 2021.

WHEREAS; the funds being adjusted are:

General Fund – Board of Commissioners	Health, Housing & Human Services Fund–Public Health
General Fund – County Administration	Health Centers Fund
General Fund – Public Government & Affairs	Transient Lodging Tax Fund
General Fund – Sheriff	Clackamas Broadband Utility Fund
Lottery Fund	Technology Services Fund
Special Grants Fund	

WHEREAS; a correction is needed to merge County Administration and Board of County Commissioners into one department as shown in Clackamas County’s chart of accounts.

It further appearing that it is in the best interest of the County to approve this change in appropriations for the period of July 1, 2021 through June 30, 2022.

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

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget and Making to Appropriations
for Fiscal Year 2021-22



Resolution Order No. _____
Page 2 of 2

NOW THEREFORE, the Clackamas County Board of Commissioners resolves as follows:

Pursuant to ORS 294.433 through ORS 294.481, the supplemental budget be adopted and appropriations established as shown in **Exhibit A**, attached hereto and incorporated by this reference herein; and

The Clackamas County Administrator and/or the Director of Finance are hereby delegated authority to execute budget category changes to the appropriation of ARPA awards.

The General Fund department of County Administration Department is merged with General Fund Board of County Commissioners for purposes of Clackamas County's chart of accounts.

DATED this 30th day of September 2021

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

September 30, 2021

Members of the Board:

Request for approval to apply for the 2021 Grant Application with the U.S Department of Housing and Urban Development (HUD). The Clackamas County Continuum of Care Program (CoC) annual application for funding is \$3,791,435 including a possible \$481,621 of bonus funding available from HUD. No County General Funds are involved.

Purpose/Outcome	Request authorization to apply for an annual application for grant funds from the US Department of Housing and Urban Development (HUD) for Continuum of Care funding for rent assistance and services to approximately 18 projects that serve homeless families and individuals in Clackamas County.
Dollar Amount and Fiscal Impact	The CoC Consolidated Application in FY 2022 is for approximately \$3,791,435 including a possible \$481,621 of bonus funding if the application scores well. Individual projects grants require a 25% cash match or in-kind contribution, which will be detailed in each project application. No County Funds are involved.
Funding Source	US Department of Housing and Urban Development (HUD)
Duration	Application is 2021 and funds received during 2022-2023
Previous Board Action/Review	Due to Covid-19, there was no request to the BCC to apply for the 2020-2021 funding, as all grants (including bonus programs) were automatically renewed with HUD. The Board approved 2020-2021 CoC funding grant agreements at the August 5, 2021 BCC Business meeting.
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities – CoC NOFA funding serves programming for vulnerable populations in Clackamas County.
Council Review	n/a – this request is for the BCC approval to apply for the CoC grant. Once grant is awarded, the grant agreement will be reviewed by Legal Counsel.
Procurement	Was the item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no Item is a grant.
Contact Person	Pamela Anderson, 971/804-3464

Contract No.	n/a – not entered into H3S Contract database as this is the request for application of funding
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BACKGROUND:

The Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2021 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to apply yearly for HUD CoC funding, the County must follow the administrative requirements provided by HUD. This includes, but is not limited to, annually application for funding, holding regular Continuum of Care and Steering Committee meetings, conducting a Point-in-Time Count of all homeless persons in the jurisdiction, evaluating project outcomes, establishing and operating a coordinated assessment system, strategic planning, and an annual gaps analysis.

The CoC application process sometimes involves re-allocating funds to other projects in the Continuum of Care to make better use of the available funding and to score higher on the application. If the CoC application scores well the Clackamas County CoC could also be awarded CoC Bonus Funding of up to \$481,621.

RECOMMENDATION:

Staff recommends the approval of the BCC to apply for the 2021 Continuum of Care funding through HUD.

Respectfully submitted,



Rodney A. Cook, Director
Health, Housing & Human Services

Attached – summary of 2021 Continuum of Care Notice of Funding Opportunity (NOFO) Program competition

The Notice of Funding Opportunity (NOFO) for the Fiscal Year (FY) 2021 Continuum of Care (CoC) Program Competition (NOFO) has been posted on [Grants.gov](https://www.grants.gov) and will be available on the [Funding Opportunities](#) page on HUD's website later today. Additional resources will be available on the [Continuum of Care Program Competition](#) page of HUD's website.

The CoC Application, CoC Priority Listing, and Project Applications should be available Thursday, August 19, 2021 in [e-snaps](#). Collaborative Applicants and project applicants will be able to access the applications to review, update, and enter required information for the application process.

Submission Deadline: Thursday, November 16, 2021 at 8:00 PM EST

Collaborative Applicants

- The CoC Application and CoC Priority Listing that includes all project applications that will be submitted to HUD are separate submissions in *e-snaps*. Collaborative Applicants must submit both parts of the CoC Consolidated Application by the application submission deadline for HUD to consider the CoC Consolidated Application to be complete.
- There are six Project Listings in the CoC Priority Listing; however, only the New and Renewal Project Listings require unique rank numbers. The remaining four Project Listings only require Collaborative Applicants to accept or reject project applications.
- The CoC Competition Report, and instructions on how to access the report, that includes data reported in the Homelessness Data Exchange (HDX) is available for use by Collaborative Applicants to complete portions of the FY 2021 CoC Application.

Project Applicants

- Returning project applicants can choose to import the FY 2019 renewal project application responses; however, this must be requested during your registration of the Renewal Funding Opportunity in *e-snaps* and is only available if you submitted a renewal project application in the FY 2019 CoC Program Competition. Imported responses must be carefully reviewed to ensure accuracy.
- First-time renewal projects must complete the entire renewal project application, including any first-time renewal projects awarded funds under the FY 2020 CoC Program Non-competitive Funding Notice.
- New project applications must be completed in full and in accordance with the new project application components permitted in this year's Competition.
- YHDP replacement project applications must be completed in full and in accordance with the YHDP replacement project application process outlined in the NOFO.
- CoC planning and UFA Costs applications will only be reviewed if submitted by the CoC's designated Collaborative Applicant identified in the CoC Applicant Profile in *e-snaps*.
- Dedicated HMIS projects, renewal and new, can only be submitted by the CoC's designated HMIS Lead as identified in the CoC Applicant Profile in *e-snaps*.

Additional Guidance

The following additional guidance will be posted on the [CoC Program Competition](#) page of HUD's website between August 19, 2021 and August 23, 2021:

- FY 2021 CoC Estimated ARD Reports
- Detailed Instructions

- CoC Application
- CoC Priority Listing
- Project Applications – all types
- Navigational Guides
 - Accessing the Project Application
 - New Project Application
 - Renewal Project Application
 - UFA Costs Project Application
 - Planning Costs Project Application
 - CoC Priority Listing

Additional guidance including Frequently Asked Questions (FAQs) and remaining Navigational Guides will be posted to the CoC Program Competition page within the next two weeks.

Questions

Questions regarding the FY 2021 CoC Program Competition process must be submitted to CoCNOFO@hud.gov.

Questions related to *e-snaps* functionality (e.g., password lockout, access to user's application account, updating Applicant Profile) must be submitted to e-snaps@hud.gov.

Listserv Notifications

If you are aware or suspect that the Collaborative Applicant or project applicant for your CoC is not currently receiving these listserv messages, please forward the following link so the Collaborative Applicant or project applicant can register to receive listserv messages as this is the only form HUD uses to communicate CoC Program information to the public:

- [SNAPS Competitions](#), specifically for Competition related messages; and
- [SNAPS Program Information](#), general information regarding SNAPS programs.



September 30, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement with
Clackamas Women’s Services to provide evidence-based Parenting Education
Classes. Maximum Contract Value \$20,166 funded through Oregon Community
Foundation. No County General Funds

Purpose/Outcome	Clackamas Women’s Services (CWS) was selected through a competitive process to provide evidence-based Spanish and English parent education class series and supplemental parenting support group sessions to parents of children living in Clackamas County. <ul style="list-style-type: none"> • Conduct one 6-week Spanish series of Paternidad Activa 4a • Conduct one 6-week Spanish series of Paternidad Activa de Adolescentes • Conduct supplemental parenting support group sessions for Spanish and English speaking parents
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$20,166 and does not include any County funds.
Funding Source	Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement
Duration	August 1, 2021 to June 30, 2022
Previous Board Action/Review	Board Issues: 9/21/21
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 09/01/21, KR
Procurement Review	Was the item processed through Procurement? No. Competitive Local-Subrecipient grant award
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S CFCC #10344

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Clackamas Women’s Services to provide high quality, evidence-based parenting education series to parents and caregivers in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and increases school readiness skills for children.

This Local Subrecipient Grant Agreement is effective upon signature by all parties for services starting on August 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$20,166.

RECOMMENDATION:

Staff recommends Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 10344 Program Name: <i>OPEC Parenting Education</i> Program/Project Number: 400321490	
This Agreement is between <u>Clackamas County, Oregon</u> , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and <u>Clackamas Women's Services</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Joseph Rosevear	Program Manager: <i>Chelsea Hamilton</i>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 jrosevear@clackamas.us	Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (971) 990-5677 chamilton@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Carla Batcheller	Program Representative: Melissa Erlbaum
Clackamas Women's Services 256 Warner Milne Road Oregon City, OR 97045 (503) 557-5801 carlab@cwsor.org	Clackamas Women's Services 256 Warner Milne Road Oregon City, OR 97045 (503) 557-5810 melissae@cwsor.org
FEIN: 93-0900119	

RECITALS

1. Clackamas Women's Services (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based Spanish and English parent education class series' to parents and children, who are living in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.
2. SUBRECIPIENT will conduct Spanish class series of Paternidad Activa 4a, Paternidad Activa de Adolescentes, and supplemental parenting support group sessions for Spanish and English speaking parents of young children. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **August 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (**\$20,166**). The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$20,166**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that funds are no longer available for this purpose.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of funds shall remain with COUNTY.

Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- d. Has already accrued hereunder;
- e. Comes into effect due to the expiration or termination of the Agreement; or
- f. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with

the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement

8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of its services.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned”. All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. At no time may budget modifications change the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Oregon Community Foundation Oregon Parenting Education Collaborative.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
 - f) **Match.** Matching funds are not required for this Agreement.

- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

12. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.

- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

General Agreement Provision

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an

exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, 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 Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall 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, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

Waiver of Subrogation. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- a) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
- b) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- c) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- d) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- e) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- f) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- g) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- h) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- i) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

SUBRECIPIENT

Clackamas Women's Services
256 Warner Milne Rd
Oregon City, OR 97045

CLACKAMAS COUNTY

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

By: 
Melissa Erlbaum Executive Director

By: _____
Tootie Smith, Board Chair
Clackamas County

Dated: 9/1/2021

Dated: _____

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

EXHIBIT A-1 SCOPE OF WORK

PROGRAM GOALS

Oregon Community Foundation – Oregon Parenting Education Collaborative (OPEC) goals are to expand parenting education opportunities in Clackamas County, especially in areas and among populations where there is limited access with the intent of increasing parenting skills and knowledge of healthy child development and to promoting early learning and readiness for kindergarten.

PROGRAM ACTIVITIES AND EXPECTED OUTCOMES - classes may be facilitated in person or virtually to best meet the health and safety needs of the community. Outcomes measured by Parenting Skills Ladder survey, workshop evaluations and facilitator observations.

- By June 30, 2022 conduct one 6-week Spanish class series of Paternidad Activa 4a.
- By June 30, 2022 conduct one 6-week series of Paternidad Activa de Adolescentes.
- By June 30, 2022 conduct supplemental parenting support group sessions for Spanish and English speaking parents.

**Children, Family & Community Connections Division
 Work Plan and Quarterly Report, 2021-2022**

Provider: Clackamas Women's Service
 Activity: **Clackamas Parenting Together – Parenting Education**
 Contact: Chelsea Guidry
 ChelseaG@cwsor.org | 503.655.8600
 Contract Period: August 1, 2021 - June 30, 2022

Active Parenting Now (Spanish)							
Activities/Outputs	Intermediate Outcomes/Measurement Tool		Aug-Sept 1st Quarter	Oct-Dec 2nd Quarter	Jan-March 3rd Quarter	Apr-May 4th Quarter	Total
By June 30, 2022, conduct one Spanish class series of Active Parenting Now (total of 6 sessions), with a minimum of 8 unduplicated parents. Classes must target families with 8 to 18 years old. Classes may be facilitated in person or virtually to best meet the health and safety needs of the community.	75% of participants in Spanish-speaking Parenting Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. 75% of participants in Spanish speaking Parent Education classes will attend at least 70% of the 6 sessions offered. Measured by Parenting Skills Ladder survey, facilitator observations	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.		Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered		Indicate which quarter the site visit was completed:					

Active Parenting Teens (Spanish)

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Aug-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
<p>By June 30, 2022, conduct one Spanish class series of Active Parenting Teens (total of 6 sessions), with a minimum of 8 unduplicated parents p. Classes must target families with children 8 to 18 years old. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.</p>	<p>75% of participants in Spanish-speaking Parenting Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants in Spanish speaking Parent Education classes will attend at least 70% of the 6 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							
<p>Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.</p>	<p>Indicate which quarter the fidelity checklist was completed:</p>						
<p>Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered</p>	<p>Indicate which quarter the site visit was completed:</p>						

Parent Cafes							
Activities/Outputs	Intermediate Outcomes/Measurement Tool		Aug-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
<p>By June 30, 2022, conduct a minimum of 6 parent support groups serving a minimum of 12 unduplicated English speaking parents with children birth to 18. Support groups may be conducted in person or virtually to best meet the health and safety needs of the community.</p>	<p>75% of participants in English-speaking support groups (cafés) will report an increase in quality of parent-child/youth interactions and/or decrease in parental isolation and stress. Measured by Parenting Skills Ladder survey, workshop evaluation, and facilitator observations.</p>	# sessions offered during the quarter					
		# of unduplicated parents attending at least one class:					
		Average # of parents at each class:					
		Average # of children/youth served:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
% Successful							
<p>By June 30, 2022, conduct a minimum of 10 monthly parent support groups serving a minimum of 12 unduplicated Spanish speaking families with children birth to 18. Support groups may be conducted in person or virtually to best meet the health and safety needs of the community.</p>	<p>75% of participants in Spanish-speaking support groups (cafes) will report an increase in quality of parent-child/youth interactions and/or decrease in parental isolation and stress. Measured by Parenting Skills Ladder survey, workshop evaluation, and facilitator observations.</p>	# sessions offered during the quarter					
		# of unduplicated parents attending at least one class:					
		Average # of parents at each class:					
		Average # of children/youth served:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
% Successful							

**Children, Family & Community Connections Division
Work Plan 2021-22
Comments and Narrative**

*Please include in narrative sections successes and challenges of your parenting programs.
Also include marketing timelines and strategies as well as appropriate family or program success stories.*

July-September:

October-December:

January-March:

April-June:

Exhibit B: Budget

Exhibit B: Budget			
Contractor:	Clackamas Women's Services		
Program:	OPEC Parenting Education		
Address:	256 Warner Milne Rd		
	Oregon City, OR 97045		
Contact Person:	Chelsea Guidry	Contract #:	
Phone Number:	503-894-2041	Contract Term:	8/1/21-6/30/22
E-mail:	ChelseaG@cwsor.org		
Budget Category	Budget	Match	
<u>Personnel</u>		No Match Required on this Agreement	
Parenting Educators	\$ 4,800.00		
Program Director	\$ 3,000.00		
Childcare Staff	\$ 1,650.00		
Fringe	\$ 1,792.00		
Total Personnel	\$ 11,242.00		
<u>Administration</u>			
Admin	\$ 1,724.00		
Total Administration	\$ 1,724.00		
<u>Program costs</u>			
Meals & Snacks, Food	\$ 3,000.00		
Parent Incentive	\$ 1,500.00		
Childcare & Program Supplies	\$ 1,500.00		
Facilitator Training & Travel	\$ 1,200.00		
	\$ -		
Total Program	\$ 7,200.00		
Total Budget	\$ 20,166.00		

EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

Schedule and Requirements:

Due **monthly** by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 8th of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report

Quarterly due dates:

- July – September Due October 8, 2021
- October – December Due January 8, 2022
- January – March Due April 8, 2022
- April – June Due July 8, 2022

EXHIBIT D-1: REIMBURSEMENT REQUEST

Exhibit D-1: REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request <i>(The Monthly Activity Report is NOT required on months when quarterly reports are due).</i> 				
Contractor:	Clackamas Women's Services	Contract Number:		
Address:	256 Warner Milne Rd Oregon City, OR 97045	Report Period:		
Contact Person:				
Contact Info:				
Term:	8/1/21-6/30/22			
Budget Category	Approved Budget 8/1/21-6/30/22	Current Draw Request	Previously Requested	Balance
<u>Personnel</u>				
Parenting Educators	\$ 4,800.00	\$ -	\$ -	\$ 4,800.00
Program Director	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Childcare Staff	\$ 1,650.00	\$ -	\$ -	\$ 1,650.00
Fringe	\$ 1,792.00	\$ -	\$ -	\$ 1,792.00
	\$ 11,242.00	\$ -	\$ -	\$ 11,242.00
<u>Administration</u>				
Admin	\$ 1,724.00	\$ -	\$ -	\$ 1,724.00
		\$ -		\$ -
	\$ 1,724.00	\$ -	\$ -	\$ 1,724.00
<u>Program costs</u>				
Meals & Snacks, Food	\$ 3,000.00			\$ 3,000.00
Parent Incentives	\$ 1,500.00			\$ 1,500.00
Childcare & Program Supplies	\$ 1,500.00			\$ 1,500.00
Facilitator Training & Travel	\$ 1,200.00			\$ 1,200.00
	\$ -			\$ -
	\$ 7,200.00	\$ -	\$ -	\$ 7,200.00
Total Budget	\$ 20,166.00	\$ -	\$ -	\$ 20,166.00
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.				
CERTIFICATION				
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.				

EXHIBIT D-2: MONTHLY ACTIVITY REPORT

August 1, 2021 through June 30, 2022

Agency: Clackamas Women's Services

Funded Service: Evidence-Based Parenting Education

Program Contact:

Contact Info:

*This report covers the fiscal year starting **August 1, 2021 through June 30, 2022.** Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

1. Total number of participants served during the month with the funding allocated for this programming:

Number of adult participants:

Number of children:

Number of unduplicated adults to date:

2. Activities that were conducted during the month with the funding allocated for this programming:

3. Issues related to service delivery and how those issues were addressed.

Person(s) completing this form:

Date:

September 30, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement with
Lifeworks NW to provide evidence-based Parenting Education Classes
Maximum Value \$8,850 through Oregon Community Foundation. No County
General Funds

Purpose/Outcome	Lifeworks NW was selected through a competitive process to provide evidence-based Spanish and English parent education class series and supplemental parenting support group sessions to parents of children living in Clackamas County. <ul style="list-style-type: none"> • Conduct one 8-week Spanish class of Circle of Security • Conduct one 8-week English class of Circle of Security
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$8,850 and does not include any County funds.
Funding Source	Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement
Duration	August 1, 2021 to June 30, 2022
Previous Board Action/Review	Board Issues date: 9/21/21
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 09/01/21, KR
Procurement Review	Was the item processed through Procurement? No. Local-Subrecipient grant award
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S CFCC #10343

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Lifeworks NW to provide high quality, evidence-based English and Spanish parenting education series to parents and caregivers in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and increases school readiness skills for children.

This Local Subrecipient Grant Agreement is effective upon signature by all parties for services starting on August 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$8,850.

RECOMMENDATION:

Staff recommends Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 10343	
Program Name: OPEC Parenting Education Program/Project Number: 400321490	
This Agreement is between Clackamas County, Oregon , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and Lifeworks NW (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Joseph Rosevear	Program Manager: Chelsea Hamilton
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 jrosevear@clackamas.us	Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (971) 990-5677 chamilton@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Connie Dunkle-Weyrauch	Program Representative: Marylee Stahl
Lifeworks NW 5415 SW Westgate Drive Portland, OR 97221 (503) 645-3581 ext. 2354 Connie.dunkle-weyrauch@lifeworksnw.org	Lifeworks NW 5415 SW Westgate Drive Portland, OR 97221 (503) 332-0984 marylees@lifeworksnw.org
FEIN: 93-0502822	

RECITALS

1. Lifeworks NW (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based Spanish and English parent education class series' to parents and children, who are living in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.
2. SUBRECIPIENT will conduct Spanish and English class series of Circle of Security to parent of young children. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **August 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (**\$8,850**). The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$8,850**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that funds are no longer available for this purpose.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of funds shall remain with COUNTY.

Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- d. Has already accrued hereunder;
- e. Comes into effect due to the expiration or termination of the Agreement; or
- f. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by

SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement

8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of its services.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned”. All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. At no time may budget modifications change the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Oregon Community Foundation Oregon Parenting Education Collaborative.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
 - f) **Match.** Matching funds are not required for this Agreement.

- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

12. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.

- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

General Agreement Provision

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, 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 Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall 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, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

- 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

Waiver of Subrogation. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

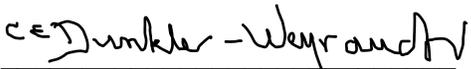
- a) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
- b) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- c) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- d) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- e) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- f) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- g) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- h) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- i) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

SUBRECIPIENT

Lifeworks NW
5415 SW Westgate Drive
Portland, OR 97221

CLACKAMAS COUNTY

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

By: 
Mary Monnat, Executive Director
Connie Dunkle-Weyrauch, CFO

By: _____
Tootie Smith, Board Chair
Clackamas County

Dated: 9/2/2021

Dated: _____

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

EXHIBIT A-1 SCOPE OF WORK

PROGRAM GOALS

Oregon Community Foundation – Oregon Parenting Education Collaborative (OPEC) goals are to expand parenting education opportunities in Clackamas County, especially in areas and among populations where there is limited access with the intent of increasing parenting skills and knowledge of healthy child development and to promoting early learning and readiness for kindergarten.

PROGRAM ACTIVITIES AND EXPECTED OUTCOMES - classes may be facilitated in person or virtually to best meet the health and safety needs of the community. Outcomes measured by Parenting Skills Ladder survey, workshop evaluations and facilitator observations.

- By June 30, 2022 conduct one 8-week Spanish class series of Circle of Security.
- By June 30, 2022 conduct one 8-week English class series of Circle of Security.

Provider: Lifeworks NW
 Activity: Clackamas Parenting Together – Parenting Education
 Contact: Marylee Stahl
marylees@lwnw.org | 503-332-0984

Contract Period: August 1, 2021 - June 30, 2022

Circle of Security, English							
Activities/Outputs	Intermediate Outcomes/Measurement Tool		Aug-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
By June 30, 2022, conduct one English class series of Circle of Security (total of 8 sessions), with a minimum of 6 unduplicated parents. Classes must target families with children birth to 5 years old.	75% of parent participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. 75% of participants will attend at least 70% of the 8 sessions offered.	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Parents Assessed with PSL					
		# Successful based on PSL					
	% Parent Successful						
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.	Indicate which quarter the fidelity checklist was completed:						
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration.	Indicate which quarter the site visit was completed:						

Circle of Security, Spanish							
Activities/Outputs	Intermediate Outcomes/Measurement Tool		Aug-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
By June 30, 2022, conduct one Spanish class series of Circle of Security (total of 8 sessions), with a minimum of 6 unduplicated parents. Classes must target families with children birth to 5 years old.	75% of parent participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. 75% of participants will attend at least 70% of the 8 sessions offered.	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Parents Assessed with PSL					
		# Successful based on PSL					
	% Parent Successful						
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.	Indicate which quarter the fidelity checklist was completed:						
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration.	Indicate which quarter the site visit was completed:						

Children, Family & Community Connections Division
Work Plan 2021-22
Comments and Narrative

*Please include in narrative sections successes and challenges of your parenting programs.
Also include marketing timelines and strategies as well as appropriate family or program success stories.*

July-September:

October-December:

January-March:

April-June:

Exhibit B: Budget

Exhibit B: Budget			
Contractor:	Lifeworks NW		
Address:	5415 SW Westgate Drive		
	Portland, OR 97221		
Contact Person:	Marylee Stahl		
Contact Info:	marylees@lifeworksnw.org		Contract #:
Term:	8/1/21-6/30/22		
Budget Category		Budget (OPEC)	
<u>Personnel</u>			No Match Required
Parenting Educators	\$ -		
Program Director & Admin	\$ -		
Child care staff	\$ -		
Administrative/Front Desk	\$ -		
Taxes/Benefits	\$ -		
	\$ -		
<u>Administration</u>			
Admin	\$ 650.00		
	\$ 650.00		
<u>Program costs</u>			
Meals, Snacks, Food	\$ 5,600.00		
Parent Incentives	\$ 1,000.00		
Childcare & Program Supplies	\$ -		
Cell Phone/IT	\$ 180.00		
Facilitator Training & Travel	\$ 1,200.00		
Curriculum	\$ 220.00		
	\$ 8,200.00		
Total Budget	\$ 8,850.00		

EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

Schedule and Requirements:

Due **monthly** by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 8th of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report

Quarterly due dates:

- July – September Due October 8, 2021
- October – December Due January 8, 2022
- January – March Due April 8, 2022
- April – June Due July 8, 2022

EXHIBIT D-1: REIMBURSEMENT REQUEST

Exhibit D-1: REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:				
<ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request <i>(The Monthly Activity Report is NOT required on months when quarterly reports are due).</i> 				
Contractor:	Lifeworks NW			Contract Number:
Address:	5415 SW Westgate Drive			Report Period:
	Portland, OR 97221			
Contact Person:	Marylee Stahl			
Contact Info:	marylees@lifeworksnw.org			OPEC
Term:	8/1/21-6/30/22			
Budget Category	Budget:	Current Draw Request	Previously Requested	Balance
<u>Personnel</u>				
Parenting Educators	\$ -	\$ -	\$ -	\$ -
Program Director & Admin	\$ -	\$ -	\$ -	\$ -
Child care staff	\$ -	\$ -	\$ -	\$ -
Administrative/Front Desk	\$ -	\$ -	\$ -	\$ -
Taxes/Benefits (On-Call)	\$ -	\$ -	\$ -	\$ -
Taxes/Benefits (Staff)	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<u>Administration</u>				
Admin	\$ 650.00	\$ -	\$ -	\$ 650.00
	\$ 650.00	\$ -	\$ -	\$ 650.00
<u>Program costs</u>				
Meals, Snacks, Food	\$ 5,600.00	\$ -	\$ -	\$ 5,600.00
Parent Incentives	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Childcare & Program Supplies	\$ -	\$ -	\$ -	\$ -
Curriculum	\$ 220.00	\$ -	\$ -	\$ 220.00
Cell Phone/IT	\$ 180.00	\$ -	\$ -	\$ 180.00
Facilitator Training & Travel	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
	\$ 8,200.00	\$ -	\$ -	\$ 8,200.00
Total Budget	\$ 8,850.00	\$ -	\$ -	\$ 8,850.00
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.				
CERTIFICATION				
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.				

EXHIBIT D-2: MONTHLY ACTIVITY REPORT

August 1, 2021 through June 30, 2022

Agency: Lifeworks NW

Funded Service: Evidence-Based Parenting Education

Program Contact: Marylee Stahl

Contact Info: marylees@lifeworksnw.org

*This report covers the fiscal year starting **August 1, 2021 through June 30, 2022.** Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

1. Total number of participants served during the month with the funding allocated for this programming:

Number of adult participants:

Number of children:

Number of unduplicated adults to date:

2. Activities that were conducted during the month with the funding allocated for this programming:

3. Issues related to service delivery and how those issues were addressed.

Person(s) completing this form:

Date:

September 30, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement with Northwest Family Services to provide evidence-based Parenting Education Classes. Maximum Value of \$48,661.10 Through Oregon State University. No County General Funds.

Purpose/Outcome	Northwest Family Services was selected through a competitive process to provide evidence-based Spanish and English parent education class series and supplemental parenting support group sessions to parents of children living in Clackamas County. <ul style="list-style-type: none"> • Conduct three 12-week class series of Parenting Inside Out • Conduct two 10-week Spanish class series of Abriendo Puertas • Conduct one 10-week class series of Strengthening Families Program
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$48,661.10 and does not include any County funds.
Funding Source	Oregon State University for its College of Public Health Grant Award (\$17,340.50) and Oregon Community Foundation – Oregon Parenting Education Collaborative (31,320.60)
Duration	August 1, 2021 to June 30, 2022
Previous Board Action/Review	Board Issues date: 9/21/21
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 09/01/21, KR
Procurement Review	Was the item processed through Procurement? No. Local-Subrecipient grant award
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S CFCC #10342

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Northwest Family Services to provide high quality, evidence-based English and Spanish parenting education series to parents and caregivers in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and increases school readiness skills for children.

This Local Subrecipient Grant Agreement is effective upon signature by all parties for services starting on August 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$48,661.10.

RECOMMENDATION:

Staff recommends Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 10342	
Program Name: <i>OPEC Parenting Education</i> Program/Project Number: 400321490	
This Agreement is between Clackamas County, Oregon , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and Northwest Family Services (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Joseph Rosevear	Program Manager: <i>Chelsea Hamilton</i>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 jrosevear@clackamas.us	Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (971) 990-5677 chamilton@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Emily Tingle	Program Representative: Samantha Furlow
Northwest Family Services 6200 SE King Road Portland, OR (360) 546-6377 etingle@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR (503-709-2838 sfurlow@nwfs.org
FEIN: 93-0841022	

RECITALS

1. Northwest Family Services (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based Spanish and English parent education class series¹ to parents and children, who are living in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.
2. SUBRECIPIENT will conduct parenting education courses in Spanish and English to parents of young children and adolescents. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **August 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Parenting Education Collaborative (OPEC) and Oregon State University for its College of Public Health Grant Agreement.
4. **Grant Funds.** COUNTY's funding for this Agreement is OPEC (**\$31,320.60**) and Oregon State University for its College of Public Health issued to COUNTY (**\$17,340.50**). The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$48,661.10**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that funds are no longer available for this purpose.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of funds shall remain with COUNTY.

Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- d. Has already accrued hereunder;
- e. Comes into effect due to the expiration or termination of the Agreement; or
- f. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by

SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement

8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of its services.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. At no time may budget modifications change the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with OPEC and Oregon State University Grants.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
 - f) **Match.** Matching funds are not required for this Agreement.

- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

12. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.

- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

General Agreement Provision

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an

exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, 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 Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall 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, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

Waiver of Subrogation. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

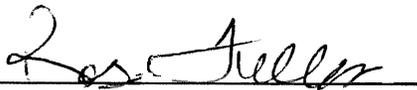
- a) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
- b) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- c) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- d) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- e) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- f) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- g) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- h) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- i) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

SUBRECIPIENT

Northwest Family Services
6200 SE King Road
Portland, OR 97222

CLACKAMAS COUNTY

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

By: 
Rose Fuller, Executive Director

By: _____
Tootie Smith, Board Chair
Clackamas County

Dated: 9/1/2021

Dated: _____

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

EXHIBIT A-1 SCOPE OF WORK

PROGRAM GOALS

Oregon Community Foundation – Oregon Parenting Education Collaborative (OPEC) goals are to expand parenting education opportunities in Clackamas County, especially in areas and among populations where there is limited access with the intent of increasing parenting skills and knowledge of healthy child development and to promoting early learning and readiness for kindergarten.

PROGRAM ACTIVITIES AND EXPECTED OUTCOMES - classes may be facilitated in person or virtually to best meet the health and safety needs of the community. Outcomes measured by Parenting Skills Ladder survey, workshop evaluations and facilitator observations.

- By June 30, 2022 conduct three 12-week series of Parenting Inside Out.
- By June 30, 2022 conduct two 10-week Spanish series of Abriendo Puertas.
- By June 30, 2022 conduct one 10-week series of Strengthening Families Program.

Provider: Northwest Family Services - NWFS
 Activity: Parent Education – Parenting mini grant
 Contact: Rose Fuller | rfuller@nwfs.org | 503.546.6377
 Samantha Furlow | sfuller@nwfs.org | 503.421.7122
 Contract Period: Aug 1, 2021 - June 30, 2022

ABRIENDO PUERTAS							
Activities/Outputs	Intermediate Outcomes/Measurement Tool		Aug-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
By June 30, 2022, conduct two Spanish class series of Abriendo Puertas (total of 10 sessions each), with a minimum of 8 unduplicated parents per series. Classes must target families with children birth to 6 years old. Classes may be facilitated virtually or in person to best meet covid-19 healthy and safety recommendations.	75% of participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. 75% of participants will attend at least 70% of the 10 sessions offered. Measured by Parenting Skills Ladder survey, facilitator observations	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.		Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 8 of class duration for each series offered		Indicate which quarter the site visit was completed:					

PARENTING INSIDE OUT							
Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
<p>By June 30, 2022, conduct three English class series of Parenting Inside Out (total of 12 sessions each), with a minimum of 12 unduplicated parents per series.</p> <p>Classes may target families with children birth to 18 years old.</p> <p>Classes maybe facilitated virtually or in person to best meet covid-19 healthy and safety recommendations.</p>	<p>75% of participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants will attend at least 70% of the 12 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		Average # of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.		Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 8 of class duration for each series offered		Indicate which quarter the site visit was completed:					

STRENGTHENING FAMILIES							
Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
<p>By June 30, 2022, conduct one bilingual English/Spanish class series of Strengthening Families Program 7-17 (total of 11 sessions), with a minimum of 10 unduplicated parents, and 10 unduplicated youth per series.</p> <p>Classes must target families with children 8 to 18 years old.</p> <p>Class may be facilitated virtually or in person.</p>	<p>75% of parent participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of youth participants will report an increase in quality of parent/youth & youth/peer interactions as measured by Youth Exit Survey.</p> <p>75% of participants will attend at least 70% of the 7 sessions offered.</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		# of youth attending at least one class:					
		Average # of parents at each class:					
		Average # of youth at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of youth attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Parents Assessed with PSL					
		# Successful based on PSL					
		% Parent Successful					
		# Youth Assessed with Exit Survey					
# Successful based on Exit Survey							
% Youth Successful							
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.		Indicate which quarter the fidelity checklist was completed:					

Facilitator must arrange with county staff one class site observation prior to week 9 of class duration for each series offered	Indicate which quarter the site visit was completed:					
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**Children, Family & Community Connections Division
Work Plan 2021-22
Comments and Narrative**

*Please include in narrative sections successes and challenges of your parenting programs.
Also include marketing timelines and strategies as well as appropriate family or program success stories.*

July-September:

October-December:

January-March:

April-June:

Exhibit B: Budget

Exhibit B: Budget			
Contractor: <u>Northwest Family Services</u> Program: <u>OPEC Parenting Education</u> Address: <u>6200 SE King Rd</u> <u>Portland, OR 97222</u> Contact Person: <u>Samantha Furlow</u> Phone Number: <u>503-421-7122</u> E-mail: <u>sfurlow@nwfs.org</u>		OPEC Contract #: Contract Term: 8/1/21-6/30/22	
Budget Category	Approved Budget (OPEC)	Approved Budget (OSU)	Total Budget
<u>Personnel</u>			
Parenting Educators	\$ 8,000.00	\$ 6,000.00	\$ 14,000.00
Program Director & Admin	\$ 650.00	\$ 200.00	\$ 850.00
Child Care Staff	\$ 7,140.00	\$ 1,386.00	\$ 8,526.00
Child care staff (Clackamas Parenting)	\$ 4,000.00	\$ -	\$ 4,000.00
Fringe	\$ 3,021.60	\$ 1,887.50	\$ 4,909.10
	\$ 22,811.60	\$ 9,473.50	\$ 32,285.10
<u>Administration</u>			
Admin 10% OPEC	\$ 2,634.00	\$ 1,317.00	\$ 3,951.00
	\$ 2,634.00	\$ 1,317.00	\$ 3,951.00
<u>Program costs</u>			
Meals & Snacks, Food	\$ 3,200.00	\$ 4,600.00	\$ 7,800.00
Parent Incentives	\$ 900.00	\$ 1,000.00	\$ 1,900.00
Childcare & Program Supplies	\$ 575.00	\$ 950.00	\$ 1,525.00
Facilitator Training & Travel	\$ 1,200.00		\$ 1,200.00
	\$ 5,875.00	\$ 6,550.00	\$ 12,425.00
Total Budget	\$ 31,320.60	\$ 17,340.50	\$ 48,661.10

EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

Schedule and Requirements:

Due **monthly** by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 8th of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report

Quarterly due dates:

- July – September Due October 8, 2021
- October – December Due January 8, 2022
- January – March Due April 8, 2022
- April – June Due July 8, 2022

EXHIBIT D-1: REIMBURSEMENT REQUEST

Exhibit D-1: REQUEST FOR REIMBURSEMENT					
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due). 					
Contractor: Northwest Family Services Address: 6200 SE King Rd Portland, OR 97222 Contact Person: Samantha Furlow Contact Info: sfurlow@nwfs.org Term: 8/1/21-6/30-22			Contract Number: _____ Report Period: _____ <div style="border: 1px solid black; width: 100px; height: 20px; margin-top: 5px; text-align: center;">OPEC</div>		
Budget Category	Approved Budget (OPEC)	Approved Budget (OSU)	Current Draw Request	Previously Requested	Balance
Personnel					
Parenting Educators (Abriendo, PIOa/b/c)	\$ 8,000.00		\$ -	\$ -	\$ 8,000.00
Parenting Educators (SFP)		\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
Program Director & Admin (Abriendo, PIOa/b/c)	\$ 650.00		\$ -	\$ -	\$ 650.00
Program Director & Admin (SFP)		\$ 200.00	\$ -	\$ -	\$ 200.00
Child care staff (Abriendo, PIOa/b/c)	\$ 7,140.00		\$ -	\$ -	\$ 7,140.00
Child care staff (SFP)		\$ 1,386.00	\$ -	\$ -	\$ 1,386.00
Child care staff (Clackamas Parenting)	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -
Fringe (Abriendo, PIOa/b/c)	\$ 3,021.60		\$ -	\$ -	\$ 3,021.60
Fringe (SFP)		\$ 1,887.50	\$ -	\$ -	\$ 1,887.50
	\$ 22,811.60	\$ 9,473.50	\$ -	\$ -	\$ 28,285.10
Administration					
Admin (Abriendo, PIOa)	\$ 2,634.00		\$ -	\$ -	\$ 2,634.00
Admin (PIOb/c, SFP)		\$ 1,317.00	\$ -	\$ -	\$ 1,317.00
	\$ 2,634.00	\$ 1,317.00	\$ -	\$ -	\$ 3,951.00
Program costs					
Meals & Snacks, Food (Abriendo, PIOa)	\$ 3,200.00		\$ -	\$ -	\$ 3,200.00
Meals & Snacks, Food (PIOb/c, SFP)		\$ 4,600.00	\$ -	\$ -	\$ 4,600.00
Parent Incentives (Abriendo, PIOa)	\$ 900.00		\$ -	\$ -	\$ 900.00
Parent Incentives (PIOb/c, SFP)		\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Childcare & Program Supplies (Abriendo, PIOa)	\$ 575.00		\$ -	\$ -	\$ 575.00
Childcare & Program Supplies (PIOb/c, SFP)		\$ 950.00	\$ -	\$ -	\$ 950.00
Facilitator Training & Travel	\$ 1,200.00		\$ -	\$ -	\$ -
	\$ 5,875.00	\$ 6,550.00	\$ -	\$ -	\$ 11,225.00
Total Budget	\$ 31,320.60	\$ 17,340.50	\$ -	\$ -	\$ 48,661.10
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.					

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.

EXHIBIT D-2: MONTHLY ACTIVITY REPORT

August 1, 2021 through June 30, 2022

Agency: Northwest Family Services
Funded Service: Evidence-Based Parenting Education
Program Contact: Samantha Furlow
Contact Info:

*This report covers the fiscal year starting **August 1, 2021 through June 30, 2022**. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

1. Total number of participants served during the month with the funding allocated for this programming:

Number of adult participants:

Number of children:

Number of unduplicated adults to date:

2. Activities that were conducted during the month with the funding allocated for this programming:

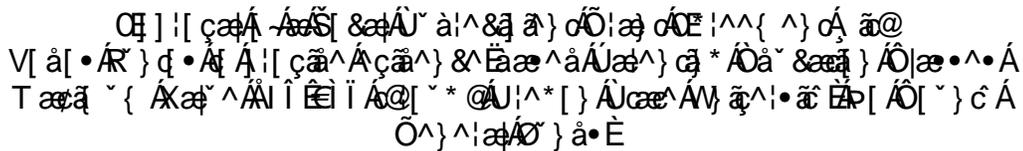
3. Issues related to service delivery and how those issues were addressed.

Person(s) completing this form:
Date:

September 30, 2021

Board of County Commissioners
Clackamas County

Members of the Board:



Purpose/Outcome	<p>Todos Juntos was selected through a competitive process to provide evidence-based Spanish and English parent education class series and supplemental parenting support group sessions to parents of children living in Clackamas County.</p> <ul style="list-style-type: none"> • Conduct one 10-week Spanish class series of Make Parenting a Pleasure • Conduct one 8-week Spanish class series of Abriendo Puertas • Conduct one 6-week English class series of Active Parenting Now • Conduct one 6-week Spanish class series of Active Parenting Now • Conduct one 6-week English class series of Active Parenting Teens
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$46,087 and does not include any County funds.
Funding Source	Oregon State University for its College of Public Health Grant Award
Duration	August 1, 2021 to June 30, 2022
Previous Board Action/Review	Board Issues date: 9/21/21
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 09/01/21, KR
Procurement Review	Was the item processed through Procurement? No. Local-Subrecipient grant award
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S CFCC #10341

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Todos Juntos to provide high quality, evidence-based English and Spanish parenting education series to parents and caregivers in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and increases school readiness skills for children.

This Local Subrecipient Grant Agreement is effective upon signature by all parties for services starting on August 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$46,087.

Healthy Families. Strong Communities.

RECOMMENDATION:

Staff recommends Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 10341	
Program Name: OPEC Parenting Education Program/Project Number: 400321490	
This Agreement is between Clackamas County, Oregon , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and Todos Juntos (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Joseph Rosevear	Program Manager: Chelsea Hamilton
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 jrosevear@clackamas.us	Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (971) 990-5677 chamilton@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Jill Palomaki	Program Representative: Shawna Johnson
Todos Juntos PO Box 645 Canby, OR 97013 (360) 607-4558	Todos Juntos PO Box 645 Canby, OR 97013 shawnaj@todos-juntos.net
FEIN: 93-1308023	

RECITALS

1. Todos Juntos (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based Spanish and English parent education class series' to parents and children, who are living in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.
2. SUBRECIPIENT will conduct parenting education courses in Spanish and English to parents of young children and adolescents. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **August 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon State University for its College of Public Health Grant Agreement.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon State University for its College of Public Health issued to COUNTY (**\$46,087**). The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$46,087**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that funds are no longer available for this purpose.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of funds shall remain with COUNTY.

Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- d. Has already accrued hereunder;
- e. Comes into effect due to the expiration or termination of the Agreement; or
- f. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with

the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement

8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of its services.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned”. All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. At no time may budget modifications change the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Oregon Community Foundation Oregon Parenting Education Collaborative.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
 - f) **Match.** Matching funds are not required for this Agreement.

- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

12. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.

- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

General Agreement Provision

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an

exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, 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 Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall 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, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

Waiver of Subrogation. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- a) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
- b) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- c) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- d) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- e) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- f) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- g) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- h) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- i) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

SUBRECIPIENT

Todos Juntos
PO Box 645
Canby, OR 97013

CLACKAMAS COUNTY

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

By: 
Eric Johnston, Executive Director

By: _____
Tootie Smith, Board Chair
Clackamas County

Dated: 9-3-2021

Dated: _____

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

EXHIBIT A-1 SCOPE OF WORK

PROGRAM GOALS

Oregon Community Foundation – Oregon Parenting Education Collaborative (OPEC) goals are to expand parenting education opportunities in Clackamas County, especially in areas and among populations where there is limited access with the intent of increasing parenting skills and knowledge of healthy child development and to promoting early learning and readiness for kindergarten.

PROGRAM ACTIVITIES AND EXPECTED OUTCOMES - classes may be facilitated in person or virtually to best meet the health and safety needs of the community. Outcomes measured by Parenting Skills Ladder survey, workshop evaluations and facilitator observations.

- By June 30, 2022 conduct one 10-session Spanish series of Make Parenting A Pleasure.
- By June 30, 2022 conduct one 8-session Spanish series of Abriendo Puertas.
- By June 30, 2022 conduct one 6-session English series of Active Parenting Now.
- By June 30, 2022 conduct one 6-session Spanish series of Active Parenting Now.
- By June 30, 2022 conduct one 6-session English series of Active Parenting Teens.

Provider: Todos Juntos
 Activity: Clackamas Parenting Together
 Contact: Eric Johnston | ejtodosjuntos2@gmail.com | 503.544.1513
 Contract Period: August 1, 2021 - June 30, 2022

Shawna Johnson
 503.341.3381 | shawnaj@todos-juntos.net

MAKE PARENTING A PLEASURE (Spanish)							
Activities/Outputs:	Intermediate Outcomes/Measurement Tool		Aug-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
By June 30, 2022, conduct one Spanish class series of Make Parenting A Pleasure (total of 10 sessions), with a minimum of 8 unduplicated parents. Classes must target families with children birth to 6 years old. Classes may be facilitated virtually or in person.	75% of participants in will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. 75% of participants will attend at least 70% of the 10 sessions offered. Measured by Parenting Skills Ladder survey, facilitator observations	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.	Indicate which quarter the fidelity checklist was completed:						
Facilitator must arrange with county staff one class site observation prior to week 8 of class duration for each series offered	Indicate which quarter the site visit was completed:						

ABRIENDO PUERTAS

Activities/Outputs:	Intermediate Outcomes/Measurement Tool		Aug-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
<p>By June 30, 2022, conduct one Spanish class series of Abriendo Puertas (total of 10 sessions), with a minimum of 8 unduplicated parents. Classes must target families with children birth to 6 years old. Classes may be facilitated virtually or in person.</p>	<p>75% of participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants will attend at least 70% of the 10 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.	Indicate which quarter the fidelity checklist was completed:						
Facilitator must arrange with county staff one class site observation prior to week 8 of class duration for each series offered	Indicate which quarter the site visit was completed:						

ACTIVE PARENTING NOW							
Activities/Outputs	Intermediate Outcomes/Measurement Tool		Aug-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
<p>By June 30, 2022, conduct one English class series of Active Parenting Now (total of 6 sessions), with a minimum of 8 unduplicated parents. Classes must target families with children birth to 6 years old. Classes may be facilitated virtually or in person.</p>	<p>75% of participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants will attend at least 70% of the 6 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.		Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered		Indicate which quarter the site visit was completed:					
Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total

<p>By June 30, 2022, conduct one Spanish class series of Active Parenting Now (total of 6 sessions), with a minimum of 8 unduplicated parents per series. Classes must target families with children birth to 6 years old. Classes may be facilitated virtually or in person.</p>	<p>75% of participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants will attend at least 70% of the 6 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							
<p>Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.</p>		<p>Indicate which quarter the fidelity checklist was completed:</p>					
<p>Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered</p>		<p>Indicate which quarter the site visit was completed:</p>					

ACTIVE PARENTING TEENS

Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
<p>By June 30, 2022, conduct one class series of Active Parenting Teens (minimum of 6 sessions), with a minimum of 8 unduplicated parents per series.</p> <p>These series:</p> <ol style="list-style-type: none"> 1. Must target rural Clackamas County families with children 8 – 18 years old 2. May be facilitated in Spanish or English 3. May be facilitated virtually or in person 	<p>75% of parent participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants will attend at least 70% of the total sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		# of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022.	Indicate which quarter the fidelity checklist was completed:						
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered	Indicate which quarter the site visit was completed:						

Children, Family & Community Connections Division
Work Plan 2021-22
Comments and Narrative

*Please include in narrative sections successes and challenges of your parenting programs.
Also include marketing timelines and strategies as well as appropriate family or program success stories.*

July-September:

October-December:

January-March:

April-June:

Exhibit B: Budget

Exhibit B: Budget			
Contractor:	Todos Juntos		OPEC
Program:	Parenting Education		
Address:	PO Box 645		
	Canby, OR 97013		
Contact Person:	Shawna Johnson	Contract #:	
Phone Number:	503-341-3381	Contract Term:	8/1/21-6/30/22
E-mail:	shawnaj@todos-juntos.net		
Budget Category	Approved Budget (OSU-SSA)	Approved Budget (OSU)	Total Budget
<u>Personnel</u>			
Parenting Educators	\$ 11,520.00	\$ 2,240.00	\$ 13,760.00
Program Director & Admin	\$ 7,875.00	\$ 3,375.00	\$ 11,250.00
Fringe	\$ 2,909.00	\$ 842.00	\$ 3,751.00
	\$ 22,304.00	\$ 6,457.00	\$ 28,761.00
<u>Administration</u>			
Admin	\$ 2,013.00	\$ 863.00	\$ 2,876.00
	\$ 2,013.00	\$ 863.00	\$ 2,876.00
<u>Program costs</u>			
Meals & Snacks, Food	\$ 7,100.00	\$ 2,400.00	\$ 9,500.00
Parent Incentives	\$ 850.00	\$ 400.00	\$ 1,250.00
Childcare & Program Supplies	\$ 1,700.00	\$ 800.00	\$ 2,500.00
Facilitator Training & Travel	\$ 1,200.00	\$ -	\$ 1,200.00
	\$ 10,850.00	\$ 3,600.00	\$ 14,450.00
Total Budget	\$ 35,167.00	\$ 10,920.00	\$ 46,087.00

EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

Schedule and Requirements:

Due **monthly** by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 8th of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report

Quarterly due dates:

- July – September Due October 8, 2021
- October – December Due January 8, 2022
- January – March Due April 8, 2022
- April – June Due July 8, 2022

EXHIBIT D-1: REIMBURSEMENT REQUEST

Exhibit D-1: REQUEST FOR REIMBURSEMENT					
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:					
<ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request <i>(The Monthly Activity Report is NOT required on months when quarterly reports are due).</i> 					
Contractor: Todos Juntos				Contract Number:	
Address: PO Box 645				Report Period:	
Canby, OR 97013					
Contact Person: Eric Johnston				OPEC Program	
Contact Info: ejtodosjuntos@comcast.net					
Term: August 1, 2020-June 30, 2021					
Budget Category	Budget (SSA) - AP 4th, MPAP & Abriendo	Budget (ODHS) - Active Parenting Teens	Current Draw Request	Previously Requested	Balance
<u>Personnel - SSA</u>					
Parenting Educators	\$ 11,520.00		\$ -	\$ -	\$ 11,520.00
Program Director & Admin	\$ 7,875.00		\$ -	\$ -	\$ 7,875.00
Fringe	\$ 2,909.00		\$ -	\$ -	\$ 2,909.00
<u>Personnel - ODHS</u>					
Parenting Educators		\$ 2,240.00	\$ -	\$ -	\$ 2,240.00
Program Director & Admin		\$ 3,375.00	\$ -	\$ -	\$ 3,375.00
Fringe		\$ 842.00	\$ -	\$ -	\$ 842.00
	\$ 22,304.00	\$ 6,457.00	\$ -	\$ -	\$ 28,761.00
<u>Administration</u>					
Admin SSA	\$ 2,013.00		\$ -	\$ -	\$ 2,013.00
Admin ODHS		\$ 863.00	\$ -	\$ -	\$ 863.00
	\$ 2,013.00	\$ 863.00	\$ -	\$ -	\$ 2,876.00
<u>Program Costs - SSA</u>					
Meals & Snacks, Food	\$ 7,100.00	\$ -	\$ -	\$ -	\$ -
Parent Incentives	\$ 850.00	\$ -	\$ -	\$ -	\$ 850.00
Childcare & Program Supplies	\$ 1,700.00	\$ -	\$ -	\$ -	\$ -
Facilitator Training & Travel	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00
<u>Program Costs - ODHS</u>					
Meals & Snacks, Food	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -
Parent Incentives	\$ -	\$ 400.00	\$ -	\$ -	\$ 400.00
Childcare & Program Supplies	\$ -	\$ 800.00	\$ -	\$ -	\$ -
	\$ 10,850.00	\$ 3,600.00	\$ -	\$ -	\$ 14,450.00
Total Budget	\$ 35,167.00	\$ 10,920.00	\$ -	\$ -	\$ 46,087.00
<i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.</i>					
CERTIFICATION					
<i>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.</i>					

EXHIBIT D-2: MONTHLY ACTIVITY REPORT

August 1, 2021 through June 30, 2022

Agency: Todos Juntos

Funded Service: Evidence-Based Parenting Education

Program Contact: Shawna Johnson

Contact Info:

*This report covers the fiscal year starting **August 1, 2021 through June 30, 2022.** Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

1. Total number of participants served during the month with the funding allocated for this programming:

Number of adult participants:

Number of children:

Number of unduplicated adults to date:

2. Activities that were conducted during the month with the funding allocated for this programming:

3. Issues related to service delivery and how those issues were addressed.

Person(s) completing this form:

Date:

September 30, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Application for Federal Lands Access Program Funds for Continuing Operations of the Mt Hood Express in the amount of \$838,500 from Western Federal Lands No County General Funds are Required.

Purpose/Outcomes	Approval to apply for Federal Lands Access Program Funds through Western Federal Lands for continuing operations of the Mt Hood Express public transit service. These funds have supported expanded service to Government Camp and Timberline Lodge since 2013.
Dollar Amount and Fiscal Impact	\$838,500. Funds would pay for additional daily bus times to Government Camp and also for bus service to Timberline Lodge. Funds are required to avoid future service reductions. Match funds will be provided by public-private partnerships funds from two ski resorts.
Funding Source	Western Federal Lands
Duration	October 1, 2022 to September 30, 2025
Previous Board Action	Approval of funding agreement 8/29/13, Board Order #082913-A1
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 transportation needs for seniors, persons with disabilities and low income job seekers.
Counsel Review	This is a Grant application. Not subject to County Counsel Review
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Grant application. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	N/A

BACKGROUND:

The Social Services Division of the Department of Health, Housing and Human Services requests approval to apply for a grant for Federal Lands Access Program funds from Western Federal Lands for continuing operations of the Mt Hood Express public transit service.

Clackamas County Social Services (CCSS) has operated the Mt Hood Express public bus service since 2007. In October, 2013, with the award of Federal Lands Access Program funds, the service was

Healthy Families. Strong Communities.

expanded to include daily service to Government Camp and Timberline Lodge. The initial application was completed jointly with the City of Sandy and also provided funding for bus service between Sandy and Gresham, providing a vital transit link throughout the Portland Metro area and beyond. While ridership numbers are currently impacted by COVID, the service has historically provided over 72,000 rides per year to access work, education, and recreational opportunities on Mt. Hood.

The 2021 Oregon Federal Lands Program solicitation will provide essential funding to sustain the current level of transit service for both Mt Hood Express and the City of Sandy's transit program. Without these funds, there will be approximately a 40% decrease in public transit service levels. The current application will be completed in partnership with the City of Sandy and endorsed by the US Forest Service.

The total amount of the proposed application will be up to \$838,500 for continuing operations of the Mt Hood Express. The grant, if awarded, would have no effect on staffing. The match requirements will be met by a public-private partnership with local partners that has existed for the last 8 years.

RECOMMENDATION:

We recommend the approval to apply for this grant.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing and Human Services Department

Financial Assistance Application Lifecycle Form

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

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

** CONCEPTION **

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

Award type: Direct Appropriation (no application)
 Subrecipient Award Direct Award
 Award Renewal? Yes No

Lead Department & Fund: Dept of Health Housing and Human Services- Social Services DI

If renewal, complete sections 1, 2, & 4 only. If Direct Appropriation, complete page 1 and Dept/Finance signatures only.
 If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC.

Name of Funding Opportunity: Federal Lands Access Program (FLAP)

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): Teresa Christopherson, Administrative Services Manager

Requestor Contact Information: teresachr@clackamas.us or 503-650-5718

Department Fiscal Representative: Jennifer Snook

Program Name and prior project # (please specify): Mt Hood Express Service Expansion (05357)

Brief Description of Project:

Since 2013, Federal Lands Access Program (FLAP) funds have allowed the Mt Hood Express public transit program to provide expanded bus from the Villages at Mt Hood area to Government Camp and Timberline Lodge. The Mt Hood Express (MHX) has been providing public transit service to commuters, visitors and residents of the Mt. Hood area for over 17 years with an Express Route to Timberline and the Villages Shuttle deviated fixed route to Rhododendron. The Express provides round-trip bus service from the City of Sandy to Timberline Lodge, seven days per week, six times a day, year-round, except for Thanksgiving Day and Christmas Day. During the peak season (December through March) additional runs are offered. The Villages Shuttle serves the mountain communities with a deviated round-trip route from the City of Sandy to Rhododendron, three times a day, seven days a week, year-round, except for holidays. Both transit services are closely coordinated with the City of Sandy's Sandy Area Metro (SAM) bus schedule for efficient and seamless transfers to and from Gresham and the Portland Metro areas. The strong growth in public transit ridership has reduced traffic congestion while increasing job opportunity, autonomy of riders and recreational tourism to the Mt. Hood area year-round. The FLAP funds have supported the growth of this service from a local shuttle between Sandy and Rhododendron to its current level of service and are essential to avoid any reductions in service going forward.

Name of Funding Agency: Western Federal Lands

Agency's Web Address for funding agency Guidelines and Contact Information:

<https://highways.dot.gov/federal-lands/programs-access>

OR

Application Packet Attached: Yes No

Completed By: Teresa Christopherson, Administrative Services Manager 8/31/21
Date

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

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

Competitive Application <input checked="" type="checkbox"/>	Non-Competing Application <input type="checkbox"/>	Other <input type="checkbox"/>
CFDA(s), if applicable: <u>20.224</u>	Funding Agency Award Notification Date: <u>TBD</u>	
Announcement Date: <u>7/12/21</u>	Announcement/Opportunity #: <u>HFL-17</u>	
Grant Category/Title: <u>2021 Oregon Federal Lands Access</u>	Max Award Value: <u>\$838,500</u>	
Allows Indirect/Rate: <u>No (not used for staffing)</u>	Match Requirement: <u>10.27% from private partners</u>	
Application Deadline: <u>10/7/21</u>	Other Deadlines: _____	
Award Start Date: <u>10/1/22</u>	Other Deadline Description: _____	
Award End Date: <u>9/30/25</u>		
Completed By: <u>T Christopherson</u>	Program Income Requirement: <u>N/A</u>	
Pre-Application Meeting Schedule: <u>N/A continued funding</u>		

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/funding opportunity 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 funding opportunity? How will we meet these objectives?

4. Does the grant/financial assistance 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/financial assistance funding opportunity 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 sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, would this grant/financial assistance 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/funding opportunity?

2. How will 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 funding?

Fiscal

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

2. Are other revenue sources required, available or will be used to fund the program? Have they already been secured? Please name other sources, including General Fund or Fund Balance and amounts.

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/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

Program Approval:

Teresa Christopherson 8/31/21

Teresa D.
Christopherson

Digitally signed by Teresa D
Christopherson
Date: 2021.08.31 15:41:11 -0700

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin		Brenda Durbin <small>Digitally signed by Brenda Durbin Date: 2021.09.01 11:22:15 -07'00'</small>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Rodney A. Cook	9/7/21	
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Christa Bosserman-Wolfe	9/7/21	
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF 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.**

September 30, 2021

Clackamas County
Board of Commissioners

Members of the Board:

Approval to execute Amendment #1 to the Short-term Revenue Sharing Agreement between Clackamas County and Metro Regional Government to extend the terms to ensure Clackamas County continues to receive revenues collected from Measure 26-210 until the IGA is fully executed

Purpose/Outcomes	To extend the SHS Revenue Sharing Agreement until November 1, 2021, with the option to extend for additional one-month periods upon written consent of all parties. The purpose of the extension is to enable revenue to continue to flow while negotiations of the IGA with Metro Regional Government continue.
Dollar Amount and Fiscal Impact	Clackamas County will receive 21.3% of income taxes collected for this measure. Measure 26-210 is projected to bring up to \$32.2M for Clackamas County in FY21-22 with much of it coming in the 4th quarter.
Funding Source(s)	Measure 26-210 Supportive Housing Services Revenue
Duration	Extension of up to November 1, 2021, with potential extensions upon agreement of the parties.
Previous Board Action	September 21, 2021 – Amendment #1 presented at Issues July 1, 2021 – Approval by the Board of the Revenue Sharing Agreement with Metro that ends October 1, 2021 or when the IGA is executed, whichever is first. June 29, 2021 – Policy Session for the short-term Revenue Sharing Agreement
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Build public trust through good government
Counsel Review	9/15/21 - Andrew Naylor
Contact Person	Rodney Cook, Director of H3S, 503.650.5677
Contract Number	N/A

BACKGROUND:

Health, Housing and Human Services Department (H3S), requests approval to execute an amendment to the Short-Term Revenue Sharing Agreement between Metro and Clackamas County, Washington County and Multnomah County to ensure Clackamas County continues to receive revenues from Measure 26- 210. Amendment #1 will extend the terms of the agreement to November 1, 2021, with the option to renew for additional one-month periods upon written consent of the parties.

IGA negotiations are underway but a final IGA will not be executed by all parties by October 1, 2021. Although the anticipated funding may come in slower than originally forecasted, some funding has already been collected and continues to be collected. The revenue agreement is the mechanism needed to allow funding collected and being collected to flow from Metro to Clackamas County without further delay.

RECOMMENDATION:

Staff recommends that the Board approve Amendment #1 to the revenue agreement between Metro, Clackamas County, and the other county partners. With respect to the optional additional extensions, staff requests that this Board delegate authority to approve those additional extensions to Commissioner Tootie Smith, Chair, or to the County Administrator. It is unclear if any extensions will be necessary. If the Board does not wish to delegate authority, staff will present additional extension requests if/when they arise.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing and Human Services

AMENDMENT No. 1
TO
REVENUE SHARING AGREEMENT

This AMENDMENT NO. 1 TO REVENUE SHARING AGREEMENT ("Amendment") is by and between Metro Regional Government, a municipal corporation of the state of Oregon ("Metro"); Clackamas County, a political subdivision of the state of Oregon ("Clackamas"); Multnomah County, a political subdivision of the state of Oregon ("Multnomah"); and Washington County, a political subdivision of the state of Oregon ("Washington"). Washington, Multnomah, and Clackamas each are a "County" and are collectively referred to as the "Counties"; all parties to the Amendment are a "Party" and they are collectively referred to as the "Parties".

Recitals

WHEREAS, the Parties are parties to the Revenue Sharing Agreement, effective June 1, 2021 ("Agreement"), which enables Metro to allocate funding collected from business and personal income taxes imposed by Metro under its Ordinance No. 20-1442 and Ballot Measure 26-210 (the "Measure"), which was approved by voters on May 19, 2020; and

WHEREAS, and as further set forth in the Agreement, the Counties use the Income Taxes to pay for supportive housing services consistent with each County's Metro-approved Local Implementation Plan; and

WHEREAS, the Parties entered the Agreement to allow the Parties more time to work on a comprehensive intergovernmental agreement for the that funding (the "SHS IGA"); and

WHEREAS, the Parties require more time to conclude negotiations on the SHS IGA and have agreed to extend the Term, defined below, of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

Agreement

1. **Term Extension.** The second sentence of the Agreement at **Section 1** is deleted and replaced with the following:

The Agreement shall run from the Effective Date until November 1, 2021, and thereafter shall renew for additional one month periods with the written consent of the Parties' (the "Term"). The Agreement shall terminate upon full execution of a SHS IGA by a County, unless otherwise terminated by a Party as provided in **Section 5**.

2. **Reporting.** The Counties will provide Metro a written update within thirty (30) days of execution of this Amendment. The written update will provide a summary of each County's use of funding received from Metro under the Agreement for supportive housing "wrap around" services or other uses consistent with the terms of the Measure.

3. **No Other Changes.** This Amendment does not change or otherwise affect any other term of the Agreement.

**AMENDMENT No. 1
TO
REVENUE SHARING AGREEMENT
Signature Page**

The Amendment may be executed in multiple counterparts and may be electronically signed. Any verified electronic signatures appearing on the Amendment are the same as handwritten signatures for the purposes of validity, admissibility, and enforceability. Any reproduction of the Amendment made by reliable means is considered an original.

Metro

Clackamas County

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Office of Metro Attorney Review:

Reviewed: CARRIE MACLAREN, ATTORNEY FOR METRO

Clackamas County Attorney Review:

Reviewed: STEPHEN MADKOUR, COUNTY ATTORNEY FOR CLACKAMAS COUNTY, OREGON

By: _____

Assistant Metro Attorney

By: _____

Assistant County Attorney

Date: _____

Date: _____

Multnomah County

Washington County

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Multnomah County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

Washington County Attorney Review:

Reviewed: TOM CARR, COUNTY ATTORNEY FOR WASHINGTON COUNTY, OREGON

By: _____

Assistant County Attorney

By: _____

Assistant County Attorney

Date: _____

Date: _____



DAN JOHNSON
DIRECTOR

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

September 30, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution Approving Tualatin Valley Fire & Rescue (TVF&R)
Fire Code Ordinance 2020-21

Purpose/Outcomes	To adopt a resolution approving the Tualatin Valley Fire & Rescue ordinance 2020-21 in accordance to ORS 478.924.
Dollar Amount and Fiscal Impact	Tualatin Valley Fire & Rescue provide services for a small portion of unincorporated Clackamas County. This ordinance has no fiscal impact on the county.
Funding Source	N/A
Duration	Ongoing
Previous Board Action	Scheduled for Issues on September 21, 2021.
Strategic Plan Alignment	<p>1. <i>How does this item align with your Department's Strategic Business Plan goals?</i> Ordinance 2020-01 helps to ensure emergency preparedness and disaster response by providing coordination with TVF&R for daily emergency responses and in the event of a natural disaster. This ordinance allows TVF&R to work through their ordinance to meet the Oregon Fire Code requirements.</p> <p>2. <i>How does this item align with the County's Performance Clackamas goals?</i> <i>By adopting the TVF&R ordinance 2020-01 it ensures we provide safe, healthy and secure communities to Clackamas county residents who are served by TVF&R. The ordinance also builds trust through good government by meeting the state statutes as required in ORS 478.924</i></p>
County Counsel Review	Reviewed and approved by County Counsel on 9-14-21 NB
Procurement Review	<p>1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/></p> <p>2. If no, provide brief explanation: There is no fiscal impact and procurement was not necessary for this ordinance adoption.</p>
Contact Person	Matt Rozzell, Building Codes Administrator (503) 742-4748

BACKGROUND:

Tualatin Valley Fire & Rescue (TVF&R) provides fire protection within portions of Clackamas County. TVF&R reviews and updates its fire code ordinance periodically to reflect changes in state codes, laws, and regulations. For TVF&R to maintain “exempt” fire district status with the State of Oregon, OAR 837-039-0015 requires adoption of regulations that are consistent with minimum state fire code standards. TVF&R Ordinance 2020-01 does that.

TVF&R is an “Exempt Jurisdiction” per OAR 837, Division 39, meaning that TVF&R has enacted adequate regulations conforming to state and national standards concerning fire prevention, fire safety measures, and building construction requirements for safety. TVF&R provides enforcement of those regulations. If adopted, these regulations would only apply in those areas of unincorporated Clackamas County served by TVF&R.

RECOMMENDATION:

Staff respectfully recommends adoption of a Resolution approving Tualatin Valley Fire & Rescue Fire Code Ordinance 2020-01.

Respectfully submitted,

Matt Rozzell

Matt Rozzell, Building Codes Administrator
Department of Transportation and Development

Attachments:

1. Resolution (with signed Tualatin Valley Fire & Rescue Ordinance 2020-01)
2. Tualatin Valley Fire & Rescue FAQ sheet

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

In the Matter of a Resolution
Approving Tualatin Valley Fire and
Rescue's Fire Code and Repealing
Past Resolutions



Resolution No. _____
Page 1 of 2

WHEREAS, Tualatin Valley Fire & Rescue is a rural fire protection district that provides fire protection within portions of Clackamas County; and,

WHEREAS, on February 25, 2020, pursuant to ORS 478, the Board of Directors of Tualatin Valley Fire & Rescue has adopted a new Fire Code, Ordinance 2020-01, that incorporates the latest Oregon Fire Code, including any amendments as adopted by the Office of the State Fire Marshal; and,

WHEREAS, the purpose of Ordinance 2020-01, and the associated Fire Code, is to establish the minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises and to provide for the safety of firefighters and emergency responders during emergency operations; and,

WHEREAS, ORS 478.924 requires the county to approve, by resolution, the fire prevention code adopted by Tualatin Valley Fire & Rescue if the county desires to have the adopted fire code apply within the portions of the county served by Tualatin Valley Fire & Rescue; and

WHEREAS, Clackamas County intends that the approval of Ordinance 2020-01 would supersede any past resolutions whereby the County may have approved fire prevention codes adopted by Tualatin Valley Fire & Rescue Tualatin Valley Fire.

NOW, THEREFORE, the Clackamas County Board of Commissions do hereby resolve:

Section 1. The Board approves the Tualatin Valley Fire and Rescue Fire Prevention Code Ordinance 2020-01, attached as Exhibit A. The attached ordinance shall apply within portions of Clackamas County served by Tualatin Valley Fire & Rescue.

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

In the Matter of a Resolution
Approving Tualatin Valley Fire and
Rescue's Fire Code and Repealing
Past Resolutions



Resolution No. _____
Page 2 of 2

Section 2. Any past resolutions whereby the County may have approved fire prevention codes adopted by Tualatin Valley Fire & Rescue Tualatin Valley Fire are hereby repealed.

Section 3. This resolution takes effect upon its adoption.

DATED this _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

ORDINANCE 2020-01

AN ORDINANCE ADOPTING FIRE CODES AND STANDARDS FOR TUALATIN VALLEY FIRE AND RESCUE, A RURAL FIRE PROTECTION DISTRICT, PROVIDING FOR A REASONABLE LEVEL OF LIFE SAFETY AND PROPERTY PROTECTION FROM THE HAZARDS OF FIRE, EXPLOSION OR DANGEROUS CONDITIONS IN NEW AND EXISTING BUILDINGS, STRUCTURES, AND PREMISES AND TO PROVIDE SAFETY TO FIREFIGHTERS AND EMERGENCY RESPONDERS DURING EMERGENCY OPERATIONS, AND REPEALING ORDINANCE 14-02.

WHEREAS, Tualatin Valley Fire & Rescue, A Rural Fire Protection District, has developed uniform fire regulations for the jurisdictions served; and

WHEREAS, Tualatin Valley Fire and Rescue, A Rural Fire Protection District, hereinafter referred to as the District, finds it necessary to adopt regulations that establish a minimum level of fire safety, thus does hereby adopt the following regulations; and now, therefore;

IT IS ORDAINED AS FOLLOWS:

TITLE AND FILING:

This ordinance, including the codes hereby adopted, shall be filed with Oregon State Fire Marshal’s office and shall be posted at each fire station as prescribed by ORS 478.940. From the date on which this ordinance shall take effect, provisions thereof shall be controlling within the territorial limits of the District and within each city and county within the District approving pursuant to ORS 478.924.

SCOPE:

The purpose of this code is to establish the minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises and to provide safety to firefighters and emergency responders during emergency operations as authorized by ORS 478.910.

SECTION I – ADOPTION OF THE DISTRICT’S FIRE CODE:

For the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, except as amended under Sections II, the Oregon Fire Code adopted by the Oregon State Fire Marshal, as it is replaced and amended from time to time, is hereby adopted as the District’s Fire Code. It is the intention of this ordinance that the District automatically adopts the latest Oregon Fire Code including any amendments as adopted by the Office of the State Fire Marshal without any additional action necessary by the District. Such codes and amendments are adopted on the effective date of the administrative rule adopted by the Office of State Fire Marshal.

SECTION II – ENFORCEMENT OF FIRE CODE

Notwithstanding provisions in the Oregon Fire Code authorizing or requiring inspections of buildings and premises, issuance of permits, review of plans testing of fire protection systems and equipment, or provisions providing for enforcement of the Code, such inspections, plan review, permits, testing, and enforcement of the Code shall be discretionary by the Chief and other individuals charged by the Chief with such activities. The District recognizes that it has limited financial resources with which to provide fire,

rescue, and other services and functions and is forced to make public policy decisions as to allocation of District resources. Although the District places a high priority on prevention, inspection, and maintenance of fire systems, due to financial limitations, it is the Board's policy to require inspections, plan review, permits or testing only so often as, and where necessary, to provide a reasonable level of fire and life safety. Accordingly, although the Fire Chief and other individuals charged by the Chief with these activities are encouraged to pursue them, performing such activities, as well as the scope and frequency of such activities, shall be within the discretion of the Fire Chief. It is the intention of the District to make clear that the District's duty to perform the inspections, plan review, issuance of permits and testing, or to take enforcement actions as set forth in the Code, is limited to providing a reasonable level of fire and life safety. Such actions are discretionary.

SECTION III – AMENDMENTS TO THE OREGON FIRE CODE:

There are no amendments to the Oregon Fire Code adopted by the Oregon State Fire Marshal

SECTION IV – FEES

Cost based fees may be imposed for plan review, inspections, permits or other fire code related services the District is authorized or required to provide under the Fire Code or other applicable statute or regulation, as prescribed in the District's Master Fee Schedule.

SECTION V – PENALTIES

Any person who violates any of the provisions of these regulations hereby adopted or fails to comply therewith, or violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statements, specification or plans submitted and approved thereunder and from which no appeal has been taken, or shall fail to comply with such an order as affirmed or modified by the Board of Appeals or by a court of competent jurisdiction within the time affixed herein, shall severally, for each and every such violation and non-compliance respectively, be guilty of a violation of the Fire Prevention Code as provided in ORS 478.930, punishable upon conviction as prescribed by ORS 478.990. All fines or punishments authorized upon conviction shall include the costs to the District to remedy the violation including costs of towing, storage, or removal of the hazard or obstruction if necessary.

The Chief or designated representative may bring a complaint in law or in equity to alleviate a violation of this ordinance as well as in addition to the rights to enforce said ordinance under the provisions of ORS 478.930 and ORS 478.990.

Reinspection fees may be applied for failure to correct violations in accordance with the District's Master Fee Schedule in addition to any other penalties.

SECTION VI – FIRE CODE BOARD OF APPEALS

As authorized by ORS 479.180, the District may establish a board of appeals. Such board of appeals may be implemented through bylaws and standard operating guidelines adopted by the District.

SECTION VII – REPEAL OF CONFLICTING ORDINANCES

The provisions of this ordinance, i.e., the Fire Code, shall be controlling within the territorial limits of the District and within each city and county within the District approving pursuant to ORS 478.924. If an existing fire code ordinance has been approved within any city or county within the District, the District

EXHIBIT A

desires that the existing fire code continue in effect until such time as the cities and counties within the District have approved this new Fire Code pursuant to ORS 478.924. Accordingly, all former ordinances or parts thereof, which are conflicting or inconsistent with the provisions of this ordinance or of the code or standards hereby adopted, are hereby repealed, effective on the effective date of this ordinance; provided, however, that Ordinance 10-02, 14-01 or 14-02 shall continue in effect in each city or county which has approved it until the city or county approves this Ordinance 2020-01. Further, prosecutions or violations under repealed ordinances may continue after the effective date of this ordinance.

SECTION VIII – VALIDITY

The District hereby declares that should any section, paragraph, sentence, or word of this ordinance or of the Codes or Standards hereby adopted be declared for any reason to be invalid, it is the intent of the District that it would have passed all other portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

SECTION IX – DATE OF EFFECT

The Board of Directors of the Fire District finds and determines that it is necessary and expedient that the provisions of this ordinance become effective 30 days following adoption, as authorized by ORS 198.570.

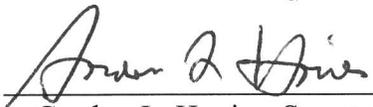
First reading by Title only this 28th day of January, 2020.

Second reading by Title only this 25th day of February, 2020.

PASSED by the District this 25th day of February, 2020.



Clark I. Balfour, President



Gordon L. Hovies, Secretary-Treasurer



Q If TVF&R’s elected board of directors already adopted this ordinance, why do cities and counties served by TVF&R need to pass a resolution approving it?

ORS 478.910 requires a fire district board to adopt their fire prevention code in accordance with ORS 198.510-198.600. Following adoption by TVF&R’s board, ORS 478.924 further mandates that any city or county within the district must also approve the fire code by resolution. If not adopted in a city or county, a legal uncertainty could exist about fire code enforcement, plan review services, application of local amendments, appeals board proceedings, and other related issues. The resolution is the mechanism required by state law to ensure that TVF&R has coordinated with city or county governments.

Q Why did TVF&R adopt a new fire code ordinance?

TVF&R reviews and updates its fire code ordinance periodically to reflect changes in state codes, laws, and regulations. For TVF&R to maintain ‘exempt’ fire district status with the State of Oregon, OAR 837-039-0015 requires adoption of regulations that are consistent with minimum state fire code standards. TVF&R Ordinance 2020-01 does that.

Q What is “Exempt Status?”

TVF&R is an “Exempt Jurisdiction” per OAR 837, Division 39, meaning that TVF&R has enacted adequate regulations conforming to state and national standards concerning fire prevention, fire safety measures, and building construction requirements for safety. TVF&R provides enforcement of those regulations.

Exempt status allows TVF&R to maintain local delivery of all services related to fire code compliance within TVF&R’s service area, including: Building official support, fire and arson investigation, fire code enforcement, and fire inspections. If TVF&R were not an “Exempt Jurisdiction”, the State Fire Marshal’s Office would have final jurisdiction over all matters related to fire code and fire investigations. Fire investigation services are best delivered at the local level to provide the highest degree of customer service for local government partners, residents, and businesses.

Q Does TVF&R have local amendments or deviations from the Oregon Fire Code?

No. An amendment was removed from TVF&R’s previous 2014 ordinance related to fire alarm verification since it is now captured in the adopted state code. (Alarm verification can reduce nuisance false alarms.)

Q Does approval of TVF&R’s ordinance give a city/county authority to enforce the fire code?

No. A resolution approving TVF&R’s ordinance does not transfer any authority for fire code enforcement to a city or county. Authority to administer and enforce the fire code is statutorily designated to the State Fire Marshal and local fire officials who serve as “deputies” to the State Fire Marshal.



Lauren MacNeill
Director

RESOLUTION SERVICES
Public Services Building

September 30, 2021

2051 Kaen Road, PSB #210 / Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Consent Agenda item to approve receipt of FY2021-23 fund distribution from the Oregon Judicial Department for Family Law Mediation and Conciliation funds

Purpose/Outcome	Funds to support family law mediation and conciliation services in Clackamas County.
Dollar Amount and Fiscal Impact	\$1,056,341 in FY 2021-23. (\$528,170.50 in each of two years)
Funding Source	Oregon Judicial Department
Duration	July 1, 2021 through June 30, 2023
Previous Board Action/Review	BCC Study Session Sept. 28, 2021
Strategic Plan Alignment	This item aligns with our department plan by helping to address the issue of Family Structure, and offers families an opportunity to experience accessible, understandable, compassionate and successful conflict resolution services for domestic relations cases. Parties to domestic relation cases in Clackamas County will have access to mediation services that allow open dialogue and the opportunity to reach mutual agreement collaboratively and in the best interest of any involved children. This item aligns with the BCC goal to provide safe, healthy, and secure communities by focusing on the well-being of all our families and will help ensure the safety, health, and security of any involved children.
Counsel Review	NA – there is no contract or grant. Funds are distributed directly to Clackamas County annually.
Procurement Review	No Item is distributed annually from the State of Oregon Judicial Department.
Contact Person	Lauren Mac Neill or Amy Herman
Contract No.	NA

BACKGROUND: The State of Oregon budget provides funds annually to the Oregon Judicial Department (OJD) which help fund family court services in counties around the state. Resolution Services has received Family Law Conciliation fund revenue for many years and

was one of the first counties to begin receiving this funding. This year, the OJD allowed an increase of slightly 4% over the prior biennium distributions.

RECOMMENDATION: Staff recommends acceptance of these funds by the Clackamas County Treasurer on behalf of Clackamas County Resolution Services.

Respectfully submitted,

Amy Herman
Sr. Management Analyst
Resolution Services



**OREGON JUDICIAL DEPARTMENT
Office of the State Court Administrator**

August 10, 2021
(SENT BY EMAIL)

County of Clackamas
Clackamas County Finance
2051 Kaen Rd
Oregon City, OR 97045

Re: 2021-23 Distribution of Funds to County by OJD

I am writing to inform you of the 2021-23 biennium (July 1, 2021 – June 30, 2023) state distributions from the Oregon Judicial Department (OJD) that were legislatively funded for certain county provided programs including the County Law Library, County Mediation/Conciliation, and Local Court Facility Security programs. Currently, your county will receive the following amounts from OJD for each program for the 2021-23 biennium.

Law Library Distribution (2021 HB 5012, Section 7): \$692,771

The amounts provided in your distributions for Law Library services are based on revenues received from filing fees collected during the 2019-21 biennium in civil actions commenced in the circuit court for the county. You will receive two annual distributions, the first of which will be distributed in August 2021 and the second distribution will be made in August of 2022.

In addition, Oregon Laws 2017 Chapter 725, section 19, allows the governing body of the county, after consultation with the Presiding Judge of the circuit court, to use up to one half of the Law Library distribution for the purpose of providing the court's county funded mediation and conciliation services.

Finally, the State of Oregon Law Library is available to work with your county to identify cost-effective means of providing law library services. If your county is interested in discussing that topic, please contact State of Oregon Law Librarian Cathryn Bowie at 503.986.5921 or at Cathryn.E.Bowie@ojd.state.or.us

Mediation/Conciliation Distribution (2021 HB 5012, Section 6): \$1,056,341

You will also receive two annual distributions for Domestic Relations Mediation/Conciliation services based on your county's 2019-21 mediation/conciliation distribution. The first of distribution will be made in August 2021 and the second distribution will be made in August of 2022.

Local Court Security Distribution (2021 SB 5533, Section 20(2)): \$136,571

You will continue to receive court security funds from both the Oregon Judicial Department and any justice or municipal courts in your county, ORS 153.645(4). Your state funding will be sent in monthly distributions from OJD pursuant to ORS 1.178 and is based on historical funding in

your county from circuit court proceedings. Local courts – justice and municipal courts – will continue to send the portion of local court fines that support local court security plans directly to the county. Any funds from those local courts should, by statute, be deposited into the county Local Court Facility Security Account pursuant to ORS 1.182.

If you have any questions, please email me at David.T.Moon@ojd.state.or.us.

Sincerely,

David Moon
Director, Business and Fiscal Services Division

cc: Nancy Cozine, State Court Administrator
Presiding Judge (of Circuit Court in County)
Trial Court Administrator (of Circuit Court in County)

Financial Assistance Application Lifecycle Form

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

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

**** CONCEPTION ****

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

Award type: Direct Appropriation (no application)
Subrecipient Award Direct Award
Award Renewal? Yes No

Lead Department & Fund: _____

If renewal, complete sections 1, 2, & 4 only. If Direct Appropriation, complete page 1 and Dept/Finance signatures only.
If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

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 and prior project # (please specify): _____

Brief Description of Project:

Name of Funding Agency: _____

Agency's Web Address for funding agency 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 Application	Non-Competing Application	Other	
CFDA(s), if applicable:	_____	Funding Agency Award Notification Date:	_____
Announcement Date:	_____	Announcement/Opportunity #:	_____
Grant Category/Title:	_____	Max Award Value:	_____
Allows Indirect/Rate:	_____	Match Requirement:	_____
Application Deadline:	_____	Other Deadlines:	_____
Award Start Date:	_____	Other Deadline Description:	_____
Award End Date:	_____		_____
Completed By:	_____	Program Income Requirement:	_____
Pre-Application Meeting Schedule:	_____		_____

Additional funding sources available to fund this program? Please describe: _____

How much General Fund will be used to cover costs in this program, including indirect expenses? _____

How much Fund Balance will be used to cover costs in this program, including indirect expenses? _____

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/funding opportunity 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 funding opportunity? How will we meet these objectives?

4. Does the grant/financial assistance 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/financial assistance funding opportunity 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 sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, would this grant/financial assistance 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/funding opportunity?

2. How will 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 funding?

Fiscal

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

2. Are other revenue sources required, available or will be used to fund the program? Have they already been secured? Please name other sources, including General Fund or Fund Balance and amounts.

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/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

Program Approval:

Lauren Mac Neill

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 designee, if applicable)		
		<i>Lauren Mac Neill</i>
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
		<i>Elizabeth Comfort</i>
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF 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:	Denied:
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.**



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of contract with Voya Financial to provide record keeping services

Purpose/Outcomes	Approve the contract for record keeping services between Voya Retirement Insurance and Annuity Company, dba Voya Financial and the Clackamas County and the Housing Authority of Clackamas County Deferred Compensation 457(b) Retirement Plans.
Dollar Amount and Fiscal Impact	Assuming an average \$25 million per year increase to Deferred Compensation plan assets we estimate the cost over the duration of the 5 year contract to be as follows: FY 21-22 \$247,500; FY 22-23 \$275,000; FY 23-24 \$302,500; FY 24-25 \$330,000; FY 25-26 \$357,000. All fees come from participant contributions. There are no fees paid directly by the County.
Funding Source	Deferred Compensation Plan Participant Fees
Duration	Implementation 10/1/2021 with the initial expiration of December 31, 2026. The Contract has four (4) optional 1-year renewals thereafter.
Previous Board Action	Policy Session 02/23/2021
Strategic Plan Alignment	1. This project provides cost-effective, responsive and comprehensive Deferred Compensation plan benefits to Clackamas County and Housing Authority plan participants. 2. This project directly supports Human Resource's Strategic Result #5 to align wellness programs with workforce needs.
Counsel Review	Date of Counsel review: 09-14-2021 Initials of County Counsel performing review. AN
Procurement Review	Was the item processed through Procurement? yes X no <input type="checkbox"/> If no, provide brief explanation:
Contact Person	Kristi Durham, HR Benefits Manager 503-742-5470
Contract No.	#4028

BACKGROUND:

A Deferred Compensation 457(b) Plan record keeper provides services to plan participants and the plan sponsor in the areas of retirement investments, timely processing of enrollments and contributions, participant education (digital, print & in-person) and the administration of withdrawals, distributions, appeals and domestic relations orders.

The Board of County Commissioners is the primary fiduciary for the Deferred Compensation 457(b) Retirement Plan provided to eligible County employees. A function of this fiduciary responsibility includes providing plan participants with the best plan at the lowest possible price by choosing record keepers and investment consultants that meet those needs.

The last record keeper RFP was completed in 2008 and with VOYA's current contract expiring it was necessary from a fiduciary standpoint to see what had changed in the record keeper marketplace since then. Another benefit to this competitive process is the opportunity to reduce participant fees.

The Deferred Compensation Committee with the assistance of our investment consultant NW Capital Management and County Procurement carried out the RFP process.

A sub-committee consisting of four committee members evaluated the proposals submitted by vendors in response to RFP #2020-30. After all proposers submitted their Best and Final Offers regarding their fees, the sub-committee invited the top two scorers, VOYA and Prudential for interviews. Final sub-committee scores submitted after the interviews established VOYA at #1 with Prudential close behind at #2.

The sub-committee presented its findings to the rest of the Deferred Compensation Committee who unanimously voted in a public meeting to submit the recommendation to the Board of County Commissioners that VOYA Retirement Insurance and Annuity Company, dba VOYA Financial be awarded the contract.

On February 23, 2021, the Board granted approval to enter into contract negotiations for record keeping services with Voya Retirement Insurance and Annuity Company, dba Voya Financial for the Clackamas County and the Housing Authority of Clackamas County Deferred Compensation 457(b) Plans.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on August 6, 2020. Proposals were opened on September 24, 2020. . The County received five (5) proposals from: Great West Life dba Empower Retirement, ICMA-RC, Lincoln Retirement Service Company, Prudential Investment Management Services and Voya Retirement and Insurance Company. The evaluation committee consisted of 12 county employees and two from the County's consultant Northwest Capital Management. After a series of questions and interviews with the proposers, the evaluation committee recommended to the Board that Voya Retirement and Insurance Company be awarded the Contract. Upon Contract award, the final statement of work was negotiated and finalized.

RECOMMENDATION:

Staff respectfully recommends that the Board approve and sign this Deferred Compensation Record Keeper Contract between Voya Retirement Insurance and Annuity Company, dba Voya Financial and the Clackamas County and the Housing Authority of Clackamas County Deferred Compensation 457(b) Retirement Plans and requests to be added to the September 30, 2021 Consent Agenda.

Sincerely,

Kristi Durham

Digitally signed by Kristi
Durham
Date: 2021.09.15
10:47:13 -07'00'

Kristi Durham,
HR Benefits Manager

Placed on the BCC Agenda _____ by Procurement

**Clackamas County & Clackamas Housing Authority
457(b) Deferred Compensation Plan “666890 & 666891”**

**RETIREMENT PLAN SERVICES AGREEMENT
County Contract # 4082**

(RFP 2020-30 Deferred Compensation Record Keeper)

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RETIREMENT PLAN SERVICES AGREEMENT

This Agreement is made and entered into this 1st day of **October, 2021**, by and among **Clackamas County, Oregon**, (the "Plan Sponsor") and **Voya Retirement Insurance and Annuity Company** ("VRIAC"), a corporation organized and existing under the laws of the State of Connecticut and **Voya Financial Partners, LLC** a limited liability company organized and existing under the laws of the State of Delaware and registered as a broker-dealer under the federal securities laws (the "Broker-Dealer"). VRIAC and the Broker-Dealer are hereinafter collectively called the "Contractor." This Agreement governs the services the Contractor will provide to **Clackamas County** and **Clackamas County Housing Authority Deferred Compensation Plan** (the "457(b) Plans"), and unless specified otherwise, will collectively be referred to herein as the "Plan". This Agreement is separate and apart from any other contract issued to the Plan or Plan Sponsor by VRIAC, including any group annuity contract, funding agreement, or custodial / trust agreement.

RECITALS

WHEREAS, the Plan will be construed, administered and enforced according to the Internal Revenue Code (the "Code") and the laws of the jurisdiction of issue identified in section 5.06; and

WHEREAS, the Plan Sponsor has selected certain investment products offered or otherwise made available by or through VRIAC or the Broker-Dealer, respectively, for the investment of the Plan's assets (the "Program"); and

WHEREAS, the Plan Sponsor further wishes to engage the Contractor as an administrative service provider to facilitate the administration of the Plan by providing services that shall include without limitation, accounting for deferrals or contributions, disbursement of funds, withholding of taxes, investment education, retirement counseling, investment of assets in the appropriate Plan investment options and proper recordkeeping of participant accounts; and

WHEREAS, the Contractor wishes to provide such administrative services to the Plan.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties do hereby agree as follows:

Section 1. Services

- 1.01 Good Order: The Contractor and the Plan Sponsor acknowledge that for purposes of this Agreement "Good Order" is defined as the receipt at the Contractor's designated location of a transaction request, instructions or data that is complete, accurate and in an acceptable format, and which do not require the Contractor to apply any research or discretionary judgment. To qualify as current business day instructions, a transaction request, instructions or data sent electronically, by telephone, facsimile or mail must be received by the Contractor no later than the close of the New York Stock Exchange ("NYSE") (typically 4:00 p.m. ET). If the Contractor receives a transaction request, instructions or data in Good Order after the close of the NYSE, the Contractor will process the data or request on the next business day that the NYSE is open. The parties understand and acknowledge that a transaction request, instructions or data deemed by the Contractor as being received not in Good Order may be returned for correction and processed upon resubmission in Good Order.
- 1.02 Allocation of Contractor Responsibilities: The Broker-Dealer or other broker-dealers with which Voya Financial Partners, LLC has a selling agreement shall service or perform all marketing communications, enrollment and securities transactions settlement and processing functions assigned to the Contractor. VRIAC shall perform all other responsibilities assigned to the Contractor, including Plan and participant recordkeeping. For plans that have multiple providers of investment products and administrative services, VRIAC will provide recordkeeping services solely for that portion of the Plan utilizing assets record kept by the Contractor.
- 1.03 Plan Specifications: The relevant characteristics of the Plan that will govern the administration of the Plan are documented within the Plan Specifications section of this Agreement.
- 1.04 Scope of Services: The Contractor agrees to provide the Plan with the services listed on Schedule A for the term of this Agreement.

- 1.05 Administrative Requirements: The Contractor agrees to comply with the requirements set forth on Schedule B in the performance of this Agreement.
- 1.06 Performance Standards: The Contractor agrees to comply with the standards set forth on Schedule C in the performance of this Agreement. At the Plan Sponsor's request, the Contractor shall report to the Plan Sponsor how it measures compared to these performance standards (See Schedule C, Performance Standards). Any non-performance fee payable pursuant to the terms of this Agreement shall be in addition to any damages or other remedies available to the Plan, participants or the Plan Sponsor hereunder. The Contractor and the Plan Sponsor will review these performance standards at the Plan Sponsor's request and make adjustments as necessary and mutually agreed.
- 1.07 Selection of Investment Options: The Plan Sponsor acknowledges that it is responsible for choosing the investment options to be made available to participants under the Plan. The Contractor agrees to provide Plan participants with a selection of investment options.
- 1.08 Investment Provider Minimum Standards: Subject to the minimum standards set forth in Schedule D, the Contractor will provide its administrative services in connection with the Plan Sponsor's selection of investment products to fund the Plan.
- 1.09 Modification to Investment Options: In order to confirm the fund selected by the Plan Sponsor can be record-kept by the Contractor, the addition or removal of any investment option to the Plan must be mutually agreed to by the Contractor and the Plan Sponsor and will be made in accordance with a mutually agreed upon schedule for implementing the change.
- (1) Subject to mutual agreement between the parties to add an investment option;
 - (i) The Plan Sponsor may direct the Contractor to add or remove an investment option from the range of investment products the Contractor currently offers, and that are currently available in the Program, upon forty-five (45) days written notice of the proposed change.
 - (ii) The Plan Sponsor may direct the Contractor to add an investment option that the Contractor does not currently offer or an investment option that the Contractor currently offers but is not currently available in the Program, upon at least ninety (90) days written notice of the proposed change. Any investment option additions made pursuant to this Subsection 1.09(1)(ii) will be made in accordance with the Contractor's scheduled quarterly fund updates.
 - (2) The Contractor reserves the right to reject any new investment option that imposes short-term trading (redemption) fees on participant accounts.
 - (3) To the extent an existing investment option imposes short-term trading (redemption) fees on participant accounts, the investment option may be discontinued or short-term trading (redemption) fees may be deducted from participant accounts.
- 1.10 Limits Imposed by Underlying Funds: The Plan Sponsor understands and acknowledges that orders for the purchase of fund shares may be subject to acceptance by the fund. The Contractor reserves the right to reject, without prior notice, any allocation of payments to the variable investment option (which, depending on the Contractor's product offering, may be a fund offered directly to the Plan, or a subaccount of a separate account which in turn invests in an underlying fund), if the Contractor's purchase order for the corresponding fund is not accepted by the fund for any reason.
- 1.11 Limits Imposed by Contractor on Frequent Transfers: The Plan Sponsor understands and acknowledges that the investment products offered or otherwise made available by or through the Contractor are not designed to serve as vehicles for frequent trading in response to short-term fluctuations in the market. Such frequent trading can disrupt management of a fund and raise its expenses. This in turn can have an adverse effect on fund performance. Accordingly, the Plan Sponsor agrees to adhere to the Contractor's current Excessive Trading Policy, as set forth in Schedule E (the "Excessive Trading Policy"). The Contractor reserves the right to modify the Excessive Trading

Policy in whole or in part at any time and without prior notice, depending on the needs of the underlying fund(s), the best interest of contract owners and fund investors, and/or state or federal regulatory requirements.

- 1.12 Access to Investment Advice: The Contractor agrees to make available to Plan participants, an independent third party online investment advisory service, as specified in separately signed agreements.
- 1.13 Access to Self Directed Brokerage Account: The Contractor agrees to make available to Plan participants, a self directed brokerage account option ("SDBO"), as specified in a separately signed agreement.

Section 2. Participant Information

- 2.01 Provision of Certain Participant Information: The Plan Sponsor or its authorized representative shall facilitate the transmission to the Contractor of all current Plan participant level records including, but not limited to: name; address; social security number; active or terminated employment status; loan information; and deferral amount information. The Contractor shall be able to rely on the information provided by the Plan Sponsor. We are not responsible for any errors, omissions or other inaccuracies in the data you or an unaffiliated third party, including without limitation, prior service providers furnish us. Over the term of this Agreement, the Contractor and the Plan Sponsor will develop procedures for the Plan Sponsor to notify the Contractor of changes in employment status and, to the extent the Plan Sponsor has knowledge of the death of any participant, the Plan Sponsor will notify the Contractor of such death. The Plan Sponsor shall provide such information on a timely basis and use its best efforts to assure the accuracy and completeness of all information provided to the Contractor.
- 2.02 Changes in Deferral or Contribution Information; New Participant Deferral or Contribution Information: The Contractor and the Plan Sponsor will develop procedures to coordinate the processing of (i) changes in deferral or contribution amount information and (ii) initial deferral or contribution information pertaining to participants joining the Plan on or after the date the Contractor commences the provision of services under this Agreement. Specific rules apply for when 457(b) deferral elections can begin. Generally the requirement is that the election be made by the last day of the month prior to the month in which the deferral is implemented. The Plan Sponsor is responsible for ensuring that payroll contributions representing the deferral elections are made in compliance with this requirement.
- 2.03 Participants' Ability to Direct Investments: Participants shall have the ability to choose their investment allocations and to make participant-directed transfers between investment options, subject to any limitations of the Plan and of the Contractor's investment product. If the Plan is or becomes subject to ERISA, or is otherwise employer-controlled, the Plan Sponsor hereby provides written direction to the Contractor allowing participants to make such investment choices, subject to the Plan Sponsor's right to revoke this authorization if allowed by the Plan.
- 2.04 Restricting Participant Accounts (Administrative Holds): The Plan Sponsor directs the Contractor to place an administrative hold on a participant's account upon receipt of a signed or draft domestic relations order (DROs) or joinder, federal tax levy, or upon the receipt of other types of court orders that assert a claim to plan benefits. Placing an administrative hold on the participant's account(s) will prevent the participant from taking distributions, including loans. The participant will continue to have the ability to make allocation changes and fund transfers to account. With the exception of DROs, the restriction will remain on the account until such time that the Contractor is advised to remove the administrative hold either by the Plan Sponsor or upon receipt of a court order indicating that the matter has been resolved and the hold is no longer needed.

Administrative holds placed on a participant's account due to DROs shall remain on the account for a period up to 18 months, or if earlier, until the date the Contractor is advised to remove the administrative hold either by the Plan Sponsor or a court order indicating that the matter has been resolved and the hold is no longer needed. If a subsequent order is received a new 18-month period will be activated.

Notwithstanding the foregoing, with respect to joinders issued pursuant to California Family Code 9 (if applicable), Section 2060, the restriction will not be removed until the Contractor receives either: (1) a QDRO; (2) a court order vacating/dismissing the joinder; or (3) or a final judgment that awards the participant all of the plan benefits.

- 2.05 Power of Attorney, Guardianship or Conservatorships: The Contractor will determine the validity of the documentation received relative to a power of attorney, guardianship or conservatorship. Once the documentation is determined to be in Good Order, the Contractor will set up or modify the existing account as directed in the documentation received.

Section 3. Compensation

- 3.01 Contractor's Compensation: The Contractor's overall annual revenue requirement is 0.10% ("revenue required") and will assess an additional 0.06% as directed by the Sponsor to pay the Plans' consultant fees and other Plan expenses. The Contractor will assess a total Annual Asset-Based Service Fee of 0.16%. The Contractor's services under the Agreement are independent of the Plan Sponsor's selection of investment products offered by or through the Contractor, including the Voya Stable Value Fund 35. The mutual fund revenue sharing paid to the Contractor from such investment products, if any, shall not be a source of compensation for the services rendered under this Agreement, but will instead be returned to plan participants as outlined in Appendix I to Schedule F and herein referred to as the "fee levelization service." The Contractor will assess an Annual Asset-Based Service Fee of 0.16% to achieve the revenue required. The Annual Asset-Based Service Fee will be calculated monthly based on the average daily fund balances including the stability of principal option, and will be deducted monthly across all funds, on a pro rata basis excluding the Self Directed Brokerage Account, and/or any outstanding loan balances, if available. The fee will be deducted from the participant's money sources in the sequence elected by the Plan Sponsor for participant-initiated withdrawals in the Plan Specifications section of this Agreement. The Contractor reserves the right to revise the Annual Asset-Based Service Fee if plan characteristics change from what was originally assumed, or if the Plan Sponsor terminates the fee levelization service. Plan Sponsor reserves the right to re-negotiate the Annual Asset-Based Service Fee if plan service level as identified in Schedules A or M are no longer offered.

If, at any time during the contract period the County determines the proprietary Voya Stable Value Fund 35 no longer satisfies requirements of the County's Investment Policy Statement, the County may elect to replace the fund as an investment.

Additional transactional fees and charges may apply for optional services such as loans, investment advisory services and Self Directed Brokerage Account. Refer to Schedule F ("Additional Plan Services and Fees") for additional fees and charges.

- 3.02 Assumptions Regarding Pricing: Any fees, reimbursements, products and services rendered in connection with this Agreement are contingent on the Contractor being the exclusive provider of investment products and administrative services to the Plan during the Term of this Agreement and any subsequent renewal periods (as described in Section 4.01). The addition of any other provider or providers to the Plan during the Term of this Agreement and any subsequent renewal periods or changes in the Plan document may impact any fees, reimbursements, products and services under this Agreement. The Plan Sponsor will notify the Contractor of any such changes in a timely manner.

This Agreement and fees are contingent on the Plan provisions in effect on the date of this Agreement. Any amendment to the Plan may impact this Agreement and fees.

The Plan Sponsor understands and acknowledges that the compensation to the Contractor is subject to the certain general provisions, as set forth in Schedule G (the "General Compensation Provisions"). The Contractor reserves the right to modify the Indirect Compensation provisions in whole or in part at any time and without prior notice, depending on the needs of the underlying fund(s), the best interest of contract owners and fund investors, and/or state or federal regulatory requirements.

- 3.03 Reimbursement of Plan Expenses: The Contractor shall reimburse the Plan for reasonable administrative expenses as set forth in Schedule I as directed by the Plan Sponsor.
- 3.04 Compensation Paid to Sales Professionals:
The compensation paid to sales professionals will be derived exclusively from the Contractor's compensation, defined in Schedule G. Sales professionals may also be eligible for additional expense reimbursement.

Compensation may also be paid at the time of participant election of an annuitization distribution option and will be disclosed to the participant at the time the distribution option is elected.

- 3.05 Float: VRIAC and its affiliated companies (collectively referred to as “Voya®” for purposes of this Section 3.05) earn income in the form of bank service credits on contributions awaiting investment and on payments awaiting distribution from the bank accounts that Voya maintains (or “float”). The bank service credits are applied against the bank service fees that apply to the bank accounts that Voya maintains and may not be redeemed for cash. Specifically, the bank accounts have been established to receive and hold for a reasonable time:
- contributions or other amounts to be invested in your retirement Plan, or
 - amounts redeemed to pay a distribution or disbursement from your Plan.

Voya will receive income in the form of bank service credits (as described below) and offset such credits against bank service fees that are charged to Voya for the use of such bank accounts and for services provided by the banks for processing receipts or disbursements.

Float Generated by Contributions:

Voya uses a bank account to receive and hold contributions or other Plan deposit amounts to be invested. Contributions or other deposit amounts are held until authorized instructions are received in Good Order. Income in the form of bank service credits are earned on the bank account during any waiting period for authorized instructions. For authorized instructions received in Good Order, contributions or other deposit amounts will be invested on that business day. For authorized instructions received in Good Order after the close of the New York Stock Exchange, contributions or other deposit amounts will be processed on the next business day.

Float Generated by Distributions:

Voya receives income in the form of bank service credits in connection with distributions or disbursements that Voya pays on the Plan’s behalf. The bank service credits accrue during the period beginning when an amount is redeemed from the Plan’s investment to fund a distribution or disbursement check and ending when the check is presented for payment.

Additionally, from time to time, Voya may receive money market like rates of return on other deposit or short term investment products in which distributions may be held until such time as the check is presented for payment.

- 3.06 Transaction Processing: VRIAC seeks to avoid transaction processing errors to the greatest extent possible, but inadvertent errors do occur from time to time. When a transaction processing error for which VRIAC is directly responsible occurs, VRIAC will attempt to correct the error as soon as reasonably practicable after identification of the error. Once all necessary information has been gathered, VRIAC will promptly take corrective action to put the Plan and its participants in a position financially equivalent to the position they would have been in if the VRIAC processing error had not occurred.

VRIAC processes your Plan’s investment instructions on an “omnibus” or aggregated basis. If VRIAC’s correction of a VRIAC processing error results in a loss to your Plan or its participants, VRIAC will absorb the loss. If any gain results in connection with the correction of a VRIAC processing error, VRIAC will net any such gain against other losses absorbed by VRIAC and retain any resulting net gain as a component of its compensation for transaction processing services, including its agreement to make Plan and participant accounts whole for losses resulting from VRIAC processing errors. For more information on our error correction policy, please refer to Voya Retirement Insurance and Annuity Company’s Policy for Correction of Processing Errors (“VRIAC Policy”), which is included in Schedule J. The VRIAC Policy and any updates to the VRIAC Policy are posted in the Sponsor Disclosure section of Sponsor Web.

- 3.07 Installation Charge: N/A

- 3.08 Fund Management Fees: Fund management fees and other fund operating expenses will also apply to the variable investment options under the Plan. Fees depend on the investment options chosen.

Section 4. Term, Termination, and Amendment

- 4.01 Term: This Agreement shall commence on **October 1, 2021** and, unless sooner terminated as set forth in this Section 4, shall continue through December 31, 2026 (“Initial Term”) with four 1-year optional extensions thereafter. Either the Plan Sponsor or the Contractor may provide written notice to the other party of its intent not to renew this Agreement at least) one-hundred eighty (180) calendar days before the end of the then current term.
- 4.02 Termination Without Cause: At any time following the Initial Term, either the Plan Sponsor or Contractor may terminate this Agreement upon at least one-hundred eighty (180) calendar days’ advance written notice to the other party. The Plan Sponsor and Contractor may also mutually agree in writing to terminate this Agreement at any time.
- 4.03 Termination For Cause: Notwithstanding Section 4.01, either party may terminate this Agreement immediately at any time upon written notice “for cause.” For purposes of this Agreement, “for cause” shall mean: (1) failure of the other party to comply substantially with this Agreement and the attached schedules hereto which, when called to the attention of the other party in writing has not been corrected within thirty (30) calendar days of such notice; (2) the fraud or embezzlement on the part of the other party or provider of investment advice; (3) if the other party ceases to conduct business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors; (4) failure of the other party to pay any fees under this Agreement following thirty (30) days’ notice with an opportunity to cure; or (5) if pursuant to Section 1.09 the Plan Sponsor requests the addition or removal of an investment option under the Plans, that is reasonably anticipated by the Contractor to result in a reduction in revenues under the Plans and no mutual agreement is reached between the parties on the recoupment of such lost revenues, the Contractor shall have the right to terminate this Agreement.
- 4.04 Transfer of Records: In the event of the termination of this Agreement, the Contractor shall provide all electronic data records to the Plan’s designated representative or to a new contractor in an agreed upon format at no cost and within 180 days of written notice of intent to terminate this Agreement.

Section 5. General

- 5.01 Circumstances Excusing Performance: Neither the Plan Sponsor nor the Contractor shall be liable to the other for any delays or damages or any failure to act due, occasioned, or caused by reason of restrictions imposed by any government or government agency, acts of God, strikes, labor disputes, action of the elements, or causes beyond the control of the parties affected thereby.
- 5.02 Business Recovery Plan: The Contractor acknowledges that it has a Business Recovery Plan in place for its computer environment, specifying steps to be taken in the event of a disaster. The plan is built around a worst-case scenario involving loss of the facility or loss of access to the facility. It is also adaptable to less severe disasters. Generally, there are three phases to the Contractor’s Business Recovery Plan:
- ♦ Immediate response, damage assessment and critical notifications
 - ♦ Environmental and operation restoration
 - ♦ Operational readiness, testing and business resumption.

A critical part of this plan is the Contractor’s System Recovery Plan, which itself has three components:

Hardware: the Contractor maintains a primary data center to support its mainframe applications and a portion of its mid-range and Intel based distributed environment. The Contractor has contracted with an outside vendor to provide hot site recovery capabilities for the primary data center in case of a site level disaster. The vendor maintains equipment that the Contractor will use to restore its applications in case of emergency. In addition, the Contractor has several data centers located throughout the U.S. with mid-range and distributed equipment to lessen the risk from any one site. On-site generators and UPS systems provide continuous power to the

Contractor's facilities. A fully redundant wide area network connects all of the data centers in the U.S. as well as to the hot site vendor facility.

Application software: the Contractor secures program libraries, to tape cartridges weekly, storing them in both on-site and off-site vaults.

Production data: the Contractor's system and database files are backed up periodically, many on a daily basis, to tape cartridges stored in both on-site and off-site vaults.

The Contractor's internal auditors have reviewed its disaster recovery procedures. Portions of the plan are tested on an annual basis.

- 5.03 Ownership and Use of the Content Copyright: Each party owns all right, title and interest in its pre-existing intellectual property. Plan Sponsor acknowledges and agrees that, except for plan sponsors pre-existing intellectual property, all information and content distributed through or displayed on a Contractor Web site, printed or electronic literature, including but not limited to all text, graphics, images, software applications and code, video, audio, and user interface design ("Content") is the property of the Contractor and its affiliates or its third party licensors. Plan Sponsor has a limited, non-exclusive license to use the Content during the term of this Agreement. If Plan Sponsor or any appointee thereof, provides the Contractor with Content for distribution or display on a Contractor Web site, or in printed or electronic literature, plan sponsor is responsible for obtaining permission from the owner or licensor for use of the Content.
- 5.04 Parties Bound: This Agreement and the provisions thereof shall be binding upon the respective parties and shall inure to the benefit of the same.
- 5.05 Applicable Law: This Agreement shall be construed in accordance with the laws of the State of Oregon, referred to as the jurisdiction of issue. The Contractor and the Plan Sponsor shall comply with all state and federal laws and regulations applicable to the services to be performed.
- 5.06 Mediation: The parties agree that any dispute regarding this Agreement or our services may be submitted to mediation or arbitration (or similar process) by a mutually agreed upon third party. The parties agree to negotiate in good faith concerning the terms and conditions of such submission.
- 5.07 Severability: If any provision of this Agreement shall be found to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of this Agreement and the remainder of this Agreement shall be construed and enforced as if said illegal or invalid provision had never been inserted herein. Neither party shall be required to perform any services under this Agreement which would violate any law, regulation or ruling.
- 5.08 Acknowledgment: The Plan Sponsor acknowledges the following.
- (a) The Contractor is performing non-discretionary, ministerial administrative services at the direction of the Plan and its authorized representatives.
 - (b) Neither the Contractor nor its affiliates is the Plan administrator or a fiduciary under state law, the Investment Advisors Act of 1940 or, as applicable ERISA, and the Contractor is not responsible for the selection or supervision of fiduciaries to the Plan or of service providers not associated with the Contractor.
 - (c) The Plan Sponsor is solely responsible for maintaining the qualified status of the Plan, if applicable.
 - (d) The Plan Sponsor has consulted with a tax or legal advisor regarding the tax consequences of the Plan.
 - (e) The Plan Sponsor is responsible for selecting the Plan design and investment options that best meet its objectives. The Plan Sponsor understands that it has selected a program that may include a stability of principal option and/or variable annuities funded through a group annuity contract and/or mutual funds offered through a custodial or trust agreement to fund a tax-qualified arrangement; that the tax laws provide for deferral of taxation on earnings on participant account balances (excluding Roth or after-tax contribution sources); and that, although the annuity provides features and benefits that may be of value

to participants, it does not provide additional deferral of taxation beyond that provided by the tax qualified arrangement itself. To the extent mutual funds are available as investment options under the Plan, there may be one or more classes of shares with respect to each mutual fund and each class of shares may have different rules, requirements and expense ratios and Plan Sponsor has made the determination that the class of shares chosen for the Plan is the appropriate class and is suitable for the Plan. All discretion and control with respect to the terms, administration of assets of the Plan shall remain with the Plan Sponsor or with the named fiduciaries under the Plan.

- (f) The Plan Sponsor and its authorized representatives have sole responsibility for the overall administration of the Plan, including periodically providing participants with any notices required under the Code and related Regulations to which the Plan is subject and for making all benefit determinations. The Contractor and its affiliates shall not have any discretion with respect to the management or administration of the Plan or with respect to determining or changing the rules or policies pertaining to eligibility or entitlement of any participant in the Plan to benefits under the Plan. The Contractor and its affiliates shall not have any control or authority with respect to any assets of the Plan, including the investment or disposition thereof.
- (g) Plan Sponsor confirms that Contractor's practices are consistent with the terms and administrative practices of the Plan, where applicable. The Plan Sponsor may delegate the day-to-day administration of certain Plan Sponsor responsibilities to the Contractor as indicated in Schedule A.
- (h) The Plan Sponsor and its authorized representative have the sole authority for the review and final disposition of a Plan participant's appeal of any benefit determination made by the Contractor under the Plan.
- (i) The Contractor does not directly provide any investment advice to the Plan Sponsor with respect to the Plan's assets.
- (j) In performing services under this Agreement, the Contractor is entitled to rely on any information the Plan Sponsor, or its authorized representatives identified in Schedule K, or the Plan participants provide. The Contractor has a reasonable duty to inquire as to the authenticity or the accuracy of such information or the actual authority of such person to provide it.
- (k) The Plan Sponsor will provide the Contractor with an up-to-date copy of the Plan document(s) and complete information governing the terms and operation of the Plan (including a written explanation of any practices and procedures not reflected in the Plan document). The Plan Sponsor will promptly provide to the Contractor any proposed amendments to the Plan for review and comment by the Contractor at least 90 days prior to the proposed amendment effective date.
- (l) Generally, only fees relating to the ongoing administration of the Plan may be passed through to participants. Plan Sponsor will direct Contractor to deduct from participant accounts those fees outlined in Schedule F. The Plan Sponsor is responsible for determining if an expense is deductible from Plan assets.
- (m) **VRIAC Error.** VRIAC's responsibility with respect to providing the services is limited to correcting errors, within a reasonable time, which result from its computer system malfunctions, its staff errors or are otherwise caused by VRIAC's negligent acts. VRIAC shall make a good faith effort to correct any such error as soon as reasonably practicable after identification of the error when such correction is reasonably necessary and practical under the circumstances. For more information on our error correction policy, please refer to Voya Retirement Insurance and Annuity Company's policy for Correction of Processing Errors ("VRIAC Policy"), which is included in Schedule J. The VRIAC Policy and any updates to the VRIAC Policy are also posted in the Sponsor Disclosure section of Sponsor Web.
- (n) **Plan Sponsor Error.** VRIAC will attempt to correct, at Plan Sponsor's expense, processing errors resulting from Plan Sponsor, or Plan Sponsor's representative, or otherwise caused by the negligent acts of Plan Sponsor; provided that Plan Sponsor promptly notifies VRIAC of such error and furnishes all data to VRIAC reasonably necessary to make such corrections. Plan Sponsor shall pay VRIAC its reasonable expenses incurred in making such corrections.

5.09 Notices: Each party will promptly provide the other with notice and copy of any attempts to levy or attach amounts held under the Plan and/or any litigation affecting the Plan of which it becomes aware and/or any notices or

demands to be given under this Agreement. All such notices, demands or other communications hereunder shall be in writing and duly provided if sent certified mail, return receipt requested, addressed to the party to be notified or upon whom a demand is being made, at the addresses set forth in this Agreement or such other place as either party shall from time to time designate in writing. The date of service of a notice or demand shall be the receipt date on any certified mail receipt.

Notices to the Contractor shall be sent to:

Voya Retirement Insurance and Annuity Company
Attn: Deputy General Counsel
Legal Department, C2N
One Orange Way
Windsor, CT 06095

Notices to the Plan Sponsor shall be sent to:

Office of County Counsel
Clackamas County
Clackamas County Deferred Compensation Plan
2051 Kaen Road
Oregon City, OR 97045

AND

Human Resources
Clackamas County Deferred Compensation Plan
2051 Kaen Road
Oregon City, OR 97045

- 5.10 Copies of Agreement: This Agreement may be executed in any number of counterpart copies, each of which when fully executed shall be considered as an original.
- 5.11 Headings: Headings are for convenience of reference only. Headings do not limit or expand the scope of the text and are not intended to emphasize any portion thereof.
- 5.12 Independent Contractor: The Contractor is associated with the Plan Sponsor only for the purposes and to the extent specified in this Agreement. With respect to the performance of the contracted services pursuant to this Agreement, the Contractor shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.
- 5.13 Contractor Primary Contact: The Contractor designates certain individual(s) to serve as the primary point of contact for the Agreement. These individuals are identified in Schedule M.
- 5.14 Licensed Representative: The Contractor agrees to provide licensed representatives to perform enrollment and education services, and to assist participants with account balance inquiries, investment selection changes, interfund transfers or exchanges, and transaction initiation. These individuals are identified in Schedule M.
- 5.15 Subcontracting: The Contractor may enter into subcontracting agreements for work contemplated under the Agreement. Any subcontractor shall be subject to the same terms and conditions as the Contractor. The Contractor shall be fully responsible for the performance of any subcontractor.
- 5.16 Contract Assignability: Without the prior written consent of the Plan Sponsor, the Agreement is not assignable by the Contractor either in whole or in part.
- 5.17 Licenses and Permits: The Contractor shall ensure that it has all necessary licenses and permits required by federal, state, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses and permits in effect for the duration of this Agreement. The Contractor will notify the Plan Sponsor immediately of

loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

- 5.18 Conflict of Interest: The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, agents or subcontractors and the Plan Sponsor. The Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- 5.19 Improper Consideration: The Contractor shall not offer or be forced to provide (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee, group of employees, or agent of the Plan Sponsor in an attempt to secure favorable treatment or consideration.
- 5.20 Indemnification: The Contractor agrees to indemnify, defend, and hold the Plan Sponsor, its officers, employees and agents harmless from any loss, liability, claim, suit, fees (including reasonable attorneys' fees) or judgment resulting from work or acts done or omitted by Contractor or any of its officers, employees or agents in carrying out the Contractor's responsibilities as set forth in this Agreement to the proportionate extent that it results from the negligence or wrongdoing of the Contractor or any of its officers, employees or agents. The Contractor obligation to indemnify shall not extend to any injury or damage which results solely from the Contractor's reliance on information transmitted by the Plan Sponsor.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act, the Plan Sponsor agrees to indemnify and hold the Contractor, its officers, employees and agents harmless from any loss, liability, claim, suit, fees (including reasonable attorneys' fees) or judgment resulting from work or acts done or omitted by the Plan Sponsor in carrying out the Plan Sponsor's responsibilities as set forth in this Agreement to the proportionate extent that it results from the negligence or wrongdoing of the Plan Sponsor.

- 5.21 Insurance: During the term of this Agreement, the Contractor shall maintain Comprehensive General Liability and Cyber Liability insurance with limits of not less than five million dollars per event, per client, as well as automotive and Workers' Compensation insurance policies. Also, the Contractor shall maintain Professional Liability in the amount of not less than five million dollars. A Certificate of Insurance evidencing said coverage shall be provided prior to commencement of performance of this Agreement. Throughout the term of this Agreement, the Contractor shall provide upon request an updated Certificate of Insurance upon expiration of the current Certificate.
- 5.22 Right to Monitor: The Plan Sponsor or any appointee thereof, shall have the right to review and audit all records, books, documents, and other pertinent items as requested, and shall have the right to monitor the performance of the Contractor in the delivery of services provided under this Agreement. Full cooperation shall be given by the Contractor in the implementation, and in any auditing or monitoring conducted.
- 5.23 Confidentiality: The Contractor acknowledges that all information made available by the Plan Sponsor about its employees shall be considered confidential. The Contractor agrees that it will not distribute, disclose or release to any third party any such confidential information except as otherwise agreed upon between the parties, or as otherwise required by law.

Section 6. RFP and RFP Response

- 6.01 RFP and RFP Response: The Clackamas County Request for Proposal #2020-30 as issued August 6, 2020 and Contractor's responsive proposal (collectively the "RFP Response") are hereby incorporated by reference and made a part of this Agreement. Contractor agrees that it will comply with all obligations undertaken in the RFP Response.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement (including all referenced and attached Schedules and Appendices) to be executed by their respective officers thereunto duly authorized on this **1st day of August, 2021**.

CLACKAMAS COUNTY, OREGON

**VOYA RETIREMENT INSURANCE
AND ANNUITY COMPANY**

By: _____

By: 

Printed Name: _____

Printed Name Melissa M. McAuliffe

Title: _____

Title: Vice President

Recording Secretary Date

Approved as to form:

See Governmental Addendum

County Counsel Date

VOYA FINANCIAL PARTNERS, LLC

By: 

Printed Name: Carol B. Keen

Title: Vice President

Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan Plan Specifications

The following reflects the relevant provisions of the Plan document that will govern the administration of the Plan. The Plan Sponsor acknowledges it has reviewed and confirmed that these accurately reflect the provisions of the Plan as of the effective date of this Agreement.

ERISA Status: The 457(b) Plan are not subject to Title I of the Employee Retirement Income Security Act of 1974 ("ERISA").

Contribution Sources.

The sources of contribution permitted under the 457(b) Plans are:

- Employee Pre-tax
- 457(b) Rollover
- Non-457(b) Rollover
- Designated Roth Contributions
 - Roth 457(b) Rollover
 - Roth Non-457(b) Rollover
 - In Plan Roth Rollover 457(b)
 - Rollover of In Plan Roth Rollover Non-457(b)
- Employer Contribution: (*specify contribution name*) _____

Vesting Schedule. The Employer source(s) of contributions under the Plan are subject to the following vesting schedule. The Contractor will maintain participant vesting information, if applicable, according to the Plan. The Contractor will allocate forfeitures (if applicable) according to the provisions of the Plan.

- 100% Immediate or no vesting schedule applicable

Permissible In-Service Withdrawal Options

The following participant-initiated withdrawals and/or transfers from a participant account are permitted under the 457(b) Plan (*check all that apply*):

- Unforeseeable Emergency Withdrawal
- In-Service Distribution of Rollover Account(s)
- In-Service Withdrawal for Governmental 457(b) Plans (aka de minimus withdrawal)
- Purchase of Governmental Defined Benefit Plan Service Credit
- Tax-Free Distribution for Health and Long Term Care Insurance (for retired public safety officers)
- Age Based Withdrawal – *identify the age level to allow withdrawal* 59.5
- Qualified Birth or Adoption- Secure ACT

In-Plan Roth Transfer of Non-Distributable Amounts.

For In-Plan Roth Transfer of Non-Distributable amounts permitted under the 457(b) Plan, indicate from which source the participant may elect to transfer amounts from.

- Employee Pre-tax
- 457(b) Rollover
- Non-457(b) Rollover
- Employer Contribution: (*specify contribution name*) _____
- Other (*specify by name*): (*specify contribution name*) _____
- All available money sources, excluding Roth sources

Permitted Frequency – Default is no restrictions on how often a participant may request an In-Plan Roth Transfer of Non-Distributable amounts. If Plan provides for a restriction describe here. *Leave blank if no restriction.*

- _____ (*specify a number*) In-Plan Roth Transfer every
- calendar quarter semi-annual calendar year

Final Distribution Payment Options

The following payment options are available under the 457(b) Plan to a participant upon separation from service (*check all that applies*). The default options are checked below – if no change is made, these are the payment options that will apply to participant-initiated distributions processed under the Plan.

- In cash (*check applicable option*):
 - full lump sum only partial or full lump sum
- In installment payments over a period not to exceed the life expectancy of the participant or the joint and last survivor life expectancy of the participant and their designated primary Beneficiary. This includes the Systematic Withdrawal Option (SWO) and Estate Conservation Option (ECO) as described in the product information booklet.
- Applied to the purchase of an annuity contract (*must be checked if J&S annuity is the normal form of benefit under the Plan*)
- Rollover to another eligible retirement plan or IRA
- Plan to plan transfer (after severance from employment)
- Combination of all permitted payment options

1. Money Source Withdrawal Sequence

The withdrawal or liquidation sequence for money sources available to fund a withdrawal from the 457(b) Plans is identified below. Money will be withdrawn from participant investment options on a pro-rata basis.

Employee Elective Deferrals
Rollovers from another 457(b) Plan
Rollovers from a 401(a)/(k) or 403(b) Plan or IRA
Designated Roth
Roth Rollovers from another 457(b) Plan
Roth Rollovers from a 401(k) or 403(b) Plan
In Plan Roth Rollover
Rollover of In Plan Roth Rollover from a 401(k) or 403(b) Plan
Other (Please specify) Employer Sources

2. Mandatory Distributions

Mandatory distributions for terminated participants apply under:

- The 457(b) plan N/A - no mandatory distributions permitted.

Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan Schedule A: Scope of Contractor Services

The Contractor agrees to provide the Plan with the services listed within this Schedule for the term of this Agreement. For purposes of this Schedule, all references to “participant” are intended to apply equally to all account holders under the Plan. This includes participants, beneficiaries and alternate payees.

1. The one-time preparation and implementation of a Plan-specific product and service conversion or transition schedule which shall include notice to all Plan participants.
2. The initial installation of overall Plan records and individual Plan participant records.
3. The development of Plan enrollment materials, including basic investment education material. The distribution of such materials, shall be as mutually agreed upon by the parties.
4. Ongoing provision of employee enrollment and education services, including the provision of enrollment materials which include the necessary information for employees to enroll and make investment choices. Enrollment materials will be made available via the Contractor’s website.
5. Ongoing allocation of Plan contributions received in Good Order to individual participant accounts, and reconciliation of Plan and participant activity on a daily basis. For purposes of this provision, Plan contributions are deemed to include loan repayments (if applicable) and non-routine contributions, such as rollovers or plan to plan transfers, if permitted under the Plan.
6. Contractor will perform one test per month beginning in October through December on each participant account per Plan covered by this Agreement for the limit on elective deferrals pursuant to Code section 402(g) and/or 457(e)(15) and on the annual additions limit in accordance with Code section 415(c), if applicable. If the Plan Sponsor sponsors more than one plan, the Contractor will not aggregate the plans for testing purposes, unless specifically agreed to within this Agreement.
7. Ongoing maintenance of participant beneficiary designations under the Plan based upon mutually agreed upon procedures which shall be reflected in the Plan document. Participants may designate a beneficiary via the Contractor’s participant internet site or by speaking with a customer service representative via a toll free telephone line. Alternatively, participants may designate a beneficiary by completing and submitting a paper form.

Community Property Edit

This optional feature of the online beneficiary maintenance service will take into account community property laws applicable in the participant’s resident state at the time that making a beneficiary designation. When this service has been elected, the Contractor’s online beneficiary maintenance service will require any participant who has identified themselves as being married or in a registered domestic partnership or a civil union and who does not designate a person identified as their spouse or domestic partner as a primary beneficiary for at least the percentage prescribed under the community property laws to complete and submit a paper beneficiary designation form.

The Plan Sponsor elects to utilize the Contractor’s Community Property Edit feature as described above.

8. Ongoing maintenance, recordkeeping of individual participant account records and processing in a timely manner of all transactions permitted under the Plan as authorized or approved by the Plan Sponsor. Any delegation of the Plan Sponsor’s role of authorizing or approving transactions under the Plan to the Contractor will be as directed later within this Schedule or other written instrument between the parties. Such direction shall not be construed as delegating Contractor discretion with respect to such decision.
9. Ongoing generation of periodic Plan activity reports for Plan Sponsor use, as mutually agreed upon, to be made available through a secure website.

10. **Sponsor Fee Disclosure for Non-ERISA* plans only**

Post monthly plan-level fee and expense disclosure reports (as outlined in DOL regulation §2550.408b-2) to Sponsor Web (and Third Party Administrator Website, if applicable) if elected below.

- Yes
- No

* Required for ERISA plans

Participant Fee Disclosure for Non-ERISA* plans only

Post monthly Participant Fee Disclosure report (in accordance with DOL (in accordance with DOL §2550.404a-5) to Sponsor Web, Participant Web and Third Party Administrator Website, if applicable) if elected below.

- Yes
- No

* Required for ERISA plans

- 11. Ongoing processing of participant-initiated benefit payment requests received in Good Order, calculation and withholding of federal and state taxes, and the provision of necessary tax forms on a timely basis to participants who received taxable distributions during the previous year.
- 12. Establish and maintain an electronic interface with the Plan Sponsor for participant enrollment information (including "EZ Enroll" enrollments) and changes to the participant's contribution amount or rate, as provided in Appendix I, II and III to Schedule A.
- 13. Access to customer service representatives via a toll free telephone line to respond to Plan participant inquiries, provide information about participants' accounts and investment options, help facilitate the enrollment of an employee into the Plan and to distribute administrative forms.
- 14. Access to an automated voice response system via toll free telephone lines, through which participants may obtain updated account and investment information and initiate transactions permitted under the Plan.

Access to an internet site and mobile app, through which participants may obtain updated account and investment information, and initiate transactions permitted under the Plan and request forms for initiating certain transactions as permitted under the Plan.

The Contractor provides a Personal Identification Number (PIN) for secure Participant online account registration as well as for customer service support by phone. A unique, temporary PIN is delivered by the U.S. Postal Service to Participants shortly after their account is established. To facilitate account access, temporary PINs can be delivered by email to Participants upon request. This process requires at least one Employer email domain to be provided to the Contractor.

- The Plan Sponsor authorizes the Contractor to provide temporary PINs by request of Participants to designated Employer email addresses. The following domains are registered to the Employer and provided for this purpose. *Example: @employer.com.*

- 15. The Contractor has an ongoing commitment to advancing the retirement readiness of your participants which includes our continued addition of self-service planning tools to the participant internet site and mobile app along with the availability of phone and local Voya Financial Advisors representatives to assist individuals with their broader financial needs. These services are offered outside of the recordkeeping services described in this Agreement and are not subject to ERISA. If individuals elect fee-based services, fees are charged directly to the employee and will not be withheld from any plan participant account. In order to facilitate the delivery of the services, the Contractor may use participant data to the extent and for purposes authorized by the participant whose data is being used. Securities and investment advisory services offered through Voya Financial Advisors, Inc., member SIPC.

16. Access to a Sponsor Web site, through which a Sponsor may obtain reports. The Sponsor must select a primary contact by completing an administrative form to be provided by the Contractor.

17. Incoming Rollovers / Transfers Authorization

Ongoing review and processing of participant-initiated incoming rollover or transfer requests, on behalf of the Plan Sponsor, shall be based on mutually acceptable procedures for the review, and processing of these types of requests. Incoming rollover and transfer requests determined to be in Good Order will be processed on the same business day as the assets are received by the Contractor.

At the Plan Sponsor's direction, participants who have had a request denied shall be given the opportunity to appeal to the Plan Sponsor for review and final disposition of the determination.

18. Unforeseeable Emergency and/or Hardship Withdrawal Related provisions:

Indicate who will be responsible for authorizing unforeseeable emergency or hardship withdrawals. Select **one** of the following options:

- The Contractor*
- Authorized Plan Sponsor representative
- planwithease.com® Authorized
- Other Aggregator Authorized: (firm name) _____
- Other (firm or individual/s name) _____

* The Contractor will provide ongoing review and processing of participant unforeseeable emergency or hardship withdrawal requests on behalf of the Plan Sponsor, based on the standard for the review, qualification and processing of these withdrawals as provided in Appendix IV to Schedule A.

The Contractor will make a determination (approval and/or denial) within 5 business days of receipt of the request, and supporting documentation, in Good Order. If the request is approved, the request will be processed as of the date of favorable determination; with payment being mailed or made available electronically through ACH no later than 7 calendar days following the date of favorable determination.

Permitted Frequency – Default is no restrictions on how often a participant may request an unforeseeable emergency or hardship withdrawal. If Plan provides for a restriction on frequency, it is to be noted below. *Leave blank if no restriction.*

One withdrawal request every _____ months.

Contribution Suspension Period: N/A (effective January 1,2020, the 6 month suspension period is required to be eliminated for distributions initiated in 2020 and after).

Loans will not be required for Hardship Withdrawals unless elected below:

Loans will be required prior to taking a Hardship withdrawals.

19. Permissible In-Service Withdrawal Related Provisions

Indicate who will be responsible for authorizing in-service withdrawals permitted under the Plan. Select **one** of the following options:

- the Contractor *
- Authorized Plan Sponsor representative
- planwithease.com® Authorized
- Other Aggregator Authorized: (firm name) _____
- Other (firm or individual's name) _____

The Contractor's ongoing review and processing of participant-initiated withdrawal or transfer requests, on behalf of the Plan Sponsor, shall be based on mutually acceptable procedures for the review and processing of these types of requests. Withdrawal or transfer requests are processed as of the date received in Good

Order, with payment being mailed or made available electronically through ACH no later than 7 calendar days following the date the request is received in Good Order.

At the Plan Sponsor's direction, participants who have had a request denied shall be given the opportunity to appeal to the Plan Sponsor for a review and final disposition of the determination.

Permitted Frequency – Default is no restrictions on how often a participant may request an in-service withdrawal. If Plan provides for a restriction on frequency, it is to be noted below. *Leave blank if no restriction.*

One withdrawal request every _____ months.

20. Domestic Relations Order Administration

Indicate who will be responsible for reviewing and qualifying Domestic Relations Orders (DRO) under the Plan.

Select **one** of the following options:

- the Contractor *
- Authorized Plan Sponsor representative
- planwithease.com® Authorized
- Other Aggregator Authorized: (*firm name*) _____
- Other (firm or individual name) _____

* Ongoing review and processing of DROs on behalf of the Plan Sponsor, based on the standard for the review, qualification and processing of DROs as provided in Appendix V to Schedule A.

The Contractor will make a determination within 5 business days of receipt of a DRO in Good Order. If the request is approved, the request will be processed as of the date of favorable determination; with confirmation being mailed within 2 business days following the date of favorable determination.

If a DRO is not received in good order, the Contractor will work with the respective parties until the order is presented in Good Order.

NOTE: If a DRO received from a state agency is related to child support payments, the Contractor will 1) set up the alternate payee account AND 2) obtain sponsor authorization if required to process the check made payment to the alternate payee or if minor, to the custodial parent for the benefit of the minor child and mail directly to the state agency per instructions in the DRO. Additional distribution paperwork and/or action from the alternate payee are not required.

21. Benefit Payment Related Provisions

Indicate who will be responsible for authorizing participant-initiated benefit payment requests (including annuity payments, if permitted, and death benefits) under the Plan. Select **one** of the following options:

- the Contractor*
- Authorized Plan Sponsor representative
- planwithease.com® Authorized

*The Contractor will provide ongoing review and processing of participant-initiated benefit payment requests (including annuity payments, if permitted, and death benefits) due to participant's separation from service or death, on behalf of the Plan Sponsor, based on mutually acceptable procedures for the review, qualification and processing of these requests. The Plan Sponsor is responsible for providing the Contractor with any and all participant termination data in the mutually agreed upon electronic format, within a reasonable time period following the participant's separation from service or death. In those individual circumstances where the Contractor does not have a beneficiary designation on file for the participant and where the Plan does not provide direction to make payment to the estate of the account holder, the Contractor will seek written direction from the Plan Sponsor as to who to make payment to pursuant to the Plan. The Contractor may not make the applicable benefit payment request transaction and/or paperwork available to the participant until the termination data is received from the Plan Sponsor in Good Order.

Benefit payment requests are processed as of the date received in Good Order; with payment being mailed or made available electronically through ACH no later than 7 calendar days following the date the request is received in Good Order. Accounts with administrative holds due to federal tax levies will not be distributed to the participant until such

time that the federal tax levy is satisfied or as otherwise resolved. Once the participant has a triggering event, or requests a distribution, if evidence of payment of federal tax levy is not received, the Contractor will first make payment to satisfy the federal tax levy and then pay any remaining distribution amount to the participant. Plan Sponsor direction for payment is required.

At the Plan Sponsor's direction, participants who have had a request denied shall be given the opportunity to appeal to the Plan Sponsor for a review and final disposition of the determination.

22. Access to counseling by licensed agents or representatives for Plan participants, who are retiring or otherwise requesting a benefit payment from the Plan, based on mutually acceptable standards.
23. Ongoing processing of Required Minimum Distributions ("RMD") in accordance with the rules of Code Section 401(a)(9) for eligible Plan participants and their beneficiaries as follows:
 - a. Participants: In the absence of an affirmative election or instructions received in Good Order from the participant on an annual basis for receiving the RMD, the Contractor is directed by the Plan Sponsor with respect to the 401(a)(k) or 457(b) Plan to calculate and distribute the RMD amount. The Contractor shall calculate the RMD in the following manner:
 - i. For participants with either (1) no beneficiary, (2) a non-spouse beneficiary, (3) a spouse beneficiary less than 10 years younger than the participant, (4) a spouse beneficiary without a date of birth, (5) a non-individual beneficiary (e.g., charitable organization), calculate the current year RMD by dividing the account balance on 12/31 of the prior year by the distribution period under the Uniform Lifetime Table using the participant's age on 12/31 of the current year.
 - ii. For participants with a spouse beneficiary more than 10 years younger than the participant, calculate the current year RMD by dividing the account balance on 12/31 of the prior year by the combined life expectancy factor under the Joint and Last Survivor Table using the ages of the participant and the spouse beneficiary on 12/31 of the current year.
 - iii. For participants who are at least 70-1/2 years of age in a calendar year ending on or before December 31, 2019, or age 72 in a later calendar year, and have separated from service with their employer, any distribution requested will first be reduced by the applicable RMD for the distribution calendar year.
 - b. Beneficiary(ies): In the absence of an affirmative election or instructions received in Good Order from the beneficiary (ies), the Plan Sponsor directs the Contractor to calculate the RMD amount in accordance with Code Section 401(a)(9) provided the Contractor has received in Good Order proper notification of the participant's death and complete beneficiary(ies) information (including the complete name and address of the beneficiary(ies)). In situations where the life expectancy rules are not available for the calculation of the RMD either because the Contractor has not received the requisite information by the date for issuing RMD payments or the beneficiary is not entitled to receive RMD under the life expectancy rules, the Plan Sponsor directs the Contractor to apply the five-year payout rule and force out a lump sum by December 31st of the fifth year following the year of the participant's death.

The Plan Sponsor acknowledges that the Contractor shall not be responsible for any tax penalties or excise taxes the Plan Sponsor, Plan participants, or beneficiaries may incur as a result of the Contractor's failure to calculate and distribute the RMD amount where the failure is due to the Plan Sponsor's, the Plan participant's or the beneficiaries' failure to provide the required information in a timely manner.

24. Ongoing facilitation of communications between the Contractor, the Plan Sponsor and the Plan participants based on mutually acceptable guidelines.

**Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan
Appendix I to Schedule A:**

Enrollment Services

Plan Sponsor Responsibilities

1. In addition to providing timely and accurate information for this service, the Plan Sponsor will be responsible for the following: Plan Sponsor will provide the Contractor with anniversary year-to-date and Plan year-to-date hours for all employees through the Effective Date of this Agreement. Subsequent submission of hours will be required on a pay period-to-date basis. If anniversary year-to-date and Plan year-to-date hours are not submitted with each payroll, the Contractor will not provide this service. Therefore, the Plan Sponsor will be responsible for tracking eligibility until such time as hours data is submitted with each payroll.
2. Plan Sponsor will notify Contractor of all rehired employees so that the employee status can be reflected properly on the Contractor's system.
3. Plan Sponsor will submit to the Contractor census data for eligibility tracking for all employees with each payroll. If census data is not submitted with each payroll, the Contractor will not provide this service. Therefore, the Plan Sponsor will be responsible for tracking eligibility until such time as census data is submitted with each payroll.
4. Should a participant make a deferral election through a means other than the Contractor's customer service representative, voice response system or internet site, it will be the Plan Sponsor responsibility to update its payroll system based upon the participant's election in accordance with applicable Code requirements and regulations governing the effective date of deferral elections to the Plan.

Automatic Enrollment Service: Clackamas County Housing Authority Deferred Compensation Plan - 666891

This service allows the Plan Sponsor to adopt an automatic enrollment feature and to establish an electronic interface with the Contractor for acceptance of enrollment / contribution rate information.

Plan Sponsor acknowledges its responsibility for ensuring that the Automatic Contribution Arrangement (automatic enrollment) complies with their state laws in regards to wage withholding. The payroll withholding laws of the Plan Sponsor's state should be reviewed prior to implementation of this program to determine if deductions without an employee's written consent are permitted.

The Plan elects the Contractor's Automatic Enrollment Service (*please check*)

Notices to all eligible participants:

Plan Sponsor understands that initial and annual notices are required to be provided to participants regarding their elections in accordance with applicable regulations.

Initial Notice Requirements: For plans with an Eligible Automatic Contribution Arrangement (EACA) or other Automatic Contribution Arrangement (ACA) provision, as defined under PPA and related regulations, each newly eligible employee must receive the initial notice no earlier than 90 days before the employee's eligibility date, and no later than the employee's eligibility date.

Annual Notice Requirements: For plans with an EACA or other ACA provision, each eligible employee must receive the annual notice no less than 30 days before the start of each plan year.

Notification Service: The Contractor provides a notification service to assist the Plan Sponsor with complying with the requirements noted above. The initial notices provide participants with an explanation of the respective feature and may include the following:

- the percentage of employees' pay to be contributed to the Plan,
- the investment option(s) available under the Plan,
- the default investment or qualified default investment alternative ("QDIA") if an employee chooses not to affirmatively enroll and select from the available investment options.

The notice will also advise employees of their right to revoke the automatic withholding and their rights to increase, decrease or stop contributions and instructions on how to do so. Annual notices are required to be provided to participants who have been automatically enrolled and remain in that status and have not changed their initial

contribution amount and/or default investment option. The “notices” will remind participants of their deferral amounts and of their right to increase, decrease or stop these contributions, also including the procedure to do so.

The Contractor will automatically provide both the initial and annual notices for plans that select the Contractor’s Eligibility Tracking, Automatic Enrollment and/or Automatic Contribution Increase Services.

Initial Contribution Amount:

Participants will be automatically enrolled in the Plan, unless the participant opts out, with an initial contribution amount of \$ _____ or 5 _____%.

Permissible Withdrawals:

If allowed under the Plan, an employee who was automatically enrolled may request a return of their defaulted deferrals (as adjusted for gain or loss) within 90 days of the date the first defaulted elective deferral was deducted from the employee’s pay. Attributable matching contributions must be forfeited. The Plan Sponsor understands the applicable IRS regulations for automatic contribution arrangements only allow permissible withdrawals of defaulted elective deferrals under plans where the automatic contribution arrangements meet the EACA requirements. Please choose one of the following:

- Yes, the Plan will allow for permissible withdrawals.
- No, the Plan will not allow for permissible withdrawals.

Enrollment Material Requirements

Enrollment materials must be made available to each eligible employee at the time of enrollment (including automatic enrollment) into the Plan. The materials must include, but are not limited to the following: fact sheets for each of the available investment options, fund performance, and participant disclosure booklet. An adequate supply of enrollment materials will be provided to the Plan Sponsor by the Contractor if requested by the Plan Sponsor. Enrollment materials will be made available via the Contractor’s enrollment website.

The Contractor will generate a periodic report whenever employees have been identified as being eligible but not yet participating in the Plan. Included on the report will be those employees eligible to be automatically enrolled into the Plan, if the automatic enrollment service is utilized by the Plan. You must identify an individual to receive notification of when the report is available. The purpose of this report is to identify those employees who must receive a enrollment materials. It is understood and acknowledged by the Plan Sponsor and Contractor that the individual designated below is responsible for the distribution of enrollment materials to the employees identified on the report.

Please indicate who should be notified when the report is available. Select one.

- Licensed Representative
Name: _____Melissa M Handy on behalf of Wendy Stefani _____
Telephone: 503.937.0351 _____
E-mail: _____melissa@lewis-stefani.com _____

In the event that the identified individual is removed or replaced, the Contractor is responsible for notifying the Plan Sponsor immediately in writing.

Default Investment Arrangement –

The Plan Sponsor understands that it has the fiduciary responsibility to choose the appropriate “default” investment option, and therefore, may choose from any of the investment options available under the Plan. **You may not choose the Voya Stable Value Fund as the default investment option.**

X **Yes** No The default option elected below is intended to be a Qualified Default Investment Alternative (QDIA).Target Date Family* from the “Investment Option Selection” section above.

X **Yes Target Date Suite** (All available investment options within the suite must be selected.) The Plan Sponsor has selected the Clackamas Timeframe Target as the “default” investment option or QDIA and understands that all contributions into these funds will be based on each participant’s age, not their anticipated retirement age as the

investment is designed. Plan participants will be allocated to the target date funds assuming the standard retirement age of 65.

The discretionary managed account option under a Participant Investment Advisory Services program (Note: Separate Agreement required - Can only be selected if noted as a QDIA.) -

Other Investment Option (100%) _____

Plan Sponsor understands that all contributions will be invested in this investment option until such time that a participant makes allocation changes and/or fund transfers.

Enrollment Material Requirements

The Licensed Representative will provide enrollment materials to each participant following default enrollment into the Plan. The materials must include, but are not limited to the following: fact sheets for each of the available investment options, fund performance, participant disclosure booklet and information on how a participant can access their account to make account changes.

The Plan Sponsor will notify the Licensed Representative of those employees who must receive enrollment materials. It is understood and acknowledged by the Plan Sponsor and Contractor that the Licensed Representative designated below is responsible for the distribution of enrollment materials to the employees identified as default enrolled into the Plan.

Please indicate who should be notified of a default enrollment by the Plan Sponsor.

Licensed Representative

Name: _____Melissa M Handy on behalf of Wendy Stefani_____

Telephone: _____503.937.0351_____

E-mail: _____melissa@leais-stefani.com_____

In the event that the identified individual is removed or replaced, the Contractor is responsible for notifying the Plan Sponsor immediately in writing.

The Plan Sponsor understands and acknowledges that the Plan Sponsor is responsible for the distribution of enrollment materials to the employees identified as default enrolled into the Plan. The Plan Sponsor will request enrollment materials from the Licensed Representative identified in Schedule M.

**Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan
Appendix II to Schedule A:**

Education Services

Voya shall provide the following participant education experience:

- The County is working on a 'Get Connected, Stay Connected' initiative with their health care providers. It would like to extend this initiative to their retirement plan. Voya will help facilitate an initial 12 to 18-month multi-media employee engagement, education and communication campaign. This will include topics such as online account registration, updating beneficiaries, participant deferral increases and plan asset retention. Voya will continue to help facilitate similar employee engagement, education and communication campaigns for the duration of the contract.
- Voya will provide quarterly updates that provide insights and metrics on the effectiveness of participant engagement, education and communication initiatives.

Voya will provide one-on-one participant consultations, at the following minimum levels:

- Onsite/Virtual (Zoom) Meetings 5 to 7 days a month
These meetings take place at the following County locations:
 - Public Services Building (PSB)
 - Development Services Building (DSB)
 - Alternating day between the Jail and Brooks building for the Sheriff's Office staff
 - Virtually (Zoom, etc.)
- Offsite 2 to 3 days a month (Non-County locations).

Voya will provide a minimum of 12 group presentations each year. This number may increase in response to changing retirement levels, legislative changes or the plan sponsor engagement initiative. These presentations may take place at the following locations:

- Public Services Building (PSB)
- Development Services Building (DSB)
- Virtually (Zoom Webinars)

Voya to provide a new hire education video and plan information materials to introduce new employees to the plan. Voya will provide updates to this information as needed.

NOTE: No solicitation of other services outside of the County 457(b) shall be done on any County owned property.

**Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan
Appendix IV to Schedule A:**

Payroll Feedback File

Payroll Feedback File

If the Plan Sponsor has elected the Eligibility Tracking service, Automatic Enrollment service, the Contribution Rate Change service or offers loans, the Contractor will provide a periodic payroll feedback file through an automated process. It is the responsibility of the Plan Sponsor to update its payroll system based upon the data contained in the payroll feedback file in accordance with applicable Code requirements and regulations governing the effective date of deferral elections to the Plan.

The payroll feedback file is a .csv format file which can be uploaded to most payroll systems. As an alternative, a payroll feedback report in a .pdf format can be printed and used for manual entry into a payroll system.

Electronic File Delivery:

Please select **one** of the following delivery types (*required*):

Email: Contractor will send files in an encrypted format (access information will be provided). Please provide one or more email addresses:

FTP (File Transfer Protocol): Contractor will send files via FTP. Please provide the FTP delivery address, ID and password:

FTP Delivery Address: ftp:// _____

FTP ID: _____

FTP Password: _____

Sponsor Web/Archive: Plan Sponsor will obtain reporting data through the Contractor's plan sponsor internet site.

The Contractor will send the periodic electronic payroll feedback file based on the information selected above until a change is provided, in writing, by the Plan Sponsor.

Reporting Frequency:

The Contractor will provide the automated contribution rate reporting data on the frequency that best meets the needs of the Plan Sponsor.

Notification of Report Availability:

The Plan Sponsor must identify an individual to receive notification of when the payroll feedback file is available. It is understood and acknowledged by the Plan Sponsor and Contractor that the individual designated below is responsible for accessing the file when notified of its availability.

Name: _____ Billie Hurley _____

Telephone: _____ 503.742.5479 _____

E-mail: _____ BillieHur@clackamas.us _____

In the event that any identified individual is removed or replaced, the Plan Sponsor is responsible for notifying the Contractor immediately in writing.

Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan Appendix V to Schedule A

Unforeseeable Emergency and Hardship Withdrawal Review and Approval Requirements

The Contractor is responsible for the ongoing review and processing of participant unforeseeable emergency and/or hardship withdrawal requests on behalf of the Plan Sponsor. The Contractor's process is based on the following procedures for the review, qualification and processing of these withdrawals under the Plan. The Contractor will review the request to determine whether it satisfies the IRS and Plan requirements for an unforeseeable emergency or hardship.

To request an unforeseeable emergency or hardship withdrawal, a participant must complete the relevant paperwork and provide the appropriate documentation to support the request.

Unforeseeable Emergency Approval Requirements

Specifically, an unforeseeable emergency means extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant including:

- severe financial hardship of the participant resulting from an illness or accident of a participant, the participant's spouse or of a participant's dependent (as defined in Code Section 152(a))*;
- loss of the participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance); or
- other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

*Effective in 2007, the Pension Protection Act of 2006 expanded this definition to include the participant's designated primary beneficiary.

Hardship Withdrawal Approval Requirements

A participant must establish they have an immediate and heavy financial need. The standard by which hardship requests will be evaluated shall be based upon the events that meet the safe harbor definition for an immediate and heavy financial need in compliance with the relevant hardship regulations under Internal Revenue Code Sections 401(k) and 401(m), as amended from time to time.

In its evaluation, The Contractor will limit the withdrawal to the amount reasonably necessary to satisfy the financial need, which may include any amounts necessary to pay Federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. In addition, a withdrawal shall be allowed only to the extent that such emergency is or may not be relieved through: 1) reimbursement or compensation from insurance or otherwise; 2) liquidation of the participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or 3) cessation of the participant's deferrals under the Plan.

The determination of whether a request qualifies as an unforeseeable emergency or an immediate and heavy financial need in the case of a hardship will be based on all the facts and circumstances of the participant's specific situation. While it is a subjective decision, the Contractor's process incorporates three underlying principles: consistent application of the IRS rules to similar situations; decisions must be reasonable and not arbitrary; and when there is a close call, we err on the conservative side.

The Contractor takes this review process very seriously and understands the importance of consistently administering the IRS and Plan requirements. The Contractor recognizes that failure to do so, and thus treating the Plan like a savings account, can result in adverse tax consequences to the participant and to the Plan.

Withdrawal requests will be reviewed in a timely manner. For requests which are approved, the Contractor will process the withdrawal as of the date of the approval. A participant, who has had a withdrawal request denied because of insufficient documentation, can resubmit their request to the Contractor for re-review with all applicable documentation.

A participant whose request has been denied after submission of all relevant documentation has the opportunity to appeal the decision to the Plan Sponsor.

Appeals of Denied Requests

The Plan Sponsor is the final authority for review of any withdrawal requests which have been denied by the Contractor.

1. A participant desiring to appeal the Contractor's decision must submit the appeal to the Plan Sponsor or its designee within 60 days of receipt of the denied request. The participant must document in a letter the reason they feel the request should be reevaluated and why the circumstances qualify as an unforeseeable emergency or as an immediate and heavy financial need in the case of a hardship.
2. Appeals must include all documentation submitted with the original request to the Contractor; the Contractor's determination letter and any additional supporting documentation not previously submitted.
3. The Plan Sponsor will review a participant's request within 15 business days of the date of receipt of an appeal request.
4. In reviewing the original decision, the Plan Sponsor will review the specific facts and circumstances of the participant's situation, the Contractor's analysis and the applicable IRS and Plan requirements. The Plan Sponsor's focus is on ensuring that the Contractor's decision was made in accordance with all of the IRS and Plan guidelines, as summarized above. In its appeal review, the intent of the Plan Sponsor is not to be more lenient than the law requires as this would jeopardize the favorable tax treatment for the participant and the Plan.
5. The Plan Sponsor or its designee shall provide written notification to the participant, with a copy to the Contractor, as to whether its decision is to affirm the Contractor's original decision to deny the request, or reverse that decision and approve the participant's request.
6. The Plan Sponsor's decision shall be binding on the participant, and they shall have no further ability to have the Plan Sponsor's decision overturned.

**Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan
Appendix VI to Schedule A**

**Domestic Relation Order
Review and Approval Requirements**

The Contractor is responsible for the ongoing review and processing of Domestic Relations Orders (DRO) on behalf of the Plan Sponsor. The Contractor's process is based on the following procedures for the review, qualification and processing of DROs which has been reviewed and approved by the Plan Sponsor. The Plan Sponsor acknowledges that the Contractor will perform this service in a ministerial capacity only and will not exercise any discretion in performing this service. The Contractor's process if followed as specified below shall constitute a valid Plan Sponsor direction to process the DRO.

Definition of a Domestic Relations Order

A Domestic Relations Order ("DRO" or "Order") is a court order, judgment, or decree issued under a state's domestic relations law that recognizes the right of a spouse, former spouse, child, or other dependent of a participant in an employee benefit plan to receive all or part of the participant's benefit in the plan.

A Qualified Domestic Relations Order ("QDRO") is a DRO that has met the specific requirements mandated by federal law and the provisions of the Plan as determined by the Plan Administrator or its designee. A QDRO requires a qualified plan to pay all or any part of a participant's benefits to an alternate payee. An alternate payee is a spouse, former spouse, or dependent of the participant who is entitled to a portion of the participant's benefits.

Requirements for QDRO

In order for a participant's benefit to be assigned to an alternate payee (i.e., the spouse, former spouse, child or other dependent of the participant), a DRO that constitutes a QDRO within the meaning of the internal Revenue Code Section 414(p) must contain the required elements as outlined below as well as the Contractor's Good Order requirements. In addition, certain state rules may be imposed on domestic relations orders by statute.

1. The Order must be an original or a court-certified copy of the original, signed by the judge or clerk of the court. A fax or a photocopy cannot be accepted as they are not in compliance with the Contractor's Good Order standards.
2. The Order must create or recognize the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable under the plan with respect to a participant.
3. The Order must constitute a judgment, decree or order (including approval of a property settlement agreement) that relates to provisions of child support, alimony payments or property rights to a spouse, former spouse, child or other dependent of a participant, made pursuant to a state domestic relations law (including a community property law).
4. The Order must clearly and unambiguously name each Plan to which the order applies. The Order must reflect the full Plan name as stated within the Plan document.
5. The Order must provide the following participant information:
 - Name (full legal name)
 - Social Security Number¹
 - Last known mailing address
 - Date of Birth

¹If state or local law prevents the inclusion of such information in the Order; this data must be provided to the Contractor in a letter and/or addendum, signed by the attorney that drafts the Order.

6. The Order must provide the following alternate payee¹ information:

- Name (full legal name)
- Social Security Number²
- Last known mailing address
- Date of Birth

¹If the alternate payee is a minor child, the name of the custodial parent is needed in the Order.

²If state or local law prevents the inclusion of such information in the Order; this data must be provided to the Contractor in a letter and/or addendum, signed by the attorney that drafts the Order.

7. The Order must include the exact dollar amount or percentage of the participant's benefits to be paid by the Plan to each alternate.
8. If the participant has an outstanding and/or defaulted loan, the Order must indicate if the outstanding and/or loan balance should be used in determining the amount due.
9. The Order must specify the exact date or the payment period to which the Order applies (i.e., the determination or valuation date). Participant accounts are valued each business day the New York Stock Exchange is open.
10. The Order must clearly indicate if the dollar amount or percentage should be adjusted for any earnings (gains/losses) from the determination/valuation date to the date the assets are segregated, and if these should be segregated on behalf of the alternate payee.
11. The Order should clearly specify whether the participant's vested or total account balance is to be used in determining the alternate payee's portion they are entitled to. Generally, the vested account balance is used for calculation purposes. Account values fluctuate with market conditions. The Contractor will verify whether there are sufficient funds available for segregation from the participant's account in the amount of the court ordered award to the alternate payee(s). The Contractor will not be liable for any damage (actual or alleged) resulting from such actions. If the dollar amount specified is above the current balance, the Order may be rejected. Only vested benefits may be paid. If the participant is partially vested, and the award is for more than the presently vested amount, payment of the non-vested portion may not be made to the alternate payee until the participant has become vested in that amount.
12. If the Plan has non-core investment options (e.g., life insurance, self-directed brokerage account, certificate of deposit, etc.) the Order must not require that amounts be redeemed from non-core investment options. To the extent that amounts invested in the core investment options are not sufficient to satisfy the Order, the Contractor will not approve the Order until the participant has transferred from the non-core investment option into the core investment options the amount necessary to satisfy the Order.
13. The Order must provide that the calculation of the amount of the participant's benefit to which the alternate payee is entitled to be readily calculable and according to records currently available to the Contractor. Pursuant to this requirement, the Contractor will not accept any Order that requires calculations prior to the time the Contractor began providing services to the Plan.
14. A plan may specify a date as of which QDROs are allowed under the Plan (such as Orders dated after a specified date, e.g., January 1, 2002). Court orders which pre-date the allowance of QDROs under the Plan may not be accepted. If no date is specified, the presumption is the Plan has always allowed QDROs.
15. The Order must not require the Plan to provide any type or form of benefit or any option, not otherwise provided under the Plan. Also, the Order cannot require payment to an alternate payee in the form of a qualified joint and survivor annuity in favor of the alternate payee and their spouse.

16. The Order must not require the Plan to provide increased benefits (determined on the basis of actuarial value).
17. The Order must not require any payment of benefits to an alternate payee that are required to be paid to another alternate payee under a previously issued QDRO.
18. The Order must not provide for tax treatment of the account other than as required under federal law and regulations. If the Order is for a minor, taxes will be withheld from the amount that is ultimately paid from the minor's account unless the Order specifies otherwise.
19. The Order may state the segregated amount shall be distributed to the alternate payee, or the custodial parent for the benefit of a minor, if applicable, as soon as administratively feasible after the Contractor's acceptance of the Order as a QDRO. The custodial parent for the minor will need to contact the Contractor at (800) 584-6001 to obtain a distribution form. The distribution can only be made payable to the custodial parent for the benefit of the minor. Taxes of 10% will be withheld from the minor's distribution and the Form 1099-R will be reported to the participant.

NOTE: If this pertains to a Qualified Domestic Relations Order received from a state agency related to child support payments, the Contractor will 1) set up the alternate payee account AND 2) obtain sponsor authorization if required to process the check made payment to the alternate payee or if minor, to the custodial parent for the benefit of the minor child and mail directly to the state agency per instructions in the Order. Additional distribution paperwork and/or action from the alternate payee is not required.

If the Order meets all of the approval requirements listed above, it will be given effect and the Contractor will send notification of approval to the involved parties and their counsel.

If the order fails to meet one or more of the approval requirements listed above, it will be rejected. A letter notifying the involved parties of the rejection will be mailed, together with an explanation.

Payments to the Alternate Payee

The alternate payee may receive an immediate or deferred payment in accordance with the distribution options provided under the Plan.

The alternate payee must complete and submit applicable disbursement paperwork for such distributions. Such paperwork is available by contacting a customer service associate.

Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan Schedule B: Administrative Requirements

For purposes of this Schedule, all references to "participant" are intended to apply equally to all account holders under the Plan. This includes participants, beneficiaries and alternate payees.

1. Participant account statements and Plan Sponsor reports shall reflect accurate information with regard to contributions, allocations, earnings and withdrawals. Plan Sponsor agrees to review statements, IRS filings and other report or documents produced by the Contractor and to promptly identify in writing any errors or discrepancies. The Contractor agrees to correct any errors it is promptly notified of without charge. The Contractor will not have any additional liability for errors, unless due solely to its negligence.
2. Participant account statements include detail regarding all transactions since the prior statement date.
3. Under normal circumstances and unless otherwise authorized by the Plan Sponsor, participant statements shall be mailed within 15 days of the end of a statement period. Where a participant has more than one Plan account subject to this Agreement, the account statement will reflect all Plan account balances, unless you direct the Contractor otherwise.
4. Online Statement Delivery Service:
The Contractor will deliver participant statements through an internet site from which participants can securely access their account, as opposed to receiving paper statements by mail, unless you elect out of this service. Participants will receive an annual notice by mail explaining how to access statements online. A participant can elect out of online statement delivery by making an election to receive statements by mail. Such elections may be made through the Contractor's participant internet site or by speaking with a customer service representative.

 The Plan elects not to utilize the Contractor's Online Statement Delivery Service (*check is required to elect out of service*)
5. Information on payout options, including a notice which satisfies the requirements of Internal Revenue Code Section 402(f), will be made available to participants through the internet or a toll free telephone number. Additionally, upon a terminated participant's request, a licensed representative will provide to the participant education and assistance on the available payout options.
6. Contributions including loan repayments (if applicable) determined to be in Good Order on any day that the New York Stock Exchange is open (a "Business Day"), and prior to the close of the exchange, shall be applied to the appropriate account on that day's close of business of the New York Stock Exchange. Contributions received at any other time will be applied to the appropriate account on the next succeeding Business Day. Written confirmation of receipt and deposit will be provided to the Plan Sponsor or its designee by mail. The Contractor shall notify the Plan Sponsor or its designee by telephone within two business days of discovery of transactions received not in Good Order. If after 5 business days, transactions remain not in Good Order, the Contractor will require the Plan Sponsor to provide written consent for the Contractor to continue holding the amount of the contributions related to the not in Good Order transactions in a non-interest bearing suspense account. If after 14 business days (Exceptions up to 30 days may be granted on a case-by-case basis), the transactions remain not in Good Order, the amount of the contributions received not in Good Order will be refunded to the Plan Sponsor.
7. All correspondence and marketing materials written specifically for the Plan Sponsor, the Plan participants and the Plan Sponsor's employees shall be provided to the Plan Sponsor or its designee for approval prior to the scheduled date of publication or distribution.
8. A calendar year-end report shall be delivered to the Plan Sponsor, by March 31st of the following year. The custom Plan Review book includes Plan-specific data on plan assets, participant counts and average balances, contribution and distribution activities, service utilization along with fund performance and Scorecard information. Industry benchmarking is available to help you compare your Plan to other comparable plans in the industry.

9. The Contractor will maintain appropriate records and documents for not less than six years from document creation. Upon reasonable prior notice, each party will make available to the other such records and documents relating to this Agreement as may be required for a Plan audit.

**Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan
Schedule C: Performance Standards**

	Performance Standard	Amount At Risk
Participant Services		
Hours of availability of call center	Monday – Friday 5AM – 6PM PT	N/A
Average wait-time per call	Less than 45 seconds	\$250
Number of group education sessions *Virtual/On-site Financial Wellness Education	Minimum 12 per year	\$250
Number of days for individual consultations	8 per month	\$250
Contractor to increase average deferral rate over the initial 5 year contract period	2 percentage points increase from average deferral rate at January 1, 2022	\$2,500
Contractor to increase average participation rate annually	1 percentage point increase to average participation rate per year (year over year)	\$2,500
Percentage of participants with beneficiary information	10% increase in the first calendar year, then 5% increase each of the following calendar years thereafter, or until 75% beneficiary is achieved.	\$2,500
Plan Sponsor Services		
Number of days after quarter end: Plan report	15 days after quarter end	\$500
Deferred Compensation Committee education and training relative to legislative and regulatory changes; Plan Sponsor education and training for use and best practice of Contractor's employer portal website and tools	As needed	N/A
Frequency of processing de minimis accounts	Upon direction of the County	N/A
Maximum number of hours before receiving call back from Relationship Manager	24 hours or next business day	N/A
Operations		
Contribution reconciliations	Same day if received in good order	\$500

Contribution postings	Same day if received in good order before 4pm EST	\$500
Hardship withdrawals paid (upon receipt of paperwork)	99% processed within two business days if received in good order	\$500
Qualified Domestic Relations Orders (DRO)	99% processed within five business days if received in good order	\$500
Receipt of loan proceeds	99% processed same day if online and 2 business days if paper and received in good order before 4pm EST	\$500
Payment of final distribution	99% processed within 5 business days from good order date	\$500
Processing of fund transfers	99% processed same day if requested prior to 4pm EST and received in good order	\$500
Processing of rollover contributions	99% processed within 2 business days if received in good order before 4pm EST	\$500
Statements and Disclosures		
Number of days after quarter end: Participant statements	Mailed within 15 calendar days	\$500
Number of days after quarter end: Sponsor statements	Mailed within 15 calendar days	\$500
Annual Performance/Compliance Report: Plan Sponsor	Annually; no later than March 31 st of the following year	\$2500
Date of receipt for 408(b)(2) disclosure	Posted to Sponsor websites monthly if requested.	N/A
Date of receipt of 404(a)(5) disclosure	Posted to Sponsor and Participant websites monthly if requested.	N/A
Communications		
Ongoing Client Marketing Strategist support for Appendix II to Schedule A: Education services and to meet Schedule C: Performance Standards related metric goals	Assigned Client Marketing Strategist for duration of contract	N/A

* The Contractor's obligation under these performance guarantees is conditioned as follows:

The above service guarantees are subject to further negotiation with the County. Contractor measures performance against standards for all our defined contribution clients. Should the County determine County's service does not meet the standards described above, they may provide Contractor with written notice within 30 days of the service deficiency. The County may request the service guarantee be paid not to exceed \$25,000 annually. The Contractor to provide a report, no less than annually each calendar year detailing their compliance/delinquencies with these performance criteria. The initial benchmark/baseline performance data will be calculated using data beginning January 1, 2022. Neither the Plan Sponsor nor the Contractor shall be liable to the other for any delays or damages or any failure to act due, occasioned, or caused by reason of restrictions imposed by any government or government agency, acts of God, strikes, labor disputes, action of the elements, or causes beyond the control of the parties affected thereby.

Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan Schedule D: Investment Provider Minimum Standards Disclosure Statement

The following items summarize the minimum administrative requirements required in order for the Contractor to transact with an investment provider on the Plan's behalf:

1. Pricing Deadlines: The investment provider must furnish the Contractor with confirmed net asset value information as of the close of trading (generally 4:00 p.m., Eastern Time) on the New York Stock Exchange ("Close of Trading") on each business day that the New York Stock Exchange is open for business ("Business Day") or at such other time as the net asset value of the fund is calculated as disclosed in the relevant then current prospectus(es) in a format that includes (i) the fund's name and the change from the last calculated net asset value, (ii) dividend and capital gains information as it arises, and (iii) in the case of a fixed income fund, the daily accrual or the distribution rate factor. Such information shall be provided to the Contractor by 6:30 p.m. Eastern Time. "Net" means after all management, service and administrative expenses are deducted. In the case of a Stable Value Option, that is providing a current credited interest rate, which is used to compute the daily applicable unit value, it will be provided on a quarterly basis (or earlier if applicable).
2. Pricing Error Reimbursements: The investment provider shall agree to hold the Plan harmless for any amounts erroneously credited to participant accounts due to (i) an incorrect calculation of the fund's daily net asset value ("NAV"), dividend rate, or capital gains distribution rate or (ii) incorrect or late reporting of the daily net asset value, dividend rate, or capital gains distribution rate of a fund, by reimbursing the Contractor, on the Plan's behalf. In addition, the fund shall be liable to the Contractor for systems and out of pocket costs incurred by the Contractor in making the Plan's or the participant's account whole, if such costs or expenses are a result of the fund's failure to provide timely or correct net asset values, dividend and capital gains or financial information and if such information is not corrected by 4:00 p.m. Eastern Time of the next Business Day after releasing such incorrect information provided the incorrect NAV as well as the correct NAV for each day that the error occurred is provided. If a mistake is caused in supplying such information, which results in a reconciliation with incorrect information, the amount required to make a Plan's or a participant's account whole shall be borne by the investment provider providing the incorrect information, regardless of when the error is corrected.
3. Sales Literature: The investment provider will provide to the Contractor at least one complete copy of all prospectuses, statements of additional information, annual and semiannual reports and proxy statements, other related documents, and all amendments or supplements to any of the above documents that relate to the fund promptly after the filing of such document with the SEC or other regulatory authorities. The investment provider agrees to provide to the Contractor, in electronic format, performance updates and portfolio updates for the fund within 10 business days after the end of each calendar quarter.
4. Advertising: Advertising and literature with respect to the fund prepared by the Contractor for use in marketing shares of the fund to the Plan shall be submitted to the investment provider for review and approval before such material is used with the Plan. The investment provider shall advise the Contractor in writing within three (3) Business Days of receipt of such materials of its approval or disapproval of such materials.
5. Expense Reimbursement: The investment provider shall make available for reimbursement certain out-of-pocket expenses the Contractor incurs in connection with providing shareholder services to the Plan. These expenses include actual postage paid by the Contractor in connection with mailing updated prospectuses, supplements and financial reports to participants, and all costs incurred by the Contractor associated with proxies for the fund, including proxy preparation, group authorization letters, programming for tabulation and necessary materials (including postage).
6. Excessive Trading: The investment provider shall use its best efforts and shall reasonably cooperate with the Contractor to generally prevent any market timing and frequent trading activity under the Plan. See the Contractor's "Excessive Trading" Policy, Schedule E.

Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan Schedule E: Voya Financial® “Excessive Trading” Policy

The Voya Financial® family of insurance companies (“Voya®”), as providers of multi-fund variable insurance and retirement products, has adopted this Excessive Trading Policy to respond to the demands of the various fund families which make their funds available through our variable insurance and retirement products to restrict excessive fund trading activity and to ensure compliance with Section 22c-2 of the Investment Company Act of 1940, as amended. Voya’s current definition of Excessive Trading and our policy with respect to such trading activity is as follows.

1. Voya actively monitors fund transfer and reallocation activity within its variable insurance and retirement products to identify Excessive Trading.

Voya currently defines Excessive Trading as:

- a. More than one purchase and sale of the same fund (including money market funds) within a 60 calendar day period (hereinafter, a purchase and sale of the same fund is referred to as a “round-trip”). This means two or more round-trips involving the same fund within a 60 calendar day period would meet Voya’s definition of Excessive Trading; or
- b. Six round-trips within a 12 month period.

The following transactions are excluded when determining whether trading activity is excessive:

- a. Purchases or sales of shares related to non-fund transfers (for example, new purchase payments, withdrawals and loans);
 - b. Transfers associated with scheduled dollar cost averaging, scheduled rebalancing or scheduled asset allocation programs;
 - c. Purchases and sales of fund shares in the amount of \$5,000 or less;
 - d. Purchases and sales of funds that affirmatively permit short-term trading in their fund shares, and movement between such funds and a money market fund; and
 - e. Transactions initiated by a member of the Voya family of insurance companies.
2. If Voya determines that an individual has made a purchase of a fund within 60 days of a prior round-trip involving the same fund, Voya will send them a letter warning that another sale of that same fund within 60 days of the beginning of the prior round-trip will be deemed to be Excessive Trading and result in a six month suspension of their ability to initiate fund transfers or reallocations through the Internet, facsimile, Voice Response Unit (VRU), telephone calls to Customer Service, or other electronic trading medium that Voya may make available from time to time (“Electronic Trading Privileges”). Likewise, if Voya determines that an individual has made five round-trips within a 12 month period, Voya will send them a letter warning that another purchase and sale of that same fund within 12 months of the initial purchase in the first round-trip in the prior twelve month period will be deemed to be Excessive Trading and result in a six month suspension of their Electronic Trading Privileges. According to the needs of the various business units, a copy of the warning letters may also be sent, as applicable, to the person(s) or entity authorized to initiate fund transfers or reallocations, the agent/registered representative or investment adviser for that individual. A copy of the warning letters and details of the individual’s trading activity may also be sent to the fund whose shares were involved in the trading activity.
 3. If Voya determines that an individual has used one or more of its products to engage in Excessive Trading, Voya will send a second letter to the individual. This letter will state that the individual’s Electronic Trading Privileges have been suspended for a period of six months. Consequently, all fund transfers or reallocations, not just those which involve the fund whose shares were involved in the Excessive Trading activity, will then have to be initiated by providing written instructions to Voya via regular U.S. mail. During the six month suspension period, electronic “inquiry only” privileges will be permitted where and when possible. A copy of the letter restricting future transfer and reallocation activity to regular U.S. mail and details of the individual’s trading activity may also be sent to the fund whose shares were involved in the Excessive Trading activity.
 4. Following the six month suspension period during which no additional Excessive Trading is identified, Electronic Trading Privileges may again be restored. Voya will continue to monitor the fund transfer and reallocation activity, and any future Excessive Trading will result in an indefinite suspension of the Electronic Trading Privileges. Excessive Trading activity during the six month suspension period will also result in an indefinite suspension of the Electronic Trading Privileges.

5. Voya reserves the right to limit fund trading or reallocation privileges with respect to any individual, with or without prior notice, if Voya determines that the individual's trading activity is disruptive, regardless of whether the individual's trading activity falls within the definition of Excessive Trading set forth above. Also, Voya's failure to send or an individual's failure to receive any warning letter or other notice contemplated under this Policy will not prevent Voya from suspending that individual's Electronic Trading Privileges or taking any other action provided for in this Policy.
6. Each fund available through Voya's variable insurance and retirement products, either by prospectus or stated policy, has adopted or may adopt its own excessive/frequent trading policy. Voya reserves the right, without prior notice, to implement restrictions and/or block future purchases of a fund by an individual who the fund has identified as violating its excessive/frequent trading policy. All such restrictions and/or blocking of future fund purchases will be done in accordance with the directions Voya receives from the fund.

**Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan
Schedule F: Additional Plan Services & Fees**

1. Miscellaneous Plan Service Charges
 - a. Express mailing of termination, withdrawal and loan checks & related paperwork to participant (on exception basis only).
\$50.00 per occurrence, to be assessed against the participant's account.
EFT and ACH Credit are free of charge.
 - b. Wiring of termination, withdrawal and loan proceeds to participant.
\$50.00 per occurrence, to be assessed against the participant's account.
 - c. EFT and ACH Credit are free of charge. Stop payment.
\$50.00 per occurrence, to be assessed against the participant's account.
 - d. A loan initiation fee will apply to each Plan subject to this Agreement that permits loans. The Contractor shall charge a one-time fee to the participant at the time of loan for services rendered.
\$100 per loan.
 - e. A self-directed brokerage account fee applicable to each Plan subject to this Agreement that has elected to use this optional service.
\$50.00 annual fee per participant, to be assessed against the participant's account.
 - f. A Qualified Domestic Relations Order (QDRO): \$450.00 processing fee
 - g. If Participant Investment Advisory Services are selected, two service options may be available: a discretionary managed account service which charges a fee to participants who utilize the service and an online, point-in-time advice service available at no additional charge. . Please refer to the Participant Investment Advisory Services Plan Sponsor agreement for charges specific to your plan.
 - h. If the Portfolio Blueprint® 3(21) or 3(38) program is selected, the pricing of the Voya product offered to your Plan is affected by several factors including the use of this program. As compensation, the provider of the Portfolio Blueprint® program, may receive from the Contractor a fixed annual fee plus a variable fee based on Plan assets. Please refer to the Portfolio Blueprint Program Service Agreement for fees specific to your Plan and other important information.
 - i. Other Charges. In addition to any other charges described herein, an additional charge will be incurred if we agree to provide other special services at your request. The charge will be based on our standard charge for such service or will be based on a formula for time spent to provide the service. You will be notified at the time of your request if an additional charge is applicable.

2. Testing Services and Fees

The following testing service options are included unless otherwise noted. Delivery of the testing packages is contingent on the Contractor's timely receipt of the necessary data in Good Order each Plan year. A standard data layout will be provided by the Contractor for this purpose.

Additional fees may apply for certain complex testing scenarios.

- a. ACP Testing. Includes up to one hour of consulting per test.
 - i. Frequency of ACP testing needed:
 ACP Testing not required or not to be performed by the Contractor
 Monthly Quarterly Semi-annually Yearly
 - ii. ACP testing by sub-group or location needed:
 Not applicable or required Yes

3. The following compliance services are available to Plans with a minimum of \$5 million in assets on an as-needed basis. If such testing is required, the plan sponsor will be billed directly for the services provided according to the following fee schedule:

Your Plan may need one or more of tests below based on your plan design. You will be billed annually if applicable to your plan for that Plan Year.

Service	Fee
410(b) Ratio Percentage Testing	No additional charge
414(s) Compensation testing	\$500 per occurrence
Annual Employer Contribution Limit Calculations* (Cross-tested/New Comparability)	\$500 per occurrence
401(a)(4) Nondiscrimination testing	\$1250 per occurrence
401(a)(4) Benefits, Rights and Features testing	\$1250 per occurrence

*NOTE: Plans with a new Comparability allocation will require an allocation and 401(a)(4) testing fee.

The Contractor will not perform testing or aggregate test results for “Control Groups” or “Affiliated Service Groups” (as defined by the IRS) for benefit plan assets at other providers.

Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan Appendix I to Schedule F

Fee Levelization Service

This optional service allows the Contractor to apply any revenue sharing generated by the plan's mutual fund investment options to the individual participant's whose account balances generated the revenue as a revenue credit. This credit may fully or partially offset the Plan's recordkeeping fees. Contractor will receive its required revenue as described in Section 3.01 of this Agreement.

This optional service allows the Contractor to apply any revenue sharing generated by the plan's mutual fund investment options and the service fee applicable to the Voya Stable Value 35 to the individual participant's whose account balances generated the revenue as a revenue credit. This credit may fully or partially offset the Plan's recordkeeping fees. Contractor will receive its required revenue as described in Section 3.01 of this Agreement.

- The Plan Sponsor elects to utilize the Contractor's Fee Levelization Service (the "Service") as described herein.

The revenue credit will be calculated monthly, on the 20th of the month (or the next business day if the 20th falls on a day the New York Stock Exchange is closed). It will be based on the average daily fund balance of the prior month, excluding the self-directed brokerage account funds, outstanding loan balances and the Voya Stable Value 35 Fund. Revenue basis points for all funds active on the first day of the month for which the revenue credit is being calculated will be used. Any revenue credit due to a participant will be allocated to their account on the same day as the revenue credit is calculated and invested prorata in accordance with their then current fund allocation instructions. Revenue credits will not be allocated to any self-directed brokerage account (SDBA) and or any outstanding loan balances, if available to the Plan.

The revenue credit will be calculated monthly, on the 20th of the month (or the next business day if the 20th falls on a day the New York Stock Exchange is closed). It will be based on the average daily fund balance of the prior month, excluding the self-directed brokerage account funds and outstanding loan balances. Revenue basis points for all funds active on the first day of the month for which the revenue credit is being calculated will be used. Any revenue credit due to a participant will be allocated to their account on the same day as the revenue credit is calculated and invested prorata in accordance with their then current fund allocation instructions. Revenue credits will not be allocated to any self-directed brokerage account (SDBA) and or any outstanding loan balances, if available to the Plan.

A separate calculation will be performed for terminated participants who have a zero balance as of the end of the prior month as a result of a full withdrawal during the month. The credit will be calculated as described below. The monthly asset-based service fee will be calculated, and if the revenue credit is less than the asset-based service fee owed, no revenue credit or fee will be credited or debited from the account. If the revenue credit is greater than the monthly asset based fee, the net amount will be allocated to the participant's account following the posting of the revenue credit to the participants account with a zero balance, a distribution will be processed on behalf of the participant, following the same distribution method as the original termination transaction. No additional processing fee, if applicable, will be charged to the participant account for the subsequent distribution processing of the revenue credit.

The Plan Sponsor agrees that:

- The offering of this Service assumes that the plan's investment menu does not contain any investment options which prohibit this type of arrangement.
- Contractor reserves the right to discontinue this Service should it be called into question, subject to scrutiny, or be deemed to be in violation of applicable law or regulation.
- Neither VRIAC or the Broker-Dealer, nor any of their affiliates, is acting as a fiduciary ERISA in connection with the Service.

Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan Schedule G: General Compensation Provisions

1. Direct and Indirect Compensation:

This Schedule describes compensation received by the Contractor for services rendered to the Plan and Plan participants, including fees and revenue derived from both direct and indirect sources.

Direct Compensation includes compensation paid directly by Plan Sponsor or the Plan to the Contractor for plan recordkeeping and administrative services including certain transaction fees that are charged directly to participant accounts.

Indirect Compensation includes compensation from sources other than direct fees that the Contractor may collect from third parties, including revenue derived from service arrangements with mutual funds, revenue sharing and other indirect compensation that may be generated in servicing the Plan.

2. Assumptions:

As provided in Section 1 of the Agreement, the Contractor has agreed to perform certain services. Based on the assumptions outlined in the Agreement, the Contractor agrees to supply the Services for the compensation specified in Section 3.01 of the Agreement, as supplemented by any additional compensation or transaction fees as specified within Schedule F and with respect to Investment Advisory Services and/or Self Directed Brokerage Account, as specified in a separately executed agreement(s).

3. Fund Specific Revenue:

Indirect compensation received by the Contractor represents revenue from investment companies based on the investment of assets held in the Plan pursuant to agreements between the applicable investment companies and the Contractor. They represent fees payable from such investment companies for shareholder services, sub-transfer agency services, or pursuant to a 12b-1 plan adopted by such investment companies.

In the case of investment options of VRIAC affiliates or former affiliates, Contractor compensation represents revenue assumptions made by the Contractor's defined contribution business for purposes of product pricing. Gross revenues from such investment options generally include payments for investment management and for certain administrative services. Pricing assumptions are derived from gross fund revenues, less the internally transferred costs of fund management and administration. The pricing assumptions for certain investment options of VRIAC affiliates or former affiliates reflect the approximate weighted average of the net fund revenues of each portfolio within a given VRIAC fund complex. In the case of the Voya Stable Value Fund, the fund revenue to the Contractor is the portion of the overall fund expenses which the trustee has agreed to pay the Contractor on an annual basis for sub-transfer agent fees.

4. Changes in Investment Options:

To the extent the Contractor's compensation is derived in whole or in part from revenue from the Plan Sponsor's selection of certain investment products offered by or through the Contractor, the Contractor reserves the right to amend the Agreement, including this Schedule, in the event such revenue is reduced by a change in the investment products or options available under the Plan.

Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan
Schedule H: Reimbursement of Plan Expenses and Mutual Fund Revenue Share

Expense Account for Service Expenditures (“EASE Account”)

The EASE Account is a funding source that can be directed towards the payment of allowable plan administrative expenses or allocated to participant accounts. The amount allocated to the EASE Account is directly attributable to excess fund revenue sharing amounts and administrative service fees in the amount of 0.06% of the assets of the Plan, but excluding any outstanding loan balances and assets in the Self Directed Brokerage Account. Please refer to your Expense Account for Service Expenditures Agreement for complete details regarding the administration of this optional account.

Changes to the amount allocated to the EASE Account may be made by (i) the Plan Sponsor by submission of such change to the Contractor on such form as Contractor may prescribe from time to time, or (ii) the Contractor by written notice to the Plan Sponsor.

Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan Schedule I: VRIAC's Policy for Correction of Inadvertent Processing Errors

As your Plan's administrative service provider, Voya Retirement Insurance and Annuity Company ("VRIAC") has agreed to process transaction orders received in good order prior to market close from the plan and plan participants accurately and on a timely basis. We seek to avoid transaction processing errors to the greatest extent possible, but inadvertent errors do occur from time to time. Inadvertent processing errors are exclusively defined as incorrect or untimely processing by VRIAC employees of transactions that are received in good order. Inadvertent processing errors do not include errors made by plan sponsors or third parties.

VRIAC will correct any identified inadvertent processing error caused by VRIAC (a "VRIAC inadvertent processing error") as soon as practicable, typically no later than five (5) business days after VRIAC has identified sufficient information to correct the error. VRIAC represents that in no event will VRIAC exercise discretionary authority or control over the correction of inadvertent processing errors in order to maximize gain or correct such error for VRIAC's own benefit or interest.

Once a VRIAC inadvertent processing error has been identified, we promptly take corrective action to put the plan and its participants in a position financially equivalent to the position they would have been in if the processing error had not occurred. This means that VRIAC will make the plan whole for any loss to a plan resulting from correcting a VRIAC processing error. If any gain to a plan results in connection with a corrected transaction, VRIAC will keep that gain. The following examples illustrate the effect of the policy:

- When a plan participant directs that a certain dollar amount be contributed to their plan account, VRIAC credits the number of investment units that dollar amount will purchase to the participant's account on Day 1, the day the contribution is processed.

The number of units is based on the unit's dollar value on Day 1, as set by the investment fund and communicated to VRIAC after market close. If an inadvertent error occurs, and VRIAC does not process the contribution until Day 2, VRIAC will determine the number of units that should have been credited on Day 1, using Day 1's unit price. If, on Day 2, the unit price has gone up, the dollar amount of the contribution will not be enough to cover the number of units the participant should have received. VRIAC will make up the difference such that the participant receives the number of units he or she would have received on Day 1 and VRIAC will absorb the loss. The participant is not charged for any additional cost.

However, if, on Day 2, the unit price has gone down, the amount of the contribution would purchase more units on Day 2 than it would have purchased on Day 1. In that circumstance, the participant will receive the number of units they would have received on Day 1 had the transaction been processed and VRIAC will keep the excess as part of its overall fee for services under the contract.

Regardless of whether there is a gain or a loss, the participant receives the benefit of what they requested.

- When a plan participant makes a withdrawal request of a certain dollar amount from their account, VRIAC liquidates or sells the number of investment units needed in order to make the distribution. Thus, on Day 1, VRIAC typically would sell or liquidate investment units in the participant's investment fund at Day 1's price to make the distribution. If, due to a VRIAC inadvertent processing Error, VRIAC processes the instructions a day late, VRIAC will make sure that the participant receives the dollar amount they requested. VRIAC will sell or liquidate the same number of units that would have been sold on Day 1 had the transaction been accomplished on Day 1. If the unit price has declined, liquidated units will have a lower value on Day 2 than they had on Day 1, which means that VRIAC must make up the difference so that the participant receives the requested amount in full. In doing so, VRIAC will incur a loss, which it absorbs. On the other hand, if the market has gone up and the units have increased in value, VRIAC will sell the same number of units as it would have sold on Day 1, but the sales amount will be higher than the requested withdrawal. VRIAC will keep the excess as part of its overall fee. In either circumstance, the participant receives the benefit of what they requested and bears no additional cost.

VRIAC tracks the net financial experience of VRIAC's Correction Account and the effect of the corrections for each affected plan on an annual basis and will make that information available in accordance with ERISA Section 408(b)(2). Any gains kept by VRIAC constitutes additional compensation for the services provided by VRIAC under its contract and VRIAC will report it in accordance with ERISA Section 408(b)(2).

By executing an administrative services agreement with Contractor, Plan Sponsor is authorizing Contractor's application of the error correction policy as described above to the Plan in connection with the plan administrative services that Contractor will provide. Plan Sponsor has the right to terminate Contractor's services in accordance with the terms of the administrative services agreement.

**Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan
Schedule J: Authorized Plan Sponsor Representative**

The Contractor is hereby authorized to act upon the directions, instructions, and any information provided by any of the Authorized Plan Sponsor Representatives listed below. These signatures will be accepted until the Contractor is notified of a change in writing. The following person(s) have the authority under the Plan to provide direction to the Contractor with respect to administration of the Plan including any benefit sensitive financial transactions permitted under the Plan and requests for contribution refunds. In the event that a Plan Sponsor Representative is removed or replaced, the Contractor must be notified immediately in writing - please contact the Contractor's designated Plan Manager to request the applicable administrative form to complete.

1.	Name <i>(please type or print)</i>	Title
	Agency, Division or Location Name and Code (if applicable)	
	Authorized Plan Sponsor Representatives Signature	
2.	Name <i>(please type or print)</i>	Title
	Agency, Division or Location Name and Code (if applicable)	
	Authorized Plan Sponsor Representatives Signature	
3.	Name <i>(please type or print)</i>	Title
	Agency, Division or Location Name and Code (if applicable)	
	Authorized Plan Sponsor Representatives Signature	
4.	Name <i>(please type or print)</i>	Title
	Agency, Division or Location Name and Code (if applicable)	
	Authorized Plan Sponsor Representatives Signature	

**Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan
Schedule K: Contractor's Primary Contact**

The Contractor designates the following individual(s) to serve as its primary point of contact to the Plan Sponsor with respect to this Agreement.

Shelley Fredrick

Vice President, Strategic Relationship Manager
Voya Retirement Insurance and Annuity Company
One Orange Way
Windsor, CT 06095

**Clackamas County & Clackamas Housing Authority 457(b) Deferred Compensation Plan
Schedule L: Servicing Representatives**

The Contractor and/or the Plan Sponsor designate the following individual(s) to serve as its representatives with respect to this Agreement. Representatives are designated as one of the following:

Agent, including Career Agent – Insurance licensed and Company appointed with Voya Retirement Insurance and Annuity Company, registered representative of Voya Financial Advisors, Inc. and receives commission based compensation.

Broker – (Non Voya FA Only) – Insurance licensed and Company appointed with Voya Retirement Insurance and Annuity Company, but affiliated with a broker-dealer other than Voya Financial Advisors, Inc. and receives commission based compensation.

Salaried Enroller – Voya Retirement Insurance and Annuity Company employees who will not receive commission based salary and are registered representatives of Voya Financial Advisors, Inc.

<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Broker <input type="checkbox"/> Salaried Enroller Representative Name <u>Wendy Stefani</u> Last 4 Digits SSN <u>6289</u> Broker Dealer Affiliation <u>Voya Financial Advisors, Inc.</u> Office Code <u>045</u> Rep # <u>128</u> % Participation <u>100</u> (Loc. Code <u> </u>)
<input type="checkbox"/> Agent <input type="checkbox"/> Broker <input type="checkbox"/> Salaried Enroller Representative Name _____ Last 4 Digits SSN _____ Broker Dealer Affiliation _____ Office Code _____ Rep # _____ % Participation _____ (Loc. Code _____)
<input type="checkbox"/> Agent <input type="checkbox"/> Broker <input type="checkbox"/> Salaried Enroller Representative Name _____ Last 4 Digits SSN _____ Broker Dealer Affiliation _____ Office Code _____ Rep # _____ % Participation _____ (Loc. Code _____)

**EXHIBIT A
CLACKAMAS COUNTY
GOVERNMENTAL CONTRACTING ADDENDUM
Contract #4082**

This Oregon Governmental Contracting Addendum (“Addendum”) is entered into by Clackamas County, a political subdivision of the State of Oregon (“County”) and **Voya Retirement Insurance and Annuity Company and Voya Financial Partners, LLC** (“Contractor”). This Addendum shall be attached to, and incorporated into, Retirement Plan Services Agreement (“Vendor Agreement”). As used below, "Contract" means this Addendum and the Vendor Agreement. To the extent there is any conflict between the Addendum and the Vendor Agreement, the terms of this Addendum shall control.

- A. Term.** This Contract shall become effective **October 1, 2021** upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2026** (initial term). This Contract may be renewed for four (4) additional 1-year periods upon written approval of both parties.
- B. County Contract Administrator.** The County Contract Administrator for this Contract is **Billie Hurley**.
- C. Invoices and Payments.** Invoices shall be submitted to: Billie Hurley via email at Billiehur@clackamas.us
Fees shall be paid according to the Retirement Plan Services Agreement. Payment and late fees shall only be in accordance with ORS 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.
- D. Insurance.** Contractor 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. Contractor shall provide proof of said insurance and name the County as an additional 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.

Required - Workers Compensation: Contractor shall comply with the workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$5,000,000 per occurrence, with an annual aggregate limit of \$5,000,000 for damages caused by error, omission or negligent acts.
<input 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.
<input checked="" 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.
<input type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.
<input checked="" type="checkbox"/> Cyber Liability: combined single limit, or the equivalent, of not less than \$5,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least one hundred and eighty (180) days written notice to the County. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- E. Debt Limitation.** The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:
1. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 2. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 4. As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- G. Governing Law; Venue.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- H. Termination.** This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon one-hundred eighty (180) days written notice to Contractor; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; (iii) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- I. Compliance.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. This includes, 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; (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.

- J. Tax Compliance.** Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract 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 Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- K. Indemnification.** Contractor agrees to indemnify, hold harmless and defend the County, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Contractor or Contractor's employees or agents. Any obligation of the County to indemnify, hold harmless and defend Contractor, 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) from and against all 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 County or the County's employee or agents.
- L. 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 Contract waiving a right to a jury trial or requiring binding arbitration are void.
- M. Records.** Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives 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.
- N. Subcontractors.** Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
- O. Confidentiality.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software)

which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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 purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

P. 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.

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

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein.

Voya Retirement Insurance and Annuity Company

Clackamas County



Authorized Signature Date

Chair

Name/Title (Printed)

Recording Secretary Date

Voya Financial Partners, LLC



Authorized Signature Date

Approved As To Form:

Clackamas County Counsel Date

Name/Title (Printed)

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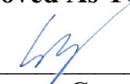
Recording Secretary Date

Voya Financial Partners, LLC

Approved As To Form:

Authorized Signature Date

09/14/2021



Clackamas County Counsel Date

Name/Title (Printed)



NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Michael Bork, Director

September 30, 2021

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of Ground Lease Agreement of Trolley Trail Easement between North Clackamas Parks and Recreation District (NCPRD) and Crainic Auto Group Inc. dba Gladstone Mitsubishi

Purpose/ Outcomes	Approval of ground lease agreement of Trolley Trail Easement
Dollar Amount and Fiscal Impact	Lease revenue is \$13,032 and increases 3% annually.
Funding Source	n/a
Duration	October 1, 2021 – September 30, 2022
Previous Board Action	March 25, 2010 – Board Order No. 2010-27 Authorizing Execution of Real Property Leases or Other Agreements Along the Trolley Trail Right-of-Way
Strategic Plan Alignment	<ol style="list-style-type: none"> How does this item align with your department’s Strategic Business Plan goals? NCPRD is committed to providing essential economic development, public spaces, and community enrichment services to residents, businesses, visitors and partners so they can thrive and invest in a healthy, vibrant, and prosperous Clackamas County both now and in the future. This lease contributes additional revenue for the District to provide essential recreation services and enhanced public spaces for the residents of NCPRD. How does this item align with the County’s Performance Clackamas goals? This request to approve the lease agreement ensures a legally compliant and transparent business process, which aligns with the County goal of Building Public Trust through Good Government.
County Counsel Review	Jeff Munns, 9/15/21
Procurement Review	<ol style="list-style-type: none"> Was the item processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If no, provide brief explanation: This is for lease revenue for the District.
Contact Person	Michael Bork, <i>NCPRD Director</i> , 971-610-1036
Contract No.	

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), requests approval of a ground lease agreement between NCPRD and Crainic Auto Group, dba Gladstone Mitsubishi.

This lease was originally made between Union Pacific Railroad Company as Lessor and Palmer Kellum, dba Kellum Motors as Lessee. The Lessor's interest was subsequently assigned to Metro, a municipal corporation, on January 24, 2002, and later to North Clackamas Parks and Recreation District on April 20, 2005. NCPRD is the current owner of this property. The lease agreement between Palmer Kellum and NCPRD expires September 30, 2021.

On June 7, 2021, Crainic Auto Group, dba Gladstone Mitsubishi expressed interest in entering into a Ground Lease with NCPRD for these grounds located at 18396 SE McLoughlin Boulevard, Milwaukie, OR 97267.

RECOMMENDATION:

Staff respectfully recommend the Board approve the Ground Lease Agreement with Crainic Auto Group, Inc. dba Gladstone Mitsubishi.

ATTACHMENTS:

1. Ground Lease Agreement – Trolley Trail Easement
2. Exhibit A – Real Property Description
3. Exhibit B – Property Map

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael Bork", written in a cursive style.

Michael Bork, Director
North Clackamas Parks and Recreation District

GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (this "Lease") made and entered into by and between North Clackamas Parks and Recreation District, a county service district ("Landlord") and Crainic Auto Group, Inc. dba Gladstone Mitsubishi ("Tenant") on _____ day of _____, 2021.

- 1. PROPERTY AND TERM.** In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes and leases from Landlord those certain real Property as described on the attached Exhibit A (the "Property") and depicted on the attached Exhibit B.

TO HAVE AND TO HOLD the same for a term commencing on the date this document is fully executed by all parties (the "Commencement Date") and shall continue for successive one-month terms until and unless it is terminated by either party (as defined below).

- 2. BASE RENT.** Tenant agrees to pay Landlord Rent for the Property at the rate of **\$13,032 per year** for the Property ("Rent"), payable in quarterly installments and will be prorated based on the number of months the property is leased . One such quarterly installment shall be due and payable on the Commencement Date and a like quarterly installment shall be due and payable on or before the first day of each January, April, July, and October of each year during the Term. The Rent shall increase 3% per year during the Term of the lease, effective each October quarterly payment for such year.

- 3. PURPOSE AND USE OF PROPERTY.** Tenant may use the property for general commercial activities consistent with the current use of the Property, specifically the repair and sale of automobiles and related activities, *provided, however,* that such use is consistent with applicable zoning restrictions, and any applicable restrictions encumbering the Property. Tenant shall not, at any time, use or occupy, or suffer or permit anyone to use or occupy, the Property, or do or permit anything to be done in the Property, in any manner that may (a) cause injury to, or in any way impair the value or proper utilization of, all or any portion of the Property; (b) constitute a violation of the laws and requirements of any public authority or the requirements of insurance bodies, or any covenant, condition or restriction affecting the Property; or (c) have any detrimental environmental effect on the Property that arises out of a violation or violations of any applicable local, state and federal laws, rules and regulations now or hereafter in force and all applicable judicial and administrative decisions in connection with the enforcement thereof pertaining to either or both of the Property and Tenant's use and occupancy thereof (collectively, "Laws").

If Tenant seeks to alter the use of the Property then Tenant must first obtain Landlord's prior written consent. During the Term the Tenancy shall comply with all Laws, including but not limited to those regarding the correction, prevention and abatement of nuisances in or upon, or connected with, the Property, all at Tenant's sole expense.

Tenant must obtain the prior written consent of Landlord for any and all signage on the Property. To the extent any signage is authorized, Tenant shall remove all signs of Tenant upon the expiration or earlier termination of the Lease and immediately repair any damage to the Property caused by, or resulting from, such removal.

4. **TENANT'S MAINTENANCE.** Tenant shall at its own cost and expense keep and maintain the Property in good condition, promptly making all necessary repair and replacements including regular removal of trash and debris, keeping the Property in a clean and sanitary condition. Tenant shall restore the Property to its original condition. All such restoration shall be accomplished in good workmanlike manner.

5. **INSPECTION AND VACATION.** Landlord and Landlord's agents and representatives shall have the right to enter and inspect the Property at any reasonable time during business hours, for the purpose of ascertaining the condition of the Property. Owner will inspect and photograph existing condition at start and end of lease. Change in conditions will be evaluated for repairs, debris or encroachment at end of lease. Tenant will work with owner to remedy any unauthorized change in condition.

Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating the Property and shall arrange to meet with Landlord for a joint inspection of the Property prior to vacating. In the event of Tenant's failure to give such notice or arrange such joint inspection, Landlord's inspection at or after Tenant's vacating the Property shall be conclusively deemed correct for purposes of determining Tenant's responsibility for restoration.

6. **LIENS.** During the term, Tenant will promptly, but no later than thirty (30) days after the date Tenant first has actual knowledge of the filing thereof, or such shorter period as shall prevent the forfeiture of the Property, remove and discharge of record, by bond or otherwise, any charge, lien, security interest or encumbrance upon any of the Property or Rent which charge, lien, security interest or encumbrance arises for any reason, including but not limited to, all liens that arise out of the possession, use, occupancy, construction, repair or rebuilding of the Property or by reason of labor or materials furnished, or claimed to have been furnished to Tenant for the Property, but not including any encumbrances expressly permitted under this Lease or any charge, lien security interest or encumbrance created as the result of any act or omission of Landlord or in connection with any work performed or indebtedness incurred by or on behalf of Landlord. Nothing contained in this Lease shall be construed as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to or for the performance of any contractor, laborer, materialman, or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Property or any part thereof. Notice is hereby given that, during the Term, Landlord will not be liable for any labor, services, or materials furnished or to be furnished to Tenant, or to anyone holding an interest in the Property or any part thereof through or under Tenant, and that no mechanics or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to the Property.

7. ASSIGNMENT AND SUBLETTING. Tenant acknowledges that this Lease and the Rent due under this Lease have been agreed to by Landlord in reliance upon (a) Tenant's reputation and creditworthiness; and (b) upon the continued operation of the Premises by Tenant for the particular use set forth in Section 3 above; therefore, except as expressly permitted below in this Section 7, Tenant shall not, whether voluntarily, or by operation of law, assign or otherwise transfer, mortgage, encumber or pledge all or any portion of its interest under this Lease without the prior written consent of Landlord. Any purported assignment, mortgage, transfer or pledge requiring, but made without, the prior written consent of Landlord shall be absolutely null and void. No assignment of this Lease shall be effective and valid unless and until the assignee executes and delivers to Landlord any and all documentation reasonably required by Landlord in order to evidence assignee's assumption of all obligations of Tenant hereunder. Any consent by Landlord (and, if applicable, its lender) to a particular assignment, mortgage, transfer or pledge shall not constitute consent or approval of any subsequent assignment, mortgage, transfer or pledge.

8. LIABILITY AND INDEMNIFICATION OF LANDLORD. Landlord shall not be liable to Tenant or Tenant's employees, agents, servants, guests, invitees or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Property, resulting from and/or caused in part or whole by the negligence or misconduct of Tenant, its employees, agents, servants, guests, invitees or visitors, or by any other person entering upon the Property, or caused by any temporary structures and improvements located on the Property becoming out or repair, or caused by leakage of gas, oil, water or steam or by electricity emanating from the Property, or due to any cause whatsoever, and Tenant hereby covenants and agrees that it will at all times indemnify and hold safe and harmless the Property and Landlord. Tenant shall obtain, at Tenant's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

Tenant shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1 Million.

Tenant, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. TENANT shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

Tenant, will at its sole expense, procure and maintain a property insurance policy (ISO "Special Form" policy, or its nearest equivalent available) covering (Tenant's) personal property, including but not limited to mobile equipment, located at the Premises, providing coverage on an all-risk basis, including coverage (as available), for the perils of earthquake, flood, and windstorm. Limits of coverage shall be no less than the replacement cost of all scheduled

property. Tenant shall solely be responsible for the Property Policy's deductible and such policy will not contain a coinsurance requirement.

The Tenant shall obtain, at the Tenant's expense and keep in effect during the term of the contract, Tenant Pollution Liability insurance covering the Tenant's liability for a third party bodily injury and property damage arising from pollution conditions caused by the Tenant while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1 Million each loss/\$1 Million aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount shall be submitted to the COUNTY for review and approval

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

- 9. RIGHTS AND AUTHORITY OF LANDLORD.** Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall have, hold and use the Property for the term hereof without hindrance from Landlord, subject to the terms and provisions of this Lease.
- 10. NOTICES.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LANDLORD:

North Clackamas Parks and Recreation District
Development Services Building
150 Beaver Creek Rd, 4th Floor
Oregon City, OR 97045
Attn: Michael Bork

TENANT:

Crainic Auto Group
dba Gladstone Mitsubishi
18500 SE McLoughlin Boulevard
Milwaukie, OR
Attn: Daniel Crainic

BINDING EFFECT. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

11. NON-WAIVER. Any waiver of the compliance with any of terms herein contained by either Landlord or Tenant shall not be deemed or considered to be a continuing waiver, and shall not operate to bar or prevent the other party from exercising any rights as to any succeeding breach, either of the same condition, covenant or otherwise.

Any acceptance of partial payment of rent, or any failure by Landlord to take immediate action for non-payment of rent, shall not be a waiver by Landlord of any claims or rights, including the ability to collect all past due rent, to terminate this lease pursuant to Section 13 below, or to exercise any other legal rights possessed by Landlord.

12. TERMINATION. Either party may terminate this lease for any cause by providing at least ninety (90) days prior written notice to the other party. The termination shall be effective at the end of the 90-day notice period if a termination date is not specified in the notice.

13. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

14. PREVIOUS LEASES. By entering into the lease Landlord and Tenant agree that any previous leases in existence regarding the Property shall be automatically and immediately superseded and extinguished.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

LANDLORD:

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT, a county service district

Signature: _____
Tootie Smith, Chair

Date: _____

TENANT:

CRAINIC AUTO GROUP, INC.
an Oregon Corporation

Signature:  _____
Daniel Crainic

Date: 9-15-21

EXHIBIT A
Legal Description
TEMPORARY CONSTRUCTION EASEMENT
August 11, 2009

An easement as shown on attached Exhibit "B", located in the Southwest One-Quarter of Section 18, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land described in that Statutory Quitclaim Deed to North Clackamas Parks and Recreation District, a subdivision of Clackamas County, Oregon, recorded April 20, 2005 as Fee No. 2005-035292, Clackamas County Official Records, said easement being a portion of said tract and all of that lease area as shown in that "Lease of Property" dated October 1, 2001 between Metro, A municipal corporation ("Assignor") and Palmer Kellum, dba Kellum Motors (Lessee) and being more particularly described as follows:

Beginning at the southeast corner of that property described in Fee No. 86-41097, recorded October 20, 1986, Clackamas County Deed Records also being a point on the westerly right of way line of the Portland Traction Company Railroad right of way as located per Survey Number 2003-216, Clackamas County Survey Records;

Thence N66°10'03"E, along the easterly extension of the south line of said Fee No. 86-41097, 42.80 feet to a point on the easterly right of way line of said Portland Traction Company Railroad right of way also being a point on the westerly right of way line of Abernethy Lane (County Road No. 2337);

Thence N44°39'28"W, along the easterly right of way line of said Portland Traction Company Railroad right of way and the westerly right of way line of said Abernethy Lane (County Road No. 2337), 500.78 feet to a point on the easterly right of way line of McLoughlin Boulevard (State Highway 99 East);

Thence S26°43'57"E, along the easterly right of way line of McLoughlin Boulevard (State Highway 99 East), 129.96 feet to the most northerly corner of said Fee No. 86-41097 also being a point on the westerly right of way line of said Portland Traction Company Railroad right of way as located per Survey Number 2003-216, Clackamas County Survey Records;

Thence S44°39'28"E, along the westerly right of way line of said Portland Traction Company Railroad right of way, 361.91 feet to the Point of Beginning.

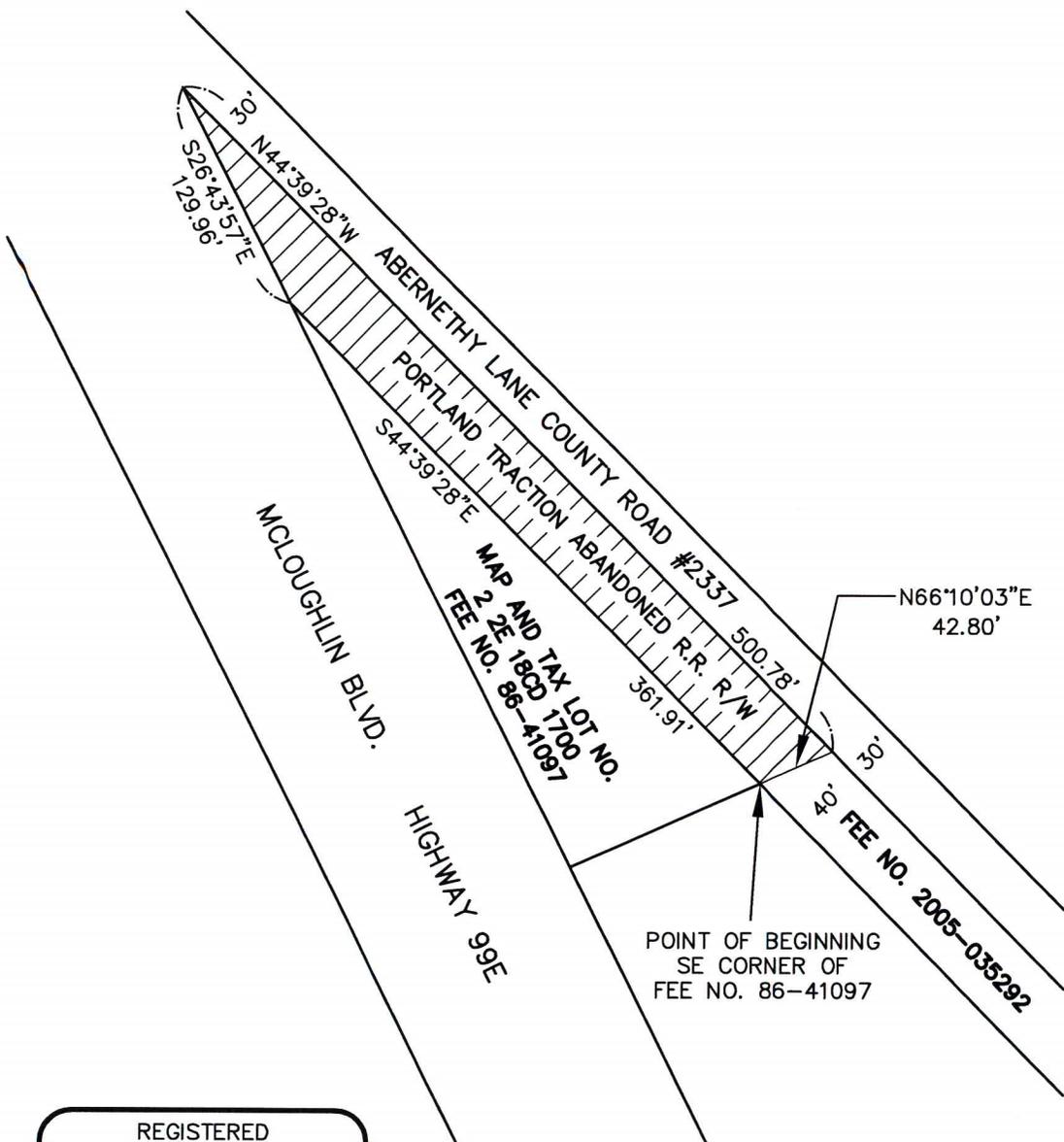
Containing 17,254 square feet more or less.

The westerly right of way line of the Portland Traction Company Railroad right of way as located per Survey Number 2003-216, Clackamas County Survey Records was held to be S44°39'28"E as the basis of bearings for this legal description.



EXHIBIT "B"

AUGUST 11, 2009



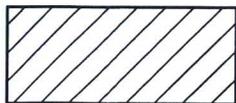
1" = 100'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian K. Henson 8-11-09
OREGON
JANUARY 20, 1998
BRIAN K. HENSON
2855

EXPIRES: 06/30/2011

LEGEND



TEMPORARY CONSTRUCTION
EASEMENT
± 17,254 SQ.FT.



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Exhibit B

