



AGENDA

Thursday February 19, 2015 – 6:00 PM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2015-13

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

1. Second Reading of Ordinance No. 03-2015 Amendments to Chapter 2.10 of the County Code Hamlets and Villages Program (Stephen Madkour, County Counsel and Gary Schmidt, Public and Government Affairs) *First reading was 2-5-15*

III. DISCUSSION ITEM *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

Public and Government Affairs

1. Resolution No. _____ Supporting Second Amendment Rights (Gary Schmidt)

IV. BOARD DISCUSSION ITEM *(The following items will be individually discussed by the Board only, followed by Board action.)*

Public and Government Affairs

1. Resolution No. _____ Supporting a Feasibility Study to Transfer Federal Lands to State or Local Ownership (Gary Schmidt)

V. CONSENT AGENDA *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Study Session. 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

- 4 1. Approval to Apply for a Continuation Grant for Oregon Department of Transportation Special Transportation Formula Funds Through Ride Connection, Inc. for Service Provided by Member of the Transportation Consortium of Clackamas County for Clackamas County Seniors and People with Disabilities

B. Department of Transportation & Development

- 5 1. Resolution No. _____ Declaring the Public Necessity and Purpose for Acquisition of Rights-of-Way and Easements for the 122nd Ave. and 132nd Ave. Sidewalk Connections Project and Authorizing Negotiations of Eminent Domain Actions

C. Public and Government Affairs

- 6 1. Approval of Assignment of Personal Services Contract with Ball Janik LLP to Summit Strategies Government Affairs, LLC for Federal Representation Services - *Purchasing*

D. Elected Officials

- 7 1. Approval of Previous Business Meeting Minutes – *BCC*
- 8 2. Approval to Apply for the 2015-2017 Child Abuse Multi-Disciplinary Intervention (CAMI) MDT Grant for the District Attorney's Office – *District Attorney*

E. Administration

- 9 1. Board Order No. _____ Adopting a Resolution for Participation in Funding Activities Oregon Office for Community Dispute Resolution

F. Emergency Management

- 10 1. Approval of an intergovernmental Agreement between the City of Portland and Clackamas County for Purchase and Reimbursement Activities Related to the Use of the FY14 United States Department of Homeland Security's Urban Area Security Initiative (UASI) Grant

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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.



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OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING

2051 KAEN ROAD OREGON CITY, OR 97045

February 19, 2015

Stephen L. Madkour
County Counsel

Board of County Commissioners
Clackamas County

Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

Members of the Board:

Second Reading of Ordinance No. 03-2015
Amendments to Chapter 2.10 of the County Code
Hamlets and Villages Program

Purpose/Outcomes	Conduct Public Hearing of Second Reading or Proposed Ordinance Amendment No. 03-2015
Dollar Amount and Fiscal Impact	The County, through PGA provides each Hamlet and Village \$2,000.00 each fiscal year, distributed in quarterly payments of \$500.00.
Funding Source	General Fund
Safety Impact	Not Applicable
Duration	Perpetual unless amended or repealed
Previous Board Action	The draft amendments were presented for board consideration at study sessions on June 24 and December 16, 2014, and February 17, 2015, and during a first reading at the February 5, 2015, business meeting.
Contact Person	Stephen Madkour, County Counsel Gary Schmidt, Public & Government Affairs Director
Contract No.	Not Applicable

BACKGROUND:

The Board requested Public and Government Affairs prepare a report evaluating the successes of the Hamlets and Villages Program. The program is a result of the Complete Communities process which began in 1999 and culminated with the adoption by the Board of County Commissioners of Ordinance 06-2005, entitled "Community Connections" which "enabled citizens in unincorporated areas of the county to form hamlets and villages as an innovative way for residents to participate in decision that affect their local communities." That ordinance is contained in Chapter 2.10 of the County Code.

In addition to financial support, Public and Government Affairs provides staff support to each Hamlet and Village. This includes coordination of speakers for meetings, conducting elections, assisting with mailings and communications, promoting the program (Citizen News), updating

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County web pages dedicated to each Hamlet and Village and providing quarterly meetings and trainings.

Currently there are four Hamlets and one Village including; the Villages at Mt. Hood (formed March 2006), the Hamlet of Beavercreek (formed September 2006), Stafford Hamlet (formed December 2006), the Hamlet of Mulino (formed May 2007) and the Hamlet of Molalla Prairie (formed March 2009).

As described in Chapter 2.10 the purpose of Hamlets and Villages is to provide "an organizational structure for unincorporated areas of the county that will facilitate involvement in community activities."

At the June 24, 2014 study session PGA presented a report evaluating the successes of the Hamlets and Villages program. In addition to providing an update on the status of the program, PGA staff recommended potential revisions to the Hamlets and Villages Ordinance of Chapter 2.10 of the County Code.

PGA and County Counsel presented these proposed changes to the BCC on December 16, 2014

Hamlets and Villages Ordinance – Chapter 2.10 County Code

Specific areas for revisions include:

Elections/Voting

- Review the role of the BCC in approving candidates for Hamlets and Villages Board of Directors elections.
- Clearly identify the notification process for Hamlets & Villages Board elections. For instance, requiring that a postcard be mailed to all residents in the Hamlet or Village announcing the election date, time and location.

Financing

- Trust Accounts – accounts that the County maintains for each Hamlet and Villages that includes funds raised by Hamlets and Villages through donations, fundraising, grants and other sources. The County Treasurer oversees this account and issues checks at the request of the Hamlet and Village. Reviewing the need for such accounts and suggesting an alternative, such as each Hamlet and Village open their own checking account for these monies.
- Imprest Account – the County provides each Hamlet and Village \$2,000.00 every fiscal year which is distributed in the amount of \$500.00 each quarter. Reviewing if this funding method and processing is meeting the intent of the ordinance.

Code of Conduct for Board of Directors

- Developing and including in the Ordinance a Code of Conduct for all Hamlets and Villages Board members.

General Updates

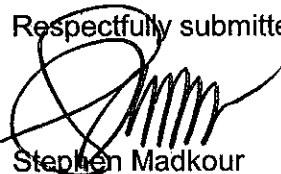
- Identifying and replacing or deleting terms and language no longer relevant.
- Clarifying sections that are confusing or unclear including the status of CPO's and liability.

RECOMMENDATION:

During the public hearing for the first reading of the ordinance on February 5, 2015, the board was presented with some revised language recommended by the Hamlet of Beavercreek. That language concerns the removal of directors, and is now incorporated in section 2.10.060 C of the code.

PGA and county counsel recommend amendments to the County Code to revise Chapter 2.10 ordinance by clarifying various sections as outlined in this staff report and by seeking input from the Hamlet and Village leaders. The Board will have a second reading at the Board's business meeting on February 19, 2015.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Stephen Madkour', is written over the typed name below.

Stephen Madkour
County Counsel

An Ordinance Amending Chapter 2.10, Community Connections,
of the Clackamas County Code

WHEREAS, Chapter 2.10, Community Connections was adopted in 2005 and substantially amended in 2007; and

WHEREAS, it has become apparent that procedural and substantive changes are necessary to more accurately address the operational needs and requirements of the hamlet and village program; NOW, THEREFORE,

THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS ORDAINS AS FOLLOWS:

Section 1: Chapter 2.10, Community Connections is hereby amended to read as follows:

2.10.010 Preamble

- A. Policy objectives. The Board of County Commissioners is committed to engaging its citizens by encouraging them to participate in decision-making processes that affect their lives. This Chapter is intended to further these policy objectives by creating a legal framework to enhance the connection between county government and its citizens.
- B. This Chapter represents the work of citizens, staff, and professional consultants who assisted the county in developing ways to meet these policy objectives. Information was gathered through community meetings and events, random opinion sampling, and mail-back questionnaires. Central to the project were two major phases:
1. ~~Complete Communities. The concept of Complete Communities was initiated by the Board of County Commissioners in 1999, and is among the most ambitious public outreach efforts ever conducted by the county. The award-winning Complete Communities for Clackamas County project has received state, national and international attention, and was the recipient of the prestigious 2002 Public Education Award by the American Planning Association, the 2005 National Association of Counties Achievement Award, and a public engagement award for Completing Connections from the International Association for Public Participation.~~
 - a. ~~The following purpose of Complete Communities was defined by its 65-member citizen Steering Committee based on broad outreach and involvement:~~

“Working together to define our common and unique community values, identify the diverse attributes of complete communities, and guide future policy decisions and actions.”
 - b. ~~Through a number of community meetings, including the convening of several widely attended Community Congress events, citizens identified and prioritized countywide recommendations in eleven issue areas. They then identified those recommendations determined to be most effective~~

and easiest to carry out. Central to this process was the overarching recommendation that citizens be able to better connect with the county and be more involved in county decisions that affect their lives.

e. From March 2001 to March, 2002, volunteer citizens and county staff formed work groups under nine areas: Cultural Diversity; Cultural Opportunities; Economy and Employment; Education; Environmental Quality; Growth, Land Use and Infrastructure; Health and Social Services; Housing Choices and Access to Transportation; Parks, Open Space and Recreation; and Public Safety. In July 2002 the Board of Commissioners approved the final report made by the work groups, and allocated funding for further work on the overarching recommendation to develop ways for citizens in unincorporated areas to become more closely involved in decisions that affect their lives. Updates on the various efforts were given at the 2005 Community Congress.

2. Completing Connections. Concurrent with the work of Complete Communities, a citizen-based task force was formed. Supported by staff and professional consultants, the task force's primary purpose was to conduct research and identify organizational and governance frameworks to implement the overarching recommendation to develop ways to better involve residents in unincorporated areas in decisions that affect their lives. As a result of the work of the task force and subsequent discussions at Complete Communities Congresses, the task force recommended two models short of incorporation for communities in Clackamas County: hamlets and villages.

[Adopted by Ord. 03-2007, 2/22/07]

2.10.020. Purpose, intent, authority.

- A. This Chapter establishes the organizational structure and process for hamlets and villages, which are intended to provide a forum for citizens residing, owning property or having businesses within defined geographic areas. Under this Chapter, citizens may form local hamlets or villages for the purpose of considering and making advisory recommendations to the county concerning a broad range of issues affecting the livability and quality of life in their communities. Hamlets and villages are advisory to the Board of County Commissioners, and are not local governments.
- B. It is intended that the powers created by this Chapter be interpreted and applied to enable the broadest exercise of the powers granted by this Chapter, to the extent not pre-empted by state or federal law. Hamlets and villages are intended to be a form of participatory democracy to the extent that they promote the active involvement of citizens in county affairs and provide an opportunity for greater participation in matters affecting their local communities.
- C. It is a matter of local concern and a proper subject for county legislation to promote the active involvement of citizens in county affairs so that citizens may have a greater opportunity to participate in matters affecting their local communities.

2.10.030 Definitions ~~Asas~~ used in this Chapter

- A. BCC means the Board of County Commissioners.
- B. BOARD means the board of directors of a hamlet or village.
- C. CITIZEN means:
 - 1. A person domiciled within the boundaries of a proposed or existing hamlet or village; a person who owns real property within the boundaries of a hamlet or village, but is domiciled outside those boundaries; or
 - 2. A business entity that is established under ORS Chapters 56-70, 554, 748, or that qualifies as a Business Trust under ORS Chapter 128 if the entity or trust owns real property or maintains a business located within a hamlet or village.
To participate in formation activities, sign petitions, vote, or serve on the board of directors of a hamlet or village, a citizen who is an individual must be at least 18 years of age.
- D. COMMUNITY PLANNING ORGANIZATION (CPO), as described in Chapter 2 (Citizen Involvement) of the Clackamas County Comprehensive Plan, means a community organization which acts in an advisory capacity to the Board of County Commissioners, Planning Commission, and Planning Division on land use matters affecting its area. The CPO program is the method Clackamas County uses to meet Goal 1, Citizen Involvement, of the Statewide Planning Goals. A CPO is not considered an agent of the County.
- E. COUNTY LIAISON means the person designated by the County Administrator to facilitate communications among citizens, county staff, the Board and the BCC. The liaison will also render advice and assistance to citizens to accomplish the goals and objectives of this chapter.
- F. DOMICILE means the place where individuals have their true, fixed, permanent and principal home.
- G. HAMLET means an unincorporated area that is an organized forum for citizens to express issues of concern, prioritize activities, and coordinate community-based activities, as may be approved by the Board of County Commissioners. A hamlet is financed primarily through contributions, grants or volunteer fundraising activities.
- H. VILLAGE means an unincorporated area that is an organized forum for citizens to express issues of concern, prioritize activities, and coordinate community-based activities, as may be approved by the Board of County Commissioners and that, after approval by village citizens and the Board of County Commissioners, may be financed through a range of means.
- I. TOWN HALL MEETING means a general meeting of the hamlet or village that is open to the community and provides an opportunity to discuss and decide matters of hamlet or village concern.
- J. AGENTS OF THE COUNTY means that Hamlets and Villages board members acting within the scope of authority granted by the organization bylaws and county policies are advisory to the Board of County Commissioners and shall be treated as agents of the county for claims against them for purposes of the Oregon Tort Claims Act.

[Adopted by Ord. 03-2007, 2/22/07]

2.10.040 CPO Functions, memoranda of understanding

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A hamlet or village may assume the functions of a CPO upon agreement of the existing CPO, the hamlet or village, and the BCC. If a hamlet or village seeks to assume the functions of a CPO, it must first meet with the CPO to discuss the proposed transfer of responsibility. If the CPO agrees to assumption of its functions by the hamlet or village, a memorandum of understanding shall be negotiated between the CPO and the hamlet or village. The memorandum shall outline how the assumption will take place, the scope of responsibility transferred, the ongoing status of the CPO once the transfer occurs, and how the CPO will resume functioning if the hamlet or village is ever dissolved. The memorandum will state that a hamlet or village board shall not be considered an agent of the county when acting in the capacity of a CPO. The memorandum may be signed by a proposed hamlet or village and CPO prior to formation, but must be approved by the BCC at the final formation hearing and signed by the BCC before going into effect.

[Adopted by Ord. 03-2007, 2/22/07]

2.10.050 Formation of a Hamlet or Village

- A. Pre-petition process. One or more citizens desiring to form a hamlet or village will be known as "chief petitioner(s)" and shall comply with all of the following steps in the formation process:
1. Chief petitioner(s) must hold a public meeting to discuss the proposed formation. Notice of the meeting may be given by publication in a newspaper of general circulation or by any other means reasonably calculated to provide notice to citizens of the affected community.
 2. If the proposed hamlet or village has community support, the chief petitioner(s) shall then meet with county staff to discuss the proposal. Terms to be discussed with county staff include, but are not limited to, preliminary purposes, boundaries, activities, name, projected short and long-term needs, and possible methods of financing.
 3. Hamlet or village chief petitioner(s) shall communicate their proposal to special districts and cities within three miles of the proposed hamlet or village boundaries prior to circulating a petition for formation.
 4. Within 150 days of county staff approval of the proposed hamlet or village, chief petitioner(s) shall complete the hamlet or village application and gather the required number of signatures petitioning for formation of the hamlet or village. Application and petition forms may be obtained from the ~~Clerk of the BCC~~ county staff liaison.
- B. Hamlet petition. A petition for formation of a hamlet must be signed by at least 10% of the citizens located within the proposed hamlet boundary (based on the latest U.S. census or most recent county-acknowledged survey) or 100 citizens, whichever is the lesser number, and shall state the proposed name, preliminary purposes, preliminary boundaries, and proposed activities.
- C. Village petition. A petition for a village must be signed by at least 15% of the citizens located within the proposed village boundary (based on the latest U.S. census or most recent county-acknowledged survey) or 150 citizens, whichever is the lesser number, and shall state the proposed name, preliminary purposes, preliminary boundaries, proposed activities, and any proposed methods of financing for the village.

- D. Notice of public hearing. When a completed application and petition is received by the ~~Clerk of the BCC county staff liaison~~, the county shall set a public hearing within sixty (60) days on the question of formation. The county shall provide the appropriate public notice as determined by the county's department of Public and Government Affairs~~two successive notices in a newspaper of general circulation in the area of the proposed hamlet or village, and shall post a notice of the hearing for the same period of time in at least three public places in the proposed area and notify cities within three miles of the boundaries of proposed hamlet or village.~~
- E. Public hearing. At the public hearing, any person having an interest in the matter may appear and support or object to the formation of the hamlet or village. The BCC will consider the application and revise it as it deems appropriate.
- F. Resolution authorizing organizational process to complete formation. At the conclusion of the public hearing, the BCC may pass a resolution authorizing the chief petitioner(s) to proceed with the organizational steps necessary to complete the formation process as presented, or it may modify or reject the application.
1. The resolution authorizing further organizational steps shall include the hamlet or village name, preliminary purposes, proposed activities, and preliminary boundaries. The resolution may also include the date for a final public hearing on the proposed formation.
 2. During the organizational process, the BCC retains discretion to adjust the name, purposes, activities, and boundaries. The BCC may also set or adjust the date of the final public hearing on the proposed formation.
- G. CPO status. A vote by the BCC on the formation of a hamlet or village does not affect an existing CPO, unless otherwise provided in an approved memorandum of understanding.
- H. Organizational meeting(s). If the BCC passes a resolution authorizing the organizational steps necessary to complete the formation process, the chief petitioner(s) shall schedule one or more organizational meetings. Notice shall be by publication in a newspaper of general circulation in the affected area, or by other means reasonably calculated to provide notice to potential citizens of the proposed hamlet or village.
1. The chief petitioner(s) shall convene the first organizational meeting no later than sixty (60) days from the date on which the authorizing resolution is signed by the BCC.
 2. The chief petitioner(s) shall form one or more work groups for the purpose of developing bylaws, accepting nominations for board of director positions, and conducting other organizational activities, including but not limited to discussion of boundaries, purposes, and activities. Work groups may be formed at any organizational meeting.
 3. Candidates for positions on the board of directors of the proposed hamlet or village must be citizens of the proposed hamlet or village. Candidates shall complete an application form indicating their eligibility.
- I. Bylaws and board members. Bylaws shall define the qualifications, roles and responsibilities of board members, their terms of office, attendance requirements, the manner of filling vacancies, and the grounds and process for removal. A majority of the total number of board members shall constitute a quorum.
1. Bylaws shall also set forth purposes, activities, methods of action, and the process for amending the bylaws. Examples of hamlet or village activities include

communications, transportation, CPO functions, and working with other hamlets, villages, cities, CPOs, service providers, other organizations, or the county to achieve community goals.

2. In the case of a village, bylaws shall also expressly address the authority of, and process by which, a recommendation may be made to the BCC for establishment of additional taxes or fees to be paid by citizens of the village. A village has no independent authority to levy taxes or fees.

J. BCC preliminary approvals. At least thirty (30) days before a town hall vote, the chief petitioner(s) shall submit proposed bylaws and eligible board candidates to the BCC for preliminary approval at a public work session.

1. Other organizational issues may also be brought to the BCC in public work sessions for discussion and preliminary approvals.
2. Preliminary approvals by the BCC in public work sessions must be ratified at the final public hearing on the question of formation of the proposed hamlet or village.
3. Following preliminary approval by the BCC and prior to final ratification by the BCC, the county shall submit the question of formation of the proposed hamlet or village, the proposed bylaws, and board candidates, to the citizens of the proposed hamlet or village for a vote at one or more town hall meetings.

K. Town hall voting. Citizens of a proposed or existing hamlet or village are eligible to vote at a town hall meeting. If a business entity is owned by more than one person, only one person may claim to be a citizen because of such ownership. A non-resident owner of multiple parcels of real property may claim to be a citizen because of such ownership, but may cast only one vote. Multiple non-resident owners of the same real property may claim citizenship because of such ownership but may cumulatively cast only one vote and hold only one board position based on that property. Business entities and trusts are entitled to one representative vote. If more than one person claims to be the authorized representative of a business or real property, the votes cast by those persons shall be made by provisional ballots.

1. The voting process will be conducted by the county. Since the town hall model is designed to encourage citizen participation, citizens must be present at a town hall meeting to vote during the formation process. At each such meeting, a written agenda shall be available identifying the issues to be voted on to facilitate citizen participation.
2. More than one citizen may be a candidate in an election based on joint ownership of a business or property. Where this occurs, only the candidate receiving the most votes may take office.
3. If a majority of citizens present at the town hall meeting vote to support formation of the proposed hamlet or village, approve the bylaws and choose the board of directors, the chief petitioner(s) shall recommend the formation, bylaws and board, to the BCC for ratification at the final public hearing.
4. If a majority of citizens present at a town hall meeting vote not to support formation of the hamlet or village, the chief petitioner(s) shall so notify the BCC in writing, and the BCC may enter an order rescinding its resolution authorizing formation of the hamlet or village at the final hearing.

5. The outcome of town hall voting is not binding on the BCC. However, the BCC shall consider the voting results as a factor in deciding whether to approve formation of a hamlet or village, or other matters, at the final hearing.
- L. Provisional ballots. A provisional ballot is a vote that is conditionally counted, as set forth in this section. Provisional ballots shall be given to attendees at a town hall meeting who cannot provide proof of hamlet or village citizen status at the time of the meeting, or in the event there is a dispute as to the authorized representative of a business or property.
1. In the event of a dispute over authorized representative status for a business or property, the burden is on the business or property owners to designate their authorized representative. Until then, the vote will be classified as provisional.
 2. To receive a provisional ballot, individuals must provide their name, address, contact telephone number, and basis for their claim of citizen status. If available, an email address must also be provided.
 3. Provisional ballots will be examined only upon a determination by the county that a sufficient number have been cast to possibly affect the outcome of the vote. In such event, public notice will be posted on the county's website of the intent to verify provisional ballots.
 4. If provisional ballots are to be examined, ballot-casters shall be notified of the need to provide proof of identification or other required information that verifies their status as citizens of the proposed hamlet or village who are eligible to cast votes. Voters casting provisional ballots will be given five (5) business days from the date of notification to provide proof of citizenship.
 5. Votes shall be counted by county staff or a designee.
- M. Final public hearing on formation and organizational issues. At the final public hearing, persons may present testimony on any matter relevant to the proposed formation of the hamlet or village. At the conclusion of the public hearing, the BCC shall enter an order approving, approving with modification, or rejecting formation of the hamlet or village. If the Board approves formation, it shall enter an order that includes the approval of the name, purposes, activities, boundaries, initial board members, and bylaws of the hamlet or village.
- N. Hamlet and village boundaries. There can be only one hamlet or village in any given geographic area. The boundaries of the hamlet or village shall not overlap the boundaries of another hamlet, village or city. To the extent permitted by law, the BCC will not permit encroachment into the hamlet or village boundaries by other entities.
- M. All villages and hamlets must formally acknowledge the strategic plan adopted by the Board of County Commissioners.

[Adopted by Ord. 03-2007, 2/22/07]

2.10.060 Post-Formation Management of Hamlet and Village Affairs

- A. Board of Directors. The interests of the hamlet or village are represented by a board of directors. The board is the representative voice of its citizens and serves in an advisory capacity to the BCC on issues of concern to the hamlet or village. ~~Prior to election, eligibility of candidates for the board of directors shall be approved by the BCC.~~
- B. Code of Conduct for Board Members:
 1. Serve the best interest of the hamlet or village as a whole regardless of personal interests.

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2. Conduct open, fair and well-publicized elections.
3. Provide opportunities for the community to comment on decisions facing the hamlet or village.
4. Perform duties without bias for or against any individual or group.
5. Act within the boundaries of board authority as advisory to the BCC.
6. ~~Comply~~ Comply with all other aspects of Oregon law applicable to public officials, including the public records law, public meeting law, ethics law, and election laws.

C. Removal of a Board member. Any member of the Board of Directors of a hamlet or village may be removed by a vote of 2/3 majority of voting members at a town hall meeting. The matter of removal may only be acted upon at a town hall meeting of the hamlet or village. ~~all Board members. The matter of removal may be acted upon at any meeting of the Board.~~ Notice of intent to consider removal shall be given to each Board member and the county staff liaison at least 14 days prior to the meeting at which removal is to be considered and included on the meeting agenda.

D. Meetings, public participation, action. Each hamlet or village board shall meet with ~~citizens~~members at least quarterly at town hall meetings to identify, discuss, and prioritize community issues. All such town hall meetings shall be open to the public.

1. ~~Citizens~~Members and non-~~citizens~~members may attend and speak at town hall meetings.
2. Voting shall be conducted in accordance with Section 2.10.050(K), unless otherwise specified in approved hamlet or village bylaws. Town hall votes by ~~citizens~~members are advisory to the hamlet or village board, and shall guide the board in setting policy direction in hamlet and village affairs.
3. Official hamlet or village action shall be taken only by a vote of the board. If the hamlet or village board takes action contrary to a town hall vote, that action, and the board's reasoning, shall be presented to the county liaison, and to ~~citizens~~members at the next town hall meeting.

GE. Bylaw amendments. Proposed bylaw amendments shall be presented to the BCC for review and approval at a public work session scheduled at least thirty (30) days prior to a town hall vote on the amendments.

DF. Boundary changes. Using the process contained in its bylaws, a hamlet or village may request that the BCC modify its boundaries.

EG. Agreements. Upon approval of the BCC, a hamlet or village may enter into memoranda of understanding with neighboring jurisdictions or other organizations. The county may, on behalf of a hamlet or village, enter into an intergovernmental agreement with other governments.

FH. Activities, changes. Individual projects to be undertaken within activity areas identified in the hamlet or village bylaws must first be reviewed and approved by the county liaison to ensure consistency with the approved bylaws. Proposed changes to a hamlet or village activity list must first be presented by the board to the BCC for review and approval. If approved by the BCC, the change must also be approved by a majority vote of those citizens of the hamlet or village who are present at the town hall meeting at which approval is sought. If the change is approved, the hamlet or village bylaws must also be amended to reflect the change.

I. Annual report. Each hamlet and village shall provide the BCC with an annual report, which will be coordinated by the county staff liaison.

[Adopted by Ord. 03-2007, 2/22/07]

2.10.070 Financing

- A. Hamlet. A hamlet shall be financed primarily through contributions, grants, and volunteer fundraising activities. All such funds ~~must~~will be deposited with and administered by the county on behalf of the hamlet. ~~A hamlet may enter into agreements for the sharing of revenue with the county.~~
- B. Village. A village may generate revenue through a range of means, including contributions, grants, and volunteer fund-raising activities. All such funds ~~must~~will be deposited with and administered by the county on behalf of the village. A village may enter into agreements for the sharing of revenue with the county. If approved by a vote of the citizens at a town hall meeting, the board may also request that the BCC take any of the following actions:
1. Fund proposed activities within the boundaries of the village through the establishment of a tax, fee or other charge. The BCC may implement such a recommendation if the tax, fee or charge is permitted by law, the revenue generated is intended to support the delivery of an enhanced level of service, and the level of service would not otherwise be provided from appropriated county funds.
 2. Initiate formation of a county service district with a permanent rate limit for operating taxes. If approved by the BCC, formation will be initiated in accordance with ORS Chapter 451, which includes public hearings and a vote on the question of formation by registered voters within the boundaries of the proposed district.
 3. Authorize the village to circulate a petition for the formation of a local improvement district pursuant to Chapter 4.02 of the Clackamas County Code pertaining to construction of public roads, sidewalks, traffic-calming, street lighting, and related facilities.

[Adopted by Ord. 03-2007, 2/22/07]

2.10.080 Dissolution

- A. Initiation. Dissolution of a village or hamlet may be initiated by:
1. A resolution of the BCC; or
 2. Filing a petition with the ~~Clerk of the BCC~~county staff liaison. In the case of a village the petition must be signed by at least 30% of the citizens. In the case of a hamlet, the petition must be signed by at least 20% of the citizens. The latest U.S. census or most recent county-acknowledged ~~survey~~data shall be used to determine if a petition meets the requirements of this section.
- B. Process.
1. The hamlet or village shall hold a town hall vote on the question of dissolution from at least thirty (30) days after, but no more than fifty (50) days after, initiation of the dissolution process.
 2. Following a town hall vote in favor of dissolution, the BCC shall hold a public ~~hearing~~meeting on the issue.

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3. The BCC may enter an order dissolving the hamlet or village if the BCC finds:
 - a. It to be in the best interests of the citizens of the hamlet, village, or the county, to dissolve the hamlet or village;
 - b. That the hamlet or village has failed to regularly follow its adopted bylaws; or
 - c. That the hamlet or village has failed to meet the requirements of this Chapter.
- C. CPO status. Dissolution of a hamlet or village does not affect any existing CPO, except to the extent required by a written memorandum of understanding.
- D. Disposition plan. A petition for dissolution of a hamlet or village shall include a plan for disposing of assets and for payment of any indebtedness. In the case of a village, the plan must include a recommendation on whether to dissolve or continue any districts formed to serve the village. A BCC order approving dissolution shall include a plan for dissolution. If the order requires the dissolution of any districts, the dissolution of such districts shall be conducted in accordance with state and local law.

[Adopted by Ord. 03-2007, 2/22/07]

2.10.090 Public meetings, public records

- A. Public meetings. Meetings of hamlet and village boards, including town hall meetings where a quorum of the board is in attendance, are public meetings under the Oregon public meetings law. The requirements for public meetings include, but are not limited to, providing adequate meeting notice, opening the meetings to the public, recording votes, and keeping minutes.
- B. Public records. Hamlet and village records are public records subject to disclosure unless exempt. Public record requests must be submitted to the Clerk of the BCC county staff liaison for processing. The hamlet or village shall cooperate with the county in responding to each request.
- C. Records retention. All original records shall be retained by each hamlet or village as required by law, with copies provided to the Clerk of the BCC county staff liaison. Copies of all meeting minutes shall be submitted to the Clerk of the BCC county staff liaison within forty-five (45) days from the date of the meeting. Changes to the bylaws and a list of current board members shall be submitted to the Clerk of the BCC county staff liaison within thirty (30) days of any changes in bylaws or board members.

[Adopted by Ord. 03-2007, 2/22/07]

2.10.100 Local budget and audit law, ~~charitable contributions, operating and miscellaneous expenditures, contracts~~

- A. Local budget and audit law. Hamlets and villages may receive financial support from the county or other public or private fund sources, and shall cooperate with the county in complying with the requirements of the local budget and audit laws of the State of Oregon.
- B. ~~Charitable contributions. Charitable contributions made for the benefit of a hamlet or village may be paid to Clackamas County. As of the adoption date of this Ordinance, federal tax law provides an income tax deduction for charitable contributions to the county made exclusively for public purposes. Contributions received by the county on~~

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~~behalf of a hamlet or village will be acknowledged in writing with the statement that the contribution is tax deductible to the full extent allowed by law.~~

~~C.B.~~ County trust accounts. Working with the county liaison, a hamlet or village shall open a trust account with the County Treasurer to accumulate contributions, ~~described in section "B" above.~~ The account shall be established according to County Treasurer protocol. Authorized requests for funds held by the county in trust for the hamlet or village shall be made in writing to the county ~~liaison.~~

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~~DC.~~ Imprest petty cash or bank account. A hamlet or village may maintain an imprest petty cash fund or an imprest bank account in an amount authorized by the BCC for ~~miscellaneous operating~~ expenditures, if provided in the hamlet or village bylaws. If the hamlet or village chooses to use an imprest bank account, all banking decisions must be coordinated with the County Treasurer or delegate. In addition, the County Treasurer or delegate must be an authorized signatory on the account and copies of all bank statements and reconciliations must be forwarded to the County Treasurer's office. Deposits in financial institutions must comply with all requirements of ORS Chapter 295.

1. As used in this section, "imprest" means a petty cash fund or a bank account into which a fixed amount of money is placed for the purpose of making minor disbursements for small, routine operating expenses. As disbursements are made, a voucher is completed to record the date, amount, nature, and purpose of the disbursement. The total of cash and the substantiating vouchers must always equal the total fixed amount of money set aside in the imprest fund or account.

~~ED.~~ County contract authority. Hamlets and villages shall not enter into contracts unless expressly authorized in writing by the BCC or its delegate. All Clackamas County contracts are subject to the Clackamas County Local Contract Review Board rules.

[Adopted by Ord. 03-2007, 2/22/07]

2.10.110 Liability, risk management

- A. Agency status. Hamlet and village board members acting within the scope of authority granted by the organization bylaws and county policies are advisory to the BCC and shall be treated as agents of the county for claims against them for purposes of the Oregon Tort Claims Act. When acting in the capacity of a CPO, a hamlet or village board shall not be considered an agent of the county.
- B. Fund-raising activities. A hamlet or village board must obtain approval from the county Risk Manager prior to staging public fund-raising activities.
- C. Ethical standards. Directors and officers are public officials subject to the Oregon Government Ethics laws (Oregon Revised Statutes Chapter 244), and may be removed from office by the BCC if found to be in violation thereof.

[Adopted by Ord. 03-2007, 2/22/07]

ADOPTED this _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS

Chair

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Recording Secretary

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2
GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS
PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

February 19, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Supporting Second Amendment Rights

Purpose/Outcome	Resolution No. _____ acknowledges the will of the Board of County Commissioners to support Second Amendment rights.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	N/A
Duration	Effective February 19, 2015.
Previous Board Action/Review	At a policy session on February 10, 2015, the Board directed staff to present this resolution at a Board Business Meeting for approval.
Contact Person	Gary Schmidt, Director – Public and Government Affairs: 503-742-5908
Contract No.	N/A

BACKGROUND:

In anticipation of gun control legislation at the state and federal legislatures responding to the 2012 shootings in Newtown, Connecticut and the Clackamas Town Center, several Oregon counties are adopting resolutions affirming support of the 2nd Amendment to the United States Constitution.

Union County adopted a resolution in April of 2013 "affirming support of the 2nd Amendment to the U.S. Constitution & Article 1, Section 27 of the Oregon Constitution". At the date of this report, similar resolutions have been passed by Lake County, Baker County, Wallowa County, Yamhill County, and Klamath County, Polk County, Douglas County, Wheeler County, and Sherman County. Most recently, Wasco County issued a letter of requesting that the Oregon legislature oppose "any additional restrictive laws that encroach on a fundamental constitutional right".

The Association of Oregon Counties is not taking a position on any bill related to firearms.

Conversation surrounding the "role of the county" to enforce these potential laws raise questions about how far enforcement at the county level can or should go when it comes to guns and gun rights. It also raises questions regarding liability for counties who pass ordinances and/or resolutions positioning to abstain from enforcing potential state laws.

Respectfully submitted,

Gary Schmidt, Director
Public and Government Affairs

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

A Resolution in the Matter
of Supporting Second
Amendment Rights



Resolution No.
Page 1 of 2

WHEREAS, the Second Amendment to the Constitution of the United States of America states: "A well regulated Militia being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed;" and

WHEREAS, Article 1, Section 27 of the Oregon Constitution states: "The people shall have the right to bear arms for the defence [sic] of themselves, and the State, but the Military shall be kept in strict subordination to the civil power;" and

WHEREAS, the Board of Commissioners of Clackamas County feel that public recognition of the Constitutions of the United States of America and Oregon as the documents that protect and preserve our democracy and liberty should be upheld; and

WHEREAS, the Board of Commissioners of Clackamas County also recognizes that the first and last protectors of the Constitutions of the United States of America and Oregon are the people of the United States and Oregon, and that the ability of the people to fulfill that role rests in large part on the people's right to bear arms as stated in the Constitutions of the United States of America and Oregon; and

WHEREAS, the significant majority of all lawfully owned firearms in the United States will not be used in a crime in any given year; and

WHEREAS, state and federal lawmakers continue to propose measures aimed at restricting all firearms and ammunition including bans, taxation, extensive waiting periods, registration, licensing and even confiscation.

NOW THEREFORE, the Clackamas County Board of Commissioners do hereby resolve as follows:

1. Clackamas County strongly affirms our commitment to the rights and liberties enshrined within the Constitutions of the United States of America and Oregon, especially the right to keep and bear arms; and

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

A Resolution in the Matter
of Supporting Second
Amendment Rights



Resolution No.
Page 2 of 2

2. Clackamas County opposes any state or federal law that abridges or is contrary to the provisions of the Constitutions of the United States of America and the State of Oregon preserving the people's right to keep and bear arms; and
3. Clackamas County strongly supports the right of the people to keep and bear arms as stated in the Constitutions of the United States of America, and Oregon as interpreted by the United States Supreme Court and Oregon Supreme Court, and vigorously opposes any state or federal law that unconstitutionally restricts these rights; and
4. Clackamas County encourages gun owners to bear and store their firearms responsibly, safely and in a manner in accordance with the law.

DATED this 19th day of February, 2015

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



3
GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS
PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

February 19, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Supporting a Feasibility Study to Transfer Federal Lands to State or Local Ownership

Purpose/Outcome	Resolution No. _____ acknowledges the will of the Board of County Commissioners to see a State Study of Transfer of certain Federal Lands to the State of Oregon
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	N/A
Duration	Effective February 19, 2015 and continuing through to the results of a State Study detailing the impact transfer of certain Federal Lands to the State of Oregon.
Previous Board Action/Review	The Board has discussed this at Administrator's Issues on three separate occasions: February 11, 2014; March 18, 2014; and January 13, 2015 and directed staff to bring the resolution to a Board Business Meeting for action.
Contact Person	Gary Schmidt, Director – Public and Government Affairs: 503-742-5908
Contract No.	N/A

BACKGROUND:

In 2012, Utah adopted the Transfer of Public Lands Act, demanding that the federal government "extinguish" its title to an estimated 20 million acres of federal lands in Utah by the end of 2014. As Utah works toward implementation of the Act, the chief sponsor of the bill formed a political action coalition – American Lands Council (ALC) – to move the subject beyond merely a legal dispute in Utah to a political one throughout the western United States. Five other western states have now created commissions or committees to study the costs/benefits of a possible lands transfer.

In the State of Oregon, 32 million acres of land are owned by the federal government. There are 13 National Forests, which cover 14 million acres, as well as lands with other designations such as National Parks, grant lands (such as the O&C lands), grasslands, wetlands, and non-forested deserts. The State of Oregon manages a similar variety of landscapes on State lands.

Congressional budget reductions, combined with ongoing legal battles, have significantly diminished the capacity of federal land management agencies to fulfill their stewardship and timber harvest goals of these lands, significantly reducing the volume of timber harvest dollars generally designated to local governments for schools and roads.

A reduction in stewardship has also resulted in the loss of forests lands through wildfire. Today, 40% of Oregon forestland is considered to be at high-risk for catastrophic fire. The State of Oregon had to pay an extra \$40 million for fire suppression in 2013.

More than half of Clackamas County's land is managed by the federal government. Clackamas County has two national wilderness areas, Mt Hood National Forest and the Willamette National Forest, as well as 75,000 acres of BLM managed lands designated by the Oregon & California Rail Trust.

Under the leadership of Clackamas County Commissioner Tootie Smith, the idea of state ownership of federal forests was raised at the Association of Oregon Counties (AOC) Public Lands & Natural Resources Committee, who appointed the subcommittee on the Transfer of Federal Lands to the State to consider the broad scope issues of such a transfer.

On January 12, 2015, the AOC Public Lands & Natural Resources Committee presented a resolution requesting that the State of Oregon study the transfer of certain federal lands to the State of Oregon. The lands considered in the resolution passed by the AOC would not include National Park land, National Wilderness Preservation System lands protected under the 1994 Wilderness Act, tribal lands held in trust by the United States, national monuments, and lands affirmatively ceded to the United States by state statute.

Clackamas County, a statewide leader in forest management practices and a stakeholder in the State of Oregon with large acreage of federal lands, is now considering a similar resolution to encourage the State or Oregon to research the impact of a transfer of federal lands back the State of Oregon.

RECOMMENDATION:

Staff recommends the Board approve this resolution.

Respectfully submitted,



Gary Schmidt, Director
Public and Government Affairs

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

A Resolution in the Matter
of a State Study of the Transfer
of certain Federal Lands to
the State of Oregon



Resolution No.
Page 1 of 4

WHEREAS, over 32 million acres (52.3%) of land in the State of Oregon is owned by the federal government; and

WHEREAS, Oregon contains 13 National Forests covering over 14 million acres, or nearly one-quarter of the State's land mass; and

WHEREAS, Oregon also contains the federally re-vested O&C Railroad grant lands, covering 2.4 million acres across 18 counties in a checkerboard array with private lands; and

WHEREAS, Oregon has 15.7 million acres managed by nine federal Bureau of Lands Management Districts, over a variety of landscapes, including grasslands, shrublands, woodlands, wetlands, and non-forested deserts; and

WHEREAS, the State of Oregon manages the same variety of landscapes on state lands; and

WHEREAS, the use as a strategy of lawsuits under federal statutes by special interest groups has prevented on-the-ground projects on federal lands and prevented management of these lands; and

WHEREAS, congressional budget reductions have significantly diminished the capacity of federal land management agencies to fulfill their responsibilities; and

WHEREAS, the effect of federal non-management of its lands has stopped progress on the overlapping values of economic growth, social good, and healthy ecosystems and rather has been to create catastrophic fire conditions on these lands; and

WHEREAS, today 40% of Oregon forestland is Class 3 or at high-risk for catastrophic fire; and

WHEREAS, in 2013 the State of Oregon had to pay an extra \$40 million for fire suppression; and

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

A Resolution in the Matter
of a State Study of the Transfer
of certain Federal Lands to
the State of Oregon



Resolution No.
Page 2 of 4

WHEREAS, the State of Oregon is pursuing the strategy of collaborative processes and state investments to increase the pace and scale of federal forest treatment, but its present rate falls at least two-thirds too slow to address treatment needs long-term; and

WHEREAS, in Oregon, State Forest management has resulted in over \$46 million annually in revenue to Forest Trust Land counties from a mere three percent of the forestland base; and

WHEREAS, management of private forestlands under the Oregon Forest Practices Act has resulted in a sustainably harvested range of 2.5 billion board feet to 3.5 billion board feet annually from 34% of the forest landscape, in contrast to federal lands' 400 million board feet from 60% of the forest landscape; and

WHEREAS, as a direct result of non-management of federal lands, unemployment rates in federal land-dominated counties have been consistently the highest in the State (e.g., Harney 11.6%, Crook 10.7%, Curry 10.2%, and Douglas 10.1%); and, for example, in Oregon dry-side communities nearly one in five people live in poverty; and

WHEREAS, the American County Platform of the National Association of Counties states that, "every state should receive everything that was promised to them in their enabling acts, including land transfers, if requested by an individual state with consultation with the affected counties"; and

WHEREAS, ownership and management by the State of Oregon of land currently owned and managed by the federal government may permit more efficient, effective, healthy, and productive management of these public lands; and

WHEREAS, other western States with large federal ownership are considering or have begun a study of the legal, economic, social, and practical benefits and risks associated with the transfer of federal lands to the State; and

WHEREAS, the study of a potential transfer of federal lands to the State of Oregon should not include any national parks; lands designated as part of the National Wilderness Preservation System under the Wilderness Act of 1964; lands belonging to an Indian Tribe that is held in trust by the United States; lands affirmatively ceded to the United States by state statute; and national monuments; and

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

A Resolution in the Matter
of a State Study of the Transfer
of certain Federal Lands to
the State of Oregon



Resolution No.
Page 3 of 4

WHEREAS, a study of this kind by the State of Oregon that includes answers to the questions below would help direct the Legislature to determine an appropriate course for the State to take.

NOW THEREFORE, the Clackamas County Board of Commissioners do hereby resolve as follows:

1. Clackamas County urges the State Legislature to appoint a bi-cameral and bi-partisan committee that includes two county governing body members to study the concept described in this Resolution; and
2. Clackamas County recommends that the study, among other appropriate topics, addresses the following questions:
 - What are the legal, economic, social, and practical benefits and costs of a transfer of federal lands to the state, including potential timber revenue and mineral leasing?
 - What is the cost to state agencies to do an adequate, defensible cost/benefit analysis?
 - What might be the impact on O&C legislation, i.e., would the transfer override the 1937 Act?
 - Will federal payments to the state and counties be effected by the transfer?
 - What state legislation would be required to affect such a transfer?
 - Would the land be exempt from federal laws, e.g., the Endangered Species Act, the Clean Water Act, the National Forest Management Act, the Federal Land Policy and Management Act, and the Equal Access to Justice Act, after a transfer? If not, would the standards to comply with those Acts be different?
 - How would such a transfer effect management schemes of multiple types of ownership?
 - Would there be a reduction of local presence of federal employees in small communities, and if so, will they be replaced by state staff?

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

A Resolution in the Matter
of a State Study of the Transfer
of certain Federal Lands to
the State of Oregon



Resolution No.
Page 4 of 4

- Would federal participation in wildfire suppression be reduced or eliminated, and if so, what would the cost be to the state and private land owners?
 - Would the costs of the transfer cause the state to sell any of the formerly federal public lands to private ownership?
 - What other questions does the analysis need to answer?
3. Clackamas County requests that if the State decides to seek transfer of federal lands, that it do so in consultation with the affected counties.

DATED this 19th day of February, 2015

Clackamas County Board of Commissioners

Chair

Recording Secretary



Cindy Becker
Director

February 19, 2015

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Continuation Grant for Oregon Department of Transportation Special Transportation Formula Funds through Ride Connection, Inc., for Services Provided by Members of the Transportation Consortium of Clackamas County for Clackamas County Seniors and People with Disabilities

Purpose/Outcomes	Agreement with Ride Connection, Inc to provide funding for Transportation Services to seniors and/or people with disabilities residing in Clackamas County.
Dollar Amount and Fiscal Impact	The maximum grant award is \$1,013,457. The contract is funded through the Ride Connection, Inc agreement with TriMet and the Oregon Dept of Transportation.
Funding Source	State Special Transportation Formula Funds - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2016 and terminates on June 30, 2018
Previous Board Action	Initial Grant was approved on November 24, 1999
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

The Social Services Division of the Health, Housing, and Human Services Department requests approval to apply for a continuation grant for Oregon Department of Transportation Special Transportation Formula (STF) Funds through Ride Connection, Inc. for services provided by members of the Transportation Consortium of Clackamas County. The consortium currently includes 25 agencies consisting of elderly and disabled (E&D) transportation providers, advocates and five transit agencies. With the completion of the Regional Elderly and Disabled Transportation Plan, the Consortium was designated as the local coordinating council for Clackamas County. This grant will provide funding for Clackamas County Transportation Consortium rural program partners in the amount of \$711,187 and \$302,270 for Consortium urban program partners. Transportation services are offered to area seniors and persons with disabilities that have limited or no access to public transportation. This is the thirteenth year Social Services has applied for continuation funding for transportation services to elderly and disabled transportation programs.

The initial two-year grant for these services was approved by the BCC at the November 24, 1999 meeting and renewed annually thereafter. The grand total of this proposed two year renewal application will be up to \$1,013,457. The grant, if awarded, would have no effect on staffing. No County General Funds are involved. This STF funding will fund the Clackamas County Transportation Consortium for FY16/17 and FY17/18.

RECOMMENDATION:

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cindy Becker". The signature is fluid and cursive, written over a white background.

Cindy Becker
Director



COPY 5

M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

February 19, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution Declaring the Public Necessity and Purpose
for Acquisition of Rights of Way and Easements
for the 122nd Ave. and 132nd Ave. Sidewalk Connections Project and
Authorizing Negotiations and Eminent Domain Actions**

Purpose/Outcomes	Under ORS 35.235 and the federal Uniform Act, a local governmental agency is required to declare by resolution or ordinance the necessity and the purpose for which the project is required by enacting a Condemnation Resolution prior to initiating acquisition of the easements or other property rights from abutters to the project.
Dollar Amount and Fiscal Impact	The right of way budget for the project is \$240,000 and is included within the \$950,119 total approved project budget.
Funding Source	Total Project Budget: Road Funds: \$342,581 Transportation Enhancement Grant: \$607,538
Safety Impact	Provide sidewalk connections for safe routes to schools, commercial centers, and parks benefiting students and community members.
Duration	The Resolution remains active throughout the project's duration and terminates upon completion of the project or when all litigation associated with the project is concluded.
Previous Board Action	04/12/12: BCC Approval of IGA 28216 for Transportation Enhancement Grant Funding for the subject project 04/12/12: BCC Approval of IGA 28217 for Right of Way Services for the subject project 06/05/14: BCC Approval of IGA 29903 for Right of Way Services for the subject project, which replaces IGA 28217
Contact Person	Joel Howie, DTD Project Mgr @ 503-742-4658 Kath Rose, DTD Sr. Right of Way Agent @ 503-742-4713

BACKGROUND:

The Board of County Commissioners has approved funding for the 122nd Ave. and 132nd Ave. Sidewalk Connections Project No. 22200, which will provide for the construction of sidewalk connections for safe routes to schools, commercial centers, and parks benefiting students and community members. The Board has authority under ORS Chapter 35 to acquire rights of way and easements by purchase or condemnation proceedings.

The project has been planned and located in a manner which is most compatible with the greatest public good and which causes the least private injury. The Department of Transportation and Development (Department) shall negotiate in good faith in an attempt to reach agreement as to the amount of just compensation owed each affected property owner. To fairly determine the amount of just compensation, staff will utilize the expertise of authorized real estate appraisers and other such experts.

The Department has developed the final legal descriptions required for acquisition of the rights of way and easements for the twenty-one properties affected by the Project. If during the course of the project design/construction modifications should effect acquisitions, staff will bring subsequent revisions to the Board for authorization.

The resolution directs the Department to resolve issues of just compensation through good faith negotiations. It requires the Director of the Department to notify the Board if exercise of the power of eminent domain becomes necessary. Only after this process is completed does it authorize the Office of County Counsel to file a condemnation action.

Staff respectfully requests that the Board approve a Resolution of Necessity and Purpose for the 122nd Ave. and 132nd Ave. Sidewalk Connections Project for the acquisition of necessary rights of way and easements to provide for construction of the project.

The Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approves the Resolution authorizing the acquisition of rights of way and easements by negotiation if possible, or condemnation, if necessary.

Sincerely,



Mike Bezner, PE
Transportation Engineering Manager

Attachment

For information on this issue or copies of attachments
please contact Kath Rose, Sr. Right of Way Agent at (503) 742-4713

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

 **COPY**

In the Matter of the 122nd Ave. and 132nd Ave. Sidewalk Connections Project, Declaring the Necessity and Purpose for Acquisition of Rights of Way and Easements, and Authorizing Negotiations and Eminent Domain Actions



Order No. _____
(Page 1 of 2)

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on February 19, 2015; and,

It appearing that the Board previously approved funding for the 122nd Ave. and 132nd Ave. Sidewalk Connections Project No. 22200 ("Project"), which will provide for the construction of sidewalk connections providing safe routes to schools, commercial centers, and parks benefiting students and community members, that the Project is consistent with the powers and purposes of County government, and that the Project is necessary for the continued growth, safety and welfare of the community; and,

It further appearing to the Board that the Project has been planned and located in a manner which is most compatible with the greatest public good and causes the least private injury; and,

It further appearing to the Board that the acquisition of the rights of way and easements, described in Exhibit "A" is a necessary part of the Project and therefore is also consistent with the powers and purposes of County government, and necessary for the continued growth, safety and welfare of the community; and,

It further appearing to the Board that immediate possession of the rights of way and easements described in Exhibit "A" may be necessary and will be in the public interest in order to commence and complete the Project in a timely manner; and,

It further appearing that the Board has authority under ORS Chapter 35 to acquire rights of way and easements by purchase or eminent domain proceedings.

NOW, THEREFORE, IT IS HEREBY RESOLVED that this Board declares it necessary and in the public interest that the County immediately start acquisition of rights of way and easements described in Exhibit "A", either through negotiation and agreement, purchase, or, if necessary, by commencement of eminent domain proceedings.

In the Matter of the 122nd Ave. and 132nd Ave. Sidewalk Connections Project, Declaring the Necessity and Purpose for Acquisition of Rights of Way and Easements, and Authorizing Negotiations and Eminent Domain Actions

Order No. _____
(Page 2 of 2)

IT IS FURTHER ORDERED THAT:

1). The Department of Transportation and Development immediately, and in good faith, attempt to negotiate agreements as to amount of just compensation owed each owner of each property identified in Exhibit "A". In so doing, the department is authorized to retain real estate appraisers, negotiators, and other such experts deemed necessary to fairly determine the amount of just compensation owed; and,

2). If the Director of the Department of Transportation and Development (the "Director") determines that changes to the design of the Project, unanticipated field conditions, or the need to accommodate uneconomic remnants makes it necessary or desirable to modify the rights of way and easements required for the Project, the Director shall promptly bring before the Board, and the Board shall promptly consider a resolution amending Exhibit "A"; and,

3). It is the intention of the Board that the required rights of way and easements identified in Exhibit "A" be obtained through good faith negotiation. The Board acknowledges that the exercise of the power of eminent domain may be necessary. The Director shall inform the Board when the Director deems eminent domain necessary. Thereafter, the Office of County Counsel is authorized to file complaints in condemnation and take such other steps as it determines necessary for the immediate possession of required rights of way and easements and the successful litigation of the condemnation action, including the retention of real estate appraisers, experts and other consultants deemed necessary to the successful conclusion of that litigation.

Dated this _____ day of _____, 2015.

John Ludlow, Chair

Mary Raethke, Recording Secretary

Exhibit A
Legal Descriptions
122nd/132nd Ave. Sidewalk Improvement Project

Property No. 01; Tax Lot 22E03DD00505

PARCEL 1 (Temporary Construction Easement)

A parcel of land lying in the Southeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Special Warranty Deed recorded on November 16, 2009, as Record No. 2009-079514, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 33.00 feet left of the Existing 122nd Avenue Centerline Station 0+30.00;

Thence northerly, in a straight line, to a point 33.00 feet left of Existing 122nd Avenue Centerline Station 1+45.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE Summers Lane.

The parcel of land to which this description applies contains 269 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 122nd Avenue (County Road No. 380), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-078, Clackamas County Survey Records, at the Section Corner common to Sections 2, 3, 10, and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°47'30"E, 327.90 feet, said point being Existing Centerline Station 0+00.00;

Thence N00°47'30"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 380), 2341.60 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-152, Clackamas County Survey Records, at the One-Quarter Section Corner common to said Sections 2 and 3, being Existing Centerline Station 23+41.60;

Thence N00°13'47"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 242 and Market Road No. 29), 2675.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-093, Clackamas County Survey Records, at the Section Corner common to Sections 2 and 3, T.2S R.2E, and Sections 34 and 35, T.1S R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 50+16.87 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the Southeast One-Quarter of said Section 3 was held to be N00°47'30"W, as measured between the above-described Southeast Section corner and East One-Quarter Section Corner of said Section 3.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

Property No. 02; Tax Lot 22E03DD00502

PARCEL 1 (Temporary Construction Easement)

A parcel of land lying in the Southeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Parcel 1, Partition Plat 2002-050, Clackamas County Survey Records, also being a portion of that tract of land described in that certain Special Warranty Deed recorded on March 14, 2014, as Record No. 2014-011406, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 33.00 feet left of the Existing 122nd Avenue Centerline Station 1+30.00;

Thence northerly, in a straight line, to a point 33.00 feet left of Existing 122nd Avenue Centerline Station 2+10.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

The parcel of land to which this description applies contains 187 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 122nd Avenue (County Road No. 380), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-078, Clackamas County Survey Records, at the Section Corner common to Sections 2, 3, 10, and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°47'30"E, 327.90 feet, said point being Existing Centerline Station 0+00.00;

Thence N00°47'30"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 380), 2341.60 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-152, Clackamas County Survey Records, at the One-Quarter Section Corner common to said Sections 2 and 3, being Existing Centerline Station 23+41.60;

Thence N00°13'47"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 242 and Market Road No. 29), 2675.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-093, Clackamas County Survey Records, at the Section Corner common to Sections 2 and 3, T.2S R.2E, and Sections 34 and 35, T.1S R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 50+16.87 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the Southeast One-Quarter of said Section 3 was held to be N00°47'30"W, as measured between the above-described Southeast Section corner and East One-Quarter Section Corner of said Section 3.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

Property No. 03; Tax Lot 22E03DD00508

PARCEL 1 (Temporary Construction Easement)

A parcel of land lying in the Southeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 19, Plat of "ECHO VALLEY MEADOWS 2", Plat No. 3110, Clackamas County

Survey Records, also being a portion of that tract of land described in that certain Statutory Warranty Deed recorded on November 8, 2000, as Record No. 2000-072757, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 33.00 feet left of the Existing 122nd Avenue Centerline Station 2+00.00;

Thence northerly, in a straight line, to a point 33.00 feet left of Existing 122nd Avenue Centerline Station 3+00.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

The parcel of land to which this description applies contains 269 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 122nd Avenue (County Road No. 380), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-078, Clackamas County Survey Records, at the Section Corner common to Sections 2, 3, 10, and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°47'30"E, 327.90 feet, said point being Existing Centerline Station 0+00.00;

Thence N00°47'30"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 380), 2341.60 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-152, Clackamas County Survey Records, at the One-Quarter Section Corner common to said Sections 2 and 3, being Existing Centerline Station 23+41.60;

Thence N00°13'47"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 242 and Market Road No. 29), 2675.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-093, Clackamas County Survey Records, at the Section Corner common to Sections 2 and 3, T.2S R.2E, and Sections 34 and 35, T.1S R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 50+16.87 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the Southeast One-Quarter of said Section 3 was held to be N00°47'30"W, as measured between the above-described Southeast Section corner and East One-Quarter Section Corner of said Section 3.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

Property No. 04; Tax Lot 22E03DD00509

PARCEL 1 (Temporary Construction Easement)

A parcel of land lying in the Southeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 20, Plat of "ECHO VALLEY MEADOWS 2", Plat No. 3110, Clackamas County Survey Records, also being a portion of that tract of land described in that certain Quitclaim Deed recorded on March 2, 2009, as Record No. 2009-013229, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 33.00 feet left of the Existing 122nd Avenue Centerline Station 2+90.00;

Thence northerly, in a straight line, to a point 33.00 feet left of Existing 122nd Avenue Centerline Station 4+05.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

The parcel of land to which this description applies contains 326 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 122nd Avenue (County Road No. 380), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-078, Clackamas County Survey Records, at the Section Corner common to Sections 2, 3, 10, and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°47'30"E, 327.90 feet, said point being Existing Centerline Station 0+00.00;

Thence N00°47'30"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 380), 2341.60 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-152, Clackamas County Survey Records, at the One-Quarter Section Corner common to said Sections 2 and 3, being Existing Centerline Station 23+41.60;

Thence N00°13'47"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 242 and Market Road No. 29), 2675.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-093, Clackamas County Survey Records, at the Section Corner common to Sections 2 and 3, T.2S R.2E, and Sections 34 and 35, T.1S R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 50+16.87 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the Southeast One-Quarter of said Section 3 was held to be N00°47'30"W, as measured between the above-described Southeast Section corner and East One-Quarter Section Corner of said Section 3.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

Property No. 05; Tax Lot 22E03DD00501

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Southeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Statutory Warranty Deed recorded on June 10, 2005, as Record No. 2005-053688, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 30.00 feet left of the Existing 122nd Avenue Centerline Station 3+95.00;

Thence northerly, in a straight line, to a point 30.00 feet left of Existing 122nd Avenue Centerline Station 5+15.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

The parcel of land to which this description applies contains 1,121 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 122nd Avenue (County Road No. 380), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-078, Clackamas County Survey Records, at the Section Corner common to Sections 2, 3, 10, and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°47'30"E, 327.90 feet, said point being Existing Centerline Station 0+00.00;

Thence N00°47'30"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 380), 2341.60 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-152, Clackamas County Survey Records, at the One-Quarter Section Corner common to said Sections 2 and 3, being Existing Centerline Station 23+41.60;

Thence N00°13'47"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 242 and Market Road No. 29), 2675.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-093, Clackamas County Survey Records, at the Section Corner common to Sections 2 and 3, T.2S R.2E, and Sections 34 and 35, T.1S R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 50+16.87 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the Southeast One-Quarter of said Section 3 was held to be N00°47'30"W, as measured between the above-described Southeast Section corner and East One-Quarter Section Corner of said Section 3.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Southeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Warranty Deed recorded on June 10, 2005, as Record No. 2005-053688, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 34.00 feet left of the Existing 122nd Avenue Centerline Station 3+95.00;

Thence northerly, in a straight line, to a point 34.00 feet left of Existing 122nd Avenue Centerline Station 4+49.19;

Thence westerly, in a straight line, to a point 54.00 feet left of Existing 122nd Avenue Centerline Station 4+49.19;

Thence northerly, in a straight line, to a point 54.00 feet left of Existing 122nd Avenue Centerline Station 4+87.12;

Thence easterly, in a straight line, to a point 35.00 feet left of Existing 122nd Avenue Centerline Station 4+87.12;

Thence northerly, in a straight line, to a point 35.00 feet left of Existing 122nd Avenue Centerline Station 5+15.00.

EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

The parcel of land to which this description applies contains 1,232 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue described herein, being more particularly described in Parcel 1.

Property No. 06; Tax Lot 22E03DA00301

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Warranty Deed recorded on July 18, 2001, as Record No. 2001-056272, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 26.00 feet left of the Existing 122nd Avenue Centerline Station 10+30.00;

Thence northerly, in a straight line, to a point 26.00 feet left of Existing 122nd Avenue Centerline Station 11+80.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

The parcel of land to which this description applies contains 799 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 122nd Avenue (County Road No. 380), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-078, Clackamas County Survey Records, at the Section Corner common to Sections 2, 3, 10, and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°47'30"E, 327.90 feet, said point being Existing Centerline Station 0+00.00;

Thence N00°47'30"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 380), 2341.60 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-152, Clackamas County Survey Records, at the One-Quarter Section Corner common to said Sections 2 and 3, being Existing Centerline Station 23+41.60;

Thence N00°13'47"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 242 and Market Road No. 29), 2675.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-093, Clackamas County Survey Records, at the Section Corner common to Sections 2 and 3, T.2S R.2E, and Sections 34 and 35, T.1S R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 50+16.87 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the Southeast One-Quarter of said Section 3 was held to be N00°47'30"W, as measured between the above-described Southeast Section corner and East One-Quarter Section Corner of said Section 3.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Warranty Deed recorded on July 18, 2001, as Record No. 2001-056272, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 31.00 feet left of the Existing 122nd Avenue Centerline Station 10+30.00;

Thence northerly, in a straight line, to a point 31.00 feet left of Existing 122nd Avenue Centerline Station 10+82.25;

Thence westerly, in a straight line, to a point 66.00 feet left of Existing 122nd Avenue Centerline Station 10+82.25;

Thence northerly, in a straight line, to a point 66.00 feet left of Existing 122nd Avenue Centerline Station 11+20.03;

Thence easterly, in a straight line, to a point 31.00 feet left of Existing 122nd Avenue Centerline Station 11+20.03;

Thence northerly, in a straight line, to a point 31.00 feet left of Existing 122nd Avenue Centerline Station 11+80.00.

EXCEPTING therefrom the above described Parcel 1.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

The parcel of land to which this description applies contains 1,988 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue described herein, being more particularly described in Parcel 1.

Property No. 07; Tax Lot 22E03DA00200

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Warranty Deed recorded on September 15, 1993, as Record No. 93-66697, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 26.00 feet left of the Existing 122nd Avenue Centerline Station 13+30.00;

Thence northerly, in a straight line, to a point 26.00 feet left of Existing 122nd Avenue Centerline Station 15+50.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

The parcel of land to which this description applies contains 1,252 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 122nd Avenue (County Road No. 380), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-078, Clackamas County Survey Records, at the Section Corner common to Sections 2, 3, 10, and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°47'30"E, 327.90 feet, said point being Existing Centerline Station 0+00.00;

Thence N00°47'30"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 380), 2341.60 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-152, Clackamas County Survey Records, at the One-Quarter Section Corner common to said Sections 2 and 3, being Existing Centerline Station 23+41.60;

Thence N00°13'47"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 242 and Market Road No. 29), 2675.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-093, Clackamas County Survey Records, at the Section Corner common to Sections 2 and 3, T.2S R.2E, and Sections 34 and 35, T.1S R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 50+16.87 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the Southeast One-Quarter of said Section 3 was held to be N00°47'30"W, as measured between the above-described Southeast Section corner and East One-Quarter Section Corner of said Section 3.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Warranty Deed recorded on September 15, 1993, as Record No. 93-66697, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 31.00 feet left of the Existing 122nd Avenue Centerline Station 13+30.00;

Thence northerly, in a straight line, to a point 31.00 feet left of Existing 122nd Avenue Centerline Station 13+87.47;

Thence westerly, in a straight line, to a point 56.00 feet left of Existing 122nd Avenue Centerline Station 13+87.47;

Thence northerly, in a straight line, to a point 56.00 feet left of Existing 122nd Avenue Centerline Station 14+14.48;

Thence easterly, in a straight line, to a point 31.00 feet left of Existing 122nd Avenue Centerline Station 14+14.48;

Thence northerly, in a straight line, to a point 31.00 feet left of Existing 122nd Avenue Centerline Station 15+50.00.

EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

The parcel of land to which this description applies contains 1,719 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue described herein, being more particularly described in Parcel 1.

Property No. 08; Tax Lot 22E03DA00201

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Warranty Deed recorded on June 26, 1975, as Record No. 75-17144, Clackamas County Deed Records, said parcel being that

portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 26.00 feet left of the Existing 122nd Avenue Centerline Station 15+40.00;

Thence northerly, in a straight line, to a point 26.00 feet left of Existing 122nd Avenue Centerline Station 17+34.72.

Thence northerly, in a straight line, to a point on the north line of said Fee No. 75-17144 which is 30.00 feet left of the Existing 122nd Avenue Centerline, said point being 30.00 feet left of Existing Centerline Station 17+54.11.

Thence northerly, in a straight line, along the existing right of way line of 122nd Avenue to a point 30.00 feet left of Existing Centerline Station 17+60.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

The parcel of land to which this description applies contains 1,291 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 122nd Avenue (County Road No. 380), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-078, Clackamas County Survey Records, at the Section Corner common to Sections 2, 3, 10, and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°47'30"E, 327.90 feet, said point being Existing Centerline Station 0+00.00;

Thence N00°47'30"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 380), 2341.60 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-152, Clackamas County Survey Records, at the One-Quarter Section Corner common to said Sections 2 and 3, being Existing Centerline Station 23+41.60;

Thence N00°13'47"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 242 and Market Road No. 29), 2675.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-093, Clackamas County Survey Records, at the Section Corner common to Sections 2 and 3, T.2S R.2E, and Sections 34 and 35, T.1S R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 50+16.87 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the Southeast One-Quarter of said Section 3 was held to be N00°47'30"W, as measured between the above-described Southeast Section corner and East One-Quarter Section Corner of said Section 3.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Warranty Deed recorded on June 26, 1975, as Record No. 75-17144, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 31.00 feet left of the Existing 122nd Avenue Centerline Station 15+40.00;

Thence northerly, in a straight line, to a point 31.00 feet left of Existing 122nd Avenue Centerline Station 15+91.89;

Thence westerly, in a straight line, to a point 51.00 feet left of Existing 122nd Avenue Centerline Station 15+91.89;

Thence northerly, in a straight line, to a point 51.00 feet left of Existing 122nd Avenue Centerline Station 16+01.89;

Thence westerly, in a straight line, to a point 81.00 feet left of Existing 122nd Avenue Centerline Station 16+01.89;

Thence northerly, in a straight line, to a point 81.00 feet left of Existing 122nd Avenue Centerline Station 16+35.15;

Thence easterly, in a straight line, to a point 31.00 feet left of Existing 122nd Avenue Centerline Station 16+35.15;

Thence northerly, in a straight line, to a point 31.00 feet left of Existing 122nd Avenue Centerline Station 17+34.72.

Thence northerly, in a straight line, to a point 36.32 feet left of Existing 122nd Avenue Centerline Station 17+60.00.

EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

The parcel of land to which this description applies contains 2,907 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue described herein, being more particularly described in Parcel 1.

Property No. 09; Tax Lot 22E03DA00100

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Statutory Warranty Deed recorded on September 20, 1990, as Record No. 90-47004, Clackamas County Deed Records, said parcel being that portion of said property lying northeasterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 25.00 feet left of the Existing 122nd Avenue Centerline Station 22+84.07;

Thence northwesterly, in a straight line, to a point 51.60 feet left of Existing 122nd Avenue Centerline Station 23+17.07.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE Mather Road.

The parcel of land to which this description applies contains 190 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 122nd Avenue (County Road No. 380), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-078, Clackamas County Survey Records, at the Section Corner common to Sections 2, 3, 10, and 11, T.2S R.2E,

W.M., Clackamas County, Oregon, bears S00°47'30"E, 327.90 feet, said point being Existing Centerline Station 0+00.00;

Thence N00°47'30"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 380), 2341.60 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-152, Clackamas County Survey Records, at the One-Quarter Section Corner common to said Sections 2 and 3, being Existing Centerline Station 23+41.60;

Thence N00°13'47"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 242 and Market Road No. 29), 2675.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-093, Clackamas County Survey Records, at the Section Corner common to Sections 2 and 3, T.2S R.2E, and Sections 34 and 35, T.1S R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 50+16.87 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the Southeast One-Quarter of said Section 3 was held to be N00°47'30"W, as measured between the above-described Southeast Section corner and East One-Quarter Section Corner of said Section 3.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Statutory Warranty Deed recorded on September 20, 1990, as Record No. 90-47004, Clackamas County Deed Records, said parcel being that portion of said property lying northeasterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 25.00 feet left of the Existing 122nd Avenue Centerline Station 22+76.10;

Thence northwesterly, in a straight line, to a point 58.02 feet left of Existing 122nd Avenue Centerline Station 23+17.07.

The parcel of land to which this description applies contains 166 square feet more or less.

EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE Mather Road.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue described herein, being more particularly described in Parcel 1.

PARCEL 3 (Temporary Construction Easement)

A parcel of land lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Statutory Warranty Deed recorded on September 20, 1990, as Record No. 90-47004, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 45.00 feet left of the Existing 122nd Avenue Centerline Station 17+50.00;

Thence northerly, in a straight line, to a point 45.00 feet left of Existing 122nd Avenue Centerline Station 17+96.04;

Thence easterly, in a straight line, to a point 20.00 feet left of Existing 122nd Avenue Centerline Station 17+96.04;

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

The parcel of land to which this description applies contains 629 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue described herein, being more particularly described in Parcel 1.

Property No. 12; Tax Lot 22E02CD01100

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Southeast One-Quarter of the Southwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Statutory Warranty Deed recorded on January 29, 2002, as Record No. 2002-008963, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 24.41 feet left of the Existing 132nd Avenue Centerline Station 10+70.00;

Thence northerly, in a straight line, to a point 24.03 feet left of Existing 132nd Avenue Centerline Station 12+71.62.

Thence northwesterly, in a straight line, to a point 39.49 feet left of Existing 132nd Avenue Centerline Station 12+95.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE Almond Court.

The parcel of land to which this description applies contains 1,058 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 132nd Avenue (County Road No. 2591), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-139, Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 2 and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°23'22"E, 767.03 feet, said point being Existing Centerline Station 10+00.00;

Thence N00°23'22"W, along said Existing Centerline of SE 132nd Avenue (County Road No. 2591 and County Road No. 1531), 4553.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2003-003, Clackamas County Survey Records, at the One-Quarter Section Corner common to Section 2, T.2S R.2E and Section 35, T.1S, R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 55+53.27 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The north-south centerline of said Section 2 was held to be N00°23'22"W, as measured between the above-described North and South One-Quarter Section Corners of said Section 2.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

Property No. 13; Tax Lot 22E02CA01601

PARCEL 1 (Temporary Construction Easement)

A parcel of land lying in the Northeast One-Quarter of the Southwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, being a portion of Parcel 2 of Partition Plat 1998-54, Clackamas County Survey Records, also being a portion of that tract of land as described by that certain Warranty Deed-Statutory Form recorded on October 1, 2014, as Record No. 2014-050315, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 60.00 feet left of the Existing 132nd Avenue Centerline Station 16+80.00;

Thence northerly, in a straight line, to a point 60.00 feet left of Existing 132nd Avenue Centerline Station 17+38.44;

Thence easterly in a straight line, to a point 30.00 feet left of Existing 132nd Avenue Centerline Station 17+38.44;

Thence northerly, in a straight line, to a point 30.00 feet left of Existing 132nd Avenue Centerline Station 18+05.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

The parcel of land to which this description applies contains 2,281 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 132nd Avenue (County Road No. 2591), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-139; Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 2 and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°23'22"E, 767.03 feet, said point being Existing Centerline Station 10+00.00;

Thence N00°23'22"W, along said Existing Centerline of SE 132nd Avenue (County Road No. 2591 and County Road No. 1531), 4553.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2003-003, Clackamas County Survey Records, at the One-Quarter Section Corner common to Section 2, T.2S R.2E and Section 35, T.1S, R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 55+53.27 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The north-south centerline of said Section 2 was held to be N00°23'22"W, as measured between the above-described North and South One-Quarter Section Corners of said Section 2.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

Property No. 14; Tax Lot 22E02CA01500

PARCEL 1 (Temporary Construction Easement)

A parcel of land lying in the Northeast One-Quarter of the Southwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 2, Plat of "HUBBARD ACRES", Plat No. 1315, Clackamas County Survey Records, said parcel also being a portion of that tract of land described in that certain Bargain and Sale Deed recorded on February 15, 1996, as Record No. 96-010730, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 30.00 feet left of the Existing 132nd Avenue Centerline Station 18+00.00;

Thence northerly, in a straight line, to a point 30.00 feet left of Existing 132nd Avenue Centerline Station 18+35.93;

Thence westerly, in a straight line, to a point 55.00 feet left of Existing 132nd Avenue Centerline Station 18+35.93;

Thence northerly, in a straight line, to a point 55.00 feet left of Existing 132nd Avenue Centerline Station 18+67.00;

Thence easterly, in a straight line, to a point 30.00 feet left of Existing 132nd Avenue Centerline Station 18+67.00;

Thence northerly, in a straight line, to a point 30.00 feet left of Existing 132nd Avenue Centerline Station 19+25.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

The parcel of land to which this description applies contains 1,377 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 132nd Avenue (County Road No. 2591), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-139, Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 2 and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°23'22"E, 767.03 feet, said point being Existing Centerline Station 10+00.00;

Thence N00°23'22"W, along said Existing Centerline of SE 132nd Avenue (County Road No. 2591 and County Road No. 1531), 4553.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2003-003, Clackamas County Survey Records, at the One-Quarter Section Corner common to Section 2, T.2S R.2E and Section 35, T.1S, R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 55+53.27 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The north-south centerline of said Section 2 was held to be N00°23'22"W, as measured between the above-described North and South One-Quarter Section Corners of said Section 2.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

Property No. 15; Tax Lot 22E02CA01323

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Northeast One-Quarter of the Southwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Statutory Bargain and Sale Deed recorded on August 1, 2001, as Record No. 2001-060875, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 26.00 feet left of the Existing 132nd Avenue Centerline Station 22+10.00;

Thence northerly, in a straight line, to a point 26.00 feet left of Existing 132nd Avenue Centerline Station 22+35.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

The parcel of land to which this description applies contains 85 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 132nd Avenue (County Road No. 2591), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-139, Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 2 and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°23'22"E, 767.03 feet, said point being Existing Centerline Station 10+00.00;

Thence N00°23'22"W, along said Existing Centerline of SE 132nd Avenue (County Road No. 2591 and County Road No. 1531), 4553.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2003-003, Clackamas County Survey Records, at the One-Quarter Section Corner common to Section 2, T.2S R.2E and Section 35, T.1S, R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 55+53.27 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The north-south centerline of said Section 2 was held to be N00°23'22"W, as measured between the above-described North and South One-Quarter Section Corners of said Section 2.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Northeast One-Quarter of the Southwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Statutory Bargain and Sale Deed recorded on August 1, 2001, as Record No. 2001-060875, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 51.00 feet left of the Existing 132nd Avenue Centerline Station 22+10.00;

Thence northerly, in a straight line, to a point 51.00 feet left of Existing 132nd Avenue Centerline Station 22+35.00.

EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

The parcel of land to which this description applies contains 353 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue described herein, being more particularly described in Parcel 1.

Property No. 16; Tax Lot 22E02CA01100

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Northeast One-Quarter of the Southwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Statutory Bargain and Sale Deed recorded on August 1, 2001, as Record No. 2001-060875, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 26.00 feet left of the Existing 132nd Avenue Centerline Station 22+25.00;

Thence northerly, in a straight line, to a point 26.00 feet left of Existing 132nd Avenue Centerline Station 23+35.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

The parcel of land to which this description applies contains 605 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 132nd Avenue (County Road No. 2591), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-139, Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 2 and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°23'22"E, 767.03 feet, said point being Existing Centerline Station 10+00.00;

Thence N00°23'22"W, along said Existing Centerline of SE 132nd Avenue (County Road No. 2591 and County Road No. 1531), 4553.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2003-003, Clackamas County Survey Records, at the One-Quarter Section Corner common to Section 2, T.2S R.2E and Section 35, T.1S, R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 55+53.27 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The north-south centerline of said Section 2 was held to be N00°23'22"W, as measured between the above-described North and South One-Quarter Section Corners of said Section 2.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Northeast One-Quarter of the Southwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Statutory Bargain and Sale Deed recorded on August 1, 2001, as Record No. 2001-060875, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 31.00 feet left of the Existing 132nd Avenue Centerline Station 22+25.00;

Thence northerly, in a straight line, to a point 31.00 feet left of the Existing 132nd Avenue Centerline Station 22+46.50;

Thence westerly, in a straight line, to a point 56.00 feet left of Existing 132nd Avenue Centerline Station 22+46.50;

Thence northerly, in a straight line, to a point 56.00 feet left of Existing 132nd Avenue Centerline Station 22+77.70;

Thence easterly, in a straight line, to a point 31.00 feet left of Existing 132nd Avenue Centerline Station 22+77.70;

Thence northerly, in a straight line, to a point 31.00 feet left of Existing 132nd Avenue Centerline Station 23+35.00.

EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

The parcel of land to which this description applies contains 1,284 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue described herein, being more particularly described in Parcel 1.

Property No. 17; Tax Lot 22E02CA01001

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Northeast One-Quarter of the Southwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Warranty Deed-Statutory Form recorded on June 12, 1979, as Record No. 79-024418, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 26.00 feet left of the Existing 132nd Avenue Centerline Station 23+25.00;

Thence northerly, in a straight line, to a point 26.00 feet left of Existing 132nd Avenue Centerline Station 23+50.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

The parcel of land to which this description applies contains 90 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 132nd Avenue (County Road No. 2591), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-139, Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 2 and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°23'22"E, 767.03 feet, said point being Existing Centerline Station 10+00.00;

Thence N00°23'22"W, along said Existing Centerline of SE 132nd Avenue (County Road No. 2591 and County Road No. 1531), 4553.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2003-003, Clackamas County Survey Records, at the One-Quarter Section Corner common to Section 2, T.2S R.2E and Section 35, T.1S, R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 55+53.27 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The north-south centerline of said Section 2 was held to be N00°23'22"W, as measured between the above-described North and South One-Quarter Section Corners of said Section 2.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Northeast One-Quarter of the Southwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Warranty Deed-Statutory Form recorded on June 12, 1979, as Record No. 79-024418, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 66.00 feet left of the Existing 132nd Avenue Centerline Station 23+25.00;

Thence northerly, in a straight line, to a point 66.00 feet left of Existing 132nd Avenue Centerline Station 23+50.00;

EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

The parcel of land to which this description applies contains 600 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue described herein, being more particularly described in Parcel 1.

Property No. 18; Tax Lot 22E02CA00713

PARCEL 1 (Temporary Construction Easement)

A parcel of land lying in the Northeast One-Quarter of the Southwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 1, Plat of "SCENIC RIDGE", Plat No. 3270, Clackamas County Survey

Records, also being a portion of that tract of land as described by that certain Bargain and Sale Deed-Statutory Form recorded one January 04, 2011, as Record No. 2011-000777, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 66.00 feet left of the Existing 132nd Avenue Centerline Station 23+40.00;

Thence northerly, in a straight line, to a point 66.00 feet left of Existing 132nd Avenue Centerline Station 23+47.51;

Thence easterly, in a straight line, to a point 35.00 feet left of Existing 132nd Avenue Centerline Station 23+47.51;

Thence northeasterly, in a straight line, to a point 28.60 feet left of Existing 132nd Avenue Centerline Station 23+58.99;

Thence northerly, in a straight line, to a point 28.60 feet left of Existing 132nd Avenue Centerline Station 24+10.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

The parcel of land to which this description applies contains 310 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 132nd Avenue (County Road No. 2591), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-139, Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 2 and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°23'22"E, 767.03 feet, said point being Existing Centerline Station 10+00.00;

Thence N00°23'22"W, along said Existing Centerline of SE 132nd Avenue (County Road No. 2591 and County Road No. 1531), 4553.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2003-003, Clackamas County Survey Records, at the One-Quarter Section Corner common to Section 2, T.2S R.2E and Section 35, T.1S, R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 55+53.27 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The north-south centerline of said Section 2 was held to be N00°23'22"W, as measured between the above-described North and South One-Quarter Section Corners of said Section 2.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

Property No. 19; Tax Lot 22E02CA00900

PARCEL 1 (Temporary Construction Easement)

A parcel of land lying in the Northeast One-Quarter of the Southwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Parcel 1, Partition Plat 2001-51, Clackamas County Survey Records, also being a portion of that tract of land as described by that certain Special Warranty recorded on March 11, 2010, as Record No. 2010-015058, Clackamas County Deed Records, said parcel being that

portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 45.00 feet left of the Existing 132nd Avenue Centerline Station 24+00.00;

Thence northerly, in a straight line, to a point 45.00 feet left of Existing 132nd Avenue Centerline Station 24+33.28.

Thence easterly, in a straight line, to a point 35.00 feet left of Existing 132nd Avenue Centerline Station 24+33.28.

Thence northerly, in a straight line, to a point 35.00 feet left of Existing 132nd Avenue Centerline Station 24+64.97.

Thence westerly, in a straight line, to a point 45.00 feet left of Existing 132nd Avenue Centerline Station 24+64.97.

Thence northerly, in a straight line, to a point 45.00 feet left of Existing 132nd Avenue Centerline Station 24+80.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE Scenic Ridge Road.

The parcel of land to which this description applies contains 809 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 132nd Avenue (County Road No. 2591), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-139, Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 2 and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°23'22"E, 767.03 feet, said point being Existing Centerline Station 10+00.00;

Thence N00°23'22"W, along said Existing Centerline of SE 132nd Avenue (County Road No. 2591 and County Road No. 1531), 4553.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2003-003, Clackamas County Survey Records, at the One-Quarter Section Corner common to Section 2, T.2S R.2E and Section 35, T.1S, R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 55+53.27 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The north-south centerline of said Section 2 was held to be N00°23'22"W, as measured between the above-described North and South One-Quarter Section Corners of said Section 2.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

Property No. 20; Tax Lot 22E02CA00800

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Northeast One-Quarter of the Southwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and

being a portion of that tract of land as described by that certain Bargain and Sale Deed-Statutory Form recorded on February 9, 1996, as Record No. 96-009338, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 26.00 feet left of the Existing 132nd Avenue Centerline Station 25+15.00;

Thence northerly, in a straight line, to a point 26.00 feet left of Existing 132nd Avenue Centerline Station 26+20.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE Scenic Ridge Road.

The parcel of land to which this description applies contains 542 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 132nd Avenue (County Road No. 2591), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-139, Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 2 and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°23'22"E, 767.03 feet, said point being Existing Centerline Station 10+00.00;

Thence N00°23'22"W, along said Existing Centerline of SE 132nd Avenue (County Road No. 2591 and County Road No. 1531), 4553.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2003-003, Clackamas County Survey Records, at the One-Quarter Section Corner common to Section 2, T.2S R.2E and Section 35, T.1S, R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 55+53.27 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The north-south centerline of said Section 2 was held to be N00°23'22"W, as measured between the above-described North and South One-Quarter Section Corners of said Section 2.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Northeast One-Quarter of the Southwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Bargain and Sale Deed-Statutory Form recorded on February 9, 1996, as Record No. 96-009338, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 39.12 feet left of the Existing 132nd Avenue Centerline Station 25+15.00;

Thence northerly, in a straight line, to a point 39.12 feet left of Existing 132nd Avenue Centerline Station 25+38.48;

Thence northwesterly, in a straight line, to a point 61.00 feet left of Existing 132nd Avenue Centerline Station 25+54.42;

Thence northerly, in a straight line, to a point 61.00 feet left of Existing 132nd Avenue Centerline Station 25+98.31;

Thence northeasterly, in a straight line, to a point 28.62 feet left of Existing 132nd Avenue Centerline Station 26+20.00.

EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE Scenic Ridge Road.

The parcel of land to which this description applies contains 2,556 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue described herein, being more particularly described in Parcel 1.

Property No. 21; Tax Lot 22E02CA00300

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Northeast One-Quarter of the Southwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Warranty Deed recorded on August 22, 1967, in Book 695 at Page 640, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 26.00 feet left of the Existing 132nd Avenue Centerline Station 26+15.00;

Thence northerly, in a straight line, to a point 26.00 feet left of Existing 132nd Avenue Centerline Station 27+10.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

The parcel of land to which this description applies contains 540 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 132nd Avenue (County Road No. 2591), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-139, Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 2 and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°23'22"E, 767.03 feet, said point being Existing Centerline Station 10+00.00;

Thence N00°23'22"W, along said Existing Centerline of SE 132nd Avenue (County Road No. 2591 and County Road No. 1531), 4553.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2003-003, Clackamas County Survey Records, at the One-Quarter Section Corner common to Section 2, T.2S R.2E and Section 35, T.1S, R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 55+53.27 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The north-south centerline of said Section

2 was held to be N00°23'22"W, as measured between the above-described North and South One-Quarter Section Corners of said Section 2.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Northeast One-Quarter of the Southwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Warranty Deed recorded on August 22, 1967, in Book 695 at Page 640, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 46.00 feet left of the Existing 132nd Avenue Centerline Station 26+15.00;

Thence northerly, in a straight line, to a point 46.00 feet left of Existing 132nd Avenue Centerline Station 26+57.41;

Thence easterly, in a straight line, to a point 31.00 feet left of Existing 132nd Avenue Centerline Station 26+57.41.

Thence northerly, in a straight line, to a point 31.00 feet left of Existing 132nd Avenue Centerline Station 27+10.00.

EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

The parcel of land to which this description applies contains 1,034 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue described herein, being more particularly described in Parcel 1.

Property No. 22; Tax Lot 22E02CA00100

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Northeast One-Quarter of the Southwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Bargain and Sale Deed recorded on August 17, 2010, as Record No. 2010-049472, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 26.00 feet left of the Existing 132nd Avenue Centerline Station 27+00.00;

Thence northerly, in a straight line, to a point 26.00 feet left of Existing 132nd Avenue Centerline Station 28+95.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

The parcel of land to which this description applies contains 1,089 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 132nd Avenue (County Road No. 2591), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-139, Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 2 and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°23'22"E, 767.03 feet, said point being Existing Centerline Station 10+00.00;

Thence N00°23'22"W, along said Existing Centerline of SE 132nd Avenue (County Road No. 2591 and County Road No. 1531), 4553.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2003-003, Clackamas County Survey Records, at the One-Quarter Section Corner common to Section 2, T.2S R.2E and Section 35, T.1S, R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 55+53.27 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The north-south centerline of said Section 2 was held to be N00°23'22"W, as measured between the above-described North and South One-Quarter Section Corners of said Section 2.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Northeast One-Quarter of the Southwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Bargain and Sale Deed recorded on August 17, 2010, as Record No. 2010-049472, Clackamas County Deed Records,, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 31.00 feet left of the Existing 132nd Avenue Centerline Station 27+00.00;

Thence northerly, in a straight line, to a point 31.00 feet left of Existing 132nd Avenue Centerline Station 28+68.88;

Thence westerly, in a straight line, to a point 51.00 feet left of Existing 132nd Avenue Centerline Station 28+68.88;

Thence northerly, in a straight line, to a point 51.00 feet left of Existing 132nd Avenue Centerline Station 28+95.00.

EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

The parcel of land to which this description applies contains 1,330 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue described herein, being more particularly described in Parcel 1.

Property No. 23; Tax Lot 22E02BD01700

PARCEL 1 (Temporary Construction Easement)

A parcel of land lying in the Southeast One-Quarter of the Northwest One-Quarter of Section 2, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by that certain Quitclaim Deed recorded on June 22, 2010, as Record No. 2010-037176, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 30.00 feet left of the Existing 132nd Avenue Centerline Station 28+85.00;

Thence northerly, in a straight line, to a point 30.00 feet left of Existing 132nd Avenue Centerline Station 29+16.87;

Thence easterly, in a straight line, to a point 20.00 feet left of Existing 132nd Avenue Centerline Station 29+16.87.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 132nd Avenue.

The parcel of land to which this description applies contains 135 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 132nd Avenue, being more particularly described as follows:

Beginning at a point on the Existing Centerline of SE 132nd Avenue (County Road No. 2591), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-139, Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 2 and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°23'22"E, 767.03 feet, said point being Existing Centerline Station 10+00.00;

Thence N00°23'22"W, along said Existing Centerline of SE 132nd Avenue (County Road No. 2591 and County Road No. 1531), 4553.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2003-003, Clackamas County Survey Records, at the One-Quarter Section Corner common to Section 2, T.2S R.2E and Section 35, T.1S, R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 55+53.27 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The north-south centerline of said Section 2 was held to be N00°23'22"W, as measured between the above-described North and South One-Quarter Section Corners of said Section 2.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.



GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS
PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Assignment of Personal Services Contract with Ball Janik LLP
to Summit Strategies Government Affairs, LLC for Federal Representation Services

Purpose/Outcomes	Approve a contract assignment from Ball Janik LLP to Summit Strategies Government Affairs, LLC for Federal Representation Services.
Dollar Amount and Fiscal Impact	\$250,000 total (\$150,000 annual contract for Federal Representation Services to Clackamas County and \$100,000 for Federal Representation Services to the Willamette Falls Legacy Project.)
Funding Source	\$150,000 General Fund and \$100,000 Non-General Fund (Lottery Fund/Economic Development)
Safety Impact	N/A
Duration	Remainder of 2015 calendar year, ending December 31, 2015.
Previous Board Action	Board approved contract Amendment #1 of \$100,000 on August 5, 2014, bringing total contract amount to \$250,000.
Contact Person	Gary Schmidt, Public and Government Affairs, 503-742-5908
Contract No.	N/A

BACKGROUND:

On December 17, 2012, the County entered into a contract with Ball Janik LLP to provide Federal Representation Services. Ball Janik LLP was selected through a Request for Proposal process. The contract was amended on August 5, 2014 adding Federal Representation Services for the Willamette Falls Legacy Project.

On January 31, 2015, Ball Janik LLP ended its Government Affairs practice. The Ball Janik government affairs team opened their own practice, Summit Strategies Government affairs, LLC, on February 1, 2015. Per the original contract between Clackamas County and Ball Janik, Ball Janik may assign its rights, duties and obligations under the contract to Summit Strategies.

The original contract value was \$150,000. Amendment #1 added \$100,000 to the contract value for Federal Representation Services for the Willamette Falls Legacy Project, increasing the total contract value to \$250,000. The original contract and Amendment #1 ends on December 31, 2015 and there are no remaining renewals on the contract.

The Board of County Commissioners approved this contract assignment at their work session on February 3, 2015.

County Counsel has reviewed this assignment.

RECOMMENDATION:

Staff recommends Board approval of the assignment of Personal Services contract with Ball Janik LLP to Summit Strategies Government Affairs, LLC for Federal Representation Services.

Respectfully submitted,

Gary Schmidt
Director, Public and Government Affairs

Placed on the Agenda of February 19, 2015 by the Purchasing Division



101 SW Main Street, Suite 1100
Portland, Oregon 97204

balljanik.com

t 503.228.2525
f 503.295.1058

January 30, 2015

David W. Criswell
Admitted in Oregon and Washington
dcriswell@balljanik.com

Gary Schmidt
Clackamas County
Public Services Building
2051 Kaen Road
Oregon City, OR 97045

Michelle Giguere
Summit Strategies Government Affairs, LLC
655 Fifteenth Street NW, Suite 225
Washington, DC 20005

RE: Assignment of Amendment #1 and contract for Federal Representation Services

Dear Gary and Michelle:

Ball Janik LLP and Clackamas County are parties to that certain contract for the provisions of federal representation services dated December 17, 2012; as amended by amendment #1 dated September 11, 2014, and project specific purchase order #15631 (together, the "Contract").

Ball Janik LLP is closing its government affairs practice effective January 31, 2015.

Ball Janik LLP hereby assigns all of its rights, duties and obligations under the Contract to Summit Strategies Government Affairs, LLC, effective February 1, 2015; provided, however, that Clackamas County will be responsible for payment to Ball Janik for services rendered under the Contract through January 31, 2015. Clackamas County accepts and recognizes this assignment and will look solely to Summit Strategies Government Affairs, LLC for performance of services under the Contract from and after February 1, 2015.

Very truly yours,

A handwritten signature in black ink, appearing to read "DWC", written over a light blue horizontal line.

David W. Criswell, Managing Partner

DWC:SNW



Accepted and Agreed:

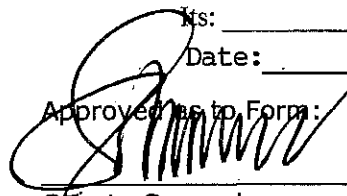
Summit Strategies Government Affairs, LLC

By: Michelle Higuera
Name: MICHELLE GIGVERE
Its: MEH

Clackamas County Board of Commissioners by:

By: _____
Name: _____
Its: _____
Date: _____

Approved as to Form:



County Counsel

Recording Secretary

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Summit Strategies Government Affairs, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2006 SE Clinton St.

6 City, state, and ZIP code
Portland, OR 97202

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

4	7	-	2	8	5	7	5	1	0
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Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross-out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Michelle Maguire* Date ▶ *1/30/2015*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



LANE MILLER
MANAGER

PURCHASING DIVISION

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

October 9, 2014

Ball Janik LLP
Attention: Ms. Michelle Giguere
101 SW Main Street, Suite 1100
Portland, OR 97204

Reference: Amendment #1 to the contract documents for Federal Representation Services


Dear Ms. Giguere,

Accompanying this cover letter are your original copy of amendment #1 and project specific purchase order # 15631 for the contract to provide Federal Representation Services to Clackamas County. Please reference this specific purchase order on all work associated with work on the Willamette Falls project.

If you have any questions, I can be reached at (503) 742-5449 or toma@clackamas.us.

Thanks for your help with this amendment.

Sincerely,



Tom Averett, CPPB
Buyer

AMENDMENT #1 TO THE CONTRACT DOCUMENTS WITH BALL JANIK LLP FOR FEDERAL REPRESENTATION SERVICES

This Amendment #1, when signed by Ball Janik LLP ("Contractor") and Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the Contractor and County entered into those certain contract documents for the provision of services dated December 17, 2012 as may be amended ("Contract");

WHEREAS, the Contractor and County desire to amend the Contract pursuant to this Amendment; and

NOW, THEREFORE, the County and Contractor hereby agree that the Contracts are amended as follows:

SCOPE OF WORK

ADD THE REVISED SCOPE OF WORK DATED JULY 14, 2014 AS "ATTACHMENT A"

SECTION I COMPENSATION:

The total not to exceed value of this Contract shall not exceed \$250,000 (original contract \$150,000 + amendment #1 \$100,000).

Original contract:	\$150,000
Amendment #1	<u>\$100,000</u>
	\$250,000

Except as set forth herein, the County and the Contractor ratify the remainder of the Contract and affirm that no other changes are made hereby.

Ball Janik LLP
101 SW Main Street, Suite 100
Portland, OR 97204

Clackamas County Board
of Commissioners by:

Limited Liability Partnership/Oregon
Entity Type/State of Formation

Michelle Giguere
Authorized Signature

[Signature]
County Administrator

Michelle Giguere, Director, Government Affairs
Name, Title

September 11, 2014
Date

9/23/2014
Date

(503) 228-2525
Phone Number

Approved as to form
[Signature]
County Counsel

514045-81
Oregon Business Registry #

ATTACHMENT "A"
SCOPE OF WORK DATED JULY 2014

Ball Janik, LLP
Federal Representation Services
Scope of Work
July 2014

Strategic Economic Development Initiative – Willamette Falls Legacy Project

Goal:

Secure federal/other funding for re-development of the Blue Heron industrial site plan as determined by Clackamas County, Oregon City, Metro, the State, and other project partners (Coalition).

Workplan:

1. Meet with and report to the Coalition on possible funding areas on the State and federal levels and coordinate strategy for and approach to securing funds.
2. Work with other advocates who represent members of the Coalition on a broad and coordinated effort to secure funding.
3. Work with other advocates who are not members of the Coalition, but who are supportive of the project.
4. Work with private developer on coordination of efforts, and possible financial and other contributions to the project.
5. Work with County's Salem legislative advocacy team, and other Coalition member advocates to prepare a potential gameplan for the State Legislature in January 2015.
6. Assist with scheduling, preparing for, and supporting trips by Coalition members to Washington, D.C. and Salem.
7. Work on other special project areas as identified and directed by the County on behalf of the Coalition, possibly including efforts to designate the Willamette Falls Heritage Area under federal law and to address issues related to repair, operation of, or retention of the Willamette Falls Locks.
8. Upon approval by the County, Ball Janik LLP will provide these services starting on September 15, 2014 through August 31, 2015. Services will be provided for \$8,000 per month on a flat-fee basis. Expenses specifically related to providing these services will not exceed \$4,000 for the time-period specified.

Possible sources of funding for the Willamette Falls Legacy Project:

Federal

- Department of Transportation, TIGER – Round VII
- Economic Development Administration – multiple programs
- Environmental Protection Agency – Brownfields, Water Resources
- Environmental Protection Agency – Center for Creative Land Recycling
- Interior – Legacy program
- Land and Water Conservation Fund – Federal/State program
- Department of Agriculture – Conservation Reserve Enhancement Program
- Bonneville Power Administration – conservation/watershed
- Natural Resources Conservation Service
- National Fish and Wildlife Foundation
- National Park Service

Other

- Trust For Public Land
- The Conservation Fund
- American Land Conservation Fund
- The Nature Conservancy
- National Trust for Historic Preservation

State

- Transportation and Growth Management (ODOT)
- State Lottery
- State Parks- Recreational Trails Program
- State Parks- Local Government Grants
- Oregon Watershed Enhancement Board
- Oregon Department of Fish and Wildlife
- Oregon Marine Board

Approval of Previous Business Meeting Minutes:

January 29, 2015

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

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

Thursday, January 29, 2015 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner John Ludlow, Chair
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith

EXCUSED: Commissioner Jim Bernard

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Stephen Bates, Boring — urged Board to support HB 2440 withdrawal from Metro.
~Board Discussion~

II. PUBLIC HEARINGS

1. Resolution No. **2015-08** Approval for a Clackamas County Supplemental Budget (Greater than 10% and Budget Reduction) for Clackamas County for Fiscal Year 2014-2015
Diane Padilla, Budget Manager presented the staff report.
~Board Discussion~

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none, he closed the public hearing and asked for a motion.

MOTION:

Commissioner Smith: I move we approve the Resolution for a Clackamas County Supplemental Budget Greater than 10% and Budget Reduction for Fiscal Year 2014-2015.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

Chair Ludlow announced the Board will recess as the Board of County Commissioners and convene as the Development Agency for the next item.

DEVELOPMENT AGENCY

2. Resolution No. **2015-09** Approval of a Clackamas County Development Agency Supplemental Budget (Greater than 10% and Budget Reductions) for Fiscal Year 2014-2015
Dan Johnson, Development Agency presented the staff report.
~Board Discussion~
Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none, he closed the public hearing and asked for a motion.

MOTION:

Commissioner Smith: I move we approve the Resolution for a Clackamas County Development Agency Supplemental Budget Greater than 10% and Budget Reduction for Fiscal Year 2014-2015.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

Chair Ludlow announced the Board will adjourn as the Development Agency and re-convene as the Board of County Commissioners for the remainder of the meeting.

III. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

IV. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title – the then asked for a motion.

MOTION:

Commissioner Schrader: I move we pass the consent agenda.

Commissioner Savas: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

A. Finance Department

1. Resolution No. **2015-10** Approval for Clackamas County Budgeting of New Specific Purpose Revenue for Fiscal Year 2014-2015
2. Resolution No. **2015-11** Approval for Clackamas County Transfer of Appropriations for Fiscal Year 2014-2015

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

C. Technology Services

1. Approval to Enter into a Franchise Agreement for Fiber Connections with the City of West Linn and the City of Wilsonville

V. DEVELOPMENT AGENCY

1. Approval of a Disposition and Development Agreement with A4RK, LLC to Convey Real Property

2. Approval of a Funding Agreement between the Clackamas County Development Agency and Clackamas County Rural Fire Protection District #1
3. Approval of an Agreement between the Clackamas County Development Agency and Hoodland Fire District No. 4
4. Approval of a Memorandum of Understanding with Clackamas River Water for Design of a Waterline in Conjunction with the Monterey Avenue Extension Design

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:06 AM

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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

www.clackamas.us/bcc/business.html



John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

8

February 19, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to apply for the 2015-2017
Child Abuse Multi-Disciplinary Intervention CAMI MDT Grant

Purpose/Outcomes	The CAMI Program's goal is to support a multidisciplinary approach to child abuse intervention. Services include assessment, advocacy, and treatment to children who are victims or alleged victims of child abuse (ORS 419B.005 through 419B.050).
Dollar Amount and Fiscal Impact	Total grant award: \$778,298.82 No match is required. Funds are passed through the District Attorney's Office to the CAMI MDT
Funding Source	State of Oregon, acting by and through OR Department of Justice
Safety Impact	1) High quality and comprehensive medical assessments and support services for Clackamas County children suspected as victims of abuse; 2) An active system wide, coordinated approach to child abuse, investigation, assessment, and intervention & prosecution in Clackamas County; and 3) MDT members and those conducting investigations, interviews, advocacy, assessment & treatment of child abuse victims, will receive training in risk assessment, dynamics of child abuse & child sexual abuse, and educational & legally sound age appropriate techniques.
Duration	Effective July 1, 2015 through June 30, 2017
Previous Board Action/Review	The Board approved the 2013-2015 MDT CAMI grant award on November 7, 2013
Contact Person	Sarah Brown, Administrative Services Manager for the District Attorney

BACKGROUND:

Oregon law (ORS 418.746-418.796) requires that every county utilize a multidisciplinary approach to child abuse intervention. In 1989, the law specified that every county create a multidisciplinary team (MDT) that is coordinated through each county's District Attorney's office.

The legislature recognized then, as it does still today, that identifying and responding to child abuse is complicated and thus requires complex collaboration and consistent team work in order to address child abuse situations adequately. (Grant Handbook, Page 5)

Clackamas County has received funding from the State of Oregon for Child Abuse Multi-Disciplinary Intervention (CAMI) since at least 2005. CAMI funds are intended for the ongoing support of community child abuse intervention centers (ORS 418.790 through 418.792) and for

the development and maintenance of child abuse multidisciplinary teams (ORS 418.745 through 418.747).

RECOMMENDATION:

I respectfully recommend that the Board approve this request to apply for CAMI MDT funds and also authorize District Attorney John S. Foote to sign on behalf of the Board.

Respectfully submitted,

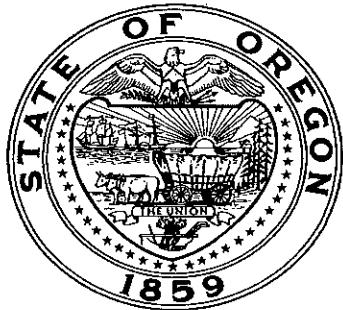
A handwritten signature in cursive script that reads "Sarah E. Brown".

Sarah E. Brown
Administrative Services Manager

OREGON DEPARTMENT OF JUSTICE

2015 - 2017 CAMI MDT GRANT REQUEST FOR APPLICATIONS

APPLICATION INSTRUCTIONS



**Attorney General Ellen F. Rosenblum
Oregon Department of Justice
Crime Victims' Services Division
1162 Court Street NE
Salem, OR 97301-4096**

**RFA RELEASE DATE: February 9, 2015
ONLINE APPLICATION DUE DATE: March 23, 2015, 5 P.M. PST
AWARD PERIOD: July 1, 2015-June 30, 2017**

READ ALL INSTRUCTIONS BEFORE COMPLETING THE GRANT APPLICATION

Throughout this document the Department of Justice Crime Victims' Services Division will be referred to as DOJ CVSD.

Resources for this Application

This request for applications (RFA) is downloadable in PDF format from the CVSD E-Grants system at: www.cvsdegrants.com and from the DOJ CVSD website at: <http://www.doj.state.or.us/victims/pages/cami.aspx>.

The CVSD E-Grant Applicant User Guide is the primary resource for information about E-Grants. The Guide can be found in E-Grants by clicking "My Training Materials" or at the CVSD website at: http://www.doj.state.or.us/victims/pdf/cvsd_egrants_applicant_user_guide.pdf.

Additionally, as you work in the E-Grants system, most pages contain a "Show Help" button which provides additional information about each particular page. A copy of the complete show help instructions is included in the appendix of this RFA for your ease of reference.

The CAMI MDT Grant Management Handbook, cited throughout these instructions as a reference, is available:

- o as a PDF file at the top of the Forms Menu in the E-Grants system;
- o as a PDF file on the DOJ CVSD website at:
http://www.doj.state.or.us/victims/pdf/cami_grant_management_handbook.pdf

Contact Information for DOJ CVSD Staff

Grant Assistant:

Assistant	Phone	E-mail
vacant		

Fund Coordinator:

Coordinator	Phone	E-mail
Robin Reimer	503-378-6795	robin.e.reimer@doj.state.or.us

Grant Application Amendments

DOJ CVSD may amend this 2015-2017 CAMI MDT Grant Application by posting amendments on the DOJ CVSD E-Grants System. If amended, DOJ CVSD will issue an update that will be added to the Forms Menu in the E-Grants system, immediately below the Request for Applications. Amendments will also be posted on the DOJ CVSD website on the CAMI page:

<http://www.doj.state.or.us/victims/cami.shtml>. Applicant is responsible for all information in E-Grants. DOJ CVSD accepts no responsibility for applicant missing information contained in the DOJ CVSD E-Grants system.

Requests for Clarification

Any Applicant requiring clarification of a provision of this application may email a request for clarification to Robin Reimer. To be considered, the request must be received no later than 5:00 P.M. on March 5, 2015. DOJ CVSD will promptly respond to each properly-submitted request for clarification. At its sole discretion, the DOJ CVSD may or may not respond to requests for clarification received after 5:00 P.M. on March 5, 2015.

Informal Requests

DOJ CVSD may informally respond to applicants' questions. However, informal responses do not affect the 2015-17 CAMI MDT application requirements. Application requirements are changed only by formal amendment(s) issued by DOJ CVSD and posted on the DOJ CVSD E-Grants System.

Timetable for Application, Review and Awards

TARGET DATE	ACTIVITY
February 9	CAMI MDT Grant Application released
February 24	First Applicant Teleconference
February 25	Second Applicant Teleconference
March 2	CVSD E-Grants registration (as necessary) complete or member information updated
March 2	Application initiated
March 5	CAMI MDT Application amendments/clarifications due
March 23	Application due through CVSD E-Grants
March 23-April 3	Application review by CAMI Fund Coordinator
April-May	CAMI Advisory Committee review
June	Attorney General (or designee) approval of final award Recommendations
June	Award notification and grant documents available in E-Grants
June 24	All completed award documents due at DOJ CVSD (approximate date)
July 1	2013-2015 CAMI MDT grant period begins

Grant Applicants' Teleconference Schedule

Date	Time	Toll Free Number
Tuesday, February 24, 2015	10:00am – 11:30am	Web Access (to view documents): https://global.gotomeeting.com/join/300604389 Audio: Toll free number: 1-888-273-3658 Participant Code: 932053
Wednesday, February 25, 2015	2:00pm – 3:30pm	Web Access (to view documents): https://global.gotomeeting.com/join/524334429 Audio: Toll free number: 1-888-273-3658 Participant Code: 932053

CAMI Advisory Council Members

<p>Stacey Ayers DHS/CAF CPS Program Manager Employee of the Oregon Department of Human Services</p>	<p>Kevin Barton Washington County DA's Office District Attorney or District Attorney Designee</p>
<p>Dr. Carol Chervenak ABC House Physician Licensed to practice medicine in Oregon and who specializes in children and families Vice-Chair</p>	<p>Staci Heintzman-Yutzie Department of Public Safety Standards and Training Citizen with an interest in advocating for the medical interests of abused children</p>
<p>Dr. Elizabeth Heskett Bouressa Kids' FIRST Citizen with an interest in advocating for the medical interests of abused children</p>	<p>Kirstin Heydel Mid Valley Women's Crisis Services Domestic Violence Program Representative</p>
<p>Tina Morgan Citizen A person having experience dealing with child abuse</p>	<p>Tammi Pitzen Network of Child Abuse Intervention Centers Representative of the Network of Oregon Child Abuse Intervention Center</p>
<p>Matt Shirtcliff Baker County DA District Attorney or District Attorney Designee</p>	<p>Shelly Smith, MS KIDS Center Representative from a Regional Service Provider Chair</p>
<p>Lieutenant Wendi Steinbronn Portland Police Bureau Employee of a law enforcement agency</p>	

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I. Grant Overview

A. History of CAMI

Oregon law¹ requires that every county utilize a multidisciplinary approach to child abuse intervention. In 1989, Oregon enacted legislation that required every county to create a child abuse multidisciplinary team (MDT) coordinated by the county's District Attorney. The legislature recognized then, as it does still today, that identifying and responding to child abuse is complicated and requires complex collaboration and consistent team work.

In 1993, the Oregon Legislature established the Child Abuse Multidisciplinary Intervention (CAMI) Program. Originally, the CAMI Program was administered by the Department of Human Services. In 2005, the CAMI Program moved to the DOJ CVSD². DOJ CVSD administers a number of federal and state grant programs for victims services providers across Oregon.

Oregon's CAMI Program and MDT protocols adapted to significant statutory change in 2007 with the enactment of Karly's Law. Karly's Law is named after Karly Sheehan, a young Oregon girl who was murdered by physical abuse in 2005 after initial investigations failed to recognize that she was being abused. Karly's Law mandates specific responses to suspicious physical injuries when Department of Human Services (DHS) workers or law enforcement officers encounter injured children during calls.

B. Purpose and Intent

The purpose of the CAMI Program is to support a multidisciplinary approach to child abuse intervention. Per statute, CAMI services should be provided in a child friendly environment by professionals trained in risk assessment, the dynamics of child physical and sexual abuse and neglect, legally sound and age appropriate interviewing, and age appropriate investigatory techniques. Services include assessment, advocacy, and treatment for children who are victims or alleged victims of child abuse.

CAMI's statutory language reflects Oregon's support for the child abuse intervention standards established by the National Children's Alliance (NCA). Like ORS 418.747 and 418.783, NCA standards support collaborative, comprehensive interventions using CAICs to conduct evaluations whenever possible. While not every interview or medical evaluation can occur in a CAIC, local protocols should help direct child abuse responders on how and when to refer cases to CAICs. MDTs should ensure that their community partners are aware of, trained in, and abide by these local protocols.

C. Funding Source and Allocation

The CAMI Program provides funding to counties for the development and ongoing support of community child abuse intervention centers (CAICs) and for the development and maintenance of

¹ ORS 418.746-418.796

² Formerly, the Crime Victims' Assistance Section (CVAS)

MDTs. CAMI grant funds come primarily from the Criminal Fines Account (CFA). CFA funds include fines assessed by justice, municipal, district, circuit and juvenile courts on persons convicted of a crime, violation, or infraction.

To allocate CFA dollars to grantees, DOJ CVSD uses a “base plus” formula. This formula originated out of the 2006 joint DOJ/DHS equity study. The CAMI program uses a modified version of the formula. Each county receives a base amount of funding plus an additional amount determined by the county’s crime rate and population under age 18.

CAMI also funds five regional service providers (RSPs) throughout Oregon to support MDTs and CAICs. The RSPs provide forensic interview training³ including the Oregon Child Forensic Interviewer Training which is mandatory for forensic interviewers employed by CAICs and is based on the Oregon Interview Guidelines. RSPs also provide medical assessment training, peer review for child abuse medical professionals and forensic interviewers, complex case consultation, and referral and information services.

D. Use of Funds

Allowable	Unallowable
<ul style="list-style-type: none"> • Initial investigation and assessment • Crisis intervention • Program start up costs • Program maintenance • Multi-county coordination of services • MDT Training • MDT Consultation • Training related travel (at federal rates) • Equipment • Supporting CAICs (the statutory priority) • 5% Administrative Costs • Staff 	<ul style="list-style-type: none"> • On going or long term treatment • Supplanting • Any portion of equipment not used exclusively for child abuse intervention • Out of State Travel or Training without prior approval of the CAMI Program

Grantees must spend CAMI grant funds according to the budget approved by DOJ CVSD in the MDT’s grant application. MDTs should focus on services during the initial investigation and assessment of child abuse allegations, including crisis intervention. CAMI funds are not intended to

³ Interviewers who conduct child interviews outside of CAICs are also strongly encouraged to complete this training as space allows, however, they are not required to take this training.

support on-going or long-term treatment of individual victims. MDTs can use funds to facilitate referrals for long term care as part of their comprehensive response.

All proposed uses of CAMI funds must fall within the service areas of assessment, advocacy and treatment. See Exhibit A infra for additional detail on these service areas.

CAMI funds can be used for start-up costs or for ongoing maintenance of a program. Funds from adjoining counties may be combined to design multi-county child abuse intervention services for the area. MDTs may use CAMI funds to strengthen the functioning of the county's MDT through training and/or consultation. CAMI particularly encourages cross training that involves team members from different agencies/disciplines within the team, or among neighboring MDTs. CAMI also encourages MDTs to access the training opportunities offered by their Regional Service Provider.

Federal per diem rates <http://www.gsa.gov/portal/category/100120> should be used for grant related travel expenses. If the MDT elects to pay for travel costs that exceed the federal per diem rate, the CAMI program strongly recommends that the program only do so in circumstances that are reasonable and justified. Additionally, the DOJ CAMI program strongly recommends that the grantee maintain records of such approvals and their justifications for audit purposes.

Out of state travel paid for with CAMI funds must be pre-approved. Planned out of state travel or training should be included in the application budget along with the justification for travel out of state. Approval of out of state travel or training planned after the application period may be requested through the grant amendment process. Approval should be obtained prior to travel.

ORS 418.746(5)(D) requires MDTs to prioritize funding a local CAIC. The application asks for information on the extent to which the MDT funds the local CAIC. MDTs in counties without a CAIC can contract with nearby CAICs so that local children can benefit from the child friendly, neutral assessment services that CAICs provide. CVSD encourages every MDT to connect with the nearest CAIC (regardless of RSP service area) so that children's travel for services is minimized and children receive clinical assessment services from providers trained according to Oregon standards.⁴The RSP is not responsible for providing medical assessment services to counties in their region.

When MDTs allocate CAMI funds to CAICs, the MDT shall ensure that CAIC Forensic Interviewers meet minimum educational qualifications. Interviewers shall have a bachelor's degree with four years' experience working with children, a masters' degree with two years' experience working with children, or be or have been a DHS Child Welfare worker or law enforcement officer. CAIC interviewers must be trained in the new Oregon Child Forensic Interviewer curriculum prior to conducting interviews. Additionally, per ORS 418.792 the MDT must ensure that there is at least one medical practitioner at the CAIC trained in evaluation, diagnosis and treatment of child abuse

⁴ Beginning in 2013, Center-employed Forensic Interviewers must not only be trained in the new Oregon Child Forensic Interview Training, but must meet minimum educational qualifications to be an Interviewer. Medical providers already must meet educational standards and be specially trained in child development and child abuse intervention.

and neglect and who has committed to attend annual continuing education courses on evaluation and diagnosis of child abuse and neglect.

CAMI grant funds may not be used as replacement revenues (supplanting) for currently available funds previously allocated by the county or other funding source for child abuse intervention [ORS 418.746 (2)]. The MDT Approval and Assurances signature page in the application provides verification that CAMI grant funds will not supplant other child abuse intervention funds.

CAMI funds may not be used for non-child abuse expenses. Equipment may not be purchased with CAMI funds for non-MDT or CAIC purposes. CAMI funds cannot be spent on training for purposes other than child abuse or fatality review and related prevention activities.

The legally recognized entity that manages the county's CAMI Program grant funds may, if justifiable, submit a budget which allocates 5% of the county's CAMI MDT grant funds for administrative costs. Whether a county allows a sub-contractor to receive administrative costs is the decision of the MDT.

The MDT may propose to use CAMI Program grant funds directly for MDT purposes, or the team may assign funds to a qualified public or private agency that meets the needs of the county intervention plan. In any case, statute requires that local funding decisions are made by the MDT and that regardless of who accounts for or receives the funding, local funding decisions ultimately must be managed by the MDT, in accordance with the best practice guidelines set forth in statute and supported by the NCA.

Reminders:

If an entity other than the district attorney's office, or the county doing business through the district attorney's office, is selected by the MDT to manage CAMI funds, the spending authority remains with the MDT and strictly tied to the agreed grant budget. CAMI staff will always request verification from the MDT through meeting minutes or discussion with the team for any spending questions or budget redirects that arise.

If the grantee is subject to an independent audit, a copy of the audit report will be made available to the CAMI Program Coordinator upon request.

E. MDT Protocols

Child abuse intervention protocols are required by Oregon Law for every MDT. ORS 418.747(2) specifies that teams shall develop a written protocol for immediate investigation of, and notification procedures for, child abuse cases and for interviewing child abuse victims. ORS 418.747(3) and (4) state: Each team member and the personnel conducting child abuse investigations and interviews of child abuse victims shall be trained in risk assessment, dynamics of child abuse, child sexual abuse and rape of children and legally sound and age appropriate interview and investigatory techniques. All investigations of child abuse and interviews of child abuse victims shall be carried out by appropriate personnel using the protocols and procedures called forth in this section.

The CAMI required MDT Protocols are divided into five specific components. Each component should be a separate file uploaded to the application.

The protocol components are:

1. Child Abuse Investigation Protocols (Include Sensitive Case Protocol (ORS 418.747(8)))
2. Karly's Law Protocol
3. Drug Endangered Children Protocol
4. Child Fatality Review Protocol
5. Compliance Mechanism

The MDT Intervention Plan ties the MDT's work to the CAMI Program and the MDT's Child Abuse Intervention Protocols tie the MDT to the community. Protocols must be developed with input from the MDT and should be designed to address specific system and stakeholder processes in the community that affect the way child abuse cases are handled. Protocols should reflect the MDT's understanding of and investment in the child abuse response that best serves the county. Your protocols are the handbook for the individuals in your community involved in child abuse intervention. As such, they should provide clear direction regarding each individual or agency's role in each of the above listed components of child abuse response.

Per ORS 418.747(2), in developing protocols MDTs shall develop written agreements signed by member agencies that specify the role of each agency, procedures to be followed to assess risks to the child, guidelines for timely communication between member agencies and guidelines for completion of responsibilities by member agencies.

Protocols should be distributed among/readily available to partner agencies involved in child abuse intervention in your community. Your MDT should have procedures to ensure that all involved individuals at partner agencies are familiar with your MDT protocols. MDT and community partner performance should be evaluated during MDT case reviews based on compliance with the protocols and appropriate feedback or training offered to MDT partner agencies to improve child abuse response as needed. MDTs must work with their community partners to ensure that child abuse responders and interviewers are trained properly and that untrained responders have access to the protocol and understand the protocol for referring cases to properly trained investigators as soon as possible.

MDTs should review their protocols regularly. If necessary, protocols should be updated. The CAMI program requires that protocols be reviewed at least every two years. To ensure statutory compliance, protocol review is necessary immediately upon any statutory or administrative rule change regarding child abuse intervention. Protocol review and revision should take into consideration results from the compliance evaluation. An MDT may ask when reviewing protocols: what do compliance evaluation results reveal about weaknesses in protocol? Is there conflict between agency directives or procedures and MDT protocols? How can such conflict be resolved to best respond to child abuse in the community? How can protocols be revised to improve

compliance? Is additional training on protocols needed? Does lack of compliance indicate that protocols are unclear or that they cannot be followed due to resource limitations or other issues?

Do not simply restate statute when creating protocol. Use statutory language to frame the protocol but fill the frame with local plans, instructions, resources and expectations.

Each protocol section should clearly show the date of most current review and revision. MDT members will verify approval for the protocols when signing the MDT Approval and Assurances page as part of the E-Grants application.

2. General Application Guidelines

The following instructions will guide the applicant in completing the 2015-2017 CAMI MDT Grant Application.

- A. Applications must be completed and submitted entirely through the CVSD E-Grants system. The Forms section is where the majority of the work for an application is completed. Certain documents will be uploaded using the E-Grants upload function. All forms must be complete with no error messages prior to the application being submitted.
Note: Having individual forms completed is not the same as "submitting" the application.
Applicants must be sure to change the status of their application to "Application Submitted" when all forms have been completed and all errors are corrected. Grant writers should save their work often to ensure that information is not lost during the grant writing process.
- B. E-Grants Agency and User Registration. All eligible agencies must register in the CVSD E-Grants system before they can begin an application. This process only needs to occur once; there is no need for multiple agency accounts within the CVSD E-Grants system. At first, only the "Authorized Official" can create a user account and gain access to the CVSD E-Grants system. Agencies eligible to submit this application must be registered and have started an application by March 2. Please see the CVSD E-Grants Applicant User Guide on Gaining Access to CVSD E-Grants to walk through the process.⁵
- C. CVSD E-Grants Organization and Member Information: Eligible agencies completing this application that are already registered in the CVSD E-Grants system must review the agency's contact and member profile information including deactivating staff no longer associated with the agency. This process should be done prior to beginning the Application and should be completed no later than March 2. Please see CVSD E-Grants Applicant User Guide, Chapter 5: Keeping Contact Information Current.
- D. Technical assistance regarding the CVSD E-Grants system can be obtained by:

⁵ The User Guide can be found at the following web address: <http://www.doi.state.or.us/victims/pages/egrants.aspx>.

1. Using the “**Show Help**”. As the applicant navigates and works in the system, selected pages contain a “**Show Help**” button near the top of the screen which provides detailed instructions or additional information specific to the page;
 2. Using the CVSD E-Grant Applicant User Guide;
 3. Contacting CAMI Program staff as listed on page i for assistance with the application contents; and
 4. Contacting the system Help Desk for system technical assistance, which is available: Monday – Friday 5am to 5pm, Pacific Standard Time, at 1-866-449-1425 or Email azhelpdesk@agatesoftware.com.
- E. Applications must be submitted electronically through the CVSD E-Grants system. **The application is due on March 23, 5:00 p.m., Pacific Standard Time**. The application will not be accessible after the above mentioned time. **It is important to note that once an application is submitted it will enter into a “read-only” status and cannot be changed. Late applications will not be accepted.** For information on *Submitting your Application* see the CVSD E-Grants Applicant User Guide.
- F. Most of the required information for this application can be found in the CVSD E-Grants system. However, organizations must upload certain documents as requested in the Upload section of this application. Please **DO NOT** attach any documents that have not been requested unless directed by DOJ CVSD.
- G. Before the Department of Justice will issue a new award, all outstanding grant reports must be completed.
- H. Applicants may be issued conditional awards and/or grant agreements with additional conditions.
- I. A “Fiscal Officer” is the person in the organization who is legally responsible for reporting on the financial activities of the organization. This person also makes sure that the fiscal records comply with Generally Accepted Accounting Principles (GAAP), CAMI guidelines and all other requirements as stated by DOJ CVSD.
- J. DOJ CVSD has the right to make or deny an award without talking to the applicant first.
- K. By submitting an application, an agency agrees to comply with all DOJ CVSD grant agreement requirements.
- L. The DOJ CVSD staff will respond to questions with respect to RFA clarifications and the CAMI MDT grant process. However, the DOJ CVSD staff cannot review and/or edit grant applications before they are submitted.
- A. **Key things to Remember When Completing this Application**
- After saving a form, if there are errors, DOJ CVSD E-Grants will provide messages at the top of the page directing the applicant to errors on a form. When you save before completing a

form, any incomplete but required information will appear as an error. Once you complete that section appropriately and resave the form, those particular errors will be resolved.

- The E-Grants system will not allow an application to be submitted with error messages on any form within the application.
- Required fields have an asterisk (*), however, depending on the application, other fields may need to be completed as well.
- Remember to click **“Save”** frequently to save the information you have entered. The system will not save information if you go to the next page without saving. **Click on “Save” every time you think of it.**
- An applicant may want to consider completing narrative sections in a word processing program and pasting it into the appropriate section. Because the text boxes have limited character counts, using the character counting tool in a word processing program when creating your response may be helpful. Please see the CVSD E-Grants Applicant User Guide: “Application form completion: Copy and Paste” for additional information on this topic.
- If the system is left idle it will time out. Should the system time out, any unsaved information will be lost.
- Remember to have a person, other than the writer of the grant, review the application.

Instructions for completing all forms in this application can be found by clicking on the SHOW HELP button on each page in the E-Grants system.

3. Grant Application Contents

A. Basic Statutory Requirements

ORS 418.746 states:

(5)(a) At least once a biennium the county multidisciplinary child abuse team shall submit to the Child Abuse Multidisciplinary Intervention Program a coordinated child abuse multidisciplinary intervention plan. The intervention plan must:

(A) Describe all sources of funding, other than moneys that may be allocated from the Child Abuse Multidisciplinary Intervention Account, including in-kind contributions that are available for the intervention plan;

(B) Describe the critical needs of victims of child abuse in the county, including but not limited to assessment, advocacy and treatment, and how the intervention plan addresses those needs in a comprehensive manner;

(C) Include the county’s written protocol and agreements required by ORS 418.747 (2) and 418.785; and

(D) Describe how the intervention plan gives priority to funding a community assessment center and how the funding supports the center.

The CAMI MDT Non-Competitive Grant Application is developed to meet these statutory requirements.

B. Training Requirements

Applicants shall certify that MDT members are trained according to statute. Grantees must maintain records of MDT member training that establishes how MDT members meet the statutory requirements. Training records will be reviewed during CAMI site visits and may be requested during semi-annual report periods.

ORS 418.747 requires that MDT members shall be specially trained in child abuse, child sexual abuse and rape of children investigations. Specifically, the statute states that each team member and those conducting child abuse investigations and interviews of child abuse victims must be trained in risk assessment, dynamics of child abuse, child sexual abuse and rape of children and legally sound and age appropriate interview and investigatory techniques.

ORS 418.747 further requires that all investigations of child abuse and interviews of children shall be carried out by appropriate personnel using the protocols and procedures called for in the statute. CAIC based interviewers must be trained, and others who conduct or may conduct interviews should be trained, according to the standards set forth in the Oregon Child Forensic Interviewer Training (OCFIT) based on the Oregon Interview Guidelines. Completion of OCFIT is a CAMI requirement for center based staff and may be required by a center of individuals who conduct interviews in that center.

Many individuals who are not Child Forensic Interviewers by profession have now completed the OCFIT training. This training provides a good foundation in Child Forensic Interviewing, and all child abuse first responders are strongly encouraged to attend. However, it is important to understand that completion of OCFIT does not confer on the individual any title, qualification or certification. The CAMI Program recognizes the advantages of child interviews conducted at a center by a qualified forensic interviewer employed by that center and encourages all child abuse first responders to utilize their local CAIC whenever possible. The CAMI Program encourages MDTs to promote this practice in their communities.

The CAMI program also requires that all MDT members listed on the CAMI MDT grant application complete the Karly's Law computer based training available at <http://www.childabuseintervention.org/karlysLaw/> prior to submission of the CAMI grant application.

By completing the certification section of the grant application, grantees affirm that the named members of the MDT and those conducting child abuse investigations and interviews of children are trained according to Oregon law and CAMI grant requirements, or grantee offers a plan to ensure training needs are addressed.

C. Racial and Ethnic Impact Statement

Oregon law requires that every grant applicant complete this form. It is not anticipated that CAMI funded programs would have disproportionate or unique impact on any minority group. However, applicants should complete the form based on their evaluation of the impact of their project.

4. Additional Grantee Requirements

A. Child Fatality Reviews

The MDT is required by ORS 418.785 to establish a child fatality review process. CAMI funds may be used to implement and maintain the mandated child fatality review process. The CAMI Program will obtain documentation from Oregon Health Authority regarding whether the required child fatality reviews have been completed and properly documented.

Completed fatality review forms should be submitted electronically. Information on the electronic forms can be found here:

<http://public.health.oregon.gov/PreventionWellness/SafeLiving/KeepingChildrenSafe/ChildFatalityReview/Pages/index.aspx>

If the MDT fails to submit required child fatality review documentation to OHA, the CAMI grant application will be considered incomplete and the MDT will not be fully eligible to receive CAMI Program grant funds.

B. Reporting

All grant reports must be submitted through CVSD E-Grants. The MDT is required to submit the following reports:

1. The semi-annual progress report. This report includes a variety of program data that requires input from the MDT for completion. The report captures MDT process and encounter data that will help CVSD monitor grant-funded activity. Reports must be submitted by the last day of the month following the close of the report period (January, for July-December; and July, for January-June).
2. The Quarterly Financial Report (QFR). The QFR captures CAMI grant expenditures for the preceding quarter. CVSD E-Grants requires expenditures to adhere to the budget and will prohibit expenses listed outside of the agreed-upon budget categories from the grant application.

5. Submission Information

CAMI MDT grant applications must be submitted electronically through the CVSD E-Grants system. For instructions on how to submit your application, please review the "Submitting your Application" section of the CVSD E-Grant Applicant User Guide.

THE APPLICATION IS DUE ON: March 23, 2015

BY 5:00 P.M., PACIFIC STANDARD TIME

IT IS IMPORTANT TO NOTE THAT ONCE AN APPLICATION IS SUBMITTED IT WILL ENTER INTO A "READ-ONLY" STATUS AND CANNOT BE CHANGED.

ADDITIONALLY, THE CAMI MDT E-GRANT APPLICATION WILL LOCK DOWN AT 5:00 P.M.

LATE APPLICATIONS WILL NOT BE ACCEPTED.

6. Application Review, Award Decisions and Reservation of Rights

A. Relevant Oregon Administrative Rules

137-082-0260

Method of Review/Role of Advisory Council

(1) Staff from the CVSD will review each county's application and each recommended public or private agency's application. A committee comprised of members of the Advisory Council on Child Abuse Assessment, and other members as may be appointed by the Department, will review and submit to the Department a recommendation regarding approval of each county's Plan the county's application for funding and each county's recommended public or private agency application for funding if any. The committee will determine if the application:

- (a) Meets the established eligibility requirements;
- (b) Responds to the county's needs as identified in their Plan for comprehensive services to the victims of child abuse;
- (c) Substantially furthers the goals and purposes of ORS 418.747, (418.780,) 418.790, and 418.792; and
- (d) Documents proper allocation of previous funds and the extent to which anticipated outcomes were achieved for children and families.

(2) The final responsibility for approval, conditional eligibility approval or denial shall rest with the Department.

(3) Formal notification of approval, conditional approval or denial will be given to counties and county recommended public or private agencies in a timely manner.

(4) The Department and Advisory Council may, at any time, conduct a site visit, and may review any records relating to the provision of services and expenditure of funds under this project. All information and records pertaining to individual families and children, reviewed by the Department or a designated body in the exercise of its duties related to the CAMI program, shall be maintained in accordance with the provisions of law, and the terms of applicable Grant Agreements. The information and records will be treated as confidential records by such parties, except to the extent that permission is provided by the affected parties, or as the law may otherwise require.

Stat. Auth.: OL 1993, Ch. 676 & OL 2001, Ch. 624

Stats. Implemented: ORS 418.746 - 418.794

Hist.: DOJ 5-2002, f. 7-31-02, cert. ef. 8-1-02; DOJ 2-2011, f. 3-30-11, cert. ef. 4-1-11

137-082-0270

Grievance Procedures

(1) Applicants have a right to a review of decisions regarding their conditional eligibility or denial of eligibility for CAMI funds.

(2) Each Applicant will be informed of the procedure for review, ("grievance procedure") at the time a decision is made regarding an Applicant's eligibility for CAMI funds.

(3) No Applicant will be subject to reprisal for seeking a review of a decision regarding conditional eligibility or denial of eligibility for CAMI funds.

(4) To invoke this grievance procedure, an Applicant must make a written request to the CAMI Account Administrator within 30 days after receiving notification of the conditional eligibility or denial.

(5) When the Department is notified that an Applicant has timely filed a grievance regarding conditional eligibility or denial of eligibility for CAMI funds, a meeting will be scheduled with the CAMI Account Administrator. This meeting will involve the applicant and other members of the county's MDT as the Applicant deems necessary to present its case. The CAMI Account Administrator and members of the Advisory Council may be present at this meeting. Every effort will be made to have this meeting occur within 2 weeks of receipt of the grievance.

(6) If the matter is not resolved through the grievance procedure, the applicant may request a review of the issue by the Director of the CVSD. The Applicant must make a written request to the Director of the CVSD within 30 days following notification of the results of meeting with the CAMI Account Coordinator.

(7) The Director of the CVSD shall respond in writing to the Applicant's request for review within 30 days. If this response does not resolve the matter the Applicant may request an administrative review by the State Attorney General. Request for such a review shall be made in writing to the State Attorney General and shall include a statement of the problem and the desired resolution. Written notice of intent to pursue administrative review by the Attorney General shall be provided to the Director of the CVSD before or concurrently with the written request that is submitted to the Attorney General. To be eligible for review by the Attorney General, this request must be made within 30 days of receipt of written notification of the decision of the Director of the CVSD. The decision of the State Attorney General is final.

Stat. Auth.: OL 1993, Ch. 676 & OL 2001, Ch. 624

Stats. Implemented: ORS 418.746 - 418.794

Hist.: DOJ 5-2002, f. 7-31-02, cert. ef. 8-1-02; DOJ 2-2011, f. 3-30-11, cert. ef. 4-1-11

137-082-0280

Reallocation of Funds Not Applied for or Used

(1) CAMI funds that were not allocated due to an Applicant's failure to request its CAMI funds, or an Applicant's failure to submit a complete application, or a satisfactory Plan or failure to enter into a Grant Agreement, may be distributed to other eligible counties as a supplemental award. These funds will be offered to eligible counties on a percentage basis according to the allocation formula set forth in OAR 137-082-0240(2). As provided therein and OAR 137-082-0280, CAMI funds may be distributed in a manner that is similar to the disbursement formula used to distribute the Criminal Fines and Assessment Public Safety Fund with regard to prosecutor based victim assistant programs.

(2) If an application is submitted but approval is denied, the funds will be held in the CAMI Account for that county for 12 months from the date of denial, during which time the Applicant may reapply. If the Applicant has not obtained at least conditional eligibility within the 12 month period, the funds will be distributed to other eligible counties. If the grievance procedure is underway during the 12 month period, the Applicant's funds will be held in reserve until the final decision of the Attorney General or 12 months from the date of the notification of the denial of funding, whichever is longer. Any Applicant holding funds which are the subject of an eligibility determination grievance procedure, or notice regarding appropriate use of funds, may not encumber, alienate or expend those funds unless and until the grievance procedure is concluded in favor of the Applicant. Applicants holding funds which are ultimately determined to be ineligible for use under Applicant's Plan must return any and all grant funds to the Department within the timeframe established by the Department.

(3) It is the intention of the Department to have minimal or no unobligated CAMI funds at the end of each biennium. Funds held in the CAMI Account in accordance with the above rules will be considered obligated funds until all grievances and eligibility issues have been resolved.

Stat. Auth.: OL 1993, Ch. 676 & OL 2001, Ch. 624

Stats. Implemented: ORS 418.746 - 418.794

Hist.: DOJ 5-2002, f. 7-31-02, cert. ef. 8-1-02; DOJ 2-2011, f. 3-30-11, cert. ef. 4-1-11

B. CAMI Review Process

CAMI Program staff, with the advice of the Advisory Council, will allocate moneys from the CAMI account to eligible MDTs. To determine eligibility, CAMI Program staff will review each application to determine whether the application:

- Complies with eligibility requirements
- Responds to the county's needs as identified in their coordinated child abuse intervention plan for comprehensive services to the victims of child abuse
- Substantially furthers the goals and purposes of ORS 418.747, 418.780, 418.790, and 418.792
- Reflects team participation in the development of the application
- Reflects local application of child abuse intervention efforts
- Sufficiently demonstrates that the use of CAMI Program grant funds benefits children who are alleged victims of abuse and their non-offending family members
- Indicates that the MDT has properly allocated previously awarded CAMI Program grant funds

Previously submitted reports will be reviewed to determine:

- How funds were used
- The objectives of the program
- The extent to which the program met anticipated outcomes, especially in terms of benefits to children and families

7. Reservation of Rights

DOJ CVSD reserves the right to:

- 1) Seek clarifications of each application, and/or award a grant contract without further discussion of the proposals submitted;
- 2) Reject any and all applications received by reason of this request, or to negotiate separately in any manner necessary to serve the best interest of the public;
- 3) Determine, with sole discretion, whether a proposal does or does not substantially comply with the requirements of this Application; and
- 4) Waive any minor irregularity, informality, or non-conformance with the provisions or procedures of this Application.

Quarterly payments are dispersed to MDTs following successful submission of required reports. Failure to submit reports within the specified time frame will result in withholding of funds

8. Availability and Disbursement of Funds

The amount awarded to each MDT cannot be determined until DOJ CVSD receives the final CFA allocation from the state. Typically, financial numbers at the state level are finalized in late summer. As a result, actual availability of funds may be delayed until final awards from the state are made. *MDT grant application budgets submitted in April and approved in June may need to be revised in September.* CAMI Program staff will work with MDT coordinators and provide as much information as possible to prepare for budget revisions when final figures are available. For budget-planning purposes, CVSD requests using last biennium's allocation amount for this grant application. Award amounts can be found in the 2013 grant agreement.

Upon review and approval of the MDT application and final budget, DOJ will issue grant award documents that provide for the transfer of funds from DOJ to a designated fiscal manager. This fiscal manager is an entity authorized to carry out the local fiscal/administrative function for the MDT's comprehensive plan. The two most common fiscal managers for MDT funding are counties, doing business by and through their District Attorney's offices, and Child Abuse Intervention Centers. Regardless of who is designated to administer the funds at the local level, the *MDT retains the authority for allocation and final accountability for implementation of the CAMI funded portion of the intervention plan.*

9. Carryover

Pursuant to OAR 137-082-0220, CVSD will address carry over funding issues situationally. Rule states: (5) If a county does not expend all of its allocated funds for year one of the grant period, it must explain why the funds were not expended and how they will be incorporated into the second year's Plan, in order to maintain the county's eligibility. If sufficient explanation is provided, the carry-over funds may become part of that year's expenditure plan; (6) Pursuant to subsection (5) the Department may at its discretion permit a grantee to retain unexpended funds provided to grantee under a contractual agreement entered into pursuant to OAR 137-082-0200 et seq. Such retention of funds must be implemented through a subsequent contractual agreement with the grantee. (7) If a significant carry-over of funds continues for more than one year, the county will be asked to reevaluate its Plan and make necessary adjustments to utilize the funds. If there continues to be significant carry-over of funds without reasonable plans approved by the CAMI Administrator for their use, the county's allocation for future funding may be reduced by the amount of excess funds or carryover may be applied to the county's next year's allocation if approved by the Department.

With the 2015-2017 grant, DOJ CVSD's policy generally will be to disallow carryover. MDTs with unspent 2013-2015 funds should expect to have their 2015-2017 payments decreased by the amount of carryover. Specific situations of need may be addressed with the CAMI coordinator.

10. Review of Award Decisions

A. Informal Review

Applicants may request informal feedback and technical assistance regarding their grant application any time after receiving notification of the award decision. Contact the CAMI Fund Coordinator for additional information regarding this process.

B. Formal Review

- 1) An applicant has a right to a review of the award decision with regard to its application.
- 2) Each applicant will be informed of this review procedure at the time a decision is made regarding its application.
- 3) No applicant will be subject to reprisal for seeking a review of an award decision.
- 4) An applicant may request a review by making a written request to the CAMI Fund Coordinator within 30 days after receiving notification of the award decision.
- 5) When the Department is notified that an applicant has requested a review, a meeting will be scheduled for the applicant to meet with The CAMI Fund Coordinator and up to 5 members of the Advisory Committee. Every effort will be made to have this meeting occur within 30 days of the receipt of the request. The Fund Coordinator will notify applicant of the result of the meeting within 5 days after the meeting has been held.
- 6) If the matter is not resolved through the above-described procedure, the applicant can request a review of the issue by the Attorney General or her designee. The applicant should make a written request for such a review to the Director of the Crime Victims' Services Division within 30 days following notification of the results of the meeting described in the preceding paragraph.
- 7) The decision of the Attorney General or her designee is final.

11. Required Monitoring and Reporting

A. Grant Monitoring

DOJ CVSD will monitor each grantee receiving CAMI funding. The objective of monitoring is to assure that the grantee is: a) providing services as described in this RFA; b) spending grant funds as agreed; c) working towards funding objectives; and d) following appropriate fiscal procedures. Monitoring includes telephone and on-site visits intended to provide technical assistance and support program development. During desk reviews and on-site visits, DOJ CVSD staff will review all financial records and other supporting documentation for costs and expenditures related to DOJ CVSD administered grants.

B. Award conditions

1. Conditional Awards

All grant awards are made conditional upon the timely completion of grant award documents. Funds are not considered obligated and will not be transferred until all required grant award documents have been signed by an applicant and by the Department designee. If grant award documents are not completed by an applicant within three months of the notice to the applicant of the intended award, DOJ CVSD may withdraw the award and has the authority to reallocate the funds that were conditionally awarded to the applicant.

2. Additional Grant Agreement Conditions

All grant agreements issued by DOJ CVSD include conditions that must be satisfied by both parties to the agreement. In addition, DOJ CVSD may include additional conditions when circumstances exist that require a further showing of applicant's ability to successfully manage an award. Examples of such additional conditions include, but are not limited to a requirement of more frequent reporting to assure timeliness and accuracy, or additional reports to document that grantee is successfully addressing an area of concern. When additional conditions are included in a grant agreement, grantee's failure to satisfy those conditions shall be governed by the default and termination provisions included in the agreement.

C. Reporting Requirements

In addition to the conditions specified in the preceding section ("Award Conditions") and as a condition of receiving a CAMI grant, recipients must adhere to the financial guidelines set forth in the fund specific DOJ CVSD Grant Agreement.

All DOJ CVSD grant agreements provide that grantees who fail to meet any of the reporting requirements included in this section (financial, narrative and/or statistical) shall be considered to be in default under the agreement. In such a case, DOJ CVSD has the right to end the grant. DOJ CVSD may also reduce the award proportionately to the period for which reports were not

submitted in a timely manner. Please see Section 6 (“Termination and Default”) of the DOJ Grant Agreement for additional information.

Reporting for this application will be done completely through the CVSD E-Grants system either in a Financial Report or a Progress Report. See the reporting schedule at the end of this section. Details and training on reporting within the CVSD E-Grants system will be provided by DOJ CVSD staff.

1. Table of Report Dates

All reports will be submitted electronically through the DOJ CVSD E-Grants system according to the following schedule:

Reporting Period	Quarterly Financial & Outcome Measure Progress Reports Due	Semi Annual Statistics & Narrative Progress Reports Due
July 1 – December 31	NA	January 31
July 1 – September 30	October 31	NA
October 1 – December 31	January 31	NA
January 1 – June 30	NA	July 20
January 1 – March 31	April 30	April 30
April 1 – June 30	July 20	NA

Forms, Exhibits, and Other Information

Planning for a Coordinated Multidisciplinary Approach to Child Abuse Intervention

A. Time of Referral

1. Coordination between District Attorney, law enforcement and DHS Child Protective Services occurs to ensure appropriate response.
2. Cross reporting occurs in a timely fashion as per county protocol.
3. Third party reporting occurs in a timely fashion as per county protocol.

B. Investigation & Assessment

1. There is appropriate coordination between agencies.
2. Team members involved in the investigation or assessments are well trained and experienced.
3. Interviewing:
 - a. Provided in a child friendly facility/environment.
 - b. Provided by a trained interviewer.
 - c. Focused on the needs of the individual child and family.
 - d. Appropriate for the child's age and developmental level.
 - e. Addresses accessibility needs of the child or family such as disability, language, and cultural ethnicity.
4. A medical evaluation is available to all children who are alleged victims of abuse (unless determined inappropriate through MDT case staffing) by a medical provider that is recognized by the MDT as appropriately trained to provide this service.
5. Up-to-date technology is available for MDT members:
 - a. Video or audio taping interviews, photo equipment for bruises or other injuries;
 - b. Medical, equipment, supplies, and access to telemedicine network.
 - c. Hardware or software for data tracking of MDT/CAMI outcomes or other data related to the child abuse intervention plan.

C. Coordinated follow-up services for child, supporting caretaker and other family

1. Referrals are made to appropriate community resources and some mechanism is in place to determine follow through by MDT or by the family.
2. Crisis intervention services are readily accessible and provided.
3. Counseling services referrals are provided for child and family.
4. Crime Victims' Assistance, including Crime Victims' Compensation Application referral, Child Welfare Services for on-going services, Community Safety Net, and domestic violence services referrals.

D. Judicial Intervention

1. Child safety plan is established and ensured through the court process – if court intervention is appropriate.
2. Coordination between criminal and juvenile courts occurs in a manner beneficial to the child and family.
3. Expert witness testimony is provided when necessary.

Assurance and Certification

The CAMI program grant funds will not be used as replacement revenue in accordance with ORS 418.746(2).

Chair of Multidisciplinary Team:

Signature Date

Agency

Assurance

Our county MDT has been holding, and will continue to hold, meetings for the review, classification and assessment of child abuse cases under investigation by our MDT member agencies (ORS 418.747(1)-(8)).

Chair of Multidisciplinary Team:

Signature Date

Certification of MDT Meeting Schedule

County Name: _____ Scheduled Meeting Date: _____

Additional Meeting Date: _____ Additional Meeting Date: _____

Assurance

Our child fatality reviews have been and will continue to be conducted as needed (ORS 418.785).

Chair of Multidisciplinary Team:

Signature Date

Submit this form with the application
(Sign, scan, save, upload through CVSD E-Grants)

Exhibit A

Grant Award

The Grant moneys are awarded solely for activities and projects falling within the following Service Areas:

1. **Assessment Services** means medical assessment of, intervention services to, or psycho-social assessments of children in Oregon suspected of being victims of abuse or neglect. For purposes of this description, the phrases medical assessment, intervention service and psycho-social assessment have the following meanings:

Medical Assessment means an assessment by or under the direction of a physician who is licensed to practice medicine in Oregon and trained in the evaluation, diagnosis and treatment of child abuse and includes, but is not limited to, the taking of a thorough medical history, a complete physical examination, an interview for the purpose of making a medical diagnosis, a determination of whether or not the child has been abused or neglected, and identification of appropriate treatment or referral for follow-up for the child.

Intervention Service means a service provided by criminal justice or child protective services staff to intervene effectively in a case of suspected child abuse.

Psycho-Social Assessment means an evaluation of the child and his or her family to determine the need for services to reduce the adverse reaction to victimization and the availability of resources to meet those needs.

2. **Advocacy Services** means services that reduce additional trauma to children (and their families) in Oregon suspected of being victims of abuse or neglect or that support the identification and development of therapeutic services to such children (and their families). Advocacy services include, but are not limited to, protective services, intervention advocacy, prevention advocacy and professional training and education, all as described below:

Protective Services means activities that are required to protect the child, prevent future abuse, and support the healing process associated with the abuse or neglect related trauma.

Intervention Advocacy means activities identified at the local or state level to provide more effective intervention for victims of child abuse or neglect.

Prevention Advocacy means activities associated with local and state fatality review processes or subsequent prevention strategies designed to reduce child abuse, neglect or fatalities.

Professional Training and Education means support for professional training and education or for educational resources such as a clearing house, speakers' bureau, or library, for professionals involved in child abuse and neglect intervention.

3. **Treatment Services** means information, referral and treatment for child abuse or neglect victims and their families. For purposes of this description, the words information, referral and treatment have the following meanings:

Information means providing information regarding treatment resources.

Referral means providing referrals for therapeutic services.

Treatment means providing and coordinating therapeutic treatment intervention.

CAMI MDT 15-17 Show Help

This is the same information that you will find if you select "Show Help" as you are working in a form in E-Grants.

Non-Competitive Application Menu

Document Information

This area contains information such as the document name, your role, the current status and the date that the document is due. You may also scroll your mouse over the info icon to get a description of the task that currently needs to be performed on the document before it can be moved to the next possible status.

View, Edit and Complete Forms

This area contains information such as the document name, your role, the current status and the date that the document is due. You may also scroll your mouse over the info icon to get a description of the task that currently needs to be performed on the document before it can be moved to the next possible status.

Change the Status

Often when tasks have been completed within a document by a user, it is that user's responsibility to move or push the document to another status so a new user can perform tasks. This area will contain a list and a description of each next possible status for the user to choose from. Users must manually change the status of a form/document under the Change the Status section after completion, revisions or approval.

Access Management Tools

The system contains powerful tools that allow both administrative and external end users the ability to manage documents. The tool set featured on this page will vary by user. Please refer to the help on each page for more detailed instructions.

Examine Related Items

There will often be times in the system where different documents will share information. An example of this might be a grant sharing information with progress reports or reimbursement claims. This parent (grant) to child (progress reports/claims/reimbursements) relationship makes those documents related items. Other related information can be system messages and reports related to this document. All related information can be found on this page.

A. Cover Page

1. **Applicant Information.** Note: "Applicant" refers to the agency applying to manage the grant for the local MDT.
 - a. **Will auto populate from the information entered in "My Organization."**
 - b. **Physical address of the applicant:** Enter the physical address of the applicant. If this location is confidential, indicate so and leave the space blank.
 - c. **Will auto populate from the information entered in "My Organization."**
 - d. **Will auto populate from the information entered in "My Organization."**
 - e. **Website Address:** Enter the website address of the applicant, if applicable; otherwise, leave blank.
2. **Contact Information.**
 - a. Applicant Contact person. Select a name from the drop down menu. **BE SURE TO ENTER KEY MDT MEMBERS TO YOUR ORGANIZATION SO YOU CAN ADD THEM IN TO THE APPLICATION COVER SHEET.**
 - b. **Will auto populate from the information entered in "My Organization."**
 - c. MDT Chairperson. Select a name from the drop down menu.

- d. **Will auto populate from the information entered in "My Organization."**
 - e. MDT Coordinator. Select a name from the drop down menu.
 - f. **Will auto populate from the information entered in "My Organization."**
3. **Type of Applicant.** Refers to the agency applying to manage the grant for the MDT. Select the type of applicant organization. If "Other", please describe.

B. Board Roster

ONLY applicants who are Non-Profits, such as Child Abuse Intervention Centers, must submit a Board Roster. The Board Roster cannot be edited from this page. To edit/update the Board Roster, select " My Organization(s)" at the top of the page, find your organization and then select " Organization Details" to access the Board Roster. Applicants who are Non-Profits should go to this page in E-Grants, review the Board Roster and make any necessary changes.

After completing your organization's Board Roster, please check the box to certify that the roster is complete and accurate.

If applicant is a unit of local government or otherwise not a non-profit, check the "Not Applicable" box. CVSD E-Grants requires that one of the boxes to be checked.

C. MDT and Child Fatality Review Teams – Required Roles

ORS 418.747 indicates eight required roles for inclusion on the MDT: the application cannot be submitted without completing the required membership section. In situations where you have more than one person in a role, such as having multiple law enforcement officers on the MDT, enter one law enforcement officer in Form C and add the other law enforcement officers to Form D – Additional Members.

1. **Role. Is auto populated based on statutory requirements**
 - a. **Name.** Enter the full name of individual.
 - b. **Agency.** Enter the agency of the individual.
 - c. **Address.** Enter the address of the individual.
 - d. **City.** Enter the city of the individual.
 - e. **State.** Select the state from the drop down menu provided.
 - f. **Zip.** Enter the zip code of the individual.
 - g. **Phone.** Enter the phone number of the individual.
 - h. **Email.** Enter the email of the individual.
 - i. **Fax.** Enter the fax number of the individual.
 - j. Indicate if the individual is also a member of the Fatality Review Team by selecting "yes" or "no".
 - k. ORS 418.747 requires that each MDT Team member and the personnel conducting child abuse investigations and interviews of child abuse victims be trained in risk assessment, dynamics of child abuse, child sexual abuse and rape of children and legally sound and age appropriate interview and investigatory techniques. If you have questions regarding what training might satisfy this requirement, please contact the CAMI Fund Coordinator.
 - l. Each MDT Team member must have completed Karly's Law training prior to submission of this grant application. The training can be found here:
<http://www.childabuseintervention.org/karlysaw/>

"MDT Team Member" means any person listed as a member of the MDT on this application. MDTs should make every effort to ensure that all first responders, community stakeholders and any other community members working in the field have completed this training.

D. MDT and Child Fatality Review Teams – Additional Members

Use this form to document additional members of the MDT and Child Fatality Review Team.

1. **Contact Information.**
 - a. **Name.** Enter the full name of individual.
 - b. **Agency.** Enter the agency of the individual.
 - c. **Address.** Enter the address of the individual.

- d. **City.** Enter the city of the individual.
 - e. **State.** Select the state from the drop down menu provided.
 - f. **Zip.** Enter the zip code of the individual.
 - g. **Phone.** Enter the phone number of the individual.
 - h. **Email.** Enter the email of the individual.
 - i. **Fax.** Enter the fax number of the individual.
 - j. Indicate if the individual is also a member of the Fatality Review Team by selecting "yes" or "no".
 - k. ORS 418.747 requires that each MDT Team member and the personnel conducting child abuse investigations and interviews of child abuse victims be trained in risk assessment, dynamics of child abuse, child sexual abuse and rape of children and legally sound and age appropriate interview and investigatory techniques. If you have questions regarding what training might satisfy this requirement, please contact the CAMI Fund Coordinator.
 - l. Each MDT Team member must have completed Karly's Law training prior to submission of this grant application. The training can be found here:
<http://www.childabuseintervention.org/kartyslaw/>
2. **Membership.** Indicate if the individual is a member of the MDT, Fatality Review team, or both, by placing a checkmark in the appropriate box(es).

E. MDT Member Training

Use this section to verify that MDT members and local child abuse intervention professionals are trained in child abuse response.

F. CAMI Grant Manager/Program Supplemental Funding (Non-CAMI Funds Only)

This section refers to other sources of funding received by the **applicant organization**. The next section (G.) refers to other MDT funding.

1. **Fiscal Year for the Organization.** Enter the applicant organization's fiscal year (FY) in MM/DD/YYYY format. State FY begins July 1. Federal FY begins October 1.
2. **Federal Funds.** Enter the Source, Current FY Revenue and Projected FY Revenue for all federal funds received by the applicant organization.
3. **State Funds.** Enter the Source, Current FY Revenue and Projected FY Revenue for all state funds received by the applicant organization.
4. **Local Government Funds.** Enter the Source, Current FY Revenue and Projected FY Revenue for all local government funds received by the applicant organization.
5. **Other Funds.** Enter the Source, Current FY Revenue and Projected FY Revenue for all other funds received by the applicant organization.

G. Multidisciplinary Team Contributions to CAMI Budget (Matching Funds)

Use this section to estimate MDT community partner contributions to the local child abuse intervention plan. Include direct cash contributions, other grants, and staff time dedicated to MDT activities including MDT Meetings, protocol development, program evaluations, etc. Partner time spent directly on child abuse intervention as a function of a partner's job should not be included here. For example, do not include law enforcement officer time spent on a specific investigation as that is a direct function of that officer's job

H. Intervention Plan

Respond to each question thoroughly and completely. Use these questions as guidelines to help tell your story – the story of child abuse and child abuse intervention in your county. Please be aware of the character limit in this section. Narrative is restricted to 8000 characters. Spaces count as characters. You can work on your answers in a Word document and then paste your responses into CVSD E-Grants, however, you will lose formatting in the process. E-Grants only recognizes straight text formatting – no bullets, font changes, or other unique formatting elements.

The Implementation Plan should outline the county's experience with child abuse and child abuse intervention, and describe how the MDT uses CAMI grant funds to address child abuse issues in the county. The Implementation Plan ties

the CAMI Program and the MDT together in a coordinated effort to remain statutorily compliant while addressing local child abuse efforts comprehensively.

In developing the Implementation Plan, review the *Planning for a Coordinated Multidisciplinary Approach to Child Abuse* in the appendix of the RFA to ensure yours is a comprehensive plan that is tailored specifically to the county [ORS 418.746 (5)].

Note: Designated Medical Professional or Designated Medical Provider (DMP) is defined by ORS 418.747(9) as: a physician, physician assistant, or nurse practitioner who has been trained to conduct child abuse medical assessments, as defined in ORS 418.782, and who is, or who may designate another physician, physician assistant, or nurse practitioner who is regularly available to conduct the medical assessment described in ORS 419B.023 (Karly's Law).

The medical assessment described in ORS 419B.023 is defined as: conducted by the DMP within 48 hours [of the time of first response/contact] or sooner if dictated by the child's medical needs. If after reasonable efforts a DMP is not available to conduct a medical assessment within 48 hours, the child shall be evaluated by an available physician. If the child is evaluated by a medical provider other than the DMP, that medical professional shall make any relevant material available to the DMP within 72 hours of the evaluation.

ORS 418.82(2) defines "child abuse medical assessment" as: an assessment by or under the direction of a licensed physician or other licensed health care professional trained in the evaluation, diagnosis, and treatment of child abuse. "Child abuse medical assessment" includes the taking of a thorough medical history, a complete physical examination and interview for the purpose of making a medical diagnosis, determining whether or not the child has been abused and identifying the appropriate treatment or referral for follow-up for the child.

I. Project Specific Goals, Objectives, Activities and Performance Measures

Over the two year grant period, each grantee must have at least one goal and objective by which to measure their performance. Goals and Objectives should be tied directly to the budget; **they should reflect the Implementation Plan and relate to what is being funded with CAMI Program grant funds.** The objectives should specify key areas of need that the applicant described in the Implementation Plan, including the use of CAMI Program grant funds to address these needs. Goal statements should be directly supported by related objectives that are Specific, Measurable, Achievable, Realistic, and Time-framed (S.M.A.R.T.). Several excellent tutorials on how to write goals and S.M.A.R.T. objectives are available on the internet and YouTube. Suggested links include:

- <http://www.cdc.gov/healthyouth/evaluation/pdf/brief3b.pdf>
- <http://www.iom.edu/About-IOM/Making-a-Difference/Community-Outreach/-/media/Files/About%20the%20IOM/SmartBites/Planning/P1%20SMART%20Objectives.aspx>
- <http://www.youtube.com/watch?v=MAhs-m6cNzY>

Applicants are highly encouraged to use these tools to help them develop goals, objectives and logic models that will be meaningful and useful tools to guide and measure their activities over the grant cycle rather than merely exercises to complete during the grant application.

Example:

- Goal: Increase the safety and well-being of children in the community who are victims of child abuse by increasing access to medical assessment and forensic interview services
- Objective: During the two year grant cycle, OCFIT trained Forensic Interviewers will conduct interviews for a total of X children suspected of being victims of abuse.

Describe the proposed intervention plan through a detailed logic model that clearly depicts the inputs and activities of the MDT and the intended outputs and outcomes. These should be designed so that CVSD and the Grantee can identify and monitor progress in the development and implementation of the project, as well as to measure program outcomes. Measures of program outcomes should be tied to the goals. Examples of Outcomes include:

- Changes in how Child Welfare, Law Enforcement, Medical or District Attorneys process cases;
- Changes in local practice regarding child abuse identification and response;

- New policies and protocols adopted to institutionalize improved services, tools and practice.

Several tutorials on how to develop logic models are available on the internet and YouTube. Suggested links include:

- <http://nancyknowsgrants.com/kb/how-to/logic-models/>
- <http://www.youtube.com/watch?v=Np1SuN3Wuj0>
- <http://www.wkcf.org/knowledge-center/resources/2006/02/wk-kellogg-foundation-logic-model-development-guide.aspx>

The applicant is responsible for determining an appropriate number for the output. This number should be determined based on what the MDT deems reasonable in light of past performance, knowledge of the unique challenges of the county and the resources available to address child abuse intervention.

Please review the following definitions before completing the goal section:

1. **Goal:** A general, global statement about a desired achievement.
2. **Objective:** A statement that specifies what must be done to achieve the change (increase, decrease, enhancement, improvement or other change) needed to attain the goal.
3. **Activities:** Specific processes or plans of action that will be implemented to meet the objective. Activities should break down objectives into actual events or functions that the MDT will complete to achieve the goal.
4. **Outputs:** The products or services produced; processes deliver outputs. Target Outputs are the specific results of activities,
5. **Outcomes:** The effects and changes that are a result of the output. An outcome is a level of performance or achievement. It may be associated with the process or the output. Outcomes reflect the impact that the outputs have on the MDT, the IP, or the community

Multiple goals may be added by clicking on the "ADD" button at the top of the page.

J. Community Collaboration: Memorandum of Understanding and Subcontracting

This section will help guide you through Memorandum of Understanding (MOU) or Subcontract development.

1. Memorandum of Understanding

If you are proposing to collaborate with a community partner(s) through an MOU:

- Upload the completed MOU. If you do not yet have a signed copy, upload an unsigned MOU. A signed copy of the MOU will be required prior to the execution of grant award documents.
- If an agency is proposing a collaboration with a Tribal Nation please consult with the Tribe to determine if a Tribal Resolution or an MOU is the appropriate documentation to demonstrate collaboration. This documentation is what should be uploaded.
- If you are proposing more than one Memorandum of Understanding, click on the "Add" button at the top of the form to provide information about additional MOUs or subcontracts. Please see the "Application Form Completion: Form Completion" section of the CVSD E-Grants Applicant User Guide for more information on how to do this.

2. Subcontract

If you are proposing to subcontract any of these funds to an individual or organization:

- Respond to questions 2a - d for the first subcontractor;
- Upload the completed subcontract form in 2e. If you do not yet have a signed copy, upload an unsigned subcontract. A signed copy of the subcontract will be required prior to the execution of grant award documents.
- If you are proposing more than one subcontract, click on the "Add" button at the top of the form to provide information about additional MOU's or subcontracts. Please see the "Application Form Completion: Form Completion" section of the CVSD E-Grants Applicant User Guide for more information on how to do this.
- If you include any budget on form M (1) Contractual Services-you must upload a corresponding contract here.

K. Attachments to Upload

This section relates to the required attachments to be uploaded by every applicant. The grant application will be incomplete if the documents listed below are not attached through Section K of CVSD E-Grants.

To attach a file in CVSD E-Grants, click the BROWSE button next to the line on which you are working. This will open a file window. Find the file you want to attach, click on it, and then click the OPEN button. Your file will appear in the corresponding box.

If you have to scan a document and save it to your computer, be sure you know where your file goes once scanned, and then where you save it to access it for the application, if you save it someplace other than the "scanned folder."

You are advised to create a folder on your computer or network where all your grant files are saved. When you are ready to attach a file, all of your files will be in one place.

1. **Multidisciplinary Team Approval and Assurances.** CVSD E-Grants will generate this form as a PDF document based on the MDT members listed on Form C. Print the form for the MDT chairperson and members to sign. Include signatures of all statutorily mandated members. Scan the form, save as a PDF, and attach to the application here. Please upload only **one version** of this form, with all signatures included.
2. **Certified Assurances** Use the form included in the application. Complete the form entirely, scan and save as a PDF, and upload it here.
3. **Sample MDT Attendance Sheet** Scan a blank copy of a sample attendance sheet with the confidentiality statement included, save as a PDF, and attach to the application here.
4. **MDT Protocols.** The CAMI Grant requires that MDT Child Abuse Intervention Protocols be divided into five specific components. Each component will be a separate file to upload to the application. Investigation Protocol; Karly's Law Protocol; Drug Endangered Children Protocol; Child Fatality Review Protocol; Compliance Protocol.
5. **Job Description(s) for CAMI MDT Grant Funded Staff.** Scan a job description for all personnel who are paid in full or in part with CAMI Program grant funds, save as a PDF, and attach it to the application here. If there are no CAMI funded positions, check "Not Applicable".
6. **Racial and Ethnic Impact Statement** Oregon law requires that every grant applicant complete this form. It is not anticipated that CAMI funded programs would have disproportionate or unique impact on any minority group. However, applicants should complete the form based on their evaluation of the impact of their project.

L. Personnel

Applicants completing this form should keep the following in mind:

A separate personnel page should be created for each grant funded staff.

Costs captured in the CVSD E-Grant system under Personnel Expenses includes employer portion of FICA, worker's compensation, unemployment and health insurance, short/long term disability, and retirement, etc.

Provide calculation details in the narrative box as appropriate.

Ensure that the information entered on the form matches with the position name(s) and FTE(s) shown on the **Staff Roster**.

When providing details, please be clear and concise.

1. **Staff Name:** For each position being requested, list the name of the employee. If the position is not filled, enter **Vacant**.
2. **Position Title:** For each position being requested, provide the title.
3. **Salary funded by this grant:** List the total Year 1 and Year 2 salary for the position to be funded by this grant.
4. **Total annual salary for full-time equivalent (1 FTE):** List the total Year 1 and Year 2 annual salary for this position funded at a full time equivalency (1 FTE). Even if the position is part-time, list the cost for 1 FTE.

In the textbox, provide a formula/calculation clearly explaining the salary to be funded. For example:

Year 1: Annual Salary \$29,640 /12mth (\$14.25 per hr x 2080)

Year 2: Annual Salary \$29,640 + 2.5% cola raise /12mth = \$30,381(\$14.66 per hr x 2080)

5. **Personnel Expenses funded by this grant:** Indicate the Year 1 and Year 2 amount your agency is requesting for personnel expenses (benefits) to be funded by this grant.

6. **Total annual personnel expenses for full-time equivalent:** List the total Year 1 and Year 2 annual personnel expenses for this position funded at a full time equivalency (1 FTE). Even if the position is part-time, list the cost for 1 FTE.

In the textbox, provide a formula/calculation in addition to clearly explaining the personnel expenses to be funded. For example:

Year 1: 30% personnel benefits (health and life insurance, retirement, workers comp). calculated from total salary for 1 year (\$29,640 x 0.3 = \$8,892)

Year 2: 30% personnel benefits (health and life insurance, retirement, workers comp). calculated from total salary for 1 year (Year 2: \$30,381 x 0.3 = \$9,114).

7. **FTE funded by this grant:** This number will automatically calculate when you complete fields 1-6 above and select "save." Please review this number to be sure it matches what you intend to budget for the position.

8. **Please indicate which CAMI Service Area(s) this staff will address. Refer to the RFA for definitions of each service area.**

Assessment
Advocacy
Treatment
Other

Definitions for each service area can be found in the RFA. To be eligible for CAMI Program funding, each position must address at least one service area.

9. **What activities will this person perform with the FTE funded by CAMI during the grant period?** Please describe the activities/job duties here. The activities should fit within the service areas indicated in question 8 above. These activities should be related to the intervention plan and program goals.

M. Services & Supplies

Applicants completing this section of the budget form should keep the following in mind:

- Expenditures in this section should support and enhance direct services and show they are consistent with the project activities;
- Describe how the costs were determined by showing the basis for computation;
- Expenditures are allowable costs under the grant funds that are being requested; and
- The budget narrative clearly explains the benefits of each grant funded expense to the project.

1. **Contracted Services:**

List consultants or independent contractors who will provide services under the grant. List each consultant or type of service and show the basis for computation to show the total contract amount.

Note: If you are requesting funds in this line item, you are required to submit a copy of the subcontract on **Form J: Community Collaboration: Memorandum of Understanding and Subcontracting**.

2. **Travel:**

Applicants completing this section should keep the following in mind:

In-State Travel: Include travel expenses of staff by purpose (e.g. to attend training in Bend, local travel to transport clients, to attend conferences, etc). Show mileage, lodging and meals separately. Registration fees should be included under Training;

Out of State Travel: Out of state travel is allowable but must be well justified and pre-approved by DOJ CVSD

Benefits of this travel to the Project: Itemize the costs (show calculations) being requested in this grant application for the travel and explain how this travel benefits the project.

8. **Training:**

Complete the table by providing the training title, itemized expenses, dates, attendees and total costs. Government per diem rates are accessible by clicking on the link included on the form.

Example:

Training – National Child Abuse Intervention Conference, 2013 in Portland, 2014 in Santa Fe NM. Registration fee @ \$500.00/person. See travel costs in Travel section.

Approximate Date – 8/24/2013, 8/26/2014

Number of Attendees – 2 in 2013 and 2 different staff in 2014

Approximate Cost – \$1000.00 in 2013 and \$1000.00 in 2014

9. **Equipment** – The applicant may propose to use money for equipment that is needed for MDT business and directly related to child abuse intervention. If the equipment is used for purposes other than child abuse intervention, then the cost of the equipment must be shared.

N. Other Costs

Applicants completing this section should keep the following in mind:

- Expenditures in this section should support and enhance direct services and show they are consistent with the project activities;
- Describe how the costs were determined by showing the basis for computation;
- Expenditures are allowable costs under the grant funds that are being requested; and
- The budget narrative should clearly explain the benefits of each grant funded expense to the project.

O. Budget Summary

Click "Save" on this form to have it pull data from forms L, M, & N. The form will also calculate all totals when you click "Save". If any changes are needed, you will need to return to form L, M, or N as appropriate make the necessary adjustments and then return to this page.

When you have completed all forms, remember to "Submit" your application.



9

OFFICE OF THE COUNTY ADMINISTRATOR

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

February 19, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order Adopting a resolution in the matter of participation in
funding activities Oregon Office for Community Dispute Resolution

Purpose/Outcome	The purpose of this Board Order is to formally approve the County's participation in the Community Dispute Resolution program through the Oregon Office for Community Dispute Resolution.
Dollar Amount and Fiscal Impact	Clackamas County is projected to receive approximately \$93,469 in grant funding.
Funding Source	The State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon for the University of Oregon School of Law. No County General fund is required.
Safety Impact	Community Dispute Resolution is an important tool in resolving disputes – such as neighbor to neighbor conflicts – to reduce the likelihood of escalating issues to a level that could potentially involve law enforcement intervention.
Duration	July 1, 2015 to June 30, 2017
Previous Board Action/Review	The Clackamas County Board of Commissioners has opted to participate in this program since its inception. The Community Dispute Resolution program has received funding since 1992.
Contact Person	Nancy Newton, Deputy County Administrator – (503) 742-5918
Contract No.	n/a at this time

BACKGROUND:

The Oregon Legislature created the Oregon Dispute Resolution Commission in the early 1990s with the intent to promote alternative dispute resolution through the Community Dispute Resolution Program (CDRP) rather than the use of litigation to resolve conflicts. A role was created for County Commissioners, if they chose to participate, in the selection of service providers to receive grant funds. The Clackamas County Board of Commissioners has opted to participate in this program since its inception.

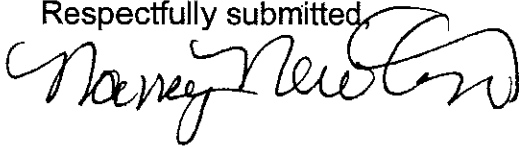
The Oregon Legislature has charged the State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon for the University of Oregon, School of Law, to act as Grantor for the CDRP with the responsibility to foster the development of community mediation programs by making grant monies available to participating counties. The funding for these grants will be allocated as provided for in OAR 571-100. Contracts for the provision of services are made directly between the selected service providers and the Oregon Office for Community Dispute Resolution.

Assuming that funding for 2015 – 2017 is reauthorized by the 2015 Legislature at the same level as the prior biennium, Clackamas County is projected to receive approximately \$93,469 in grant funding for the period July 1, 2015 to June 30, 2017. As in prior years, the County's obligation is to solicit Requests for Applications (RFAs) and select service providers. The Oregon Office for Community Dispute Resolution is responsible for determining the eligibility of the selected providers, entering into the contracts, reviewing the providers' quarterly reports and disbursing funds.

RECOMMENDATION:

Staff respectfully recommends approval of a resolution stating the County's intent to participate in the selection and expenditure of funds for dispute resolution programs within Clackamas County as an entity capable of and willing to provide dispute resolution services in accordance with Oregon Administrative Rule Chapter 571, Division 100.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nancy Newton". The signature is written in a cursive, flowing style.

Nancy Newton
Deputy County Administrator

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

In the Matter of Participation
In Funding Activities of the
Oregon Office for Community
Dispute Resolution



Order No.

This matter coming regularly before the Board of County Commissioners, and it appearing that the settlement of disputes by mediation is supported by this Board; and

It further appearing that the Oregon Legislature has charged the State of Oregon acting by and through the State Board of Higher Education on behalf of the University of Oregon for the University of Oregon School of Law (Grantor) with the responsibility to foster the development of community mediation programs by making grant monies available to participating Counties; and

It further appearing that any County wishing to participate in the selection and allocation process must formally notify the Grantor of its intent to participate as an entity capable of and willing to provide dispute resolution services in accordance with Oregon Administrative Rule Chapter 571, Division 100.

NOW, THEREFORE IT IS HEREBY ORDERED that this resolution serve as notification to the Grantor of Clackamas County's desire to be a participant in the selection and expenditure of funds for community dispute resolution funds within the County and that Clackamas County agrees to engage in a selection process and to select as funding recipients those entities both qualified by the standards and guidelines adopted by the Grantor and capable and willing to provide community dispute resolution services according to the rules adopted by the Grantor.

DATED this 19th day of February, 2015:

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

John Ludlow, Chair

Mary Raethke, Recording Secretary



10

NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

February 19, 2015

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the City of Portland and Clackamas County for purchase and reimbursement activities related to the use of the FY14 United States Department of Homeland Security's Urban Area Security Initiative (UASI) grant program

Purpose/Outcomes	The Intergovernmental Agreement between the City of Portland and Clackamas County is to allow Clackamas County and its sub-recipients to purchase and receive reimbursement for approved expenditures under the FY14 UASI grant program.
Dollar Amount and Fiscal Impact	\$747,498 of FY14 UASI funds will directly benefit law enforcement, fire, public works and emergency management within the Regional Disaster Preparedness Organization (RDPO) in the form of funding equipment and planning.
Funding Source	The funding source for the FY14 UASI grant is the United States Department of Homeland Security via the Oregon Military Department.
Safety Impact	All projects funded under the FY14 UASI grant will benefit public safety agencies in the RDPO, of which Clackamas County is a member.
Duration	The agreement is effective from the date both parties have signed and shall be terminated upon the end date of the agreement of the City of Portland with the Oregon Military Department. This date is estimated to be 2/28/15.
Previous Board Action	The Board of County Commissioners approved the FY12 UASI Intergovernmental Agreement with the City of Portland on August 29, 2013, agenda item E.2. There was no FY13 UASI award to the Portland Urban Area.
Contact Person	Nancy Bush, Director – Emergency Management - 655-8665
Contract No.	N/A

BACKGROUND:

The Urban Area Security Initiative (UASI) is comprised of the City of Portland and the contiguous counties of Clackamas, Multnomah, Washington, Columbia and Clark County, Washington. In FY 2012, \$2,049,396 was awarded to the UASI region. \$283,906 of the total directly benefited Clackamas County. In FY 2013, the Portland Urban Area did not receive an UASI award. In FY14, UASI funds will be used for RDPO projects. Clackamas County will benefit from UASI-funded regional projects related to training, exercise, and equipment, as well as the continued support of a regional Intelligence Fusion Center. County Counsel has approved this agreement as to form.

RECOMMENDATION:

Staff respectfully recommends the Board approve this agreement.

Respectfully submitted,

Nancy Bush, Director

INTERGOVERNMENTAL AGREEMENT

Between

THE CITY OF PORTLAND, OREGON

And

Clackamas County

THIS IS an Intergovernmental Agreement (IGA) between the City of Portland ("City") and Clackamas County ("Agency") entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190, for the coordination of activities related to the use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Recitals

WHEREAS, the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$846,598 in Fiscal Year 2014 to the State of Oregon ("State"), acting by and through the Oregon Military Department, Office of Emergency Management (OEM) for distribution to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #14-170 to the City of Portland, Bureau of Emergency Management (PBEM) for Fiscal Year 2014 in the amount of \$846,598, a copy of which is attached to this Agreement and incorporated herein as Attachment 1 and Exhibits A, B, C and D; and

WHEREAS, UASI Grant #14-170 is intended to increase the capabilities of the PUA, which includes jurisdictions in Multnomah, Clackamas, Columbia and Washington counties in Oregon and Clark County in Washington, as well as the Port of Portland and TriMet, to build an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training and exercise events to be grant funded has been developed through the application process and coordination with the State; and

WHEREAS, PBEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, PBEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the City and all other PUA jurisdictions that receive direct benefit from UASI grant purchases are required to comply with all terms of the U.S. Department of Homeland Security, UASI Grant CFDA # 97.008, Grant #14-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the Regional Disaster Preparedness Organization (RDPO) is the designated organization in the PUA that serves in the capacity of Urban Area Work Group (UAWG) to coordinate program development and decision-making processes for allocating UASI sub-grants, as specified in the "UASI Program Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO)", Exhibit D; and

WHEREAS, the City is entering into agreements with PUA counties and agencies to secure their commitment to follow the City-developed procurement, delivery, reimbursement, and reporting procedures, to ensure their compliance with all terms of the grants, and to obligate them to coordinate with and obtain similar assurances from directly benefiting jurisdictions (i.e., "sub-recipients") within the respective counties and agencies.

NOW, THEREFORE, the Parties agree as follows:

1. The City agrees:

- a) That it is authorized to purchase and distribute equipment, supplies and services which have been approved by the State and, as appropriate, the City may delegate this purchasing authority to the Agency. Such authorization, however, does not guarantee payment for the Agency. The State requires invoicing with the appropriate backup documentation by the Agency, to the City, and compliance with the Agency's purchasing practices, the City's purchasing practices and any applicable state and federal rules and regulations prior to approval of payments.
- b) Because there is no IGA between the City and the sub-recipients of the Agency (if any), the Agency will be the point of contact for all requests

made by its sub-recipients. The Agency will be responsible for submitting all purchase requests on behalf of their sub-recipients to the City.

- c) When the City has purchased goods or services for the Agency or the Agency's sub-recipient, arrangements for delivery will be made between the parties and the Agency or the Agency's sub-recipient shall be the Owner of said goods or services and shall be responsible for complying with all applicable requirements as outlined in Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) Circulars, and the grant agreement.

2. The Agency agrees:

- a) That it has read the award conditions and certifications for UASI Grant #14-170; including Exhibits A, B, C and D and that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the City, as grantee, under those grant documents.
- b) To comply with all City and State financial management processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations and Office of Management and Budget Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
 - i. Administrative Requirements: 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).
 - ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
 - iii. Audit Requirements: 2 CFR 200.21 (OMB Circular A-133).
- c) To comply with all City and State procurement requirements, including the competitive bid processes as outlined in Portland City Code (PCC) and Oregon Revised Statutes (ORS). A nonexclusive list of code and statutes commonly applicable to procurement include:
 - i. PCC Chapter 5.33 (Goods and Services) and PCC Chapter 5.68 (Professional, Technical and Expert Service Contracts).
 - ii. ORS 279A (Public Contracting – General Provisions) and ORS 279B (Public Contracting – Public Procurements).

- d) That all equipment, supplies, and services procured by the Agency are as described in the approved grant budget documents.
- e) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the Agency or the Agency's sub-recipient until disposition takes place. The Agency or the Agency's sub-recipient shall be responsible for inventory tracking, maintenance and storage while in possession of such equipment and supplies.
- f) That regardless of who the Owner is, all equipment purchased with grant funds will be made available to all eligible regional partners per 44 CFR 13.32(c)(2). All reasonable requests must be met when sufficient notice is given and no reasonable conflict exists. Owners may not charge "rental" fees for equipment, but may seek reimbursement for normal expendables (not already covered by grant funds) such as fuel, vehicle damage, maintenance for wear and tear, etc., when appropriate.
- g) To comply with all property and equipment tracking and monitoring processes required by the grant, this Agreement, the City and the State. To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the City with a list of such equipment on an annual basis, using PBEM's Equipment Inventory Report and completing and returning report to PBEM on or before June 30th. **The list should include, but is not limited to, status, asset number, funding source, date of purchase, equipment description, serial number, and location where the equipment is housed or stored. Additionally, all equipment must have a sticker affixed that visible states "Purchased with funds provided by the U.S Department of Homeland Security."** All requirements for the tracking and monitoring of fixed assets are set forth in 44 CFR Part 13 and 2 CFR 200.21 (OMB Circular A-133). 2 CFR 200.21 (OMB Circular A-133) compliance supplement on transfer and disposition reporting can be found on the Whitehouse website:
http://www.whitehouse.gov/sites/default/files/omb/assets/OMB/circulars/a133_compliance/2011/pt3.pdf
 The Agency or the Agency's sub-recipient shall maintain and store all equipment and supplies, provided or purchased, in the manner that will keep it safe, most prolong the life and in good working condition at all times.
- h) That any request or invoice it submits for reimbursement of costs will be consistent with the items identified in the approved grant budget documents.
- i) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the State

and/or the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.

- j) That it will not deviate from the items listed in the approved grant budget documents without first securing written approval from the City.
- k) That all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- l) That all financial records, supporting documentation and all other records pertinent to this grant or agreements under this grant shall be retained by the Agency following termination, completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit, as established by Federal, State or City retention schedules (whichever is longer). Currently, the City of Portland's retention requirement for these documents is 10 years. A nonexclusive list of code and statutes commonly applicable to retention include:
 - i. City of Portland Retention Schedules, Section 4808
<http://www.portlandonline.com/auditor/index.cfm?c=27183&a=7949>
 - ii. OAR 166-200-0050(17)
 - iii. 44 CFR Part 13.42
- m) To obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
- n) Not to supplant its local funds with federal funds but rather use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.
- o) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State and certify that the Agency and any sub-recipients of the Agency are registered with the State as being NIMS compliant.
- p) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.

- q) To comply with federal guidelines concerning exclusions for vendors or contractors by verifying that a vendor or contractor is not excluded from receiving federal funds prior to any expenditure made and record of verification is maintained. Currently, verification can be made at the System for Award Management site – www.sam.gov. A copy of this report must be submitted to the City, as part of the documents required for reimbursement requests.
- r) The sub-recipient must use the Federal excess and surplus property database located at <http://gsa.gov/portal/category/21179> in lieu of purchasing new equipment and property, whenever such use is feasible, to reduce project costs. Verification that this search was performed must be submitted to the City, as part of the documents required for reimbursements requests.
- s) To timely comply with all reporting obligations required by the Grant and the City.
- t) To provide the City with Performance and Program Reports, Financial Reimbursement Reports, Asset / Inventory reports and Audit Reports when required by the City and in the form required by the City.
 - i. Performance reports are due to the City on a quarterly basis (April 15th, July 15th, October 15th, and January 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.
 - ii. Asset / Inventory reports are due to the City on an annual basis, on June 30th of each year.
 - iii. Results of the Agency's 2 CFR 200.21 (OMB Circular A-133) report are due to the City fifteen (15) days after the Agency's receipt of the report, along with a corrective action plan (if applicable). Agencies expending \$500,000 or more in Federal awards during their fiscal year, are required to have an A-133 audit, as provided in OMB Circular A-133. A copy of 2 CFR 200.21 (OMB Circular A-133) audit requirements can be found at http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a133_compliance/2014/2014-compliance-supplement.pdf.
 - iv. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and / or termination of the grant.
 - v. Per UASI Grant #14-170, Section 5b. Financial Reimbursement Reports, part ii, reimbursement for expenses will be withheld if

Performance Reports are not submitted by the specified dates or are incomplete.

- u) To follow the travel expense and per diem guidelines as set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the City and State. Per UASI Grant #14-170, Section 5b. Financial Reimbursement Reports, part iii, reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.

GSA per diem rates can be found on the GSA website:

<http://www.gsa.gov/portal/content/104877>

The City's guidelines can be found on the Office of the City Auditor's website:

BCP-FIN-6.13 Travel:

<http://www.portlandonline.com/auditor/index.cfm?c=34747&a=160271>

BCP-FIN-6.14 Non-travel Meals, Light Refreshments and Related Miscellaneous Expenses:

<http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747>

- v) To develop a sub-recipient monitoring plan that shall be in compliance with the requirements set forth in the most recent versions of applicable CFR and OMB Circulars.
- w) To maintain a list of all sub-recipients of the Agency, and ensure that the entities on that list are in compliance with the terms of the Grant Agreement, including Attachment 1 and Exhibits A, B, C and D. The list of sub-recipients shall be made available to the City by the Agency upon execution of this intergovernmental agreement, and the Agency shall immediately inform the City of any changes to the list. If the Agency's sub-recipient is a government entity, then the Agency must have an intergovernmental agreement in place with them and a copy of said agreement must be sent to the City.
- x) To comply with all applicable laws, regulations, program guidance and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to those listed in UASI Grant #14-170, Exhibit B, Federal Requirements and Certifications, Exhibit C, Subagreement Insurance Requirements and Exhibit D, Standard Operating Procedure Urban Areas Security

Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO).

- y) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall be terminated upon the end date of the agreement between the City and the State (UASI Grant #14-170), unless otherwise extended by the parties in writing or this IGA is terminated due to failure of one of the Parties to perform.
 4. **Amendment.** This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program and the Agreement between the State and the City.
 5. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the Agency's failure or inability to comply with the provisions of the grants or the Agreement, the Agency will be liable to the City for the full cost of any equipment, materials, or services provided by the City to the Agency, and for any penalties imposed by the State or Federal Government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.
 6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of the state of Oregon for the county of Multnomah. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
 7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
 8. **Survival.** The terms, conditions, representations and all warranties in this Agreement shall survive the termination or expiration of this Agreement.

9. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

10. **Indemnification.**

- a. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the Agency shall indemnify, defend and hold harmless the City, its commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees arising out of or resulting from the acts of the Agency, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless the Agency from and against all liability, loss and costs arising out of or resulting from the acts of the City, its officers, employees and agents in the performance of this agreement.
- b. The Agency shall take all reasonable steps to cause its contractor(s) or subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM, the City, and their officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims
- c. The Agency shall require its contractor(s) or subcontractor(s) to obtain insurance in amounts required by OEM, not to exceed OEM's limits of liability under the Oregon Tort Claims Act, and shall provide that the State of Oregon, OEM, the City, and their officers, employees and members are named as Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

11. **Third Party Beneficiaries.** The City and the Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.
12. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.
13. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY - 2014 UASI program grant (Grant #14-170) and that it is the entire agreement between them relative to that grant.
14. **Workers' Compensation.** Each party shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Neither party shall be required to provide or show proof of any other insurance coverage.
15. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
16. **Human Trafficking (2 CFR Part 175).** The Agency, employees, contractors and sub-recipients under this Agreement and their respective employees may not:
 - Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - Procure a commercial sex act during the period of time the award is in effect; or
 - Use forced labor in the performance of the subgrant or subgrants under the award.

The Agency must inform the City and OEM immediately of any information the Agency receives from any source alleging a violation of any of the above prohibitions in the terms of this IGA. OEM may terminate Grant #14-170, without penalty, for violation of these provisions. OEM's right to terminate Grant #14-170 unilaterally, without penalty, is in addition to all other remedies under Grant #14-170. The Agency must include these requirements in any subgrant made to public or private entities.

17. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers and other records of the other party which are related to this agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency Management (OEM), Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.

18. **Subcontracts and Assignment.** Notwithstanding any goods or services the Agency procures using UASI grant funds received under this IGA, neither party will subcontract or assign any part of this agreement without the prior written consent of the other party. Notwithstanding City approval of a subcontractor, the Agency shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Agency hereunder.

City of Portland

Date _____

APPROVED AS TO FORM

Attorney

Date _____

(Clackamas County)

Date _____

APPROVED AS TO FORM

Attorney

Date 2/3/15

ATTACHMENT 1

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
URBAN AREA SECURITY INITIATIVE GRANT
CFDA # 97.008
CITY OF PORTLAND
\$846,598
Grant No: 14-170**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and the **City of Portland**, hereinafter referred to as "Subgrantee," and collectively referred to as the "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2014** and ending, unless otherwise terminated or extended, on **May 31, 2016** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subgrantee an amount not to exceed **\$846,598** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2014 Urban Area Security Initiative (UASI) Grant.

4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. **Reports.** Failure of Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subgrantee agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon milestones.
- ii. Reports are due to OEM on or before 30 days following each calendar quarter (March 31, June 30, September 30, and December 31).
- iii. Subgrantee may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subgrantee must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subgrantee agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

- c. Audit Reports.** Upon request by OEM, Subgrantee shall provide OEM copies of all audit reports pertaining to this Agreement obtained by Subgrantee, whether or not the audit is required by OMB Circular A-133 as described in Section 8.c.i and ii herein.

6. Disbursement and Recovery of Grant Funds.

- a. Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subgrantee for the Project, in accordance with the UASI budget approved by OEM and the United States Department of Homeland Security Funding Opportunity Announcement (FOA), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit.

- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subgrantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Subgrantee is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subgrantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subgrantee has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

c. **Recovery of Grant Funds.** Any funds disbursed to Subgrantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subgrantee shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subgrantee shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Subgrantee.** Subgrantee represents and warrants to OEM as follows:

a. **Organization and Authority.** Subgrantee is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subgrantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subgrantee of this Agreement (1) have been duly authorized by all necessary action of Subgrantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subgrantee is a party or by which Subgrantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subgrantee of this Agreement.

b. **Binding Obligation.** This Agreement has been duly executed and delivered by Subgrantee and constitutes a legal, valid and binding obligation of Subgrantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **No Solicitation.** Subgrantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. **NIMS Compliance.** By accepting FY 2014 funds, Subgrantee certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx#Oregon_NIMS_Requirements.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subgrantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subgrantee acknowledges and agrees, and Subgrantee will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subgrantee and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subgrantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) an extended period as established under 44 CFR 13.42. It is the responsibility of Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
- c. Audits.**

 - i. If Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200.21 (OMB Circular A-133). Copies of all audits must be submitted to OEM within 30 days of completion. If Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subgrantee shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subgrantee acknowledges and agrees that any audit costs incurred by Subgrantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subgrantee and the State of Oregon.

9. Subgrantee Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. Subagreements.** Subgrantee may enter into agreements (hereafter “subagreements”) for performance of the Project. Subgrantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C).
- i. Subgrantee shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subgrantee shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subgrantee. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subgrantee agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subgrantee agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subgrantee or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subgrantee’s property or equipment inventory system.
 - ii. Subgrantee’s property and equipment records shall include: a description of the property or equipment; the manufacturer’s serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subgrantee must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subgrantee shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - v. Subgrantee must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subgrantee is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subgrantee agrees to comply with 44 CFR Part 13.32.e when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subgrantee shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subgrantee shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subgrantee if Subgrantee provides written certification to OEM that it will use the property and equipment for purposes consistent with the UASI Grant.
- c. Subagreement indemnity; insurance.** *Subgrantee's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subgrantee's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subgrantee's subagreement(s) from and against any and all Claims.*

Any such indemnification shall also provide that neither Subgrantee's contractor(s) nor any attorney engaged by Subgrantee's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subgrantee's contractor is prohibited from defending State or that Subgrantee's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subgrantee's contractor if State elects to assume its own defense.

Subgrantee shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subgrantee, or at such later date as may be established by OEM in such written notice, if:
- i. Subgrantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subgrantee is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subgrantee takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subgrantee's application.
- b. Termination by Subgrantee.** Subgrantee may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subgrantee in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subgrantee; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. GENERAL PROVISIONS

- a. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against OEM or Subgrantee with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which OEM is jointly liable with Subgrantee (or would be if joined in the Third Party Claim), OEM shall contribute to the amount of expenses (including

attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subgrantee in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of Subgrantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OEM on the one hand and of Subgrantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OEM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if OEM had sole liability in the proceeding.

With respect to a Third Party Claim for which Subgrantee is jointly liable with OEM (or would be if joined in the Third Party Claim), Subgrantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OEM in such proportion as is appropriate to reflect the relative fault of Subgrantee on the one hand and of OEM on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subgrantee on the one hand and of OEM on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Subgrantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subgrantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subgrantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to

a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subgrantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subgrantee, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

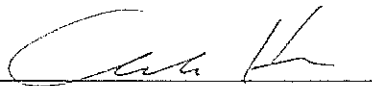
- g. Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subgrantee or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subgrantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers' Compensation.** All employers, including Subgrantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subgrantee shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- k. Independent Contractor.** Subgrantee shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subgrantee has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subgrantee performs the Project, except as specifically set forth in this Agreement. Subgrantee is responsible for determining the appropriate means and manner of performing the Project. Subgrantee acknowledges and agrees that Subgrantee is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subgrantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

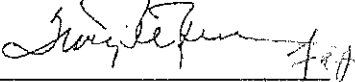
City of Portland

By 

Name CHARLIE HALES, MAYOR
(printed)

Date 12-15-14

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subgrantee)

By 
Subgrantee's **CITY ATTORNEY**

Date 12/3/14


Subgrantee Program Contact:

Carmen Merlo
Director
City of Portland
Portland Bureau of Emergency Management
9911 SE Bush St
Portland, OR 97266
503-823-2691
carmen.merlo@portlandoregon.gov

Subgrantee Fiscal Contact:

Shelli Tompkins
Finance and Grants Manager
City of Portland
Portland Bureau of Emergency Management
9911 SE Bush St
Portland, OR 97266
503-823-4187
shelli.tompkins@portlandoregon.gov

OEM

By 

Matthew T. Marheine
Plans and Training Section Manager, OEM

Date 12/23/14

APPROVED AS TO LEGAL SUFFICIENCY
(For Grant Funds over \$150,000)

By Keith L. Kutler via email
Assistant Attorney General

Date November 14, 2014

OEM Program Contact:

Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22251
sidra.metzgerhines@state.or.us

OEM Fiscal Contact:

Dan Gwin
Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22290
dan.gwin@state.or.us

Exhibit A

Project Description and Budget

I. Project Description

Project Title: Urban Area Security Initiative

This project will provide funding for Regional Planning and Organization, Interoperable Communications and Situation Awareness, Regional Incident Response and Recovery and Intelligence and Information Sharing projects to increase capabilities across the Portland Urban Area.

II. Budget

Administration	\$49,500
Planning	\$332,900
Training	\$60,000
Exercise	\$23,151
CBRNE Logistic Support Equipment	\$90,000
CBRNE Operational Search & Rescue	\$240,095
Interoperable Communications	\$50,952
Total	\$846,598

EXHIBIT B

Federal Requirements and Certifications

I. General. Subgrantee agrees to comply with all federal requirements applicable to this Agreement, including without limitation financial management and procurement requirements and maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), the Office of Management and Budget (OMB) Circulars, Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (44 CFR Part 13.35). Subgrantee shall establish procedures to provide for effective use and dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying.** Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying*. The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. Subgrantee understands and agrees that no funds provided under this Agreement may be expended in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. These lobbying prohibitions can be found at 31 USC § 1352.
- C. Compliance with Applicable Law.** Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13, including without limitation:
 - a. Using Grant Funds only as allowed by 44 CFR 13.22 (a) and in accordance with applicable cost principles described in 44 CFR 13.22(b), including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies;
 - b. Actively tracking and monitoring property and equipment purchased by Subgrantee or its contractors in whole or in part with Grant Funds, and 44 CFR Part 13.32(e) when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 2. OMB Circular A-102, Grants and Cooperative Agreements With State and Local Governments.
 3. Audit Requirements set forth in 2 CFR 200.21 (OMB Circular A-133).

4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
5. USA Patriot Act of 2001, as amended, 8 USC § 1105, 1182, 1189.
6. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
7. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
8. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subgrantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

1. **Non-discrimination and Civil Rights Compliance.** Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, as amended, and related nondiscrimination regulations in 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, as amended.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12189.
 - d. Age Discrimination Act of 1975, 42 USC § 6101.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.

If, during the past three years, Subgrantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subgrantee must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subgrantee, or Subgrantee settles a case or matter alleging such discrimination, Subgrantee must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.

2. **Equal Employment Opportunity Program.** Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subgrantee must maintain a current copy on file.
3. **Services to Limited English Proficient (LEP) Persons.** Subgrantee, and any of its contractors and subcontractors agrees to comply with the requirements of Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and

resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subgrantee must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.
 - c. Endangered Species Act, 16 USC § 1531 et seq.
 - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subgrantee, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

- F. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subgrantee must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

G. Drug Free Workplace Requirements (2 CFR Part 3001). Subgrantee agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, as amended, (41 USC § 701 et seq.), which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subgrantee must notify this office if an employee of Subgrantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

H. Human Trafficking (2 CFR Part 175). Subgrantee, employees, contractors and subrecipients under this Agreement and their respective employees may not:

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the subgrant or subgrants under the award.

Subgrantee must inform OEM immediately of any information Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. Subgrantee must include these requirements in any subgrant made to public or private entities.

I. Fly America Act of 1974. Subgrantee agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

J Activities Conducted Abroad. Subgrantee agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

K. Acknowledgement of Federal Funding from DHS. Subgrantee agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

L. Copyright (44 CFR Part 13.34). Subgrantee agrees to comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subgrantee grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Subgrantee

shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award.

- M. Use of DHS Seal, Logo and Flags.** Subgrantee agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- N. Personally Identifiable Information (PII).** Subgrantee, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- O. Federal Debt Status.** Subgrantee shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subgrantee shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Subgrantee shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subgrantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subgrantee shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subgrantee permit work under a subagreement when Subgrantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subgrantee is a Party.

TYPES AND AMOUNTS.

i. **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). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate

limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Subgrantee's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Subgrantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subgrantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

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Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO)

The Portland Urban Area (PUA) includes the City of Portland, Clackamas, Columbia, Multnomah and Washington Counties in Oregon, and Clark County in Washington. The federal Urban Areas Security Initiative (UASI) was established in 2003 and awarded grant funds to the PUA to enhance the regional capability to prevent and reduce its vulnerability to a range of hazards.

The Regional Disaster Preparedness Organization (RDPO) serves as the Urban Area Working Group (UAWG), the governance structure to set direction and oversee implementation of the UASI Program in the PUA. The fiscal agent for the Portland UASI Program is the City of Portland and the assigned Point of Contact (POC) is the Director of the Portland Bureau of Emergency Management (PBEM).

These standard operating procedures govern the coordination, development and implementation of all UASI program initiatives.

I. Composition, Roles and Responsibilities

The RDPO/UAWG is comprised of six organizational components:

- Policy Committee (PC)
- Steering Committee (SC)
- Program Committee (PrC)
- Grants and Finance Committee (GFC)
- Working Groups (WG)
- Grant Administrator/Point of Contact (GA/POC)

A. Policy Committee (PC) — Composition includes 17 elected officials: one representative from each of the five counties, the City of Portland, Metro, and 10 Cities (two per county). The PC is responsible for:

- Endorsing and supporting the Portland Urban Area Homeland Security Strategy (PUAHSS) and priorities, as developed by the Steering Committee.
- Providing political leadership to develop and pursue regional disaster preparedness policies and future vision for the PUA influenced in part by the UASI grant program outcomes and experience (e.g., Program Review).
- Providing oversight to the UASI evaluation process to determine the effectiveness and impact of the UASI program in meeting its goals and objectives.
- Advising on issues brought forward by the Steering Committee.

B. The Steering Committee (SC) — Composition includes up to 18 executive level members: one representative from each of the five counties and the City of Portland, the Chair of the PrC, one representative each for law enforcement, fire/EMS, public

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safety communications, and public health, two representatives for public works and up to five at-large representatives (private and non-profit sector representatives, as well as additional public sector representation). The SC is responsible for:

- Informing the PC on UASI grant matters.
- Reviewing, managing and updating the RDPO strategy and PUAHSS, as needed.
- Adopting and maintaining grant management policies and procedures.
- Providing the PrC with strategic direction (priorities) for project development and funding allocations.
- Giving final approval of grant applications.
- Ensuring grant funds are utilized strategically, efficiently and effectively (i.e., maximum program impact, sound utilization of resources).
- Approving reallocation and reprogramming requests that involve a major change of scope from the original project or an entirely new project of \$20,000 or more.
- Resolving grant issues forwarded by the PrC.

C. The Program Committee (PrC) — Composition includes the chairs of the WGs or their designees. The PrC is responsible for:

- Vetting project proposals from all WGs for applications and reprogramming processes.
- Determining the package of projects and initiatives to recommend to the SC for approval—i.e., inclusion in the UASI grant application (new funding cycle).
- Making decisions on funding allocations, reallocations and reprogramming requests greater than \$10,000.
- Implementing the RDPO strategy and PUAHSS.
- Providing progress reports to the SC.

D. Grants and Finance Committee (GFC) — Composition includes one representative each from the City of Portland's Office of Management and Finance, PBEM grants and finance and the Oregon State Administrative Agency (SAA), and two to three selected regional staff representatives. The GFC is responsible for:

- Ensuring that all proposals align with the RDPO strategy and the PUAHSS.
- Reviewing all project proposals for compliance with regional, state and federal program guidance.
- Reviewing all budgets for compliance with city, state and federal requirements.
- Providing financial expenditure reports, including grant burn rates, to the Program Committee, Steering Committee, et al. (Note: the GFC Chair will provide support on questions of a financial data or compliance nature.)
- Making decisions on funding allocations less than \$10,000.

E. Work Group (WG) — Composition includes representatives from all interested/participating jurisdictions/disciplines. Some WGs are discipline focused while others may be capability or project focused. The WGs are responsible for:

- Developing project proposals for recommendation to the PrC.
- Managing projects.
- Providing progress reports to the PrC and GFC.
- Implementing the RDPO strategy and PUAHSS.

- F. Grant Administrator/Point of Contact (GA/POC)** — The UASI GA/POC represents the fiscal agent, the City of Portland, and is responsible for communication and coordination with the SAA, Oregon Emergency Management (OEM). The GA/POC does not have decision-making authority over the contents of grant applications, including which projects are contained within, but is responsible for ensuring grant compliance and sound fiduciary performance. Specifically, the GA/POC is responsible for:
- Liaising between the RDPO and the SAA on all UASI matters, and submitting proposals and reports to the SAA.
 - Supporting the Grants and Finance Committee in the discharge of its duties.

II. Decision Making Process

- A. Decisions are made using a consensus model that assumes all members can and will support decisions made by the group.
- B. Before a committee/group decision is considered final, the chair of the committee/group tests consensus by asking if any member is unable to support the decision.
- C. If consensus cannot be reached, a vote occurs. Each member in attendance is entitled to one vote. WG co-chairs must select one person to represent their working group's vote on the PrC. (Additional details for each committee/group are available in their specific SOPs).
- D. The decision whether or not to vote on an issue is generally at the discretion of the chair. However, any member may request a vote.
- E. The results of the vote are documented in the notes from the meeting.
- F. In some situations, it may not be possible to hold a meeting to decide an issue. For example, a decision on a grant application may require a quick assessment to meet a deadline. In these cases, group members may be asked to vote by other means such as an online survey or email. When a vote is taken in this manner the chair shares the results of the vote – and how each member voted –with the committee/group members.

III. Funding Methodology

A. Background

1. UASI grant funds are awarded by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) on an annual basis.
2. The awards are made based on applications consisting of investment justifications (initiatives) submitted by the PUA. Each investment justification represents one or more related projects.
3. All projects must be supported by the Portland Urban Area Homeland Security Strategy (PUAHSS) and be consistent with the purpose and specific requirements of the UASI grant program.
4. All UASI grant sub-recipients are bound by contracts or intergovernmental agreements that require compliance with all grant terms and conditions.
5. Awarded grant funds are managed by the RDPO/UAWG consistent with investment justifications.

6. Grant funds may be reallocated or reprogrammed to other projects (new or existing), when appropriate, if the projects are consistent with the PUA's investment justifications, support the PUAHSS and are approved by the RDPO/UAWG and, when required, the State Administrative Agency (SAA).

B. Guiding Principles

1. All WGs and standing committees have equal access and opportunity to seek UASI grant funding.
2. All jurisdictions that seek funding through the UASI grant program must be National Incident Management System (NIMS) compliant.
3. Projects that provide multi-jurisdictional or multi-disciplinary benefit are given preference over single agency or single jurisdiction requests.
4. Whenever possible, projects should provide regional benefit by reducing risk, developing/supporting regional plans or developing/enhancing regional capabilities.
5. As the UASI administrative agency, all questions to state or federal government partners about the eligibility of grant-funded projects or items shall be coordinated by PBEM.
6. All projects are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review. No funds will be allocated to or expended on a project until the required EHP review has been completed and approved.

C. Allocation Process

1. Annual Grant Application and Award
 - a. Steering Committee
 - i. Develops priorities for the annual application (investment justifications) based on the grant guidance, the RDPO Strategy, the PUAHSS, and ongoing initiatives and projects.
 - ii. Develops the application timeline and assigns work to ensure completion of the application by the grant submission deadline.
 - iii. Reviews and approves the application (narrative and budget) prior to submission to the SAA and DHS/FEMA.
 - b. Program Committee
 - i. Vets all project proposals based on their benefit to the region, linkage to the PUAHSS and ability to be completed during the grant performance period.
 - ii. May develop proposals (including a narrative and budget) for projects that overlap multiple WGs or for which there is no responsible WG.
 - iii. Decides which projects and associated funding levels will be recommended to the SC for inclusion in the application.
 - iv. Works with the GFC and regional staff to draft investment justifications for submittal to the SC.

- v. Following the grant award, adjusts the budget if necessary and submits it to the SC and GFC for review and submission to the SAA.
- c. WGs/Standing Committees
 - i. Develop and prioritize committee or discipline-specific project proposals, including project descriptions and budgets.
 - ii. Work with other WGs/standing committees to develop capability-specific project proposals including project descriptions and budgets.
 - iii. Submit project proposals to the PrC for consideration.
 - iv. Following final grant award and budget approval by the SAA, develop more detailed budgets and submit them to the GFC for review and approval.
- d. UASI Regional Staff
 - i. Support the WGs/standing committees with development of project proposals.
 - ii. Work with the GFC to confirm the grant eligibility of project proposals before submittal to the PrC.
 - iii. Draft investment justifications consistent with PrC and SC tasking.
 - iv. Combine individual investment justification budgets into a draft overarching budget for the GFC to review.

D. Reallocation/Reprogramming Processes

1. Process for a funding reallocation request with no major change to the original project scope (funds added to an approved project or moved from one approved project to another approved project):
 - a. WGs identify budget shortfalls and overages and complete amendment forms to request administrative movement of funds from one budget line to another based on project requirements and activity.
 - b. The GFC acts on reallocation requests with no major change of scope under \$10,000. The GFC submits reallocation requests of \$10,000 or greater to the Program Committee for consideration.
 - c. The Program Committee takes action on reallocation requests of \$10,000 and above.
 - d. The GA/POC submits approved reallocation requests above \$10,000 to the SAA for approval.
2. Process for a funding reallocation requests with a major change to the original project scope (a request is made to use funding for a purpose other than originally approved or a new project is proposed outside of the regular reprogramming process):
 - a. WGs identify budget changes that are a result of a new project proposal or a change of scope to the originally approved project.

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- b. The GFC vets the proposal to ensure the project is eligible and the budget is accurate. The GFC also reviews for compliance with city, state and federal requirements. The GFC submits allowable proposals to the PrC for review and approval.
 - c. The PrC takes action on reallocation requests below \$20,000 and submits requests above \$20,000 to the SC for review.
 - d. The Steering Committee notifies the GFC of approved/denied requests.
 - e. The GA/POC submits approved reallocation requests above \$10,000 to the SAA for approval.
3. Process for reprogramming grant funding (the reassignment of funds to a newly identified project consistent with the investment justification):
- a. PrC Chair calls for all WGs to submit reprogramming project proposals and detailed budgets.
 - b. The PrC reviews and acts on the reprogramming proposals and prioritizes approved proposals for funding. Regional staff provides support in the tracking of these projects and in completing and maintaining paperwork.
 - c. The GFC reviews all projects for eligibility and budgets for accuracy.
 - d. The PrC submits a summary report of the recommended proposals to the SC for review and approval.
 - e. The GA/POC submits reprogramming requests approved by the SC to the SAA for final approval.

Adopted: April 11, 2012

Approved: April 11, 2012



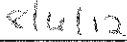
Steering Committee Chair



Date



Steering Committee Vice-Chair



Date