

AGENDA

Thursday, January 10, 2019 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2019-01

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Selection of the Board of County Commissioner's Vice Chair for 2019 (BCC)

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

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

A. Health, Housing & Human Services

1. Approval of a Revenue Grant Agreement with Health Share of Oregon for Vaccine Hesitancy Program

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

C. Administration

1. Approval of a Contract with Managing for Results, LLC to Provide On-Call Strategic Planning and Performance Management Facilitation and Consulting - *Procurement*

D. Community Corrections

1. Approval of a Grant Award with the Oregon Department of Safety Standards and Training for Clackamas County Community Corrections Peer Support Training

E. Public & Government Affairs

1. Approval of an Intergovernmental Agreement with the City of Gladstone Regarding Payment for Services Related to Willamette Falls Locks State Commission

F. County Counsel

1. Execution of a Quitclaim Deed Releasing an Interest in a Temporary Slope Construction Easement – Clackamas Industrial Area

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of Amendment No. 1 to the Grant Agreement with Oregon Parks and Recreation Department (OPRD) and the City of Milwaukie for the Development of Wichita Park

V. DEVELOPMENT AGENCY

1. Acceptance of a Quitclaim Deed Releasing an Interest in a Temporary Slope Construction Easement – Clackamas Industrial Area
2. Approval of the Third Amendment to the Disposition Agreement with Oregon Beverage Recycling Cooperative
3. Execution of a Property Exchange Agreement 11627 SE Capps Road – Clackamas Industrial Area

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

January 10, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Revenue Grant Agreement with Health Share of Oregon for
Vaccine Hesitancy Program

Purpose/Outcomes	Build a tri-county committee to collaborate on dispelling myths and changing behaviors in our communities to reduce the number of non-medical vaccine exclusions.
Dollar Amount and Fiscal Impact	The maximum Agreement value is \$67,500.
Funding Source	Funding provided by Health Share of Oregon. No County General Funds are involved.
Duration	Effective January 01, 2019 and terminates on December 31, 2020
Previous Board Action	No Previous Board Actions have been taken.
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Contact Person	Dawn Emerick, Public Health Director – (503) 655-8479
Contract No.	9132

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of a Revenue Grant Agreement with Health Share of Oregon for the Vaccine Hesitancy Program.

The local public health administrators in Clackamas, Multnomah, and Washington Counties and Health Share of Oregon have identified a mutually beneficial partnership that will address vaccine hesitancy across the Tri-County area and create a culture of prevention. Over the next two years (2019-2020), Tri-County Public Health and Health Share (the Partnership) will collaborate to design and implement a multifaceted community mobilization initiative targeted towards shifting perception and behavior relating to childhood vaccines and ultimately increasing childhood immunization rates. CCPHD will take the lead role on this project and is responsible for contract administration, fiscal oversight and assure outcomes are achieved.

This Agreement has a maximum value of \$67,500. This Agreement is effective January 1, 2019 and continues through December 31, 2020. This Agreement has been reviewed by County Counsel on September 20, 2018.

RECOMMENDATION:

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

Respectfully submitted,


Richard Swift, Director
Health, Housing, and Human Services

cc# 9132

GRANT AGREEMENT

This Grant Agreement (“**Agreement**”) by and between Health Share of Oregon, an Oregon nonprofit corporation (“**Health Share**”) and Clackamas County, by and through its Public Health Division, a local governmental organization (“**Grantee**”) is entered into on the date of the Agreement’s full execution and is effective as of the 1st of January, 2019 (the “**Effective Date**”).

RECITALS

- A. Health Share is qualified for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and is further classified as a non-private foundation within the meaning of Code Section 509(a).
- B. Health Share’s exempt purposes include developing an integrated community health system that achieves better care, better health, and lower costs for the Medicaid population in the communities that Health Share serves.
- C. Health Share will further Health Share’s exempt purposes by sponsoring Grantee’s performance of the activities described in the statement of work attached to this Agreement as Exhibit A (the “**Statement of Work**”).
- D. Grantee has agreed to perform the activities described in the Statement of Work in accordance with this Agreement, including the budget attached hereto as Exhibit B (the “**Budget**”).

AGREEMENT

1. Grant Award.

- 1.1. Amount. Health Share awards a grant in the amount of \$67,500 (sixty seven thousand five hundred dollars), to Grantee, subject to the terms and conditions of this Agreement.
- 1.2. Invoicing. To receive grant funds, Grantee must prepare and submit monthly invoices to Health Share that document the actual expenses Grantee has incurred during the preceding month in Grantee’s performance of the activities described in the Statement of Work. Grantee must submit Grantee’s invoice no later than thirty (30) calendar days from the end of the month for which Grantee is seeking reimbursement. Invoices must include the designated project code provided by Health Share. The project code will be: 360091. Invoices must be submitted to one of the following addresses:

vendorinvoice@healthshareoregon.org

OR

Health Share of Oregon
Attn: Finance Department
2121 SW Broadway, Suite 200
Portland, Oregon 97201

- 1.3. Payment. Health Share will disburse grant funds to reimburse Grantee for invoiced amounts within thirty (30) calendar days of receiving the invoice, assuming Grantee’s

continued compliance with the terms and conditions of this Agreement, including any benchmarks established in the Statement of Work, and provided that Grantee has submitted the invoice in accordance with this Section 1.3 and Health Share has determined that the amounts shown on the invoice are correct and represent amounts properly incurred by Grantee in the performance of the activities described in the Statement of Work.

2. Use of Grant Funds.

- 2.1. Required Use.** Grantee will use the grant funds solely for the activities described in the Statement of Work and in accordance with the Budget. Furthermore, Grantee will use the grant funds exclusively for charitable purposes within the meaning of Code Section 501(c)(3). Use of any portion of the grant funds, including any interest earned, for any other purpose must be approved in writing by Health Share before Grantee spends the funds.
- 2.2. Prohibited Use.** Grantee will not use any portion of the grant funds: (i) to carry out propaganda, or otherwise attempt to influence legislation; (ii) to influence the outcome of any specific election of a candidate for public office; (iii) for any grants to individuals awarded on a nonobjective basis; or (iv) for any non-charitable purpose within the meaning of Code Section 501(c)(3). Grantee will repay, on demand, to Health Share any portion of the grant funds that is not spent in accordance with this Agreement, including the requirement that all grant fund be spent for charitable purposes within the meaning of Code Section 501(c)(3).

3. Reporting and Recordkeeping.

- 3.1. Required Reports.** Grantee will, at a minimum, provide annual written reports to Health Share as to the expenditure of the grant funds, covering both the substance of Grantee's activities funded with the grant award and Grantee's financial administration of the grant, as well as a final report that details all expenditures of the grant funds and the progress made towards the grant's goals, including Grantee's progress toward any benchmarks established in the Statement of Work. Grantee's annual reports is due no later than sixty (60) days from the end of Grantee's tax year and Grantee's final report is due within sixty (60) days from the date that the grant funds are fully expended. Other provisions in this Agreement, including provisions in the Statement of Work, may specify additional requirements for Grantee's annual and final reports and impose additional reporting requirements.
- 3.2. Separate Accounting.** Grantee will maintain Grantee's books so as to show the grant fund separately and will keep adequate records to substantiate all expenditures of the grant funds. Grantee will make these books and records available to Health Share at reasonable times for review and audit upon Health Share's request and will comply with all reasonable requests by Health Share for information and interviews regarding Grantee's use of the grant funds. Health Share may, at Health Share's own expense, conduct an independent financial and programmatic audit of Grantee's expenditures of this grant and Grantee will cooperate with any such audit.
- 3.3. Additional Information.** Grantee will supply Health Share with such other information as Health Share may reasonably request for purposes of exercising Health Share's responsibility for supervising Grantee's expenditure of the grant funds.

- 3.4. **Term.** The term of this Agreement begins on the Effective Date. Unless earlier terminated as provided in the Standard Terms and Conditions below, the termination date shall be December 31, 2020.
- 3.5. **Acknowledgement of Health Share.** Grantee will acknowledge Health Share in any announcement or publication Grantee makes regarding the grant or Grantee's grant-funded activities; provided, however, that Grantee will submit such materials in advance to Health Share, for review and revision in Health Share's sole discretion.

4. **Changes in Control.**

- 4.1. **Corporate Changes.** Grantee will notify Health Share within thirty (30) days of any significant changes to Grantee's corporate legal or tax status.
- 4.2. **Personnel Changes.** If requested, Grantee will notify Health Share of the personnel responsible for the performance of the activities described in the Statement of Work and will notify Health Share within thirty (30) days of any changes in such personnel.

5. **Miscellaneous.**

- 5.1. **Notices.** All notices and other communications under this Agreement will be in writing and deemed effectively given when personally delivered or when actually deposited in the mail as prepaid, registered or certified mail, return receipt requested, to the address set forth below or to any other address which either party may designate to the other by written notice, including email:

Health Share:

Health Share of Oregon
Attn: Michael Anderson-Nathe
2121 SW Broadway, Suite 200
Portland, Oregon 97201

Clackamas County:

Clackamas County, Public Health Division
Attn: Richard Swift
2051 Kaen Road
Oregon City, Oregon 97045

5.2.

- 5.2. **Attachments and Exhibits.** In addition to the terms and conditions set forth in the body of this Agreement, the rights and obligations of the parties are subject to the Standard Terms and Conditions for Grant Agreements (the "**Standard Terms and Conditions**") and any Exhibits attached to this Agreement and incorporated by this reference. The Standard Terms and Conditions and Exhibits will be construed with and as an integral part of this Agreement to the same extent as if the Standard Terms and Conditions and Exhibits had been set forth verbatim in the body of this Agreement.

[signature page follows]

The parties' proper and duly authorized officers have signed and executed this Agreement, effective as of the Effective Date set forth in this Agreement's preamble.

HEALTH SHARE OF OREGON, an Oregon nonprofit corporation

Date Signed

Name: Maggie Bennington-Davis, MD

Title: Interim CEO

CLACKAMAS COUNTY, through its Public Health Division

Date Signed

Name: Richard Swift

Title: Director, Health, Housing and Human Services

**STANDARD TERMS AND CONDITIONS
FOR GRANT AGREEMENTS**

1. **Termination.** This Agreement may be terminated:
 - a. By Health Share and Grantee, by mutual written agreement, at any time.
 - b. By Health Share, in the event that Grantee breaches the Agreement and fails to cure such breach within fifteen (15) days of receiving notice from Health Share regarding the breach; provided, however, that Health Share may immediately terminate this Agreement in the event of any denial, suspension, revocation or non-renewal of any license, permit or certificate that Grantee must hold in order to engage in the activities described in the Statement of Work.

2. **Effect of Early Termination.** Upon early termination of this Agreement, Health Share will have no obligation to make additional disbursements of grant funds to Grantee and Grantee will return any unexpended grant funds; provided, however, that Health Share will reimburse Grantee for any costs and non-cancelable commitments incurred prior to such termination in accordance with this Agreement. Nothing in this paragraph will be construed as limiting Grantee's obligation to repay to Health Share any portion of the grant funds that is not spent in accordance with this Agreement.

3. **Remedies.** In the event that Grantee breaches this Agreement, all remedies provided under this Agreement will be independent of the others and severally enforceable and will be in addition to, and not in lieu of, any other rights or remedies available to Health Share at law or in equity. If Health Share breaches this Agreement, Grantee's remedy will be limited to termination of the Agreement and the receipt of any outstanding grant funds that Grantee is entitled for appropriate work already performed, as determined under this Agreement. Health Share will not be liable for direct, indirect or consequential damages. Termination will not result in a waiver of any other claim Health Share may have against Grantee.

4. **No Third Party Beneficiaries.** Health Share and Grantee are the only parties to this Agreement and are the only parties entitled to enforce this Agreement's terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

5. **Intellectual Property.** As between Health Share and Grantee, all work product that results or arises from Grantee's activities described in the Statement of Work, and all intellectual property rights associated therewith (together "**Grantee Work Product**"), will be solely owned by Grantee, **provided however**, Grantee grants to Health Share an irrevocable, worldwide, royalty-free, with the right to sublicense, license to use, copy, modify, distribute, publish, perform and otherwise exploit such work product for any purpose whatsoever. Further, Grantee agrees to make, and makes, such Grantee Work Product available to third parties under the same or similar license terms.

6. **Successors in Interest.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

7. **Access to Records and Facilities.** Grantee will maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Grantee will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of grantee, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner to clearly document Grantee's performance. All clinical records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of

Grantee whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "**Records.**" Grantee acknowledges and agrees that the Oregon Health Authority ("**OHA**"), the Oregon Secretary of State's Office, the Center for Medicare and Medicaid Services, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives may be entitled to access Grantee's Records in order to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of Grantee's performance of the activities described in the Statement of Work. Grantee will retain and keep accessible all Records for the longer of:

- a. For non-clinical records, six (6) years following final disbursement of the grant or termination of this Agreement, whichever is later;
- b. For clinical records, seven (7) years following the date of service;
- c. The retention period specified in this Agreement for certain kinds of records;
- d. The period as may be required by applicable law, including the records retention schedules set forth in Oregon Administrative Rules ("**OAR**") Chapters 410 and 166; or
- e. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

Grantee will, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Grantee's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but will last as long as the records are retained.

8. **Information Privacy/Security/Access.** If Grantee's activities described in the Statement of Work require Grantee to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Grantee access to such OHA Information Assets or Network and Information Systems, Grantee will comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this paragraph, "**Information Asset**" and "**Network and Information System**" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
9. **Compliance with Applicable Law.** Grantee will comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Grantee's performance of the activities described in the Statement of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) Oregon Revised Statutes ("**ORS**") Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference to the extent that they are applicable to this Agreement and required by law to be so incorporated. Health Share's performance under this Agreement is conditioned upon Grantee's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference. Grantee will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
10. **Indemnity.** Subject to the Oregon Tort Claims Act and the Oregon Constitution Grantee will defend, save, hold harmless, and indemnify Health Share and Health Share's employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any

nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or Grantee's officers, employees, subgrantees or agents under this Agreement. Grantee will have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Grantee nor any attorney engaged by Grantee will defend the claim in the name of Health Share, nor purport to act as legal representative of Health Share, without first receiving from Health Share, authority to act as legal counsel for Health Share, nor will Grantee settle any claim on behalf of Health Share without the approval of Health Share. Health Share may, at Health Share's election and expense, assume Health Share's own defense and settlement.

11. **Insurance.** Grantee will ensure that they have the type and levels of insurance that are commercially prudent to engage in the activities described in the Statement of Work.
12. **Waiver.** The failure of Health Share to enforce any provision of this Agreement will not constitute a waiver by Health Share of that or any other provision. Waiver of any default under this Agreement by Health Share will not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
13. **Governing Law and Venue.** This Agreement will 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, any "**claim**") between Health Share and Grantee that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, that if a claim must be brought in a federal forum, then that claim will be conducted solely and exclusively within the United States District Court for the District of Oregon.
14. **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 will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
15. **Merger Clause.** This Agreement and the attached Exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement will bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change will be effective only in the specific instance and for the specific purpose given.
16. **Anti-discrimination Clause.** Grantee will not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Grantee will not discriminate against minority-owned, women-owned or emerging small businesses. Grantee will include a provision in each sub-agreement requiring subgrantees to comply with the requirements of this clause.
17. **Representations and Warranties.**
 - a. Grantee represents and warrants to Health Share that:
 - i. Grantee has the power and authority to enter into and perform this Agreement;
 - ii. This Agreement, when executed and delivered, will be a valid and binding obligation of Grantee enforceable in accordance with this Agreement's terms;
 - iii. Grantee has the skill and knowledge possessed by well-informed members of Grantee's industry, trade or profession and Grantee will apply that skill and knowledge with care and diligence to engage in the activities described in the Statement of Work in a professional manner and in accordance with standards prevalent in Grantee's industry, trade or profession;

- iv. Grantee will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to engage in the activities described in the Statement of Work; and
 - v. Grantee prepared Grantee's application related to this Agreement, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty.
 - b. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.
- 18. **Independent Status of Grantee.**
 - a. Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
 - b. If Grantee is currently performing work for the State of Oregon or the federal government, Grantee by signature to this Agreement, represents and warrants that the activities described in the Statement of Work to be performed by Grantee under this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Grantee currently performs work would prohibit Grantee from engaging in the activities described in the Statement of Work. If funds granted to Grantee under this Agreement are charged against federal funds, Grantee certifies that Grantee is not currently employed by the federal government.
 - c. Grantee is responsible for all federal and State taxes applicable to compensation paid to Grantee under this Agreement and Health Share will not withhold from the grant funds any amounts to cover Grantee's federal or State tax obligations. Grantee is not eligible for any social security, unemployment insurance or workers' compensation benefits as a result of the funds granted to Grantee under this Agreement, except as a self-employed individual.
 - d. Grantee's performance of the activities described in the Statement of Work will not create an employment or agency relationship between Grantee and Health Share. Grantee is responsible for determining the appropriate means and manner of performing the activities described in the Statement of Work.
- 19. **Record Confidentiality.** Grantee agrees to keep all client specific information confidential in accordance with state and federal statutes and rules governing confidentiality.
- 20. **Assignment.** Grantee will not assign or transfer Grantee's interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Health Share. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Health Share may deem necessary in Health Share's sole discretion. No approval by Health Share of any assignment or transfer of interest will be deemed to create any obligation of Health Share in addition to those set forth in this Agreement.
- 21. **Subgrants.** Grantee will not subgrant any portion of the grant funds awarded under this Agreement without the prior written consent of Health Share.
 - a. In the event that Health Share consents to Grantee's subgranting all or any portion of the grant funds to a third party, the following conditions will apply:
 - i. Grantee will remain responsible for all obligations under this Agreement;
 - ii. Grantee will include all requirements of this Agreement in each subgrant, and will be responsible for the performance of Grantee's subgrantees; and
 - iii. Grantee will supply Health Share with a copy of each subgrant upon request.
 - b. Health Share by this Agreement incurs no liability to third persons for payment of any grant funds provided under this Agreement to Grantee.
- 22. **Informal Dispute Resolution.** The parties will use the following procedure if Grantee has complaints or concerns regarding this Agreement:
 - a. Grantee may contact Health Share to informally discuss Grantee's complaints or concerns.

- b. If the matter remains unresolved after the informal discussion, Grantee may submit a letter or other documentation to:

Health Share of Oregon
Attn: Chief Executive Officer
2121 SW Broadway, Suite 200
Portland, Oregon 97201

setting forth Grantee's complaints or concerns. Within ten (10) business days of receiving Grantee's letter, Health Share will contact Grantee and attempt to resolve the matter.

- c. If the matter remains unresolved, Grantee may submit a letter or other documentation to the CEO setting forth Grantee's complaints or concerns. The CEO or the CEO's designee will contact Grantee promptly and attempt to resolve the matter.
 - d. If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties. Parties will share equal responsibility for cost associated with mediation.
 - e. Nothing in this paragraph will affect either party's rights or obligations under this Agreement.
23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all counterparts together will constitute one and the same instrument.

Exhibit A
Statement of Work

Project Description

The local public health administrators in Clackamas, Multnomah, and Washington Counties and Health Share of Oregon have identified a mutually beneficial partnership that will address vaccine hesitancy across the Tri-County area and create a culture of prevention. Over the next two years (2019-2020), Tri-County Public Health and Health Share (the Partnership) will collaborate to design and implement a multifaceted community mobilization initiative targeted towards shifting perception and behavior relating to childhood vaccines and ultimately increasing childhood immunization rates.

Project Goals Clackamas County goal is to increase awareness and decision to vaccinate in our communities.

- Design and implement multifaceted community initiatives, with the purpose of influencing vaccine perception and behavior
- Advocate for supportive protocols that promote and reward provider immunization practice improvement utilizing the AFIX program model
- Convene a group of stakeholders to discuss the feasibility of removing the non-medical exemption option for children entering school and child care in Oregon State Law

Project Reporting

Grantee shall submit quarterly progress reports to Health Share of Oregon outlining the following:

- Update on key activities from Section 2. Project Goals
- Narrative summary on accomplishments and challenges related to Section 2. Project Goals
- Narrative summary on key learnings and outcomes of the project oversight committee
- Other reports or contributions to reporting and data as requested

Reporting Period	Report Due
January – March 2019	April 15, 2019
April – June 2019	July 15, 2019
July – September 2019	October 15, 2019
October – December 2019	January 15, 2020
January – March 2020	April 15, 2020
April – June 2020	July 15, 2020
July – September 2020	October 15, 2020
October – December 2020	January 15, 2021

Exhibit B
Budget

Project: Vaccine Hesitancy Partnership
Funding Period: 1/01/2019 - 12/31/2020

Project Code: 360091

Activity	Amount Awarded
Project administration and oversight	\$ 67,500.00
TOTAL	\$ 67,500.00

Exhibit C
Complete Project Plan

I. Project Synopsis

The local public health administrators in Clackamas, Multnomah, and Washington Counties and Health Share of Oregon have identified a mutually beneficial partnership that will address vaccine hesitancy across the Tri-County area and create a culture of prevention. According to the World Health Organization (WHO), “vaccine hesitancy refers to delay in acceptance or refusal of vaccines despite availability of vaccination services. Vaccine hesitancy is complex and context specific varying across time, place and vaccines. It includes factors such as complacency, convenience and confidence.”¹

Over the next two years (2019-2020), Tri-County Public Health and Health Share (the Partnership) will collaborate to design and implement a multifaceted community mobilization initiative targeted towards shifting perception and behavior relating to childhood vaccines and ultimately increasing childhood immunization rates.

In support of the project aim, the Partnership will promote and advocate for childhood vaccination as recommended by the Centers for Disease Control & Prevention. Subsequent to the discovery phase, and based on qualitative and quantitative data, the age range of the target population may expand, and will be reflective of immunization disparities within the Tri-County area. At this point in time, for the purpose of the proposal, the project design will continue to highlight childhood vaccines. The Partnership will engage with experts representing public health communications strategy, existing vaccine advocacy (or education) groups, the parent community, the health care provider community, schools and early learning partners, and culturally specific groups representing populations that may be vaccine hesitant to both design and implement the vaccine hesitancy focused community mobilization initiative and to create a platform for policy advocacy.

It will be particularly important to involve culturally specific representatives as well as other groups already engaged in similar work from project inception to inform and influence project design and execution for success in populations where historic distrust of government and the medical system may exist.

II. Background & Context

Although Oregon’s two-year old immunization rates (full series) have continued to increase year after year, going from 60% in 2014 to 68% in 2017, the State average is still well below the recommended safety threshold of 80% to prevent disease outbreaks. The Tri-County immunization rates (for children younger than school age) range from 80-89% (depending on the county and the individual vaccine). Vaccine hesitancy is a growing concern as evidenced in part by the non-medical vaccine exemption rates. The non-medical exemption rates (kindergarten) across Oregon

¹ World Health Organization. (2018, September 21). Addressing Vaccine Hesitancy. Retrieved from: https://www.who.int/immunization/programmes_systems/vaccine_hesitancy/en/

have risen sharply since 1999 and they continue to rise despite 2013 legislation (SB132) aimed at decreasing non-medical exemption. The 2017-18 non-medical exemption rates for Clackamas, Multnomah and Washington Counties respectively are 9.1%, 8.5% and 5.5%.

Health Share and the Public Health departments in the Tri-County area have a history of working together and this project presents a new opportunity for collaboration. This project would allow the Partnership to bring additional partners together around a common vision and funding to have collective impact on the current and future state of childhood immunization and prevention of infectious diseases.

III. Project Vision, Goal & Strategies

The longer-term *vision* from this project is to increase childhood immunization rates and change perception of the importance of vaccines as a method to prevent infectious disease and create healthy communities. The overarching *goal* during the project period is to increase awareness and possibly choice to vaccinate in target populations. Potential activities are outlined below under three (3) strategies. A detailed work plan and associated budget will be developed in the initial discovery period of the oversight committee.

Strategy #1: Design and implement multifaceted community mobilization initiatives, utilizing evidence-based and promising practices, targeted towards multiple audiences with the purpose of influencing vaccine perception and behavior.

Possible activities

1) Target audience – *parents/families*

- Identify & segment 1-3 target populations where quantitative data suggests that vaccine hesitancy and opportunity to influence exist
- Gather target population(s) voice to understand perspective; this may include groups who are vaccine hesitant for cultural, religious or social reasons, groups who are not aware of the importance of vaccine as prevention or groups who may prioritize vaccination if convenience is improved.
- Involve target population in design & delivery of types of outreach efforts, especially groups that may have distrust or suspicion of the government or medical community
- Identify effective methods for outreach rollout, relying on community systems and networks to deliver outreach efforts
- Partner with local/regional parent, school, cultural and social groups (e.g. Boost Oregon, Oregon PTA, OR Association for Education of Young Children, IRCO, Coalition of Communities of Color, Unite Oregon, Oregon Health Equity Alliance)
- Execute identified outreach methods of delivery via network of partners assembled as part of oversight committee
- Evaluate results based on evaluation plan

2) Target audience – *health care providers*

- Identify & segment health care provider population using available data (state public health/AFIX data and regional payer data, other sources)
- Gather health care provider voice to understand provider perspective and need for support around practice change/improvement and supporting vaccine hesitant families
- Involve provider community in focus area and initiatives/outreach/message design & delivery
- Identify effective methods for campaign rollout to providers, including AFIX quality improvement program
- Partner with key stakeholders to influence provider community (OHA PHD Immunization program, OHA Health Policy & Analytics, provider professional associations - Oregon Pediatric Society, Oregon Association of Family Physicians, Oregon Nurses Association, Oregon Primary Care Association, health systems serving Tri-County)
- Execute identified outreach methods of delivery

Strategy #2: Advocate for a supportive policy that promotes and rewards provider immunization practice improvement utilizing the AFIX program model

Planned activities

- Identify policy levers and relevant policy landscape to identify feasible actions for influence on provider immunization practice behavior/performance
- Vet and prioritize organizational/institutional policy levers and public policy opportunities with partners
- Develop policy recommendations and associated advocacy plan
- Execute 1-2 policy-related activities and/or advocacy plan

Strategy #3: Convene a group of stakeholders to discuss the feasibility of removing the non-medical exemption option for children entering school and child care in Oregon State Law

Planned activities

- Review other non-medical exemption state law
- Review effectiveness of state law on immunization rates and controlling preventable infectious diseases
- Develop draft policy recommendations and associated advocacy plan

IV. Oversight & Implementation

Leadership from each member of the Partnership will assign one (1) member to serve as the official representative and point person for the project *oversight committee*. Clackamas County and Health Share will each assign an oversight committee representative who will serve in a lead role and serve as the *co-project administrators* to assure progress toward goals. The oversight committee will also include representatives from *essential partner groups* as outlined in section V. Participation in activities of the oversight committee is not restrictive - additional staff and partners with needed expertise will and may participate in design and implementation of the project.

The oversight committee will convene initially and throughout the project to collaboratively design, plan, and execute all aspects of project strategies. The oversight committee will define and determine best structure and processes for accomplishing work toward articulated vision, goals, and strategies, including developing a work/execution plan and evaluation plan.

V. Essential Partnerships

The Partnership will identify and recruit additional key partners to join the project oversight committee and participate in all aspects of the project design and implementation. The essential partnerships include:

Public communications group/firm: Expert support from firm to design, plan and execute targeted outreach campaign and facilitate beginning-to-end process

Organization representing parent community: Expert opinion and support to inform the design, planning and execution of overall project (including both campaign and policy components)

Organization(s) representing cultural communities: Expert opinion and support to inform the design, planning and execution of overall project (including both campaign and policy components)

Organization representing provider community: Expert opinion to inform the design, planning and execution of targeted outreach, specifically to health care providers

Organization representing school health: Expert opinion to inform the design, planning and execution of overall project (including both campaign and policy components)

VI. Measurement & Evaluation

The project oversight committee will design an evaluation plan to measure anticipated success of the project accounting for timeline, available data and resources available to evaluate project activities, outcomes, and product development. Potential measures of success could include:

(Process measures)

- # of partners participating/engaged
- Formation of a coalition
- Reach - # of individuals touched via any outreach method
- # of earned media
- Click through rate
- # of policy opportunities prioritized and acted upon
- Legislative/administrative bill proposal developed (Outcomes measures)
- Change in perception of target population(s)
- Change in vaccination rates in target population(s) pre/post campaign

(Product Development)

- Toolkit for addressing vaccine hesitancy
- White paper(s) – including overview of project development, implementation and assessment (e.g. lessons learned)

VII. Project timeline

Q1 2019	Q2 2019	Q3-4 2019	Q1-2 2020	Q3-4 2020
<ul style="list-style-type: none"> • Partner recruitment • Discovery phase (examination of existing data & best/promising practices) • Work plan & evaluation plan creation • Baseline measurement for evaluation 	<ul style="list-style-type: none"> • Research/data collection to inform community mobilization initiative (survey, focus groups, interviews) • Identify policy levers & feasibility • Campaign/outreach methods design 	<ul style="list-style-type: none"> • Community mobilization initiative • Phase I campaign/outreach execution • Plan for policy advocacy work 	<ul style="list-style-type: none"> • Phase II campaign/outreach execution • Implement policy advocacy • Collect/analyze needed mid-point data for evaluation 	<ul style="list-style-type: none"> • Phase III campaign/outreach execution • Policy advocacy • Project wrap-up & future planning • Collect/analyze data for final evaluation

VIII. Funding allocations

The total amount of funding proposed for this project is \$450,000 over the 2 year project period. Of this amount, Health Share will distribute \$67,500 to Clackamas County for project administration and oversight. Health Share will set aside the remaining \$412,500 to be used toward contracted partnership support as described below.

Category	Description	Amount or in-kind
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<p>Project administration & oversight</p>	<p>One appointed project lead to assure deliverables and progress toward project goals. This amount will also include any contract administration activities.</p> <p>Participation from each of three public health departments and Health Share in oversight committee</p>	<p>\$67,500</p> <p>In Kind</p>
<p>AFIX policy support & technical assistance provision</p>	<p>Existing government relations/affairs group from the Partnership will identify policy levers and create advocacy plan to support the LPHD accountability re: AFIX with OHA. The policy advocacy work (strategy 2) will support the efforts of LPHDs in working with providers in immunization quality improvement.</p> <p>The method and plan for AFIX technical assistance provision across the three LPH entities will be in partnership with OHA, Health Share, and possibly others and may vary based on unique county needs.</p>	<p>In-kind</p> <p>TBD</p>

Contracted partnership support	<i>Public communications group/firm:</i> Expert support from firm to design, plan and execute targeted outreach campaign and facilitate beginning-to-end process	Up to \$270,000
	<i>Organization representing parent community:</i> Expert opinion and support to inform the design, planning and execution of overall project (including both campaign and policy components)	Up to \$45,000
	<i>Organization(s) representing cultural communities:</i> Expert opinion and support to inform the design, planning and execution of overall project (including both campaign and policy components)	67,500
	<i>Organization representing provider community:</i> Expert opinion to inform the design, planning and execution of targeted outreach, specifically to health care providers	In Kind
	<i>Organization representing school health:</i> Expert opinion to inform the design, planning and execution of overall project (including both campaign and policy components)	In Kind
	<i>Organization representing early learning community:</i> Expert opinion to inform the design, planning and execution of overall project	In Kind

DRAFT

Approval of Previous Business Meeting Minutes:

November 29, 2018

December 6, 2018

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at <https://www.clackamas.us/meetings/bcc/business>

Thursday, November 29, 2018 – 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the Board would recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item and she introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY CONSENT AGENDA

Chair Bernard asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Reynolds Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

1. Approval of Amendment No. 3 to the Financial Consulting Service Contract with David Paul Rosen & Associates (DRA) for Financial Advisory Services
2. Approval of a Construction Contract with North Pacific Construction & Remodeling, Inc. for the Repair and Modernization of a Public Housing Duplex
3. **Board Order No. 2018-115** and Resolution No. 1934 Delegating Contract Signing Authority for the Director of the Housing Authority of Clackamas County

Chair Bernard announced the Board will Adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

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

1. A Historical Presentation from John McLoughlin
Doug Neeley as John McLoughlin spoke about the history of Clackamas County from its beginnings in 1883 until his death in 1857.

~Board Discussion~

III. CITIZEN COMMUNICATION

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

1. Rob May, Molalla – concerns regarding a hemp farm near his home.
2. Dale Giese, Molalla - concerns regarding a hemp farm near his home.

3. Virginia Reding, Molalla - concerns regarding a hemp farm near his home.
4. Monica Giese, Molalla - concerns regarding a hemp farm near his home.
5. Don Kingsborough, West Linn – gave the Board a report on Grange activity throughout the County. He also invited the Board to several events happening at Granges in the next month. He introduced Maryssa Yager from Warner Grange.
6. Maryssa Yager, Canby – on Dec. 20th she will be receiving an award from the national Grange association for the youth project of the year for the Cuddle Cots fund. She explained the project to the Board.
7. Roy Burge, Milwaukie – Overland Park Coalition – noxious weeds near Johnson Creek near Bell Ave. Would like the County to stop this weed.
8. Clair Coy, Gladstone – first BCC meeting she has attending and appreciates the evening meeting. Hopes the BCC sends a vehicle registration fee to the voters.
9. Les Poole, Gladstone – please make sure any meetings or outreach regarding the vehicle registration fee has plenty of public notice, it is crucial that folks know about these meetings. Looking for space to help assemble 450 food and gift boxes for needy.

~Board Discussion~

IV. CONSENT AGENDA

Chair Bernard the Clerk to read the consent agenda by title, then asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the consent agenda.

Commissioner Schrader: Second.

~Board Discussion~ Commissioner Savas acknowledged his support of consent item V.1.
all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval of Amendment No. 14 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*
2. Approval of Amendment No. 2 to an Intergovernmental Agreement with the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) – *Social Services*
3. Approval of Amendment No. 3 to an Agency Services Contract with Catholic Community Services of Western Washington for Community-Based Emergency Department Crisis Stabilization – *Behavioral Health*
4. Approval of Amendment No. 2 to a Professional Services Agreement with Laboratory Corporation of America (LabCorp) for Laboratory Services for Clackamas County Health Centers Division (CCHCD) – *Health Centers*
5. Approval of Amendment No.1 to a Revenue Agreement with CareOregon for a Revised Dental Home Payment Model – *Health Centers*
6. Approval of a Revenue Intergovernmental Agreement between Children, Family & Community Connections and the State of Oregon Housing and Community Services for Weatherization Services – *Children, Family & Community Connections (formerly Children, Youth & Families)*

7. Approval of an Intergovernmental Agreement with Multnomah County for Billing Support Services for Authorizations and Claims – *Behavioral Health*

B. Department of Transportation & Development

1. Consent to the Annexation of a Portion of SE Darrow Road to the City of Estacada
2. Approval of Amendment No. 2 to the Local Agency Agreement No. 29634 with Oregon Department of Transportation for the Sunnyside Road Adaptive Signal System Project

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. **Board Order No. 2018-116** Approving the Cancellation of Delinquent Manufacture Structure Personal Property Tax Accounts – *Assessor's Office*
3. **Board Order No. 2018-117** Approving the Cancellation of Delinquent Business Personal Property Tax Accounts – *Assessor's Office*
4. **Board Order No. 2018-118** Approval of the Clackamas County Jail Population Control Plan

D. Disaster Management

1. Approval of FY18 State Homeland Security Grant Program Agreement between Clackamas County and the State of Oregon for a Regional Fuel Shortage Plan for Disaster Planning

E. Business & Community Services

1. Approval of Amendment No. 3 to the Cooperative Intergovernmental Agreement between Clackamas County, the Library District of Clackamas County and the Library Cities
2. Approval of an Intergovernmental Agreement between Metro and Clackamas County Parks for the Development of the Cazadero Natural Area Master Plan

F. County Counsel

1. **Board Order No. 2018-119** Delegating Signing Authority for Contracts and **Board Order No. 2018-120** Delegating Signing Authority for Intergovernmental Agreements

V. LIBRARY DISTRICT OF CLACKAMAS COUNTY

1. Approval of Amendment No. 3 to the Cooperative Intergovernmental Agreement between Clackamas County, the Library District of Clackamas County and the Library Cities

VI. COUNTY ADMINISTRATOR UPDATE - None

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 7:17 PM

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, December 6, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader – *via telephone (*excused from meeting at 11:50am)*

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Ciaran Connelly, Portland – BNRG Pilot Agreements relating to Solar Panel Projects in Clackamas County.
2. Les Poole, Gladstone – Lions Club, thanks to AMR, opposition to tolling and the need for more evening business meetings.
3. Brainard Brauer, Oregon City – Traffic safety concerns on rural roads in the Redland area. Asked the Commissioner to revisit putting in a 35mph speed zone for the area and engage the entire community in the process.

~Board Discussion~

II. PUBLIC HEARINGS

1. **Board Order No. 2018-121** for Boundary Change Proposal CL 18-004, Annexation to Clackamas River Water

Ken Martin, Boundary Change Consultant presented the staff report.

Chair Bernard 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 Humberston: I move we approve the Board Order for Boundary Change Proposal CL 18-004, Annexation to Clackamas River Water.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

2. **Board Order No. 2018-122** for Boundary Change Proposal CL 18-005, Annexation to Clackamas County Service District No. 1

Ken Martin, Boundary Change Consultant presented the staff report.

Chair Bernard 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 Humberston: I move we approve the Board Order for Boundary Change Proposal CL 18-005, Annexation to Clackamas County Service District No. 1.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

3. **Board Order No. 2018-123** for Boundary Change Proposal CL 18-008, Annexation to Clackamas County Service District No. 1

Ken Martin, Boundary Change Consultant presented the staff report.

Chair Bernard 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 Savas: I move we approve the Board Order for Boundary Change Proposal CL 18-008, Annexation to Clackamas County Service District No. 1.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

4. **Board Order No. 2018-124** for Boundary Change Proposal CL 18-009, Annexation to Clackamas County Service District No. 1

Ken Martin, Boundary Change Consultant presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak.

1. Les Poole, Gladstone – Had Concerns about access for growth in the rural areas

~Board Discussion~

Chair Bernard closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas: I move we approve the Board Order for Boundary Change Proposal CL 18-009, Annexation to Clackamas County Service District No. 1

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: phone connection issues – no vote from MS.
Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

5. **Board Order No. 2018-125** for Boundary Change Proposal CL 18-011, Annexation to Tri-City Service District

Ken Martin, Boundary Change Consultant presented the staff report.

Chair Bernard 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 Humberston: I move we approve the Board Order for Boundary Change Proposal CL 18-011, Annexation to Tri-City County Service District.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

6. **Resolution No. 2018-126** for a Clackamas County Supplemental Budget (Greater than 10% and Budget Reduction) for Fiscal Year 2018-2019

Christa Wolfe, Finance presented the staff report.

~Board Discussion~

Chair Bernard 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 Humberston: I move we approve the Resolution for a Clackamas County Supplemental Budget Greater than 10% and Budget Reduction for Fiscal Year 2018-2019

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

III. PUBLIC DISCUSSION ITEM

Chair Bernard announced the Board would recess as the Board of County Commissioners and convene as the North Clackamas Parks & Recreation Board of Directors for the next item.

NORTH CLACKAMAS PARKS & RECREATION DISTRICT

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

1. North Clackamas Parks & Recreation District (NCPRD) Communication Plan Update
Scott Archer, NCPRD presented the staff report including a PowerPoint presentation.

~Board Discussion~

Chair Bernard announced this is a public discussion item. He also noted the Board will not take any action on this item. He then opened the discussion for citizen comment.

1. Grover Bornefeld, Jennings Lodge – Wanted to ensure that there is citizen inclusion about the future of the district and taxpayers are also included in the conversations.
2. Jan Carothers, Jennings Lodge – Appreciates the work NCRPD is doing but wanted more meetings and asked about the timeline for the court case and costs to maintain Happy Valley Parks.

Scott Archer, NCPRD gave a clarification on how the parks are maintained and funded.

Stephen Madkour, County Counsel gave an update on the court proceedings and timeline.

3. Jan Albrecht, Happy Valley – Discussed the importance of the NCPRD activities for citizens for health and wellness.
4. Wilda Parks, Milwaukie – Gave thanks for the community meetings and discussed the partnership with the parks and encourage people to connect and stay informed.
5. Anna Hoesly, Milwaukie – Shared interactions that she has had with different people in the district and said more outreach is needed. She also mentioned the long term impacts on the district.

~Board Discussion~

*Commissioner Schrader excused herself from the meeting to participate in another meeting.

Chair Bernard thanked everyone for coming and sharing their views. He then closed the public comment.

Chair Bernard announced the Board would adjourned as the Board of Directors for the North Clackamas Parks & Recreation and reconvene as the Board of County Commissioners for the remainder of the meeting.

IV. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Chair Bernard Aye – the Ayes have it, the motion carries 4-0.

A. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement between Clackamas County and the City of Molalla to Transfer Permitting Authority and Maintenance Responsibility for a Portion of S. Ona Way (County Road #1303, DTD #52003) to the City

B. Finance Department

1. **Resolution No. 2018-127** for a Clackamas County Supplemental Budget (Less than 10%) for Fiscal Year 2018-2019
2. **Resolution No. 2018-128** for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2018-2019
3. **Resolution No. 2018-129** for Clackamas County for Transfer of Appropriations for Fiscal Year 2018-2019

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of a Contract Agreement with NaphCare Inc. for Medical Staffing at the Clackamas County Jail – *CCSO via Procurement*

V. ENHANCED LAW ENFORCEMENT DISTRICT

1. **Resolution No. 2018-130** for an Enhanced Law Enforcement District Supplemental Budget (Less than 10%) for Fiscal Year 2018-2019

VI. COUNTY ADMINISTRATOR UPDATE

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

The following items were approved and signed by Don Krupp, County Administrator during the period of November 13, 2018 – November 22, 2018 - In accordance with Clackamas County Code, Appendix C-104. This action was necessary due to the cancellation of the Nov. 15th & 22nd Business meetings.

	DEPARTMENT	ITEM
1	H3S 11-16-18	Approval to Accept the Award for Opioid Affected Youth Initiative through the Office of Juvenile Justice and Delinquency Prevention
2	BCS <i>Via Procurement</i> 11-16-18	Approval of a Professional Service Contract between Business and Community Services and DECA, INC, dba DECA Architecture Inc. for the 3D Design Project (RFP) 2018-70
3	WES <i>Via Procurement</i> 11-16-18	Approval of Amendment No. 3 to the engineering services contract between Water Environment Services and MurraySmith, Inc. for the Hoodland Modernization Project
4	WES <i>Via Procurement</i> 11-16-18	Approval of a Public Improvement Contract between Water Environment Service and Michels cooperation for the Collection System Rehab Sanitary Sewer Mainline
5	DTD <i>Via Procurement</i> 11-16-18	Authorization to purchase 2 caterpillar 918M Loaders from Peterson Caterpillar for the Department of Transportation & Development

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED at 12:12pm

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



OFFICE OF THE COUNTY ADMINISTRATOR

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

January 10, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract with Managing Results, LLC to provide On-Call Strategic Planning and Performance Management Facilitation and Consulting

Purpose/ Outcomes	This contract will provide on-call strategic planning and performance management facilitation and consulting for the continued implementation of Performance Clackamas throughout the county.
Dollar Amount and Fiscal Impact	The contract value is \$360,000.00 over the life of the contract.
Funding Source	100-9110-431000-00572 General Fund
Duration	Contract signing through June 30, 2021
Previous Board Action	The Board of Commissioners has approved previous contracts for the initial implementation of Performance Clackamas.
Strategic Plan Alignment	This contract is to provide further assistance for Performance Clackamas. As such, it aligns with the whole of our strategic plan and strategic planning process.
Contact Person	Dan Chandler, Assistant County Administrator- 503-742-5394

BACKGROUND:

The County has been implementing Performance Clackamas, a results-based strategic planning and management program since 2014. The program is founded upon a managing for results model, and includes strategic business plans for all county departments, and the connection of performance information to the county budget.

Clackamas County would like to contract with Managing Results on an on-call basis for the continued development and implementation of Performance Clackamas. We anticipate that the contractor will assist with the remaining department strategic business plans, will assist in training county staff to serve as internal facilitators, and provide advice and consulting as needed.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on July 19, 2018. Proposals were closed on August 14, 2018 at 2:00PM. The County received 3 proposals: Bronner Group, Management Partners and Managing Results, LLC. Final evaluations determined that Managing Results, LLC, was the highest ranking proposer and could meet the needs of the County. The total contract amount is not to exceed \$360,000.00.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners, acting as the governing body of the County, approve and execute the Contract between Clackamas County and Managing Results, LLC, for the Performance Clackamas program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dan Chandler', is written over a horizontal line.

Dan Chandler, Assistant County Administrator

Placed on the Agenda of January 10, 2018 by the Procurement Division



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between **Managing Results, LLC**. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of the Office of the County Administrator.

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2021**. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: to provide **On-Call Planning and Performance Management Facilitations and Consulting**. ("Work"), further described in **Exhibit A**.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Three Hundred Sixty Thousand dollars (\$360,000.00)**, for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, D (RFP #2018-55) and E (Contractor's Proposal).

6. Contractor Data.

Name: Managing Results, LLC
Address: 21 Neville Way, Crested Butte, Colorado 81230
Contractor Contract Administrator: Jeremy Stephens
Phone No.: 865-567-5192
Email: jstephens@managing-results.com
MWESB Certification: DBE # MBE # WBE # ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)

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

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- 13. OWNERSHIP OF WORK PRODUCT.** Except as expressly set forth in the "Consulting Methodology Intellectual Property" section of Exhibit E hereto (which is incorporated by reference herein as if fully set forth), All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work

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

22. **NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
23. **TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
24. **FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
25. **FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
26. **WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
27. **COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
 - (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
 - (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.

(C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.


(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

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

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

Managing Results, LLC

 10/8/18
Authorized Signature Date

VP of Development and Operations
Name / Title (Printed)

1007314-96
Oregon Business Registry #

FLLC/Colorado
Entity Type / State of Formation

Clackamas County Board of County Commissioners

Chair Date

Recording Secretary Date

Approved as to Form:

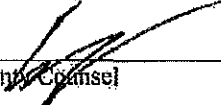
 10/9/18
County Counsel Date

EXHIBIT A
PERSONAL/PROFESSIONAL SERVICES CONTRACT

SCOPE OF WORK

Contractor shall provide on-call strategic planning and performance management facilitation and consulting as outlined in the Request for Proposal #2018-55 issued August 14, 2018, hereby attached and incorporated as **Exhibit D**; the contractors proposal hereby attached and incorporated as **Exhibit E**.

The services under this Contract are on an “on-call” or “as-needed basis,” no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

The County Contract administrator for this Contract is: Dan Chandler, Assistant County Administrator, 503-742-5394, dchandler@clackama.us.

CONSIDERATION

- a. Consideration Rates –Time and material as specified in Exhibit E hereby attached and incorporated by reference.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **Three Hundred Sixty Thousand dollars (\$360,000.00)**. Invoices shall be submitted to: Dan Chandler at 2051 Kaen Road, Oregon City, OR 97045 or via email at Dchandler@clackamas.us
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR
(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an "independently established business."

To qualify under the law, an "independently established business" must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

Exhibit D



REQUEST FOR PROPOSALS #2018-55

FOR

On-Call Strategic Planning and Performance Management Facilitation and Consulting

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: August 14, 2018

TIME: 2:00 PM, Pacific Time

PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045

SCHEDULE

Request for Proposals Issued.....	July 19, 2018
Protest of Specifications Deadline.....	July 26, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	August 7,, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	August 14, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Five (5) days from the Intent to Award
Anticipated Contract Start Date.....	September 3, 2018

TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work	6
Section 4 – Evaluation and Selection Criteria	9
Section 5 – Proposal Content (Including Proposal Certification).....	13

SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners on behalf of its County Administration Office, will receive sealed Proposals per specifications until **2:00 PM, August 14, 2018** (“Closing”), to provide on-call strategic planning and performance management facilitation and consulting. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work upon execution of a contract through June 30, 2021.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals may be emailed to procurement@clackamas.us or sent to Clackamas County at the above Kaen Road address.

Contact Information

Procurement Process and Technical Questions: George Marlton, gmarlton@clackamas.us, 503-742-5442.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County ("County") reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules ("LCRB") govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a "Notice of Intent to Award" letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date

on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

"This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide on-call strategic planning and performance management consulting services for various projects across Clackamas County which will be coordinated by the Office of the County Administrator.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County needs an on-call consultant to provide strategic planning and performance management assistance for departments within Clackamas County. Services would include but are not limited to, facilitation, consulting, training and preparation of templates and training materials as needed.

The County has been implementing Performance Clackamas, a results-based strategic planning and management program since 2014. The program is founded upon a managing for results model, and includes strategic business plans and dashboard for all county departments, and the connection of performance information to the county budget. You may find more information on Performance Clackamas at www.clackamas.us/performance and www.clackamas.us/budget

3.3. SCOPE OF WORK

3.3.1. Scope:

Clackamas County is requesting proposals from qualified, professional strategic planning and performance management experts. The purpose of this RFP is for continued development and implementation of Performance Clackamas, the County's strategic planning, performance management and budgeting program. Experience in the development and implementation of results-based performance management and strategic planning programs for government entities is required.

Services will include, but are not limited to, training, facilitation and provision of program materials for performance management, strategic planning and performance connected budgeting, including the following:

- Facilitation and development of county wide, departmental and organizational strategic plans.
- Consultation, training and facilitation of change management process, and revisions to existing plans and planning documents.
- Training in the use of performance data for management and budgeting communications and decision making.
- Consulting and guidance for county managers, supervisors and elected officials
- Preparation and guidance of plan templates, training materials and other plan-related documents.

- Guidance on integrating Performance Clackamas with accreditation standards and other performance management and accountability programs.

The selected firm(s) will meet with County staff to discuss and develop the scope of work for individual projects including concepts and strategies related to performance management.

3.3.2. Work Schedule:

Work schedules will vary based on project type and scope. The county will provide a request for each project or set of projects, and the Proposer will provide a proposal for each task, including scope of work, schedule, deliverables, and estimated fee.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2021**.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-20
Proposer's Qualifications	0-20
Project Understanding and Approach	0-30
Fees	0-20
References	0-10
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Proposer's Qualifications

Demonstrate capability to complete the requested services. Each response must list:

- An explanation describing how your firm can accommodate the type and level of tasks and activities assigned, including any limitations;
- Similar tasks and activities performed;
- If your firm has conducted similar projects with other governmental agencies; and
- The availability of your firm to perform activities and tasks identified in the Scope of Work for the duration of the contract term;

5.3. Project Understanding and Approach

Demonstrate a clear and concise understanding of the requested tasks and activities based on existing information.

- Describe experience in the development and implementation of results-based performance management and strategic planning programs for government entities.
- Address a general description of the project purpose and key issues. Discuss the approach your firm will use to perform and evaluate the tasks and activities identified in the Scope of Work.

5.4. Fees

Fees should be on a time and material basis. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2018-55 On-Call Strategic Planning and Performance Management and Facilitation and Consulting

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____

Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

Exhibit E



Clackamas County, OR

Request for Proposals #2018-55

for

**On-Call Strategic Planning and Performance Management
Facilitation and Consulting**

Due Date: August 14, 2018

Submitted By:

**Managing Results, LLC (MR)
'A Weidner Company'
21 Neville Way
Crested Butte, CO 8122**

Table of Contents

5.2 Proposer's General Background	3
Description of the Firm	3
Credentials/Experience of Key Individuals Assigned to the Project	3
Similar Services within the past (5) Years	7
Firm's Ability to Meet the Requirements in Section 3 of RFP.....	8
Distinguishing Characteristics of the Firm	8
5.3 Proposer's Qualifications	9
How Firm Can Accommodate the Type and Level of Tasks and Activities Assigned	9
Similar Tasks and Activities Performed.....	9
Similar Projects with Other Governmental Agencies	9
Availability of the Firm	10
5.3 Project Understanding and Approach.....	11
Experience.....	11
BCC Strategic Plan Review and Update Sessions.....	11
Departmental and Organizational Strategic Business Plans	13
Plan Updates and Revisions	17
MFR Training for Managers	19
Misc. Change Management Training Services for Staff and Elected Officials	20
Consulting and Guidance for County Managers, Supervisors and Elected Officials.....	20
Plan Templates, Training Materials and other Plan-Related Documents.....	21
Accreditation Standards and other Performance Management and Accountability Programs.....	22
5.4 Fees	23
5.5 References	26
5.6 Completed Proposal Certification.....	29
Certificate of Insurance.....	31
Consulting Methodology Intellectual Property	32

5.2 Proposer's General Background

Description of the Firm

Managing Results, LLC. (MR), established in 1998, exactly 20 years ago this month, is based on Managing for Results concepts developed by Marv Weidner who served as the Director of Policy and Strategic Planning for the State of Iowa. Created out of a strategic and operational government environment, MR's Managing for Results (MFR) methodologies and consulting services are delivered and continuously refined by the most senior and most successful team in this field.

Over the last 20 years, MR has delivered MFR consulting services to 75+ governmental jurisdictions, 1,800+ departments and 10,000+ operational programs from Alaska and Hawaii to New England, as large and complex as Maricopa County, AZ and the District of Columbia and as small as Gunnison County, CO and Cannon Beach, OR. MR customers annually budget over \$37 Billion connected to customer results.

MR's tools and methodologies are tailored to each organization's unique needs and organizational culture while incorporating best practices for strategic planning and implementation. MR's customers, past and present, have used these tools and methodologies to satisfy a wide array of external standards and requirements, including the federal OMB's standards of performance management and performance reporting, GASB, ICMA and GFOA's requirements for local and state governments. Customers, including Clackamas County, have received numerous awards from public sector organizations and associations in recognition of their accomplishments in planning, budgeting, performance measurement, performance reporting and achieving accountability, transparency and measurable results for customers.

The MR team includes some of the nation's foremost experts on strategic planning, business planning, performance budgeting and performance reporting in government. With successful experience working at the local, state and federal levels of government, the MR team provides unparalleled experience and the ability to respond quickly to the needs of MR's exclusively government customers. Over the last 20 years, local governments across the country have worked with MR to create and sustain results-based performance management systems and organizational cultures focused on results for customers.

Credentials/Experience of Key Individuals Assigned to the Project

The distinguishing characteristic of this MR proposal is the unique methodology and the exceptional depth of the Consultant Team's experience. MR's team includes individuals who have themselves had the specific responsibility for designing and implementing Managing for Results in their own government positions and who have provided similar services to dozens of customer jurisdictions, including Clackamas County.

**Note: Consultant Team resumes in their entirety are available upon request.*

- Marv Weidner – Founder and CEO

Marv Weidner has a background of more than 20 years of senior government experience. His last position was Director of Policy and Strategic Planning for the State of Iowa where he led the Governor's Managing for Results efforts that included the development of agency and enterprise strategic planning, performance budgeting and performance accountability systems. For five years prior, Marv was the head of economic assistance policy and led Iowa's highly successful welfare

reform initiative. In his first ten years in state government he led Iowa's innovative refugee resettlement program, recognized by the State Department as the best in the nation.

Marv founded Managing Results in 1998 and has since led engagements with 75+ jurisdictions across the country delivering strategic planning and performance management products and services. Marv has been the lead consultant for numerous enterprise-wide Managing for Results and cultural change initiatives in some of the nation's best-managed governments. Marv's team has successfully helped some of America's best managed governments build a fully integrated management system that integrates strategic planning, program performance, accounting, program-structured/performance-informed budgeting, and individual performance planning. Using MR methodologies, MR's customers now repurpose over \$37 Billion in annual budgets on results for customers. And likewise, Marv and his team have served some very challenged governments.

In addition to being the lead on the vast majority of MR engagements, Marv has often been asked to keynote, chair and sponsor national conferences and speak to various graduate level classes. His workshops on Cultural Change Management, Performance Budgeting and Integrated Management Systems Focused on Results and Continuous Improvement consistently receive excellent ratings by participants.

- *Jeremy Stephens – VP of Development and Operations/Senior Consultant*
Jeremy Stephens is the VP of Development and Operations as well as a Senior Consultant for Managing Results, LLC (MR). He has over 15 years experience working in performance management in both the public and private sectors.

In addition to being lead in all of MR's systems implementation projects, Jeremy's role in co-leading Nashville-Davidson County's Strategic Planning/Performance Based Budgeting project and his subsequent 10 years with MR has given Jeremy the opportunity to become a recognized expert in Strategic Planning and Performance Based Budgeting. As a Senior Consultant for MR, Jeremy has facilitated strategic plans and delivered MFR services in Clackamas County, OR, El Paso, TX, Las Cruces, NM, Arvada, CO, Gahanna, OH, Savannah, GA, Maricopa County, AZ, and the ADAMH Board of Franklin County, OH.

Prior to joining MR, Jeremy worked for three years as the Director of Strategic Planning and Performance Management for Ticketmaster Entertainment's online marketing and branding company Echo. While at Echo he spearheaded the company's first comprehensive strategic business planning initiative and managed all aspects of the company's performance reporting that encompassed both internal metrics and metrics pertaining to the company's 250+ entertainment industry clients.

Before joining Ticketmaster in 2007, Jeremy served as the Performance Management Coordinator for the Metropolitan Government of Nashville and Davidson County. During his 5 year tenure at Metro Nashville, he helped drive the government's pioneering deployment of Managing for Results through the facilitation of 20+ departmental Strategic Business Plans as well as providing critical consultation, training and technical assistance across all facets of Managing for Results.

Jeremy is a recognized conference speaker and has had the opportunity to present at a variety of conferences – including GFOA, the Advanced Learning Institute, and the Performance Institute – to

share the lessons learned from his experiences creating and implementing strategic plans and performance budgets.

- *Charles Curry – Senior Consultant*

Charles Curry is a Senior MR Consultant with 27 years of senior government experience. He served as the Budget Officer for the City of Austin, Texas for twelve years. In that capacity he was the principal champion of the City's well-known Managing for Results effort, which received an A- from Governing Magazine's Government Performance Project. As the Budget Officer, he provided the organizational leadership that made it possible for the City to begin designing its Managing for Results system in December of 1998 and to then present a fully integrated Performance Budget to the City Council in early summer, 1999, with every city department presenting a strategic business plan organized around both strategic and business results and budgeted accordingly by activities. Charles created several strategic corporate level processes that helped City managers internalize Managing for Results, such as the Corporate Review and the executive performance appraisal process.

Charles is a well-known national speaker, speaking regularly for professional organizations, including GFOA. He is an educator on Managing for Results and has taught in the graduate program in Public Administration at Southwest Texas State University in San Marcos and the graduate program in Human Services at St. Edwards University in Austin. Before coming to Austin, Charles was the City Manager in Orange, Texas. Charles was the Project Director for MR's project with the District of Columbia and he was the lead for Budget Implementation in the Metro Nashville Managing for Results project. Charles is MR's in-house budgeting expert and continues to bring extensive knowledge to all of MR's projects, including the Federal Highway Administration, US Forest Service, City of Long Beach, CA, Los Alamos County, NM, Las Cruces, NM, Oklahoma City, OK, Pinal County, AZ, and the State of New York.

- *Paula Swenson – Senior Consultant*

Paula Swenson is a Senior MR Consultant and has 16 years' experience in city and county government. She served two terms as a City of Gunnison, Colorado Council Member and served as a Gunnison County, Colorado Commissioner from January 2005 through December 2016. In that capacity, she was a principal champion of the County's well-known Managing for Results efforts that includes a County Strategic Plan, Implementation Plan, Department Strategic Business Plans and a Performance Budget that links resources to results for customers. Through the strategic and results-oriented planning with Managing for Results, she led her community to successful achievements ranging from new facility construction projects (without raising taxes) to performance-based budget management that continues to receive achievement awards.

Her leadership of the local Tourism Association, the Rural Transportation Authority and the Regional Housing Authority also to a Managing for Results model, brought successes to each of these entities. She is well known for her do attitude and abilities to bring diverse opinions together. She understands that the Managing for Results model ensures well thought out decision making processes elected officials can utilize to achieve success for their community while limiting the push and pull of conflicting interests.

Paula has facilitated strategic plans and delivered MFR services in Las Cruces, NM, Savannah, GA, Grand County, CO and Clackamas County, OR.

- Michael Calderazzo- Senior Consultant

Mike Calderazzo is Senior MR Consultant and has 23 years of local government experience, primarily in the fire service. Currently, he serves as the Fire Chief of Boulder, CO, after serving 2 years as its Deputy Chief of Emergency Services.

Before becoming Deputy Chief of Emergency Services in Boulder, CO, Mike spent 21 years as a firefighter with the City of El Paso, TX, working through the ranks from firefighter to Assistant Chief of planning and technical services. As a senior member of the El Paso Fire Department, Mike led the department's accreditation team during El Paso's Managing for Results initiative in 2012. In addition to his present operational duties with Boulder Fire, Mike continues work with the Center for Public Safety Excellence, where he has participated as a Level 1 Peer Assessor for accreditation since 2009.

While in El Paso, Mike was trained by Marv and Marty Weidner as an internal Facilitator of Department Strategic Business Plans and has facilitated Strategic Business Plans and delivered MFR services in Orange County, FL, Maricopa County, AZ, Gunnison County, CO and Las Cruces, NM.

- Aaron Huckstep- Senior Consultant

Aaron Huckstep ("Huck") is a Senior Consultant for Managing Results, LLC (MR) and founder of Badger Enterprises, LLC. He is also the founder of Huckstep Law, LLC, a business, real estate and land use firm founded in 2011.

Huck served two terms as Mayor of the Town of Crested Butte, Colorado, from November 2011 to November 2015. During his tenure, he worked diligently to strengthen relationships between Crested Butte, Mt. Crested Butte and Crested Butte Mountain Resort, and to proactively address issues facing the Town. Huck is a past Board President of the Colorado Association of Ski Towns and also served as the Chairperson of Crested Butte's local organizing committee for the USA Pro Cycling Challenge in 2011, 2012 and 2014. As a Gates Family Foundation Fellow, Huck was selected to attend an Executive Education program at Harvard's Kennedy School in 2015. In addition to his public service commitments, Huck's professional career is extensive. He practiced as a CPA until 2003, when he turned his focus to the practice of law. Huck's firm is based out of Crested Butte but serves clients throughout Colorado on a wide variety of disciplines including business, real estate and land use matters. Personally, Huck is an avid mountain biker and skier, and enjoys exploring the Rocky Mountains in every season.

Huck has facilitated Strategic Plans and delivered MFR services in Grand County, CO, Cannon Beach, OR and Clackamas County, OR.

- Cheryl Feldman- Senior Consultant

Cheryl Feldman is a Senior MR Consultant and with 10 years of experience in municipal government with the City of El Paso, TX. She served for two years (2012-2014) as the Strategic Planning Coordinator for the Office for Management and Budget using the MFR methodology. During that time, she was the Lead Facilitator or a co-facilitator for the creation of 23 departmental Strategic Business Plans and coordinated efforts to monitor, maintain, update and add programs to the Departments Strategic Business Plans as needed. In addition to her role coordinating the City's strategic business planning efforts, Cheryl also assisted Department Managers and their Budget Analysts in establishing program and division codes for their performance budget.

Cheryl has facilitated strategic plans and delivered MFR Services in El Paso, TX and Las Cruces, NM.

Similar Services within the Past (5) Years

Below are five examples of MFR enterprise-level engagements that are similar to the services outlined in the RFP. Many of the examples align with the references provided in Section 5.5.

- Clackamas County, OR: In 2014, MR facilitated the County Commissioners of Clackamas County, OR to develop a measurable, results-oriented, County Strategic Plan. Additionally, in 2017 MR helped facilitate a review and update of the County Strategic Plan. The County's Strategic Plan is the cornerstone of its Managing for Results initiative 'Performance Clackamas' that also includes MR facilitated Department Strategic Business Plans, a Program Structured Performance Based Budget, Performance Reporting and change management training focused on using performance information to manage and tell the story of impact for the customer. Over the last 2 years, MR has continued to work with Clackamas County on an as-needed basis providing plan updates, plan facilitations and change management training.
- Gahanna, OH: In February 2016, MR facilitated the City Council and Senior Leadership of Gahanna, OH to develop a measurable, customer-focused and results-oriented City Strategic Plan. The City's Strategic Plan is the cornerstone of its new performance initiative entitled 'Go Forward Gahanna.' The City engaged MR to work further with Departments to create a detailed Implementation Plan for the City Strategic Plan. In the Spring of 2018, MR was asked to begin assisting the City in facilitating and updating several Department Strategic Business Plans.
- Gunnison County, CO: Gunnison County began their Strategic Planning with MR in 2008 and has continued with their Managing for Results initiative since that time. As an example of how the process and plan continues to provide value after the initial engagement, the County Commissioners of Gunnison County, with MR assistance, have updated the County Strategic Plan four times since 2008 (2009, 2011, 2013 and 2015) to ensure that issues on the horizon are considered and new priorities have customer-focused strategic goals attached to them so that success is defined and results are achievable. Gunnison engaged MR to facilitate Department Strategic Business Plans for each department and aligned those plans with the County's budget. Gunnison produced a performance-based budget and has used performance budgeting with great results. MR continues to work with Gunnison County on an as-needed basis providing plan updates, plan facilitations, change management training and other custom consulting services. For example, in July 2018, MR was asked to help create a Strategic Plan for the Multicultural resource service within the County's HHS Department.
- Las Cruces, NM: Beginning in May 2017, Las Cruces, NM partnered with MR to develop a City Strategic Plan focused on delivering measurable and meaningful results for the community. MR facilitated the City Council and Senior Leadership to develop a measurable, customer-focused and results-oriented City Strategic Plan. The City's Strategic Plan is the cornerstone of its Managing for Results initiative 'PEAK Performance' that also includes MR facilitated Department Strategic Business Plans, a Program Structured Performance Based Budget (to be presented in FY19-20) and change management training focused on using performance information to manage and tell the story of impact for the customer.

- Maricopa County, AZ: Beginning in 2000, Maricopa partnered with MR to develop their Strategic Planning and Performance Budget system (MFR). Maricopa continues to use the managing for results approach MR provided 18 years ago. Most of the Strategic Planning for the County's 50+ departments was completed and the plans were integrated with the budget all within 2 years. However, Maricopa engages MR on an as-needed basis to help on specific projects related to MFR. Most recently, in the fall of 2016, MR provided facilitation services in Maricopa for the County's Air Quality and Correctional Health Departments as well as provided capacity building/facilitator training for a select group of County employees.

Firm's Ability to Meet the Requirement in Section 3 of the RFP

MR was founded and based on Managing for Results (MFR) concepts. Over the last 20 years, MR has provided MFR services to 75+ government customers. The services outlined in Section 3 of this RFP are the services that MR has provided to its customers, including Clackamas County, over the last 20 years.

Since 2014, MR has delivered MFR services to Clackamas County and also experienced a good working relationship with County Leadership and Staff as it relates to the scheduling of work and contract management.

Clackamas County has been the highest priority customer for MR since we began working together and will continue to be so going forward. MR is committed to Clackamas County's success and stands ready and able to meet the requirements in Section 3 of this RFP.

Distinguishing Characteristics of the Firm

Since 1998, MR has successfully helped some of America's best managed governments develop, implement and sustain fully integrated management systems so that using performance information to make decisions becomes 'how they do business' vs. just another exercise. MR's performance management framework supports the dynamic needs of executives and staff – it is replicable, scalable and sustainable. Thus, the processes and services delivered are intentionally embedded in the governments' organizational operations to build internal capacity and ensure the work that is done today by MR can be delivered in the future by the government and its employees. As an example, MR projects with Maricopa County, AZ and the City of Austin, TX are award-winning systems that have 18 and 20 years, respectively, of successful, continuous use.

That is the goal of *Performance Clackamas* and has thus far led to the development of a County-wide Strategic Plan, Department Strategic Business Plans, a performance-based budget and performance data collection and reporting so the County can improve customer service, customer experience and trust with the community it serves.

In 2014, MR began its partnership with Clackamas County. Over the course of the last 4 years, MR Consultants have worked alongside Clackamas County leadership and staff to design the *Performance Clackamas* initiative, develop jurisdictional and departmental strategic plans, assist the County in transitioning to a performance-based budgeting approach, and provide training on how to make the use of performance information "how we do business" in Clackamas County.

MR has delivered those "Strategic Planning and Performance Management Facilitation and Consulting" products and services that have been needed thus far in the development and implementation of *Performance Clackamas*. Given our experience with other jurisdictions and specifically Clackamas

County, moving forward we believe we are uniquely qualified to continue to deliver those services (and others) on an as-needed basis.

5.3 Proposer's Qualifications

How Firm Can Accommodate the Type and Level of Tasks and Activities Assigned

MR always has multiple, ongoing MFR projects occurring simultaneously. That has been true throughout our 20 years in business and throughout our engagement with Clackamas County. We have always been able to accommodate Clackamas County's timelines for completing work and will continue to do so in the future. We will continue to make Marv Weidner and MR's Senior Consultants available to Clackamas County to accomplish the tasks requested by the County within the timeframes the County needs.

Elsewhere in the proposal, MR's services to the County over the past several years are illuminated, as is our record of providing the same services as requested in the RFP to multiple jurisdictions across the country. We are confident in our ability to provide the services requested.

Similar Tasks and Activities Performed

Similar tasks and activities performed by MR are illuminated throughout the proposal. MR is happy to provide further information if needed or if anything in the proposal is not completely clear.

Similar Projects with other Governmental Agencies

Below is a list of customers where MR has worked on similar projects:

- ADAMH, Franklin Co, OH
- Arvada, CO
- Austin, TX
- Chester County, PA
- Chula Vista, CA
- Clackamas County, OR
- Detroit, MI
- District of Columbia
- El Paso, TX
- Franklin County OH
- Gahanna, OH
- Gunnison County, CO
- Las Cruces, NM
- Las Vegas, NV
- Las Vegas, NV
- Long Beach, CA
- Los Alamos County, NM
- Maricopa County, AZ
- Metro Nashville/Davidson County, TN
- Office of Hawaiian Affairs, HI
- Oklahoma City, OK
- Orange County Fire Rescue Department

- Park University, MO
- Pension Benefit Guaranty Corporation (Federal)
- Pinal County, AZ
- US Forest Service, Region 10/Alaska
- US Highway Administration
- US Marines
- US Navy
- Wayne County, MI

Availability of the Firm

MR is a small firm with a national reputation and resume for success and brings a very long list of successful customers. We intentionally work with a limited number of customers at one time so we can focus our attention on the relationship with our customers. As a result, the advantage of working with a company like MR is our ability and availability to focus on you, Clackamas County, and the ongoing development and implementation of *Performance Clackamas*. Since beginning work with the Board of County Commissioners in the spring of 2014, one of our primary focuses has been on *Performance Clackamas* and the County's ability to develop, implement and sustain the initiative over time. To date, Senior MR Consultants have been available and actively participated in all phases of the initiative, and MR has successfully delivered the products and services per the agreed upon schedules and scopes of work.

With this opportunity to provide on-call services to the County that bolster and reinforce the concepts of *Performance Clackamas*, that commitment remains firm.

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5.3 Project Understanding and Approach

With any enterprise-level initiative, after the initial implementation is complete, the jurisdiction must provide continued caring and feeding of the initiative so that plans are updated to reflect the most current issues facing the jurisdiction and its departments, performance measures continue to accurately capture the impact or benefit experienced by the customer, and leadership and staff know how to use performance information to manage and tell their story.

Clackamas County and its *Performance Clackamas* initiative is entering this second phase of implementation having successfully developed a County-wide Strategic Plan, Department Strategic Business Plans, a performance-based budget and performance data collection and reporting. While the frequency of services requested from the County will not be as high, MR understands that the County through this RFP is seeking on call Strategic Planning and Performance Management Facilitation and Consulting services to assist in ensuring that the use of performance information to make decisions continues to be the way Clackamas County does business.

Experience

Over the past 20 years, Managing Results, LLC (MR) has:

- Worked with over 75 city, county, state and federal jurisdictions
- Facilitated over 1,800 Department Strategic Business Plans and Strategic Business Plan Updates
- Built internal capacity within jurisdictions and departments to implement Strategic Plans and Strategic Business Plans, manage operational programs and tell the story of successes and challenges
- Designed customers' performance budgets that annually tie over \$37 Billion to results for customers
- Delivered change management training focused on using performance information to manage and communicate
- Facilitated customers' alignment and integration of individual performance with operational performance to successfully implement the organization's Strategic Plan and enhance morale, productivity and overall success
- Assisted our customers in developing and delivering the communications necessary to implement these significant changes in their organization and support the overall change management process

The firm brings decades of strategic planning and implementation, performance budgeting, organizational and initiative development, change management and communications experience to support Clackamas County's ongoing *Performance Clackamas* initiative. The proposed Project Team has worked at the federal, state, county and city levels to help governments better manage their operations, develop and execute their budgets, and lead strategic change processes.

➤ BCC Strategic Plan Review and Update Sessions

Introduction

With the establishment of a Strategic Plan for Clackamas County in 2014 and its first update in 2017, the County, under the leadership of its Board of Commissioners, has driven significant progress toward the accomplishment of its most essential priorities. Moving forward, the County wants to ensure the County Strategic Plan retains its value as a relevant expression of the desired results to be delivered for

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the people of Clackamas County. As a result, it is likely that every two years or after membership on the Commission has changed, County leadership will seek to update the County Plan and to ensure the County's operations are aligned to support the accomplishment of the Plan.

Review and Update of County Strategic Plan

MR proposes to continue to work with the County on an as needed basis to update the Clackamas County Strategic Plan via the following steps:

- Review of Issues and Strategic Results from Departmental Strategic Business Plans
- Interviews with Commissioners and County Administrator
- Facilitated Strategic Plan Review and Update Session
- Team building and Operational Work Session with Board of Commissioners

It is important to note that the excellent and thoughtful work the County has already done to create and implement its Strategic Plan provides the foundation for such a review and update process. This process will use the existing Plan as the starting point and will engage Clackamas County leaders in a discussion about what changes need to be made to reflect changes in the community. The intent is not to "start from scratch." Nor is it to add extensive material to the existing Plan, which would serve to dilute the focus of the Plan and undermine its effectiveness. The focus on results will carry forward in the updated Strategic Plan.

I. Review of Issues and Strategic Results from Departmental Strategic Business Plans

The majority of Departments and Agencies within the Clackamas County government have completed a Strategic Business Plan that identifies as part of the Plan:

- Primary Issues (as expressed in *Issue Statements*) they see influencing their customers and the County government over the coming 2-5 years, and
- *Strategic Results* they commit to influence over the coming 2-5 years to help address those Issues for their customers.

The Issue Statements and Strategic Results present a clear, concise look at the major focus of each department and agency. As such, they provide valuable intelligence as to the "state of the County" as seen by the departments and agencies. Commissioners will be able to consider this information in light of their own extensive knowledge of the County and the issues and trends it faces.

II. Interviews with Commissioners

Following the review of the Issue Statements and Strategic Results from the departmental Strategic Business Plans, each Commissioner and the County Administrator will be interviewed by a senior MR consultant. This one-on-one interview will permit the MR consultant and Commissioner to discuss the focus of the existing County Strategic Plan, the focus areas of the County's departments and agencies, and the essential current and future issues and trends in the Clackamas County community. From these interviews, the MR consultant will gain an understanding of the perspectives of each of the Commissioners, which will help the MR consultant structure and lead the most effective Plan update session possible.

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III. Facilitated Strategic Plan Review and Update Session

The two-day session will bring two senior MR consultants to work with the Clackamas County Commissioners, County Administrator and selected Administrative leadership in a facilitated process to:

- Review the existing Issues, Priorities and Strategic Results of the County's Strategic Plan;
- Assess those Issues and Priorities in light of Department Issues and Strategic Results and Commissioner perspectives on what issues residents and the County will be facing in the next 2-5 years;
- Update/change those Issues and Priorities as needed; and
- Update/change the measures of Strategic Results as needed to reflect changes to the Issues and Priorities and identify what successful implementation will look like.
- Organize, make decisions and continue working together as a Board to ensure success implementation of the updated County Strategic Plan.

These updates and changes may include edits to existing Priorities and Strategic Results; changes to targets for existing Strategic Results; and replacement of existing Priorities and Strategic Results.

IV. Preparation of Draft Strategic Plan Document

Updates to the County Strategic Plan will be recorded by the MR consultants. An updated draft Strategic Plan will be submitted to the County Administrator within five business days of the completion of the facilitated session.

➤ Department and Organizational Strategic Business Plans

Introduction

Over the past 20 years, MR has facilitated well over 1,800 Strategic Business Plans (SBP) in over 75 city, county, state and federal jurisdictions. In most cases, the Strategic Business Plans were part of a larger Managing for Results initiative, like *Performance Clackamas*, where the Strategic Business Plans were used both for management and for performance budgeting.

Impacts of Strategic Business Planning

Strategic Business Plans have several essential elements to creating a successful MFR Initiative. They include but are not limited to the following:

- Alignment
Aligning Departments to achieve Commission Strategic Priorities, Results and Outcomes is essential to a successful MFR implantation. When we speak of alignment we mean more than a general, commonsensical – if we do this it will contribute to that higher priority or goal. When we speak of alignment we mean that a Program Result or a Department Strategic Result contributes to a County Commission Goal, for instance, in a direct, measureable way. In Step 3 of the Strategic Business Planning process when Strategic Results are developed great care is taken to ensure that the Department aligns itself to the Commission's Strategic Plan.

Further, during the Final Retreat of the Strategic Business Planning process, MR facilitates the development of an Alignment Map that shows the internal alignment of Programs to the Department's Strategic Results and of the Department's Strategic Results to the Commission's

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Strategic Plan to ensure proper alignment is occurring in the development of the Department Strategic Business Plans.

- Service Identification
Services are defined as the deliverable the customer receives from County operations. Identifying the Services provided to customers through a specific Program within a Line of Business within a Department makes it possible to productize government services. Identifying services also facilitates making trade-off decisions when budget priorities shift, when revenues are falling or when performance issues are identified and resources are reallocated accordingly. Services are identified in Step 5 in the Strategic Business Planning process.
- Program Structure
Strategic Business Plans provide the Program Structure required for MFR. The Program Structure developed in Step 6 of the Strategic Business Planning process is used to structure a program based performance budget. This same Program Structure can also be used to structure the Chart of Accounts so that the expensing of the budget matches the budget that was developed and approved by the Commission.
- Performance Measures
Performance Based Budgeting requires the integration of performance information into budget documents and into budget decision-making. When fully integrated, MFR ties a level of customer experience to a level of service delivery to a level of funding. Relevant, accurate and timely performance information generated by strategic and operational performance measures and Results are essential to MFR. Strategic Business Plans generate those performance measures and Results.

Further, Performance Measures are critical to successful Employee Performance Management. Successful EPM implies that individual performance is integrated with operational performance. This integration is essential to successfully implementing the Department's Strategic Business Plan. If employees are not aligned to achieve the Department's plan the chances of success are significantly diminished and if employees are aligned the chances of success are elevated. Plus, when employees know what is expected morale and productivity are enhanced. So the development of relevant, high value performance measures during the Strategic Business Planning process makes it possible to align individual performance with operational performance expressed in the Performance Measures.

Department Strategic Business Plan Process/Methodology

In the context of this RFP, the County can use this full SBP methodology for any departments or critical functions that have not previously developed a SBP. It can also be deployed for departments that need to start over due to changing circumstances such as a change in leadership, major shift in focus or a re-organization.

MR brings a tried and successful *Planning for Results* methodology to help Departments develop Strategic Business Plans. Per the decisions made by Clackamas County in the Design and Implementation meeting, Strategic Business Plans include the following elements and create the following opportunities:

- Long term direction is established for the Department

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- Consistent focus on Results for Customers throughout the organizational culture,
- Proactively and prospectively identifies the critical issues and trends the Department's customers will be facing,
- Established long term, 2-5 year, measurable Strategic Results in response to those issues,
- Establishes the Mission of the Department as a one sentence Mission Statement
- Provides the Program structure for management, the Performance Based Budget and the accounting system
- Creates a Family of Measures[®] contained within each Program—allowing them to manage performance and formulate a program structured performance based budget,
- Produces the information to tell customers what they are getting in terms of results and why,
- Provides the Department the information needed to both manage expectations up in the organization and performance down into the Department,
- Provides the structure and performance measures need for a Performance Based Budget and Employee Performance Management.

Department Strategic Business Plans are developed in facilitated Retreats that engage executives, senior managers, and program level employees. MR will facilitate the Retreats and sessions described below. At the conclusion of these Retreats, the Department will have a completed Strategic Business Plan with the key elements to create a Performance Based Budget and report performance.

I. Director Interview

Prior to the Orientation and Initial Retreat, the Director will be interviewed by the MR consultant facilitating the Strategic Business Planning process. Topics will include what Issues and Trends he or she believes customers and the Department will be facing over the next 2-5 years as well as what Strategic Results the Director believes are most important to achieve.

II. Orientation

To begin the planning process an orientation session will be provided by MR consultants to the Department's staff, including those employees participating in the planning Retreats introducing the Strategic Business Planning Process they will be participating in the coming weeks. This orientation is led by one senior MR consultant. This session provides an opportunity for all Department staff involved to ask any questions they may have before the process begins and also cultivates familiarity between Department employees and the specific consultants who will be facilitating their plan.

III. Initial Strategic Business Planning Retreat

The Initial Retreat typically lasts for three to four days depending on the size and complexity of the Department. Prior to conducting the retreat, MR consultants review written materials and conduct an interview of the Department Director so important trends, issues, and results can be illuminated. The elements of the Strategic Business Plan are entered into a planning template as the plan is developed so that as final decisions are made the Plan is complete.

The Department and MR will schedule a time and place for the Initial Retreat, and an MR consultant will facilitate the retreat. In the case of larger departments, two MR consultants will facilitate the retreats.

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Initial Retreat participants typically include the Department Director and senior managers though additional staff may be included. This Planning Team should be limited in size, with not more than twelve participants in order to accomplish all of the tasks required. The products developed by the Planning Team in the Initial Retreat include the following:

- Assessment of the Future—the issues and trends the Department and its customers will be facing over the next 2-5 years will be identified;
- Issue Statements—summarize in concise statements the critical trends and issues on the horizon for the next two to five years which will impact the Department’s ability to achieve its mission and deliver services to its customers and the community. Between 5-10 Issue Statements will be developed;
- Strategic Results—measurable, achievable “must do” imperatives, stated as results, to be accomplished in the next two to five years. These Results and their related Program measures are aligned to and integrated with County Priorities and Strategic Results. No more than 5 Strategic Results are established;
- Mission Statement— One very clear, concise, consistently constructed statement of purpose for the department
- Inventory of Services—This inventory is both concise and comprehensive, representing the Department’s entire budget, including contracted Services;
- Program Structure—Programs are delineated to facilitate the development of the Performance Based Budget and to align the structure of the Department’s operations to achieve the Strategic Results.

MR will confirm with the Department Director that Programs and Services are structured in a way that they will generate development of the appropriate performance measures, especially Result measures, to achieve Strategic Results and provide the basis for a useful and functional Performance Based Budget.

IV. Purpose Statements and Performance Measures

Following the Initial Retreat and confirmation of the Program Structure by the Director, the Department will schedule sessions (a half day in length) for individual Program groups so they can develop Purpose Statements and Performance Measures for their Programs. Program teams usually include the manager and staff who deliver the services. The Teams are limited in size (up to 8 participants).

Purpose Statements and Performance Measures (PSPM) sessions are scheduled to occur 2-3 weeks following the Initial Retreat. The MR consultant will facilitate the work sessions, and are typically able to develop the following products in half day sessions making it possible for the lead MR consultant to develop 2 PSPM’s per day.

- Purpose Statements for Programs will be developed using the MFR Template ©
- Performance Measures include a balanced Family of Measures® typically including: Results, Output, Demand, and Efficiency Measures—capable of measuring different, but closely related, aspects of Program success.

After updating the draft Plan to reflect the work of the Program Teams, it is again forwarded to the Department Director for review and feedback.

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V. Final Strategic Business Planning Retreat

Following the completion of the PSPM workshops, the Department will schedule a 1 to 2 day facilitated session of Department executives and senior managers so they can review and complete their draft Strategic Business Plans. MR consultants will facilitate the Final Retreat to create the following products:

- Lines of Business - this is the highest level of operations within a Department.
- Line of Business Key Results Measures- these provide the link between Strategic Results and operational Program Measures, and serve as the basis for executive-level Department management.
- Alignment Maps- show the alignment between the County's Priorities and the Department's Strategic Results and between the Strategic Results and Program Results. The Alignment Maps ensure that the Department has operational results that will contribute to their Strategic Results and corporately that the County's Priorities are supported by Departmental plans.
- Initial Department Action Plans- identifies next steps for change management, communications, training, data collection and other key implementation milestones at the Department level.

VI. Quality Control

Interim Review

Following the Initial and PSPM Retreats, MR will conduct an Interim Review of the Retreat products. This Review is conducted by senior MR personnel that have not been involved in the facilitation of the Department Plan and thus have not heard the discussions of the group. The Interim Review ensures that the work product is clearly written in language that can be understood by the customer. The Interim Review is discussed with the Department Director following each of the Retreats so the Department can make revisions (as needed) and ensure the draft Plan achieves clarity and the desired results.

➤ Plan Updates and Revisions

Introduction

In addition to providing the standard facilitation of Department Strategic Business Plans, MR also offers assistance in updating and/or revising existing departmental and organizational Strategic Business Plans and Performance Measures short of a full re-start.

The facilitation of updates is an abbreviated process when compared to the Standard Facilitation. Because Clackamas has used MR's Managing for Results methodology for almost 4 years now, the County's process is very stable. Sometimes, however, because of a change in leadership or focus, or because the performance of an operation is not up to expectations, outside assistance for Plan updates can be very valuable.

Department Strategic Business Plan Update Process/Methodology

MR brings a tried and successful process to help Departments update and revise their Strategic Business Plans and move deeper into true operational implementation of their Plan. MR facilitates the revision and update of Department Strategic Business via the following steps:

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I. Pre-Retreat

Prior to the Initial Update Retreat, there is an analysis of results achieved and results not yet achieved by the Department's Strategic Business Plan. This analysis helps the department focus on results from two perspectives, by asking:

- To what extent has our *Strategic Business Plan* achieved the purposes we intended *internally*—i.e. capacity to communicate our priorities, frame our budget issues, capacity to drive action, etc.?
- To what extent has our *Strategic Business Plan* achieved the purposes we intended *externally*—i.e. are results for customers, as we articulated them, being achieved?

This analysis is begun through a review of all background information. Then, a Senior MR Consultant meets with the Department Director to complete the analysis. This meeting is similar to the Director's Interview process followed in Year 1. In Year 2, more time may be needed, relative to Year 1, for Pre-Retreat events. Departments have a wealth of information and perspective resulting from their Plan implementation thus far, and their experiences effecting organization change. It is also not unusual for external and internal issues and trends to have shifted significantly since the development of their Plan. All these things must be carefully considered by the Department Director and Facilitator so that the Retreat can be planned properly.

II. Initial Update Retreat

The Initial Update Retreat typically lasts for two to three days. The Department and MR will schedule a time and place for the Initial Update Retreat, and a Senior MR Consultant will facilitate the retreat. In the case of larger departments, two MR Consultants will facilitate the retreat.

Initial Update Retreat participants typically include the Department Director and senior managers. This Planning Team should be limited in size, with not more than twelve participants in order to accomplish all of the tasks required. The tasks to be accomplished during the Initial Update Retreat include the following:

- Director's Welcome & Overview of *Performance Clackamas* and Managing for Results
- Updating the Assessment of the Future
- Reviewing Issue Statements
- Reviewing Strategic Results
- Reconfirming Mission
- Reviewing Line of Business and Program Alignment
- Reviewing Programs*
- Reviewing Lines of Business

* If during the Pre-Retreat analysis and conversation with the Department Director it is determined that additional time is desired or needed to update and revise the operational Programs, the Department may choose to convene Purpose Statements and Performance Measures (PSPM) Sessions to more thoroughly review its Programs.

In this situation, this additional requested time would be added to the standard scope of work for Plan Updates and Revisions and included as part of the "Work Schedule" process outlined in Section 3.3.2 of the RFP.

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III. Interim Review

Following the Initial Update Retreat, MR will conduct an Interim Review of the Retreat products. This Review is conducted by senior MR personnel that have not been involved in the facilitation of the Department Plan and thus have not heard the discussions of the group. The Interim Review ensures that the work product is clearly written in language that can be understood by the customer. The Interim Review is discussed with the Department Director following this Interim Review so the Department can make revisions (as needed) and ensure the draft Plan achieves clarity and the desired results.

IV. Final Day Retreat

Following the completion of the Initial update Retreat, the Department Planning Team will reconvene to consider and accomplish the following:

- Reconsider and confirm the entire *Strategic Business Plan* as a whole
- Discuss the implications of the changes
- Develop Next Steps Action Plans

➤ **MFR Training for Managers**

MR discovered over a decade and a half ago that it is not intuitively obvious to managers how to use performance information to manage and communicate. At that time, we were working with Nashville-Davidson County, the US Forest Service, Franklin County ADAMH and the US Marines and could see this capacity lacking in local and federal government agencies. We knew from Marv's experience in State government that the same dynamic was true there as well.

In response to this discovery, MR developed a training course named MFR Training for Managers to teach managers how to use performance information to manage and tell their story.

To date, the training has been delivered in 15+ jurisdictions, including Clackamas County, and the most common response to-date in the post training assessment is "Now I really understand how this works."

Introduction

MR's approach to training focuses on reinforcing the following aspects of successful performance-based governments.

- Systems- Implementation and execution of Strategic Planning, Performance Budgeting and Employee Performance Management
- Culture- Managing with performance information (organization and individual performance)

Impact of the Training

Participants show large changes in capacity when reporting before and after levels of understanding. The most common response is "Now I really understand how this works." The response is so positive it is tempting to position this training prior to Strategic Business Planning. However, the understanding gained in the course depends on participants having the knowledge that comes from experiencing the Strategic Business Planning process. MFR Training for Managers provides a significant boost to the level and pace of understanding of how to use performance information – a fundamental for MFR and EPM.

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Training Process/Methodology

Geared for adult learning styles, the course includes presentations and definitions, case study work in small groups, reporting out to the entire class and reflections on lessons learned and insights gained. The topics normally covered in MFR Training for Managers include the following:

- Monitoring, tracking and interpreting performance information
- Using performance information for Performance Based Budgeting communications and decision-making, especially Performance Based Budget narratives
- Using performance information for Performance Reporting, especially performance narratives.
- Using performance information to improve operational performance

MFR Training for Managers is a 2-day course offered to up to 25 managers in each course. Two senior MR consultants lead the course.

➤ **Misc. Change Management Training Services for Staff and Elected Officials**

In addition to MFR Training for Managers, MR also offers an array of training programs associated with Managing for Results. Some of the topics offered include:

- Building a Fully Integrated Management System
- Becoming a Strategic Business Planning Facilitator
- Performance Based Budgeting
- Performance Measures Development
- Data Collection
- Performance Reporting
- Performance Contracting
- Communicating with Performance Information
- How to use Performance Information to Govern – Elected Officials
- How to Align Individual Performance to Operational Performance

MR also provides general management training. Examples include:

- Managing Change in Stressful Times
- 'Managing Up' – Managing the Relationship to Your Boss
- Leadership Training for Mid-Level Managers
- Communicating with Constituents
- How to Stay Sane During Stressful Times

➤ **Consultancy and Guidance for County Managers, Supervisors and Elected Officials**

In addition to the MR training offerings outlined earlier in this section, it is important to note that MR also provides individualized consultancy and guidance for county managers, supervisors and elected officials. Over the last 20 years, MR has worked side-by-side with dozens of executives and senior level managers as they led their organizations through transitions and transformations. MR often helps executives navigate their way through changes brought on by outside forces, economic downturns or

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shifts in the political or market landscape while also providing managers and others with one-on-one consulting related to topics like employee performance and performance budgeting, etc.

MR's founder and CEO Marv Weidner coaches many executives who are leading their organizations through intentionally designed transformations to become more strategic and results oriented. He also helps executives through professional and personal changes. Below is just one quotation from one of MR's long-standing customers.

"Marv has guided me in building a team that focuses on results and an organizational culture that expects to be evaluated on performance. Together, we have worked to change our organization from a traditional human services environment that measures success based on 'doing good things' to an environment that measures results and performance and demands transparency of our work for the customers that we serve and the citizens that have entrusted us to deliver quality behavioral healthcare in our community. Marv's relentless pursuit of clarity of thought and actions that align with the big picture as well as the details of daily operations has made me a better leader and our organization more efficient."

-David A. Royer – CEO Alcohol, Drug and Mental Health Board of Franklin County, OH

With every MR enterprise-level engagement, individual consultations with the Jurisdiction Manager and Project Lead occur on a regular basis. As the initiative matures, as it has in Clackamas County, it is not uncommon to provide these individual consultations, on an as needed basis, to county managers, supervisors and elected officials. These one-on-one conversations can occur in person when available or by phone and can be billed on an hourly or daily basis via the "Work Schedule" process outlined in Section 3.3.2 of the RFP.

➤ **Plan Templates, Training Materials and other Plan-Related Documents**

The Managing Results, LLC methodology (both standard and modified) is the proprietary intellectual property of MR. The MR methodology contains methodologies, trade secrets, definitions, graphics, presentations, and guidelines that are the sole proprietary intellectual property of MR and also contains trade secrets of MR.

Via contract in 2014, MR provided a non-exclusive, perpetual license for use by Clackamas County of the MR Methodology (See page 29 for complete wording). As a result, Clackamas County can access and utilize plan templates, training materials and other plan related documents contained within the MR methodology at no cost. These documents include but are not limited to the following:

- Managing Results Resource Guide to Strategic Business Planning
- Department Strategic Business Planning PowerPoint Presentations
- Department Strategic Business Planning Template
- Performance Measure Definition Template
- Department Strategic Business Planning Corporate Review Templates
- MFR Training for Managers PowerPoint Presentation and Training Exercises
- Employee Performance Management Decision and Decision PowerPoint Presentation
- Performance Budgeting PowerPoint Presentation

The following information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.

- Managing for Results Overview PowerPoint Presentation

If in utilizing MR documentation, the County requests that MR consultants provide preparation and/or guidance, those services will be billed on an hourly or daily basis via the "Work Schedule" process outlined in Section 3.3.2 of the RFP.

➤ **Integrating Performance Clackamas with Accreditation Standards and other Performance Management and Accountability Programs**

MR is familiar with many accreditation systems and has worked with many departments, such as public safety agencies, which have achieved accreditation or are in one stage or another of achieving accreditation/reaccreditation. Additionally, jurisdiction-level accreditation through organizations such as ICMA, ACA and GFOA are very familiar to MR. We have consulted with multiple jurisdictions on these types of standards and accreditation models and have helped our customers determine the best ways to utilize their Managing for Results initiatives to help them meet standards, achieve accreditation and/or enhance their bond ratings. MR has helped many of our jurisdictional customers develop methods for identifying performance measures required by accreditation organizations as part of the Strategic Business Plan process.

When the Governmental Accounting Standards Board (GASB) considered guidelines for voluntary reporting of Service Efforts and Accomplishments, MR's Founder and CEO Marv Weidner was asked to testify on two separate occasions. MR stands ready and is able to assist Clackamas as a County or its various departments to meet standards applicable to their accreditation efforts.

5.4 Fees

MR's daily rate is \$2,200 per day (\$275/hour) and includes all costs associated with delivering each task. This is the rate MR has charged Clackamas County since the beginning of our partnership in January 2014.

Note: The one exception is if Founder and CEO Marv Weidner is providing executive coaching which will be charged at \$300/hr.

In the sub-section below, MR has outlined the fees (labor and estimated travel expenses) for those services that are standardized. Many of these services have been previously delivered in Clackamas County, and it is important to note that the pricing has not changed.

For those services that are dependent on size and length of time required to deliver the expected outcome, those services will be noted below and will be priced on an hourly or per consultant day basis in accordance with the "Work Schedule" process outlined in Section 3.3.2 of the RFP.

BCC Strategic Plan Review and Update Sessions

BCC Strategic Plan Review and Update Session					
	Consultants (#)	Days (#)	Subtotal (\$)	Travel (\$)	Total (\$)
County-wide Plan*	2	7.5	\$16,500	\$5,752	\$22,252
<i>*Note: The document review, interviews and compilation of the Draft Plan (3.5 days) are conducted by (1) MR Consultant vs. the (2) MR Consultants that facilitate the Strategic Planning Review and Update Session with the Board and County Administrator (2 days x 2 Consultants).</i>					

Departmental and Organizational Strategic Business Plans

Departmental and Organizational Strategic Business Plans					
Department Size	Consultants (#)	Days (#)	Subtotal (\$)	Travel (\$)	Total (\$)
Small	1	3.5	\$7,700	\$1,609	\$9,309
Medium	1	11	\$24,200	\$7,036	\$31,236
Larger Medium	1	12	\$26,400	\$7,369	\$33,769
Large*	2	14	\$55,000	\$13,555	\$68,555
<i>*Note: The document review and interim review (3 days) for a large Department is conducted by (1) MR Consultant vs. the (2) MR Consultants that facilitate the Initial Strategic Business Planning Retreat, the Purpose Statements and Performance Measures and the Final Strategic Business Planning Retreat (11 days x 2 Consultants).</i>					

Plan Updates and/or Revisions

Plan Updates and/or Revisions					
Department Size	Consultants (#)	Days (#)	Subtotal (\$)	Travel (\$)	Total (\$)
Small	1	3	\$6,600	\$2,002	\$8,602
Medium	1	6	\$13,200	\$4,119	\$17,319
Larger Medium	1	6	\$13,200	\$4,119	\$17,319
Large*	2	6.5	\$23,100	\$7,102	\$30,202

**Note: The Pre-Retreat analysis and Director's Interview (1 day) along with the Interim Review (1.5 days) is conducted by (1) MR Consultant vs. the (2) MR Consultants that facilitate the Initial Update Retreat and Final Day Retreat (4 days x 2 Consultants).*

Also note that per the description of the Plan Update process in section 5.3, additional time may be requested if the department feels Purpose Statement and Performance Measures (PSPM) Sessions should be convened to specifically address Program-level changes or updates.

MFR Training for Managers

MFR Training for Managers					
	Consultants (#)	Days (#)	Subtotal (\$)	Travel (\$)	Total (\$)
MFR Training for Managers	2	3.5	\$12,100	\$3,750	\$15,850

**Note: The preparation work (1.5 days) is conducted by (1) MR Consultant vs. the (2) MR Consultants that deliver the 2 day MFR Training for Managers session (2 days x 2 Consultants).*

Misc. Change Management Training Services for Staff and Elected Officials

So that the County will have a firm fixed price for labor for any requested training, the Misc. Change Management Training offerings will be priced at \$2,200 per consultant day and will be scoped for size and length at the time the work is requested.

Consultancy and Guidance for County Managers, Supervisors and Elected Officials

If the County requests that MR consultancy and guidance for County Managers, Supervisors and Elected Officials, those services be priced at \$2,200 per consultant day (or \$275/hour depending on the length and scope of the engagement) and will be scoped for size and length at the time the work is requested. For one-on-one executive coaching provided by Founder and CEO Marv Weidner, this work will be priced at \$2,400 per day (or \$300/hour depending on the length and scope of the engagement) and will be scoped for size and length at the time the work is requested.

Plan Templates, Training Materials and other Plan-Related Documents

Clackamas County can access and utilize plan templates, training materials and other plan related documents contained within the MR methodology at no cost.

If the County requests that MR consultants provide preparation and/or guidance as it relates to the above materials, those services be priced at \$2,200 per consultant day and will be scoped for size and length at the time the work is requested.

Integrating Performance Clackamas with Accreditation Standards and other Performance Management and Accountability Programs

If the County requests that MR consultants provide assistance to the County or its various departments in order to meet standards applicable to their accreditation efforts or other performance management and accountability programs, those services be priced at \$2,200 per consultant day and will be scoped for size and length at the time the work is requested.

5.5 References within Past 3 Years

In addition to the first (4) references listed below, MR is also including Maricopa County, AZ as an example of how MR Strategic Plans and the methodology conveyed to our customers can be successfully and continuously used over many years.

1. Clackamas County, OR

2051 Kaen Road
Oregon City, OR 97045

Don Krupp, County Administrator
dkrupp@clackamas.us
(503) 655-8581

Dan Chandler, Assistant County Administrator
dchandler@co.clackamas.or.us
(503) 742-5394

Project Description

In the spring of 2014 and again to update the plan in 2017, MR facilitated the County Commissioners and County Administrator of Clackamas County, OR to develop a measurable, customer-focused and results-oriented County Strategic Plan. The County's Strategic Plan is the cornerstone of its Managing for Results initiative 'Performance Clackamas' that also includes MR facilitated Department Strategic Business Plans, a Program Structured Performance Based Budget, Performance Reporting and change management training for managers. 'Performance Clackamas' is directed from the County Manager's Office and involves all BoCC departments. Most recently in June 2018, MR facilitated the Clackamas County Sheriff and his team in the creation of a Strategic Business Plan for the CCSO.

Services

- County Strategic Plan creation and updates
- Department Strategic Business Planning
- Performance Based Budget
- Training for Managers (Use of Performance Information for Management, Budgeting Communications, Decision-Making, etc.)

2. Gunnison County, Colorado

200 East Virginia, Suite #104
Gunnison, CO 81230

Matthew Birnie, County Manager
mbirnie@gunnisoncounty.org
(970) 641-0248

Project Description

Gunnison County began their Strategic Planning with MR in 2008 and has continued with their Managing for Results initiative since that time. As an example of how the process and plan continues to provide value after the initial engagement, the County Commissioners of

Gunnison County, with MR assistance, have updated the County Strategic Plan four times since 2008 (2009, 2011, 2013 and 2015) to ensure that issues on the horizon are considered and new priorities have customer-focused strategic results attached to them so that success is defined and results are achievable.

Gunnison has engaged MR to develop and update its Implementation Plan for its County Strategic Plan. In addition, Gunnison created Department Strategic Business Plans for each department and aligned those plans with the County's budget. Gunnison produced a performance-based budget and has used performance budgeting with great results.

In 2011-12 Gunnison was able to lower property taxes, provide a cost of living increase for employees for the first time in three years and maintain core service levels. The County Strategic Plan and Managing for Results in Gunnison County also resulted in the building of Public Safety and Public Works facilities without raising taxes, after talking about each of them for over 20 years. Gunnison County has used its County Strategic Plan to achieve remarkable things and save taxpayers real money.

Services

- County Strategic Plan
- Detailed Implementation Plan for each County-wide Strategic Goal and Objective
- Department Strategic Plans for every Department
- Performance Based Budget
- Training for Managers (Use of Performance Information for Management, Budgeting Communications, Decision-Making, etc.)

3. Gahanna, OH

200 S. Hamilton Rd.
Gahanna, OH 43230

Tom Kneeland, Mayor
tom.kneeland@gahanna.gov
(614) 342-4047

Summary

Beginning in 2016, Gahanna partnered with MR to develop a City Strategic Plan focused on delivering measurable and meaningful results for the community. In February 2016, MR facilitated the City Council and Senior Leadership to develop a measurable, customer-focused and results-oriented City Strategic Plan. The City's Strategic Plan is the cornerstone of its new performance initiative entitled 'Go Forward Gahanna.' The City engaged MR to work further with Departments to create a detailed Implementation Plan for the City Strategic Plan. In the Spring of 2018, MR was asked to begin assisting the City in facilitating and updating several Department Strategic Business Plans.

Services

- City Strategic Plan
- Detailed Implementation Plan for each City-wide Strategic Goal and Objective
- Department Strategic Business Planning

4. Las Cruces, NM

700 N. Main St.
Las Cruces, NM 88001

Stuart Ed, City Manager

sed@las-cruces.org

(575) 541-2076

Summary

Beginning in May 2017, Las Cruces partnered with MR to develop a City Strategic Plan focused on delivering measurable and meaningful results for the community. On May 3-4, 2017, MR facilitated the City Council and Senior Leadership to develop a measurable, customer-focused and results-oriented City Strategic Plan. The City's Strategic Plan is the cornerstone of its Managing for Results initiative 'PEAK Performance' that also includes MR facilitated Department Strategic Business Plans, a Program Structured Performance Based Budget (to be presented in FY19-20) and change management training for managers. 'PEAK Performance' is directed from the City Manager's Office and involves all departments.

Services

- City Strategic Plan
- Department Strategic Plans for every Department
- Performance Based Budget
- Training for Managers (Use of Performance Information for Management, Budgeting Communications, Decision-Making, etc.)

5. Maricopa County, AZ

301 W. Jefferson St.
Phoenix, AZ 85003

Sandi Wilson, Retired Deputy County Manager

sandi.wilson0@icloud.com

(602) 751-8304

Summary

Sandi Wilson is the recently retired Deputy County Manager of Maricopa County, Arizona. Beginning in 2000, Maricopa partnered with MR to develop their Strategic Planning and Performance Budget system (MFR). Maricopa continues to use the approach MR provided over 15 years ago. Most of the Strategic Planning for the County's 50+ departments was completed and the plans were integrated with the Budget all within 2 years. From time to time, however, Maricopa engages MR to help on specific projects related to MFR. Most recently, in the fall of 2016, MR provided facilitation services in Maricopa for the County's Air Quality and Correctional Health Departments as well as provided capacity building/facilitator training for a number of County employees.

PROPOSAL CERTIFICATION

RFP #2018-55 On-Call Strategic Planning and Performance Management and Facilitation and Consulting

Submitted by: Managing Results, LLC (Colorado)
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

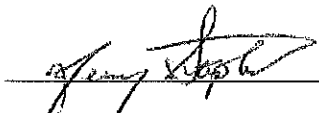
Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120
 Non-Resident Proposer, Resident State Colorado
Oregon Business Registry Number 100731496

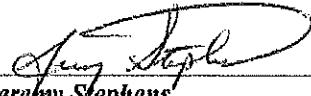
Contractor's Authorized Representative:

Signature:  Date: August 10, 2018
Name: Jeremy Stephens Title: VP of Development & Operations
Firm: Managing Results, LLC
Address: P.O. Box 746
City/State/Zip: Gunnison, CO 81230 Phone: (865) 567-5192
e-mail: jstephens@managing-results.com Fax: N/A

Contract Manager:

Name Jeremy Stephens Title: VP of Development & Operations
Phone number: (865) 567-5192
Email Address: jstephens@managing-results.com

Through the following signature, Managing Results, LLC affirms its intent to be bound by this proposal:


Jeremy Stephens
VP of Development & Operations
MR Authorized Signatory



MANARES-01

MARIP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

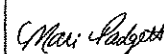
PRODUCER Mountain West In & Fin Serv LLC 100 E Victory Way Craig, CO 81625		CONTACT NAME: PHONE (A/C, No, Ext): (970) 824-8185		FAX (A/C, No): (970) 824-8188	
		E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE				NAIC #	
		INSURER A : Philadelphia Insurance Company		18058	
INSURED		INSURER B : Acuity Insurance Co.		14184	
Managing Results, LLC PO Box 746 Gunnison, CO 81230		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHSD1298029	01/04/2018	01/04/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHSD1298029	01/04/2018	01/04/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A if yes, describe under DESCRIPTION OF OPERATIONS below			Z61568	01/04/2018	01/04/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional			PHSD1298029	01/04/2018	01/04/2019	Liability \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Clackamas County, Oregon 2051 Kaen Road Oregon City, OR 97045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

Consulting Methodology Intellectual Property

Managing Results, LLC (MR) Methodology (both standard and modified) is the proprietary intellectual property of MR. The MR methodology contains, and is imbedded in various methodologies, trade secrets, software, definitions, graphics, presentations, and guidelines that are the sole proprietary intellectual property of MR. Through this proposal and after a contract has been signed, MR is providing a non-exclusive, perpetual license for use by Clackamas County, OR of the MR Methodology. Much of the MR Methodology is contained but is not limited to the copyrighted Managing Results Resource Guide to Strategic Business Planning. Clackamas County may use it only for its own internal purposes and shall keep the MR Methodology confidential, and under no circumstances will the Clackamas County or other staff or agencies of the Clackamas County, except as agreed by MR in writing, disclose the MR Methodology to other third parties, either individuals, or governmental or private sector organizations. All changes or derivative work made to the MR Methodology shall remain the exclusive property of MR. Notwithstanding the foregoing; all information produced by Clackamas County utilizing the MR Methodology, shall be considered the exclusive property of the Clackamas County.



Capt. Jenna Morrison
Director

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

January 10, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Grant Award with the Oregon Department of Safety Standards and Training
for Clackamas County Community Corrections Peer Support Training

Purpose/Outcome	Establish a Peer Support Program
Dollar Amount and Fiscal Impact	\$9,500 This IGA value includes \$241,158.20 for Victim Services.
Funding Source	Oregon Department of Safety Standards Training
Duration	December 6, 2018-June 30, 2019
Previous Board Action/Review	No previous action
Strategic Plan Alignment	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
Contact Person	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

BACKGROUND: Community Corrections is implementing a Peer Support Program to provide all employees with personal, one-to-one support and referral during times of personal or professional difficulty. The Peer Support program will be comprised of employees who once trained will volunteer their own time to assist fellow employees in need. This program will be coordinated by the Division’s Peer Support Coordinator and will benefit all members of our Agency.

This grant will fund a contract with Responder Life to facilitate Peer Support Team trainings and implementation of the program.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve the Grant Agreement between Clackamas County and the Oregon Department of Safety Standards Training, for the funding to implement the Community Corrections Peer Support Program.

Respectfully submitted,

Captain Malcolm McDonald
Director, Community Corrections



Oregon

Kate Brown, Governor

Department of Public Safety Standards and Training

4190 Aumsville Hwy SE

Salem, OR 97317-8981

503-378-2100

www.oregon.gov/dpsst

December 6, 2018

Heidi Dew
Clackamas County Community Corrections
1024 Main Street
Oregon City, OR 97045

Dear Ms. Dew:

The Oregon Department of Public Safety Standards and Training (DPSST) is in receipt of your request for a grant to help support this below training opportunity. We are pleased to inform you that your organization's grant request has been approved.

To: Clackamas County Community Corrections
For: Peer Support Training
Amount: \$ 9,500
Grant Manager: Ryan Keck
Liaison: Kevin Rau
PCA: 12175 / OHA 019
Expires: 6-30-2019
Grant #: 259-19-197
Deliverables: Rosters / Student Evaluations / Invoice

We look forward to working with you and the members of your organization on this grant. If we can ever be of assistance to you, please feel free to call me at (503) 378-2332.

Sincerely,

Eriks J. Gabliks
Director

Copy: Adam Bergerson, Contracts Coordinator – Business Services Division, DPSST
Ryan Keck, Supervisor – Center for Policing Excellence, DPSST
Kevin Rau, Coordinator – CITCOE @ DPSST





January 10, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County and the
City of Gladstone regarding payment for services related to
Willamette Falls Locks State Commission

Purpose/Outcomes	Approval of an Intergovernmental Agreement between Clackamas County and the City of Gladstone regarding payment for services related to Willamette Falls Locks State Commission
Dollar Amount and Fiscal Impact	\$5,000 to Clackamas County, Public & Government Affairs
Funding Source	Gladstone to contribute \$5,000 to Clackamas County (PGA)
Safety Impact	N/A
Duration	N/A
Previous Board Action	Board approved contract Willamette Falls Locks Project Management Contract on March 29, 2018
Contact Person	Gary Schmidt, Public and Government Affairs, 503-742-5908
Contract No.	#2017-89 Willamette Falls Locks Project Management

BACKGROUND:

Senate Bill 256 (Oregon State Legislature 2017) established a Willamette Falls Locks State Commission. The mission of the State Commission as assigned by SB 256 calls for work that would lead towards the transfer of the Willamette Falls Locks to a non-federal owner. Anticipated work to reach that conclusion includes: engineering studies, finance and governance modeling, and state and federal advocacy. Contracted work totals \$865,000.

Participating members of the Willamette Falls Locks stakeholders agreed to share the cost of funding the project contractor. Clackamas County, along with Metro and the participating river cities (jointly) agreed to each pay \$120,000 over the first two years of the State Commission. Clackamas County is using state lottery funds from Business and Community Services to fund its commitment. Tourism and Cultural Affairs has also collected funds from local tourism stakeholders, and various river users also contribute towards the total amount.

As the contract manager, Clackamas County will receive funds from participating cities fulfilling the \$120,000 commitment. The City of West Linn is coordinating city payments, but funds come directly to the county from the various cities accompanied by an Intergovernmental Agreement (IGA) that acts a receipt. In exchange, Clackamas County will act as the project manager to supervise the work of the due diligence and project management firm as required by the State Commission.

Page 2
IGA City of Gladstone
January 10, 2019

This Intergovernmental Agreement is between Gladstone and Clackamas County. Gladstone will fund \$2,500 a year for two years for the Willamette Falls Locks project coordinator. Gladstone is making a lump sum payment of \$5,000 for both years.

Clackamas County released a RFP in November 2017 seeking a project management firm to perform the due diligence work required by the State Commission. The selected bidder is Summit Strategies, LLC.

Clackamas County has an existing contract with Summit Strategies, LLC for federal representation services. This contract is separate from that contract.

RECOMMENDATION:

Staff recommends Board approval of the Intergovernmental Agreement between Clackamas County and the City of Gladstone.

Respectfully submitted,

Gary Schmidt
Director, Public and Government Affairs

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND [City]**

This Intergovernmental Agreement ("Agreement") is entered into by and between **Clackamas County** ("County"), a political subdivision of the State of Oregon, and the **City of Gladstone** ("City"), an Oregon municipal corporation, for the provision of project management and due diligence services provided to the **Oregon State Commission for Willamette Falls Locks**, ("Commission"), formed under 2017 SB 256, 2017 Oregon Session Laws Ch. 734, ORS 358.640 (Temporary provisions relating to Willamette Falls Locks Commission). This Agreement is authorized pursuant to ORS 190.010, and ORS 190.110.

1. **Effective Date and Duration.** This Agreement shall become effective upon signature by City representative. Unless earlier terminated or extended, this Agreement shall expire on June 30, 2019 ("Expiration Date"). This Agreement may be otherwise extended by mutual written agreement of the parties at any time prior to its Expiration Date.
2. **Statement of Work.** County agrees to perform the project management and due diligence work in accordance with the terms and conditions of this Agreement as reflected in Attachment 1. County agrees that it shall use the contributions from the funding partners in support of consulting services pertaining to and in support of the Commission and the goals of the Project as defined in 2017 Oregon Session Laws Ch. 743, Section 2. The County agrees to solicit through a competitive process the required project management and due diligence consulting services. The County further agrees to convene the staff from the contributing partners to provide guidance and support to the Commission and consultants.
3. **Consideration.** City agrees that it shall contribute five thousand and no/100 Dollars (\$5,000.00) to the County to support the project management and due diligence facilitation upon execution of this agreement. (\$2,500 for 2017 and \$2,500 for 2018).
4. **Schedule of Performance.** The delivery schedule for the provision of these services is intended to be completed by June 30, 2019.
5. **Project Managers; Notice.** Each party has designated a project manager to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate individual. To be effective, any notice required to be given under this Agreement may be given by personal delivery to the address below or may be sent by certified mail, return receipt requested and if sent via certified mail return receipt requested such notice will be deemed delivered three (3) business days after postmark. Notice may also be given by overnight delivery service, effective upon receipt of such delivery.

City
Jacque M. Betz
City Administrator,
City of Gladstone
575 Portland Avenue
Gladstone, OR 97027
(503)457-6773

Clackamas County
Gary Schmidt
Director, Clackamas County
Public and Government Affairs
2051 Kaen Rd., Suite 450
Oregon City, OR 97045
(503) 742-5908

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
7. **Termination.**
 - A. The parties may agree to an immediate termination of this Agreement or at a time certain upon mutual written consent.
 - B. Either party may terminate this Agreement effective not less than 30 days from delivery of written notice for any reason. City shall be responsible for any costs of Work done on its behalf prior to the effective date of the termination.
 - C. Either party may terminate this Agreement in the event of a breach by the other party. However, prior to such termination, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the breaching party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this Agreement.
8. **Funds Available and Authorized.** Both parties certify that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within each party's current appropriation and limitation through fiscal year 2018-2019. Both parties understand and agree that payment of amounts under this Agreement attributable to Work performed after the end of the current fiscal year is contingent on either party receiving appropriations, limitations, or other expenditure authority. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
9. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
10. **Access to Records.** Both parties and their duly authorized representatives shall have access to the documents, papers, and records which are directly pertinent to

the specific Agreement for the purpose of making audit, examination, excerpts, and transcript.

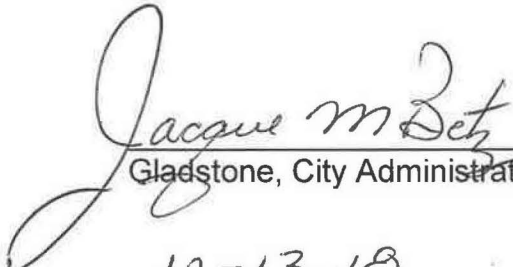
11. **Compliance with Applicable Law.** Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Both party's performance under this Agreement is conditioned upon either parties compliance with the provisions of the Oregon Revised Statutes, including but not limited to ORS 279A, B, and C, which are incorporated by relevant reference herein. Notwithstanding the foregoing, the County is solely responsible for any and all contracts and subcontracts associated with the project management and due diligence work to be funded by this Agreement, including but not limited to procurement under applicable public contracting laws, contract management, and payments to contractors and subcontractors. County acknowledges that other than City's payment of funds to the County, City has no other obligation or responsibility for this the project management and due diligence work.
12. **No Third Party Beneficiary.** The County and City are the only parties to this Agreement and as such, are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
13. **Indemnification.** Within the limits of the Oregon Tort Claims Act, each party agrees to indemnify and defend the other and its elected officials, officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this Agreement, excluding the cost of defense and attorney fees, arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its elected officials, employees, agents, subcontractors or representatives.
14. **Merger Clause.** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
15. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
16. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force

and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

City of Gladstone



Gladstone, City Administrator

12-13-18

Date

Clackamas County Board of County Commissioners by:

Chair

Date

Recording Secretary

Approved as to Form:



County Counsel 01/02/2019

Attachment 1

Project Management and Due Diligence Work Program

- Overall Project Management – A single overall project manager should be identified with responsibility to manage the full work program, including work elements being carried out by other consultants and agency staffs.
- Governance – A key conclusion of this effort will be to identify a transferee and the governance structure through which to implement the transfer of the Locks from the Corps to a new owner.
- Funding – The companion conclusion to the governance question will be to determine the appropriate funding strategy to implement needed capital repairs and support ongoing operations, maintenance, and periodic capital improvements.
- Engineering – The Consultant team should include a civil engineer with experience with locks. This person will be responsible for consulting with the Corps to fully understand their engineering assessment, verify the scope of work for each repair item, confirm costs and assist the Locks Commission in finalizing an agreed upon short- and long-term capital repair plan.
- Public Outreach – The Consultant, working with the assistance of the full partners group will design and implement an appropriate public outreach work program with an eye toward building a base of support for ultimate implementation.
- Advocacy – The Consultant will develop and manage the best approach for any state or federal legislative and administrative advocacy stemming from recommendations by the Commission or full partners group.
- Agency Organization Structure and Capabilities – With the assistance of the full partners group and accessing the experience of the Corps, the Consultant will be responsible for defining the staffing and resources required for the transferee to be successful.
- Other studies and issues as required – As the project manager, the Consultant will be required to identify issues to be addressed and ensure that resources from the Consultant and/or the full partners group are assigned to analyze or otherwise address the issue.

Commission Proposal – The Consultant will be responsible for drafting the final Commission proposal



January 10, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
Assistants

Execution of a Quitclaim Deed Releasing an Interest in a Temporary
Slope Construction Easement – Clackamas Industrial Area

Purpose/Outcomes	Execute quitclaim deed to release interest in a temporary slope construction easement.
Dollar Amount and Fiscal Impact	None identified
Funding Source	N/A
Duration	Indefinitely
Previous Board Action	None
Strategic Plan Alignment	Build Public Trust Through Good Government
Contact Person	Nate Boderman, 503-655-8364
Contract No.	N/A

BACKGROUND:

As part of the pending sale of a portion of the Clackamas Industrial Opportunity Area (CIAO) property to the Oregon Bottle Recycling Cooperative (OBRC), the Development Agency is obligated to remove certain encumbrances affecting title to the property. One such encumbrance is a temporary slope construction easement that was recorded on November 10, 1981 as document No. 81-038746. By its terms, this easement was to automatically expire upon the completion of the Clackamas Industrial Area Local Improvement District. Development Agency staff have confirmed that no additional improvements associated with such a local improvement district remain to be completed. The title company has requested that the County execute the attached quitclaim deed to evidence that the temporary slope construction easement is no longer needed by the County.

The quitclaim deed included with this staff report would release any and all interest that Clackamas County may have in the easement described above. The quitclaim deed would release to the Development Agency any interest the County has in the property by virtue of the temporary slope construction easement. This release would then allow the Development Agency to complete the transfer of the property to OBRC free and clear of the encumbrance described above.

RECOMMENDATION:

Staff recommends the Board execute the attached quitclaim deed.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nate Boderman", with a long horizontal flourish extending to the right.

Nate Boderman
Assistant County Counsel

After recording, return to: I
 Clackamas County I
 150 S. Beaver Creek Road I
 Oregon City, OR 97045 I
 I
Accepted By Clackamas County I
Development Agency I
 I
Agenda Date & Number: _____ I
OR I
Board Order Number: _____ I

STATUTORY QUIT CLAIM DEED

Clackamas County, a political subdivision of the State of Oregon (“Grantor”), releases and quit claims to the Clackamas County Development Agency, the urban renewal agency of Clackamas County (“Grantee”), all its right, title, and interest in and to its easements over, in, and under the real property described on the attached Exhibit A, which description by this reference is hereby incorporated herein as if set forth in full.

The easement was originally granted to Grantor by an instrument recorded on November 10, 1981, referenced as Document No. 81-038746 in the Clackamas County Deed Records.

The true consideration for this conveyance is the sum of \$0 dollars and other such good and valuable consideration. The easement is no longer necessary for use by the Grantor.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this _____ day of _____, 20__.

Clackamas County

BY: _____
Chair, Board of County Commissioners

NAME: _____

STATE OF OREGON)
)
County of Clackamas)

This instrument was acknowledged before me on _____, 20__ by
_____, authorized to act on behalf of Clackamas County, Grantor.

Notary for Oregon
My Commission expires: _____

ACCEPTED BY GRANTEE:
CLACKAMAS COUNTY DEVELOPMENT AGENCY

Chair

Date

STATUTORY QUIT CLAIM DEED
EXHIBIT A

Legal Description

A portion of that certain tract of land described in Clackamas County Deed Records 78-9691, further described as follows:

- A temporary slope easement for construction purposes, 5 feet wide, lying ~~west of and adjacent to the most westerly right-of-way line of Wilde Road.~~
- ~~Also, a temporary slope easement for construction purposes, 10 feet wide,~~ lying south of and adjacent to the most southerly right-of-way line of Capps Road from the northeast corner of said tract to a point which is westerly a distance of 255 feet. All located in Section 15, T. 2 S., R. 2 E. of the W. M., Clackamas County, Oregon.



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

Administration

Scott Archer, Director
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

January 10, 2019

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

Members of the Board:

Approval of Amendment #1 to the Grant Agreement with Oregon Parks and Recreation Department (OPRD) and the City of Milwaukie for the Development of Wichita Park

Purpose/Outcomes	Extends the OPRD grant agreement providing funding to implement the development of Wichita Park in the City of Milwaukie
Dollar Amount and Fiscal Impact	N/A
Funding Source	North Clackamas Parks and Recreation District funds
Duration	Effective when signed and terminates May 30, 2019
Previous Board Action	<ul style="list-style-type: none"> • BCC Business Meeting February 25, 2016 – Approval of a resolution to apply for the grant (Board Order 2016-23) • BCC Business Meeting November 23, 2016 – Approval of the Grant Agreement
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Honor, utilize, promote and invest in our natural resources 2. Build public trust through good government
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4421 Kathryn Krygier, <i>Planning & Development Manager</i> , 503-742-4358

BACKGROUND:

The North Clackamas Parks and Recreation District (“NCPRD”), a division of Business and Community Services, requests the approval of Amendment #1 to a Land and Water Conservation Fund Grant Agreement (“Agreement”) with Oregon Parks and Recreation Department.

The District Advisory Board and the NCPRD Board of Directors have identified neighborhood park improvements at Wichita Park, within the Linwood neighborhood in Milwaukie, as a high priority project need in the NCPRD 2007 Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvement Plan.

This grant agreement provides funding to implement development of neighborhood park elements at Wichita Park. The agreement terminated on October 31, 2018. The project got a later start than anticipated and construction lasted longer than the term of the original agreement. By extending the termination date, NCPRD is able to use grant funding through the completion of the project.

County Counsel has reviewed and approved the language of the amendment.

RECOMMENDATION:

Staff respectfully recommends the Board approve this amendment and authorizes the BCS Director, BCS Deputy Director or designee to sign all documents necessary to effectuate the same.

ATTACHMENTS:

1. Amendment #1 to Land and Water Conservation Fund Grant Agreement
2. Land and Water Conservation Fund Grant Agreement with Oregon Parks and Recreation Department, North Clackamas Parks and Recreation District, and City of Milwaukie for the Development of Wichita Park

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

**AMENDMENT TO STATE/LOCAL AGREEMENT
LAND AND WATER CONSERVATION FUND PROGRAM**

This Amendment No. 1, to OPRD Land and Water Conservation Fund Program Agreement #41-01595; OP2531, hereinafter referred to as "Agreement." Between the **State of Oregon**, acting by and through its Oregon Parks and Recreation Department (OPRD), hereinafter referred to as "State," and **North Clackamas Parks and Recreation District** hereinafter referred to as "Grantee," and collectively referred to as the "Parties, effective as of **April 13, 2017**;

NOW, THEREFORE, OPRD and Sponsor agree as follows:

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment.** The Agreement is hereby amended as follows (unless otherwise indicated, new language is indicated by underlining and deleted language is italicized and bracketed):
 - a. Section 1 of the Agreement is amended as follows:

1. **Effective Date.** This Agreement shall become effective on the later of **October 15, 2016** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before [~~October 31, 2018~~] May 30, 2019. (Project Completion Date). No Grant Funds are available for any expenditures after the Project Completion Date. This Agreement expires on the earlier of the date final reimbursement is paid by State or 46 days after the Project Completion Date if State has not received Grantee's final request for reimbursement as provided in Section 6.b.iv.

Except as expressly amended above, all other terms and conditions of the original Agreement remain in full force and effect. Recipient certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be properly executed by their authorized representatives as of the day and year hereinafter written.

North Clackamas Parks and Recreation
Sponsor Title

Oregon Parks and Recreation Department

Sponsor Signature

Daniel Killam, Deputy Director of Administration

Date

Date

=====
Recommended by:

Michele Scalise, Grant Program Coordinator
Oregon Parks and Recreation Department

Date

Jan Hunt, Grants Section Manager
Oregon Parks and Recreation Department

Date

**STATE-LOCAL AGREEMENT
LAND AND WATER CONSERVATION FUND**

OPRD Grant Number: OP 2531

NPS Grant Number: 41- 01595

Project Title: Wichita Park Development

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Oregon Parks and Recreation Department (OPRD), hereinafter referred to as “State,” and **North Clackamas Parks and Recreation District**, and **City of Milwaukie**, hereinafter referred to as “Grantees,” and collectively referred to as the “Parties.”

1. Effective Date. This Agreement shall become effective on the later of October 15, 2016 or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **October 31, 2018** (Project Completion Date). No Grant Funds are available for any expenditures after the Project Completion Date. This Agreement expires on the earlier of the date final reimbursement is paid by State or 46 days after the Project Completion Date if State has not received Grantees’ final request for reimbursement as provided in Section 6.b.iv.

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; Grant Application**

Exhibit B: **Federal Requirements**

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.

3. Project Cost; Grant Funds; Match. The total project cost is estimated at **\$530,000**. In accordance with the terms and conditions of this Agreement, State shall provide Grantees an amount not to exceed **\$265,000** or **50** percent of the total eligible Project Costs, whichever is less, of Grant Funds for eligible costs described in Section 6 hereof. Grantees shall provide matching funds or the equivalent in labor, materials, or services, in accordance with the rules, policies and guidelines for the Land and Water Conservation Fund governing eligible match, including for all Project Costs as described in Exhibit A

4. Project; Notice to Proceed; Changes. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. Grantees may begin work upon receipt of a Notice to Proceed from the State and shall have one year from the date of the Notice to Proceed to commence substantial work (i.e., to award contracts for work or show at least 25% of the Project is complete). Failure to comply with this requirement may result in cancellation of the Project and termination of this Agreement and no expenses incurred by Grantees will be eligible for reimbursement. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 10.d hereof.

5. Progress Reports. At least once each three months beginning three months after the effective date of this Agreement, or with each reimbursement request if such requests are made more often than once every three months, Grantees shall submit progress reports to State on forms provided by State. A final report must be included with final request for reimbursement described in Section 6.b.iv.

6. Disbursement and Recovery of Grant Funds.

a. Disbursement. State shall disburse Grant Funds to Grantees in response to Grantees' properly submitted Requests for Reimbursement of Grantees' eligible costs and expenses incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. The source of the Grant funds is the United States Department of the Interior, National Park Service, as specified in the Land and Water Conservation Fund Project Agreement. State shall make reimbursements within 30 days of the approval by State of Grantees' request for reimbursement, provided that such request (1) is made using a form designated and provided by State; and (2) is supported by copies of project invoices and appropriate documentation confirming that project invoices have been paid. Grantees may submit payment requests no more than once per calendar quarter. State shall disburse up to **75 percent** of the Grant Funds to Grantees on a cost reimbursement basis upon approval of invoices submitted to State. State will disburse the final 25 percent of the Grant Funds upon approval by State of the Final Report and the completed Project. Grantees must submit the final request for reimbursement following completion of the Project and no later than 45 days after the Project Completion Date. If Grantees fails to submit the final request for reimbursement within 45 days after the Project Completion Date, State may elect not to disburse the final 25 percent of Grant Funds. Final payment will be made upon satisfactory completion, as determined by State, of the Project. Eligible costs are the reasonable and necessary costs incurred by Grantees in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit. Within 90 days of the earlier of the Project Completion Date or the Project Expiration Date, administrative and financial closeout of the Grant must occur. During this 90 day period, the following documents must be provided to the National Park Service before the Service can approve and process any Final Payment:

- i. a final report attesting to the completion of the project in accordance with the approved project agreement/amendment;
- ii. a final on-site inspection report for development projects;
- iii. a completed site plan (up to 14 inches x 17 inches in size) indicating the type and location of Fund-assisted facilities and/or acquired properties along with the official park or site name unless previously submitted or evident on the signed and dated Section 6(f) map;
- iv. a signed and dated Section 6(f)(3) project boundary map if more accurate than the current one in the NPS file including the delineation of any newly added parcels as a result of the project;
- v. if applicable, a completed certification (PD/ESF page 12) by the State Liaison Officer that the State has reviewed each appraisal associated with this project per federal requirements;
- vi. other required documentation not previously submitted; and
- vii. Digital images of completed project.

b. Conditions Precedent to Disbursement. State's obligation to disburse Grant Funds to Grantees is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Grantees are in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.

iii. Grantees' 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. Grantees have provided to State a request for reimbursement as described in Section 6.a

c. Recovery of Grant Funds. Any funds disbursed to Grantees 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 must be returned to State. Grantees shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Grantees shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Grantees.** Grantees represents and warrants to State as follows:

a. Organization and Authority. Grantees are duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantees have full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantees of this Agreement (1) have been duly authorized by all necessary action of Grantees 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 or any provision of Grantees' Articles of Incorporation or Bylaws, if applicable, (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 Grantees are a party or by which Grantees 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 Grantees of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Grantees, and each of them, and constitutes a legal, valid and binding obligation of the Grantees, and is jointly and severally enforceable against each of them, 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. Grantees' 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. No Debarment. Neither Grantees nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantees agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set 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. Grantees 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. Grantees shall ensure that each of its subGrantees and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of the Interior their duly authorized representatives shall have access to the books, documents, papers and records of Grantees that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, the United States Department of the Interior and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantees shall permit authorized representatives of State, the Secretary, or their designees to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantees as part of the Project, and any transportation services rendered by Grantees.

b. Retention of Records. Grantees 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 a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following expiration or termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Grantees shall retain the records until the questions are resolved.

c. Expenditure Records. Grantees shall document the expenditure of all funds disbursed by State under this Agreement. Grantees shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the moneys were expended.

d. Audit Requirements.

i. Grantees receiving federal funds in excess of \$750,000 in a fiscal year are subject to audit conducted in accordance with 2 CFR Part 200, Subpart F. If subject to this requirement, Grantees shall, at Grantees' own expense, submit to State, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement.

ii. Grantees shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Grantees acknowledges and agrees that any audit costs incurred by Grantees as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantees and either State or State of Oregon.

9. Termination. This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this contract, all accounts and payments will be processed according to the

financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.

10. GENERAL PROVISIONS

a. Contribution; Subcontractor Indemnity and Insurance. 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 State or Grantees 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 State is jointly liable with Grantees (or would be if joined in the Third Party Claim), State 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 Grantees in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantees 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 State on the one hand and of Grantees 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. State'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 State had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantees are jointly liable with State (or would be if joined in the Third Party Claim), Grantees 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 State in such proportion as is appropriate to reflect the relative fault of Grantees on the one hand and of State 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 Grantees on the one hand and of State 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. Grantees' 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.

Grantees shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or

hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantees' contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

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.

c. Responsibility for Grant Funds. Any Grantees of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that Grantees' breach of the conditions of this Agreement, and shall, upon Grantees' breach of conditions that requires State to return funds to the federal government, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Grantees 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; Process for Project Change Requests This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

Notwithstanding any other provision to the contrary, if Grantees seek any changes in either the Project Scope or the Project Budget (a "Project Change") Grantees must obtain prior approval of State as specified below. The Grantees shall be fully responsible for all costs that occur outside the established Project Scope, schedule or budget and prior to State's approval of a Project Change. State may in its sole discretion, approve or disapprove of any proposed Project Change in Project Scope or Project Budget. In the event State approves Project Change, such the Change must be reduced to writing and implemented as an amendment to this Agreement. The following Project Changes must be approved by State to be eligible for funding under this Agreement:

Any significant change or reduction in the Scope of Work described in the Project Description of Attachment B (Project Application, including the Project description and project budget).

Any deviation from the original Project Budget set forth in Attachment B. Any budget change request must explain in detail what change is requested, the reason for the requested change, and any efforts that Grantor has made or will make to mitigate the effect of the proposed budget change.

e. Duplicate Payment. Grantees are 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. State and Grantees 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.

Grantees acknowledge and agree 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 the Grantees, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

g. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantees Contact or State Contact at the 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 10.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the Grantees of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

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 State (or any other agency or department of the State of Oregon) and Grantees 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; Remedies. Grantees shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the Project, including without limitation OAR chapter 736, Division 8 (the Land and Water Conservation Fund administrative rules) and laws prohibiting discrimination on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, age, and source of income or mental or physical disability in the performance of this Agreement. Without limiting the generality of the forgoing, Grantees shall comply with the LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT (the Federal Project Agreement), attached hereto as Exhibit B as though the term "State" as used in Exhibit B means "Grantees" except where the intent of the terms means only the State of Oregon. The benefit to be derived from full compliance by the Grantees with the terms of this Agreement is the preservation, protection, and the net increase in the quantity and quality of public outdoor recreation facilities and resources which are available to the people of the State of Oregon and of the United States, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money and other assistance furnished under the terms of this Agreement, Grantees agree that payment by the Grantees to State of an amount equal to the value of any assistance extended under this Agreement would be inadequate compensation to State for any breach by the Grantees of this Agreement. Grantees further agrees, therefore, that the appropriate remedy for State in the event of a breach by the Grantees of this Agreement shall be the specific performance of the Agreement.

j. Insurance; Workers' Compensation. All employers, including Grantees, 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. Grantees shall ensure that each of its subGrantee(s), contractor(s), and subcontractor(s) complies with these requirements.

k. Independent Contractor. Grantees shall perform the Project as an independent contractor and not as an agent or employee of State. Grantees have no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Grantees performs the Project, except as specifically set forth in this Agreement. Grantees are responsible for determining the appropriate means and manner of performing the Project. Grantees acknowledges and agrees that Grantees is not an "officer", "employee", or "agent" of State, 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, 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. Grantees, by the signature below of each of its authorized representatives, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

o. Publicity. Sponsor shall make every effort to acknowledge and publicize ORPD's participation and assistance with the project. Sponsor agrees to place signs at the Project location acknowledging ORPD's grant program support. Sponsor also agrees to maintain the signs throughout the life of the project. State may withhold final reimbursement payment until signage has been placed.

p. Contractor or Sub-Recipient Determination

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

X Recipient is a sub-recipient; OR Recipient is a contractor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: [15.916]

p. Information required by 2 CFR § 200.331(a)(1)

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): North Clackamas Parks and Recreation District and City of Milwaukie
- (ii) Subrecipient's DUNS number: 93-6002286 - North Clackamas Parks and Recreation District; 002005155 City of Milwaukie
- (iii) Federal Award Identification Number (FAIN): 41-01595
- (iv) Federal Award Date: August 10, 2016
- (v) Sub-award Period of Performance Start and End Date: From October 15, 2016 to October 30, 2018
- (vi) Total Amount of Federal Funds Obligated by this Agreement: \$303,928.50
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \$265,000
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$265,000
- (ix) Federal award project description: Development of neighborhood park including a playground, walking paths, native landscaping, water fountain, benches, picnic tables, a disc golf basket, irrigated grass, fencing and signage, and indirect rate.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: National Park Service, Department of the Interior
 - (b) Name of pass-through entity: Oregon Parks and Recreation Department
 - (c) Contact information for awarding official of the pass-through entity: Lisa Sumption, State Liaison Officer (503) 986-0660
- (xi) CFDA Number and Name: __15.916 Outdoor Recreation_Acquisition, Development and Planning
Amount:
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: 0%

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

North Clackamas Parks and Recreation District

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required in local process)

By _____
Grantee's Legal Counsel

Date _____

City of Milwaukie

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required in local process)

By _____
Grantee's Legal Counsel

Date _____

Grantees Contacts:

North Clackamas Parks and Recreation District

Scott Archer, Director
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4421

SArcher@co.clackamas.or.us

City of Milwaukie

Ann Ober, City Manager
10722 SE Main Street
Milwaukie, OR 97222
(503) 786-7501
obera@milwaukieoregon.gov

State Contact:

Michele Scalise, Lead Grant Program Coordinator
725 Summer Street NE, Suite C
Salem, OR 97301
(503) 986-0708
michele.scalise@oregon.gov

STATE OF OREGON, by and through its
Department of Parks and Recreation

By _____
Tracy Loudon, Business and Technology Solutions Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Michele Scalise, Grant Program Coordinator

Date _____

By _____

Jan Hunt, Recreation Grants Section Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over \$150,000)

By: Approved for legal sufficiency by Assistant
Attorney General Marvin Fjordbeck by
email dated October 21, 2016

Name _____
(printed)

Date _____

EXHIBIT A

Project Description and Budget

1. Project. Development of neighborhood park including a playground, walking paths, native landscaping, water fountain, benches, picnic tables, a disc golf basket, irrigated grass, fencing and signage, and other work as described in **Grantee's Project Application** attached hereto and incorporated into this Exhibit A.

2. Public Access to the Project: The Project Sponsor shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.

3. Continued Operation: Upon completion of the Project, Project Sponsor shall be responsible for the operation and maintenance of said facility for public outdoor recreation in the manner and according to the standards set forth in the Department of the Interior Manual.

Grant Application for

Wichita Park Development

Contact

Sponsor Name:

North Clackamas Parks and Recreation District

First Name:

Scott

Last Name:

Archer

Address 1:

150 Beaver Creek Road

Address 2:**City:**

Oregon City

State:

OR

Zip Code:

97045

Contact Phone:

503-742-4421

Contact Fax:

503-742-4349

Contact Email:

sarcher@clackamas.us

Federal Tax ID:

93-6002286

Organizational DUNS Number:

93-6002286

Project

Project Name:

Wichita Park Development

Funds Requested:

\$265,000.00

Matching Funds:

\$265,000.00

Total Cost:

\$530,000.00

Brief Project Description should be a concise overview of the project elements limited to 40 words or less.:

Brief Project Description:

Construction of Wichita Park, a neighborhood park in Milwaukie, including a playground, walking paths, and native landscaping. A water fountain, benches, picnic tables, a disc golf basket, irrigated grass, fencing and signage will also be included in the park.

Enter estimated project start and end dates below.:

Start Date:

September 1, 2016

End Date:

September 1, 2017

Percent of Grant:

0.5000000000000000

Percent of Match:

0.5000000000000000

Site Name:

Wichita Park

Site Acreage:

0.91

Site Town - City:

Milwaukie

Site County:

Clackamas

Site Description:

Wichita Park is a 0.91-acre undeveloped neighborhood park within the Linwood Neighborhood in Milwaukie. Currently the park features field grass and eight native trees planted by neighbors. The park is flat and does not include any wetlands or sensitive habitat. It is located on Monroe Street, designated a "neighborhood greenway".

Is the proposed project within an existing 6(f) boundary?:

No

Land Control:

Fee Simple

Latitude:

45.444332896936778

Longitude:

-122.601810693740840

--

Supplemental

1. PROJECT NARRATIVE :

a. Describe all elements of the project, the need for assistance and project objectives. Describe who will do the work and who will provide supervision. :

The Wichita Park Development project includes final design and construction of a .91-acre neighborhood park, including a playground, paved and soft surface trails, benches, picnic tables, a disk golf basket, a water fountain, bicycle parking and a split-rail fence. Native trees and plants will be planted around the perimeter of the park, and all current trees on-site will be retained. A new, fully irrigated lawn will provide for an open recreational experience. The Wichita Park project provides new park facilities for 4,900 residents that live within a ½-mile radius in the fully developed Linwood neighborhood. The proposed project is identified in the NCPRD Master Plan, is a priority project in the District Capital Improvement Plan, and the park master plan is adopted in the City of Milwaukie Comprehensive Plan. A District-wide survey in 2012 identified neighborhood parks as the most visited facilities and most important facility to residents. Over 81% of park users responded that they had used a neighborhood park in the last year. The proposed project is championed by the Linwood Neighborhood District Association (NDA) and has strong support from the District's Board of Directors, the District Advisory Board, and Milwaukie City Council. Wichita Park is surrounded by residential homes and has access to SE Monroe Street, a Neighborhood Greenway that is planned to receive future bicycle and pedestrian improvements. The park site is currently an undeveloped neighborhood park, with eight native trees planted by neighbors and field grass that is mowed regularly by the District. The park site was acquired by the City of Milwaukie in 1987 from the Wichita Water District. The City of Milwaukie joined the North Clackamas Parks and Recreation District when the District formed in 1990. The District provides park and recreation services, including park development, maintenance, operations, and programming within City of Milwaukie parks under an Intergovernmental Agreement (IGA). The Linwood Neighborhood, where the Wichita Park is located, is a highly populated and fully developed area. There is only one other developed neighborhood park located in this neighborhood, leaving this neighborhood of the District underserved. The neighborhood has a lower average household income, higher unemployment rate, and a higher percentage of households with children than the District average and Portland Metropolitan region. Over 70% of children in the local school are eligible for free or reduced lunch. The neighborhood is also more diverse than the District average, with over 12% Latino residents and a higher population of senior citizens than the Region. The District and City worked together with the Linwood NDA to develop a master plan for the park, which was adopted in 1999. The master plan was updated in 2014, and the District worked with Lango Hansen Landscape Architects to complete preliminary construction plans and specifications in 2015. The only dedicated source of funding available to NCPRD for land acquisition and the development of new parks is System Development Charges (SDCs). However, the City of Milwaukie is largely built-out, and there is limited opportunity for new development (and SDC funds) within the City. This provides a funding gap, and explains why it has taken NCPRD and the City so long to prepare to develop Wichita Park. Without grant funding and Linwood NDA donations the District is unable to fund the Wichita Park construction. After receiving the

grant notice to proceed NCPRD plans to complete playground design and construction documents later this year. The designs for the park will be completed by an engineering firm, and NCPRD will engage a qualified construction contractor to build the park. Construction would occur as soon as possible, as weather permits, and the official opening of the park is projected to be summer, 2017. The NCPRD Construction Manager will provide supervision of the project, with assistance by the Maintenance Supervisor and Senior Planner, who will provide grant management.

b. Describe any facilities to be constructed, existing facilities which are to be renovated, removed or demolished. Describe the present development on the site and how proposal fits in with future development. :

NCPRD will work with a qualified construction contractor to install and construct the following facilities: a playground including a slide, swings, and modern play structures, and a rubber tile play surface, paved and soft surface trails, three benches, three picnic tables, a disk golf basket, water fountain and bicycle parking. The contractor will install site drainage, irrigation, and landscaping, including over twenty new native trees and fifty new native shrubs, which will join the trees that will be retained on-site. The park is currently undeveloped, and has an open lawn area with a few trees planted by neighborhood volunteers. Field grass grows on the site and is currently maintained as necessary by the NCPRD Maintenance Team. The site is flat and will not require excessive fill or removal to develop as a neighborhood park. The proposed park is within a fully developed residential neighborhood, mostly built between 1960 and 1970, that has experienced some in-fill development recently. The park fits in well with the current neighborhood development and will fit in with whatever future changes might occur in the neighborhood. The park is intended to include active recreation, and the proposed improvements are appropriately planned for the size of the park. No additional development of the park is planned beyond that which is included in this grant application.

2. SCORP CRITERIA: Consistency With the following Statewide Priorities (0-20 points):

a. Major rehabilitation projects involve the restoration or partial reconstruction of eligible recreation areas and facilities. If the project includes major rehabilitation, please check all that apply: :

i. Please list the specific facilities that are in need of rehabilitation. Upload photos in the Attachments tab showing the facilities in need of rehabilitation.:

No rehabilitation proposed.

ii. If only part of the project is rehabilitation, approximately what percentage of the project is rehabilitation?:

0

b. Non-motorized trail connectivity. Trail connectivity involves linking urban trails to outlying Federal trail systems; linking neighborhood, community and regional trails; connecting community parks and other recreational public facilities; connecting

parks to supporting services and facilities; connecting neighboring communities; and providing alternative transportation routes. To what extent does the project address non-motorized trail connectivity? :

The Wichita Park project promotes non-motorized trail connectivity because it provides a hard surface trail connecting the playground to the future sidewalks of SE Monroe Street, and a features a small soft surface loop trail in an area currently underserved by trails. The park also is planned to include bike parking and a water fountain that neighbors and cyclists will utilize. NCPRD will separately build and fund sidewalks and a bike lane in conjunction with this project along SE Monroe Street, which currently does not have bicycle and pedestrian improvements. As an important east-west route across Milwaukie, Monroe Street connects several Neighborhoods and Downtown Milwaukie, and has been identified in the City's Transportation System Plan (TSP) as a "Neighborhood Greenway."

Neighborhood Greenways are low-volume, low-speed routes that provide safe, quiet routes for motorists, pedestrians, and bicycles. Future improvements to Monroe Street will be supported by the proposed facilities at Wichita Park, and bring more people safely to the park.

c. Projects supporting or providing a base for individual active participation. 'Active' means those forms of recreation that rely predominantly on human muscles, and includes walking, sports of all kinds, bicycling, running, and other activities that help people achieve currently accepted recommendations for physical activity levels. To what extent does the project support or improve access to individual active participation? :

Wichita Park provides a base for individual active participation through offering a new park in a neighborhood that is currently underserved. The Linwood neighborhood has only one other playground that serves over 4,900 residents. The playground is designed to encourage children to play together or separately, and has a number of climbing and swinging elements that will encourage children to be more active and is designed to be accessible for all. Members of the Linwood NDA and other members of the community chose the modern style playground elements because they were unlike anything else in the City of Milwaukie. The playground will provide a variety of developmentally appropriate activities, offer healthy risk, and challenge children of all abilities, creating a place where everyone wants to play. The Supernova is specifically designed for children to get together to make it work and is accessible to all children. The proposed park has both paved and soft surface trails including a small loop trail that can be used by caregivers as their children are playing on the playground, or by children that want to explore the surrounding trees and planted landscaped areas. The disk golf basket featured in park is the first of its kind in the District, and will allow friends, families, and neighbors to try their skill at a new game. When the disc golf basket is not in use, the park features a flat grass field that children can run and play on, or kick or throw a ball around in, participating in "free play".

d. Sustainability. To what extent does the project address sustainability recommendations for OPRD-administered grant programs? Please see Chapter Seven (pages 115-117) of SCORP for sustainability recommendations for land acquisition, new facility development, major rehabilitation, and trail projects.:

NCPRD is committed to designing, constructing, and managing its park facilities in a sustainable manner and will follow best management practices. The Wichita Park project will reflect this commitment through maximizing the use of open space within a fully

developed neighborhood, including active recreation at the playground, and providing contemplative and gathering spaces in the trail and picnic areas. NCPRD and the City always practice careful site selection so that new park sites protect existing ecosystems and sensitive habitat areas and utilize in-fills for new developed park locations. Wichita Park is a convenient site for neighbors within the community, and has been designed to fit in with the surrounding residential homes. The Wichita Park uses water efficient landscaping and identifies the use of native and locally grown trees and plant species, which will increase their propensity to survive, including Maple, Oregon Ash, and Oregon White Oak. NCPRD construction contractors will practice care in retaining the current native trees that were planted by neighbors. NCPRD will install a centrally controlled irrigation system that adjusts output according to the amount of rain, and is only used when necessary. Public recycling containers will be provided at the park when it is complete. The NCPRD Parks Maintenance and Natural Resources Management Teams will work together to control invasive plants. NCPRD works with Clackamas County and the City of Milwaukie to sustainably manage the use of pesticides within the District and has developed an Integrated Pest Management Plan (IPMP). NCPRD will use bioswales to handle storm run-off along the Monroe Street Right-of-Way. The City of Milwaukie and NCPRD have identified the walkways on-site to include permeable pavement where feasible. Wichita Park creates a diverse set of recreational experiences which are currently underserved in the local area and addresses an identified unmet need. There are only two other small neighborhood parks in the Linwood neighborhood, only one of which is developed with a playground. The Linwood NDA specifically designed this park with NCPRD to have play elements different from anything else in the community. Additionally, all neighborhood parks within Milwaukie are small, averaging one acre in size, because they have been built where opportunities present themselves, and where land is available within a fully developed community. The Wichita Park will give neighborhood families a park to walk to, encouraging physical fitness and reducing the obesity rate among Oregon residents and will provide community children a new place to play. People living in the Linwood Neighborhood are currently challenged to find outdoor active places to play. The Wichita Park project will increase equitable distribution of park and recreation facilities in Milwaukie and provide for an unmet need in the neighborhood. The Wichita Park project will provide recreational opportunities for underserved and underrepresented populations. Specifically, 12% of the Linwood neighborhood population is Latino, compared to 10% in the rest of the District. Additionally, the neighborhood is economically disadvantaged, with the average household income less than the rest of the District. Over 70% of students at Linwood Elementary and over 75% of students at Lewelling Elementary School are eligible to receive free or reduced-price lunches. These students are especially in need of free recreational outdoor opportunities in their community. NCPRD provides a RecMobile program in the summer that provides weekly recreational opportunities to children throughout the community. This opportunity is not currently offered in the Linwood neighborhood. The free drop-in program includes crafts, games, and fun themes, and could be offered at Wichita Park after it is fully developed.

3. SCORP CRITERIA: Local Needs and Benefits (0-30 points) :

A map clearly identifying the project location and UGB or unincorporated community boundary or Tribal community boundary drawn on it must be uploaded

in the attachments section of this application. Is your project in a CLOSE-TO-HOME area (located within an urban growth boundary (UGB), unincorporated community boundary, or a Tribal Community) or in a DISPERSED AREA (located outside of these boundaries)? :

close-to-home

a. Please identify how the project satisfies the county- level needs by using priorities identified in either the Public Recreation Provider Survey, Oregon Resident Survey, Local Planning Document, and/or other local public planning process::

i. Public Recreation Provider Identified Need. Does the project satisfy county-level needs identified by the Public Recreation Provider Survey on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county. Please use either the Close-to-Home Priorities or Dispersed Area Priorities, not both. :

The Wichita Park project provides for Clackamas County Close-To-Home Priorities by supporting urban bike routes and trails connecting communities and parks through including a water fountain and bicycle parking and hard surface and soft surface trails that will provide an enjoyable place for neighbors to walk.

ii. Oregon Resident Identified Need. Does the priority project satisfy county-level need identified by the Oregon Resident Survey on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county.:

The Wichita Park project provides the following Oregon Resident Survey priorities: dirt/soft surface and paved/hard surface walking trails and paths, and children's playgrounds and play areas.

iii. To what extent does the project satisfy priority needs, as identified in a current local planning document (park and recreation master plan, city or county comprehensive plan, trails master plan, transportation system plan or bicycle and pedestrian plan)?:

The Wichita Park project is identified in a number of current local planning documents and is a priority for development for NCPRD, the City of Milwaukie, and the Linwood NDA. Development of Wichita Park is recognized in the District's Master Plan and Capital Improvement Plan as a Priority Project, and is identified in the 2016-2017 FY Capital Projects Fund budget. NCPRD hosted two publicly advertised community meetings in 1998 to develop the Wichita Park Master Plan and it was adopted by the City of Milwaukie as a Comprehensive Plan Document in 1999. The NCPRD District Advisory Board, Milwaukie Planning Commission, and Milwaukie City Council all held public meetings to discuss and approve the Master Plan. In 2014 NCPRD, City of Milwaukie Staff, the Linwood NDA, and a landscape architecture firm worked together to update the Master Plan, reflecting the current needs of the neighborhood and maintenance standards of the District. The Master Plan updates were approved by the Milwaukie Planning Commission in 2014. NCPRD then hired Lango Hansen Landscape Architects (LHLA) to develop preliminary design documents and a 30% Construction Document Design Estimate, which were completed in partnership in May, 2015. The Final NCPRD Draft District Master Plan 2015 document identifies neighborhood park development as a priority for district citizens in areas that are underserved. The Linwood neighborhood is specifically identified as an area with park

service below threshold, with only one other developed neighborhood park and playground that serves approximately 4,900 residents. A key recommendation of the Final Draft Master Plan (2015) is to develop unimproved park sites to improve level of service. The proposed mix of recreational opportunities for Wichita Park supports healthy and constructive lifestyles and appeals to a wide cross section of local residents and provides a park that is designed for family use. This will be an increasingly important social benefit as the population of the District is projected to grow from 116,000 residents to 130,000 residents over the next 20 years. Correspondingly, the number of youth within the District is projected to grow from 19,600 to 26,000 during the same period, requiring a higher playground and neighborhood park level of service than is currently offered in the District.

iv. If the project is not included in a current local planning document, describe the public involvement effort that led to the identification of the priority project including citizen involvement through public workshops, public meetings, surveys, and local citizen advisory committees during the project's planning process.:

Wichita Park development is identified in the following local planning documents: Wichita Park Master Plan, NCPRD Master Plan and Capital Improvement Plan, and City of Milwaukie Comprehensive Plan.

4. SCORP CRITERIA: Long Term Commitment to Maintenance (0-15 points):

a. Explain how you plan to continue area/facility operation and maintenance after the project is complete by providing the following information::

i. How will the project's future maintenance be funded? Please include specific maintenance funding sources such as tax levies, fee increases, and other funding sources which will be used. A Resolution to Apply submitted with this application should address funding for on-going operation and maintenance for this project.:

Residents of the City of Milwaukie voted to join the NCPRD in 1990. NCPRD maintains all parks within the City through an intergovernmental agreement (IGA) that outlines maintenance standards. NCPRD is a full service park district experienced in managing and maintaining public parks and facilities and has established maintenance policies and practices that apply to all District parks. Maintenance of District facilities is funded by the District's general fund which is supported by a dedicated property tax of \$.53/\$1000 assessed value. As such, long-term maintenance of the Park is not dependent upon future grant monies. Currently NCPRD maintains Wichita Park as an undeveloped neighborhood park and will continue to provide maintenance at Wichita Park at completion of the proposed neighborhood park improvements. The District has budgeted additional funds in the 2016-2017 Maintenance Budget to maintain the park to a higher standard upon completion of the proposed neighborhood park improvements. NCPRD's committed maintenance team has the capacity to carry out weekly playground inspections to identify and resolve maintenance issues as they arise. This includes monitoring playground facilities and repairing them to national standards when necessary to ensure user safety as well as to maintain playground appearance. Additionally, in line with current NCPRD protocols, an annual National Playground Safety Inspection will be carried out by a Certified Playground Safety Inspector.

ii. How much do you expect to spend annually or number of hours needed to maintain?:

NCPRD estimates approximately \$14,200 in annual maintenance budget for this park when construction is complete. This cost includes weekly maintenance service (mowing, blowing, and edging, garbage service and dog bag station maintenance); fertilization twice a year, leaf removal and weatherization, hard surface maintenance, and playground inspections and improvements as necessary. It also includes park utilities. This estimate was generated by evaluating other one-acre neighborhood parks within the District.

iii. Do you have partnerships with other agencies or volunteer maintenance? Provide documentation such as letters of support from volunteer organizations, cooperative agreements, donations, private project applicant support letters, or signed memoranda of understanding to demonstrate commitment to maintenance.:

The Linwood Neighborhood District Association (NDA) performs yearly volunteer clean-up events in the other two Linwood neighborhood parks and has provided a letter of support for this grant application. NDA members may also provide a regular neighborhood watch. The District has an Adopt-A-Park program in place that encourages community ownership and involvement in their neighborhood parks.

5. OVERALL SITE SUITABILITY CRITERIA: Site and Design Suitability Evaluation (0-10 points):

a. To what extent is the site suitable for the proposed development? Also describe the extent to which the site or project design minimizes negative impacts on the environment and surrounding neighborhood and integrates sustainable elements. :

The proposed Wichita Park site is suitable for park development due to its central location within a residential neighborhood. The proposed improvements are within a site that is currently an undeveloped park, and is in a currently underserved area of the District. The proposed park site is relatively flat and does not contain any wetlands, riparian areas, native vegetation or critical wildlife habitat. The site contains eight native trees that will be retained. The land on which the park will be built was previously owned by the now defunct Wichita Water District and the site is clear of any impedance to future development. The proposed park site is prominently located along SE Monroe Street and all development will be highly visible from the street, which will contribute positively to the security of the park and oversight of users. The District intends to fully evaluate and implement where appropriate, the latest technologies and designs for sustainable development when completing park project design and engineering. Park design features integrate sustainable elements, including storm water management, the exclusive use of native and local plant materials, and the use of recycled materials where feasible. The City of Milwaukie requires that all walkways be paved in a permeable concrete or asphalt. Impacts to surrounding neighborhoods are minimized by locating the playground in the central area of the park well away from perimeter areas and residential neighbors. Park hours will be limited to daytime hours.

6. COMMUNITY SUPPORT AND FINANCIAL COMMITMENT :

a. Community Support (0-5 points):

i. Can you demonstrate community support for the project by providing information such as letters of support and/or survey analysis? If yes, supply supporting documentation with this application.:

Yes

b. Financial Commitment (0-10 points):

i. What is the source of local matching funds for the project? A Resolution to Apply must be submitted with this application to indicate a commitment of local match funding for the project.:

The Wichita Park construction project is budgeted in the NCPRD 2016-2017 Capital Projects Fund budget. Specifically, funds include System Development Charges and a \$10,000 donation from the Linwood NDA. A Resolution to Apply is attached to this grant application.

ii. Project applicants are encouraged to develop project applications involving partnerships between the project applicant, other agencies, or non-profit organizations. Project applicants are also encouraged to demonstrate solid financial commitment to providing necessary project maintenance and upkeep. To what extent does the project involve partnerships with other agencies or groups? Are donations and/or funding from other agencies or groups secured? :

The Linwood NDA has been dedicated to raising community awareness of this undeveloped neighborhood park site for the last five years. The NDA has done fundraising for the new park, dedicating approximately \$10,000 to park development, and is committed to assisting the District in future fundraising and volunteer efforts. The NDA provides regular clean-up events in two other neighborhood parks and is ready to assist with maintenance of this park. The City of Milwaukie is a partner with the District through their ownership of this park property, and fully endorses this application.

iii. To what extent has funding been secured to complete the project?:

NCPRD has secured System Development Charges (SDCs) and donations for the project. All matching funds for this project are identified in the NCPRD Fiscal Year 16-17 Capital Projects Fund budget. The NCPRD Board of Directors approved this application and the commitment of matching funds in their February 25, 2015 public Business Meeting.

7. ACCESSIBILITY COMPLIANCE :

a. Does your agency have a board or city council adopted/approved ADA Transition Plan and/or Self Certification? :

Yes

b. How will your proposed project meet the current accessibility standards?:

Wichita Park has been designed to meet current accessibility standards. The proposed walkway to the playground will have slopes of less than 5% and will be hard-surfaced. The entrances to the park and playground will meet required grade standards. The playground is accessible and features a fully accessible rubber tile play surface. NCPRD will also include an accessible picnic table in the park.

7.1. OPPORTUNITY FOR INCLUSION IN RECREATION: Does the proposed project provide an inclusive recreational opportunity? Inclusive recreation elements allow individuals with and without disabilities to participate in recreational activities together. Please describe how the project will provide an active recreation opportunity to individuals with disabilities along with their peers without disabilities.:

The new playground will provide an opportunity for individuals with disabilities to play alongside their peers without disabilities. The playground is designed to provide play activities along a developmentally appropriate continuum that allows children to work together or individually, gaining skills, confidence, and engaging in healthy challenges. The Kompan Supernova is fun for all children and is specifically designed for all children to be able to take part in the activities. The large play structure is mostly ground-level and children will be able to talk and play all around the structures. The play surface will be rubber tiles, which will be universally accessible for children and caregivers with disabilities. There are a number of activities provided in the playground that will appeal to a variety of interests, including slides, climbing, swinging, and will give children ways to make choices and demonstrate what they can accomplish. Climbing activities will promote motor-planning, hand-eye coordination, and self-esteem while influencing the affective domain as children experience various states of motivation, stress, and relaxation. All trails and walkways will be fully accessible. Accessible tables will allow people of all abilities comfortable seating options to enjoy the outdoors.

8. READINESS TO PROCEED:

a. Have you submitted a signed Land Use Compatibility Statement with this application? :

Yes

b. Have you submitted construction or concept plans with this application?:

Yes

c. List required permits and status of permit applications for the project (i.e. Corps of Engineers, Division of State Land, Building Permits, etc.). Describe any possible delays or challenges that could occur in receiving permits. :

NCPRD will acquire the necessary construction and building permits from the City of Milwaukie to complete the park. NCPRD does not anticipate any delays in receiving permits because the park master plan is already approved as an element of the City's Comprehensive Plan and a Conditional Service Use Permit has already been approved for the park. It is not anticipated that any State or Federal permits will be required for this project, and the play structure will not require a structural permit. The City of Milwaukie has confirmed that the following permits and applications will be required and NCPRD is

prepared to submit the required information after park construction funding is fully secured: Plumbing permit for irrigation and drinking fountain connection/service and payment of associated SDCs for construction of a sewer lateral for the drinking fountain, Land Use Type I Development Review application, and an erosion control permit.

9. ACTIVE AND PAST GRANTS PERFORMANCE:

a. Describe your performance and compliance with all active and past OPRD grant awards.:

NCPRD is in compliance with applicable guidelines at all active and previously assisted OPRD grant award project sites, and OPRD Grant signs are present at all parks that have received State funding. NCPRD has just completed the Spring Park Local Government Grant Program project, and is currently constructing the Sunnyside Village Trail with assistance by a Recreational Trails Program Grant.

Project Budget Worksheet

Standard & Pervious Pedestrian Concrete, Play Area Curbs	\$27,000.00
Play Area Surfacing	\$65,740.00
Site Prep & Finish Grading	\$8,542.00
Shrubs & Groundcover	\$35,574.00
Site Seeding & Irrigation	\$54,780.00
Drinking Fountain, Bollard	\$4,125.00
Play Equipment	\$88,605.00
Sitework (Mobilization, Tree Protection, Erosion/Sediment Control, etc.)	\$67,636.00
Construction Management, Design, Permits	\$64,104.00
Disc Golf Basket	\$297.00
Mulch Trail	\$5,511.00
Site Earthwork	\$16,808.00
Trees	\$8,855.00
Split Rail Wood Fence & 6' Fence	\$12,100.00
Benches (3), Picnic Tables (3), Bike Racks (2)	\$5,907.00
Park Signage	\$1,100.00
Electrical	\$11,000.00
Sanitary Sewer	\$12,947.00
Storm Sewer	\$28,435.00
Water System	\$10,934.00

Total Project Cost:

\$530,000.00

Source of Funding Worksheet

NCPRD SDCs: NCPRD SDCs	\$255,000.00
Linwood NDA Donation: Linwood NDA	\$10,000.00

Total Match for Sponsor: \$265,000.00
Grant Funds Requested: \$265,000.00
Total: \$530,000.00

As an authorized representative of North Clackamas Parks and Recreation District, I certify that the project sponsor agrees that as a condition of receiving federal Land and Water Conservation Fund assistance, I will comply with all applicable local, state, and federal laws and regulations.

This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules Chapter 736, Division 8, For the Distribution of Land and Water Conservation Fund Assistance to Units of Local Government and State Agencies for Public Outdoor Recreation, Oregon's LWCF Grants Manual and the National Park Service LWCF Grants Manual.

I also certify that to my best knowledge, information contained in this application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State/Local Agreement, should the project receive funding assistance.

EXHIBIT B
Federal Requirements

LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT GENERAL PROVISIONS

Part I – Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term "project" as used herein means a Land and Water Conservation Fund grant, which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described and shown in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the project agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Requirements

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this federally assisted project, including:

2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

2 CFR Parts 182 & 1401, Government-wide Requirements for a Drug-Free Workplace;

2 CFR Part 180 & 1400, Non-Procurement Debarment and Suspension, previously located at 43 CFR Part 42, "Government-wide Debarment and Suspension (Non-Procurement)";

43 CFR Part 18, New Restrictions on Lobbying;

FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

2 CFR Part 170, Reporting Subawards and Executive Compensation

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin at the date specified on the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period, unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
3. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and

regulations.

6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
12. It is national policy to award a fair share of contracts to small and women- and minority-owned firms. The Department of the Interior and the National Park Service are strongly committed to the objectives of this policy and encourage all grant recipients to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises whenever possible. In accordance with Executive Orders 11625, 12138, and 12432, recipients shall take the following steps to further this policy:
 - a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

- e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. If applicable, the State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the applicable provisions of 2 CFR 200.
2. No grant or contract may be awarded by any grantee, subgrantee, or contractor of any grantee or subgrantee, to any party that has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. All Recipient financial and programmatic records, supporting documents, statistical records, and all other grant-related records shall be retained in accordance with 2 CFR 200.333 to .337 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall

cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with 31 USC 1352, the State certifies, as follows:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (2 CFR Parts 182 & 1401), the State certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and*
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;*

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or*
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;*

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

I. Civil Rights Assurance (Ref: DI-1350)

*The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal requirements relating to nondiscrimination. These include, but are not limited to: (a) Executive Order 11246, as amended; (b) Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*), which prohibits discrimination on the basis of race, color, or national origin; (c) Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394, 29 U.S.C. §794), which prohibits discrimination on the basis of disability; (d) the Age Discrimination Act of 1975, as amended (89 Stat. 728, 42 U.S.C. §§6101 *et seq.*), which prohibits discrimination on the basis of age; and with all other applicable federal laws and regulations prohibiting discrimination, to the end that no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disability, religion, age, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant.*

THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

K. Anti-Deficiency Act.

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of the appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

L. Audit Requirements.

- 1) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
- 2) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
- 3) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

M. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

- 1) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- 2) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- 3) The Award Recipient shall insert the substance of this clause, including this paragraph (3), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

N. Reporting Subawards and Executive Compensation

a) Reporting of first-tier sub-awards.

1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph E. of this award term).
2. Where and when to report.
 - i. You must report each obligating action described in paragraph a)1. of this award term to <http://www.fsr.gov>.
 - ii. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

b) Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this award is \$25,000 or more;

- ii. In the preceding fiscal year, you received—
 - a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c) Reporting of Total Compensation of Subrecipient Executives.
1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. In the subrecipient's preceding fiscal year, the subrecipient received—
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year

(i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d) Exemptions.

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.

e) Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

O. Conflict of Interest

- 1) The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.
- 2) The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.
- 3) Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

P. Reporting of Matters Related to Recipient Integrity and Performance (Note: Applicable only to grants where the LWCF share is \$500,000 or greater)

1) General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2) Proceedings You Must Report

Submit the information required about each proceeding that:

- a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b) Reached its final disposition during the most recent five year period; and
- c) Is one of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3) Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4) Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT

State: Oregon Project Number (LWCF/FBMS): 41-01595 / P16AP00209

Project Title: Wichita Park Development

Project Period: 09/30/2016 - 06/30/2019

Proposal Scope (Description of Project):

Development of neighborhood park including a playground, walking paths, native landscaping, water fountain, benches, picnic tables, a disc golf basket, irrigated grass, fencing and signage, and indirect rate.

Total Project Cost \$ 607,857.00

LWCF Amount \$ 303,928.50
(Fund amount not to exceed 50% of total)

The following are hereby incorporated into this agreement:

1. General Provisions
2. LWCF State Assistance Program Manual
3. Project Application and Attachments
4. 2 CFR Part 200
5. 43 CFR Part 12
6. 36 CFR Part 59

The United States of America, represented by the Director, National Park Service, United States Department of the Interior, and the State named above (hereinafter referred to as the State), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), the provisions and conditions of the Land and Water Conservation Fund State Assistance Program Manual, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certificates attached hereto or retained by the State and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

Notice to Proceed for LWCF project construction shall not be initiated prior to NPS determination that the requirements of both section 106 of the Historic Preservation Act and the National Environmental Policy Act have been met, or the grant may be terminated for cause.

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

THE UNITED STATES OF AMERICA	STATE
By: <u>Isabel Kondratick</u>	Oregon
(Signature)	(State)
National Park Service	<u>MG Devereux</u>
Department of the Interior	(Signature)
	MG Devereux
	(Name)
Date: <u>8/10/16</u>	Alternate State Liaison Officer
(entered by NPS)	(Title)

Paperwork Reduction Act Statement: This information collection is authorized by the Land and Water Conservation Fund Act of 1965 (16 U.S.C. 4601-4 et seq.). Your response is required to obtain or retain a benefit. We use this information to provide data input into an NPS project database, which provides timely data on projects funded over the life of the program. We estimate that it will take 3 hours to complete this form, including the time necessary to review instructions, gather data, and review the form.

You may send comments on the burden estimate or any aspect of this form to the Information Collection Clearance Officer, National Park Service, 1849 C Street, NW (2601), Washington, DC 20240. We may not collect or sponsor and you are not required to respond to a collection of information unless it displays a currently valid OMB control number.

Grant and Cooperative Agreement

CHOOSE ONE:

- COOPERATIVE AGREEMENT
 GRANT

CHOOSE ONE: EDUCATION FACILITIES RESEARCH SDCR TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER P16AP00209		2. SUPPLEMENT NUMBER		3. EFFECTIVE DATE 09/30/2016		4. COMPLETION DATE 06/30/2019	
5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) STATE PARKS AND RECREATION, OREGON Attn: ATTN GOVERNMENT POC 725 SUMMERS ST NE STE C SALEM OR 97301-1266				6. ISSUED BY NPS, Land & Water Conserv Grants Mailing Address: State and Local Assistance Programs 1201 I Street NW Washington DC 20005			
7. TAXPAYER IDENTIFICATION NO. (TIN)				9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Michele Scalise, OPRD (503) 986-0708			
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO. 3NQD8							
10. RESEARCH, PROJECT OR PROGRAM TITLE 41-01595 Wichita Park Development							
11. PURPOSE See Schedule							
12. PERIOD OF PERFORMANCE (Approximately) 09/30/2016 through 06/30/2019							
13A.		AWARD HISTORY		13B.		FUNDING HISTORY	
PREVIOUS		\$0.00		PREVIOUS		\$0.00	
THIS ACTION		\$303,928.50		THIS ACTION		\$303,928.50	
CASH SHARE		\$0.00		TOTAL		\$303,928.50	
NON-CASH SHARE		\$0.00					
RECIPIENT SHARE		\$0.00					
TOTAL		\$303,928.50					
14. ACCOUNTING AND APPROPRIATION DATA See Schedule							
PURCHASE REQUEST NO.		JOB ORDER NO.		AMOUNT		STATUS	
0020108058							
15. POINTS OF CONTACT							
	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS			
TECHNICAL OFFICER	Heather Ramsay		(206) 220-4123	Heather_Ramsay@nps.gov			
NEGOTIATOR							
ADMINISTRATOR							
PAYMENTS							
16. THIS AWARD IS MADE UNDER THE AUTHORITY OF: P.L. 88-575 Land and Water Conservation Fund Act							
17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT				18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input checked="" type="checkbox"/> PROVISIONS <input checked="" type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS			
UNITED STATES OF AMERICA				COOPERATIVE AGREEMENT RECIPIENT			
CONTRACTING/GRANT OFFICER Elisabeth Morgan		DATE 08/10/2016		AUTHORIZED REPRESENTATIVE		DATE	

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00010	<p>CFDA Number: 15.916 DUNS Number: 809580350 Land and Water Conservation Fund State and Local Assistance</p> <p>11. PURPOSE: Development of neighborhood park including a playground, walking paths, native landscaping, water fountain, benches, picnic tables, a disc golf basket, irrigated grass, fencing and signage, and indirect rate. Legacy Doc #: 41-01595 Delivery: 4 Days After Award Period of Performance: 09/30/2016 to 06/30/2019</p> <p>Wichita Park Development FY11 GM Obligated Amount: \$4,226.00</p> <p>Accounting Info: 01 Account Assignment: K G/L Account: 6900.D0000 Business Area: P000 Commitment Item: 411G00 Cost Center: PPWOSLGROR Functional Area: POC00GMGM.GR0000 Fund: XXXP5536GM Fund Center: PPWOSLGROR Project/WBS: PN.G41G15951.00.1 PR Acct Assign Line: 01 Funded: \$4,226.00</p>				4,226.00
00020	<p>Wichita Park Development FY11 LW SRA Obligated Amount: \$65,510.11</p> <p>Accounting Info: 01 Account Assignment: K G/L Account: 6900.D0000 Business Area: P000 Commitment Item: 411G00 Cost Center: PPWOSLGROR Functional Area: Continued ...</p>				65,510.11

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00030	<p>PSCSGSLW.GR0000 Fund: XXXP5035LW Fund Center: PPWOSLGROR Project/WBS: PN.G41L15951.00.1 PR Acct Assign Line: 01 Funded: \$65,510.11</p> <p>Wichita Park Development FY15 LW Obligated Amount: \$234,192.39</p> <p>Accounting Info: 01 Account Assignment: K G/L Account: 6900.D0000 Business Area: P000 Commitment Item: 411G00 Cost Center: PPWOSLGROR Functional Area: PSCSGSLW.GR0000 Fund: 15XP5035LW Fund Center: PPWOSLGROR Project/WBS: PN.G41L15955.00.1 PR Acct Assign Line: 01 Funded: \$234,192.39</p> <p>Delivery Location Code: 0009060783 NPS, Land & Water Conserv Grants State and Local Assistance Programs 1201 I Street NW Washington DC 20005 US</p> <p>National Park Service</p> <p>The total amount of award: \$303,928.50. The obligation for this award is \$303,928.50.</p>				234,192.39



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING

2051 KAEN ROAD OREGON CITY, OR 97045

January 10, 2019

Development Agency Board
Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
Assistants

Acceptance of a Quitclaim Deed Releasing an Interest in a Temporary
Slope Construction Easement – Clackamas Industrial Area

Purpose/Outcomes	Accept quitclaim deed to release interest in a temporary slope construction easement.
Dollar Amount and Fiscal Impact	None identified
Funding Source	N/A
Duration	Indefinitely
Previous Board Action	None
Strategic Plan Alignment	Build Public Trust Through Good Government
Contact Person	Nate Boderman, 503-655-8364
Contract No.	N/A

BACKGROUND:

As part of the pending sale of a portion of the Clackamas Industrial Opportunity Area (CIAO) property to the Oregon Bottle Recycling Cooperative (OBRC), the Development Agency is obligated to remove certain encumbrances affecting title to the property. One such encumbrance is a temporary slope construction easement that was recorded on November 10, 1981 as document No. 81-038746. By its terms, this easement was to automatically expire upon the completion of the Clackamas Industrial Area Local Improvement District. Development Agency staff have confirmed that no additional improvements associated with such a local improvement district remain to be completed. The title company has requested that the County execute the attached quitclaim deed to evidence that the temporary slope construction easement is no longer needed by the County.

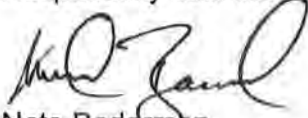
The quitclaim deed included with this staff report would release any and all interest that Clackamas County may have in the easement described above. The quitclaim deed would release to the Development Agency any interest the County has in the property by virtue of the temporary slope construction easement. This release would then allow the Development Agency to complete the transfer of the property to OBRC free and clear of the encumbrance described above.

Since the Development Agency is a public entity, state law requires that the Agency affirmatively accept this conveyance as the grantee.

RECOMMENDATION:

Staff recommends the Board accept the attached quitclaim deed.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nate Bodeman", written over a faint, illegible stamp.

Nate Bodeman
Assistant County Counsel

After recording, return to: I
 Clackamas County I
 150 S. Beaver Creek Road I
 Oregon City, OR 97045 I
 I
Accepted By Clackamas County I
Development Agency I
 I
Agenda Date & Number: _____ I
OR I
Board Order Number: _____ I

STATUTORY QUIT CLAIM DEED

Clackamas County, a political subdivision of the State of Oregon (“Grantor”), releases and quit claims to the Clackamas County Development Agency, the urban renewal agency of Clackamas County (“Grantee”), all its right, title, and interest in and to its easements over, in, and under the real property described on the attached Exhibit A, which description by this reference is hereby incorporated herein as if set forth in full.

The easement was originally granted to Grantor by an instrument recorded on November 10, 1981, referenced as Document No. 81-038746 in the Clackamas County Deed Records.

The true consideration for this conveyance is the sum of \$0 dollars and other such good and valuable consideration. The easement is no longer necessary for use by the Grantor.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this _____ day of _____, 20__.

Clackamas County

BY: _____
Chair, Board of County Commissioners

NAME: _____

STATE OF OREGON)
)
County of Clackamas)

This instrument was acknowledged before me on _____, 20__ by
_____, authorized to act on behalf of Clackamas County, Grantor.

Notary for Oregon
My Commission expires: _____

ACCEPTED BY GRANTEE:
CLACKAMAS COUNTY DEVELOPMENT AGENCY

Chair

Date

STATUTORY QUIT CLAIM DEED
EXHIBIT A

Legal Description

A portion of that certain tract of land described in Clackamas County Deed Records 78-9691, further described as follows:

- ~ A temporary slope easement for construction purposes, 5 feet wide, lying ~~west of and adjacent to the most westerly right-of-way line of Wilda Road.~~
~~Also, a temporary slope easement for construction purposes, 10 feet wide,~~ lying south of and adjacent to the most southerly right-of-way line of Capps Road from the northeast corner of said tract to a point which is westerly a distance of 255 feet. All located in Section 15, T. 2 S., R. 2 E. of the W. M., Clackamas County, Oregon.



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

January 10, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of the Third Amendment to the Disposition Agreement with Oregon Beverage
Recycling Cooperative**

Purpose/Outcome	To amend the existing Disposition Agreement with Oregon Beverage Recycling Cooperative
Dollar Amount and Fiscal Impact	No change
Funding Source	N/A.
Duration	The amendment will extend the date by which closing must occur by 30 days
Previous Board Action/Review	Discussed with Board at Executive Session on December 18, 2018
Strategic Plan Alignment	Build public trust through good government
Contact Person	Dave Queener, Development Agency Program Supervisor, 503-742-4322

The Agency has a Disposition Agreement with Oregon Beverage Recycling Cooperative (OBRC) associated with the purchase of a portion of the Clackamas Industrial Area Opportunity (CIAO) site. As part of their due diligence and the Agency's obligation to finalize as-built construction drawings for the on-site storm system installed by the Agency, it was discovered that some minor repairs were required on the system.

OBRC has requested the date by which they are required to close be extended in order to allow for the repairs to be completed prior to closing.

This third amendment will extend closing by 30 days and clarify the Agency's commitment to make the necessary repairs to the storm water system.

County Counsel has reviewed and approved the proposed amendment to the agreement.

RECOMMENDATION

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, execute this Third Amendment to the Disposition Agreement with Oregon Beverage Recycling Cooperative.

Respectfully submitted,

David Queener, Program Supervisor
Development Agency

THIRD AMENDMENT TO DISPOSITION AGREEMENT

THIS THIRD AMENDMENT TO DISPOSITION AGREEMENT (“Amendment”) is entered into effective as of December 21, 2018, between CLACKAMAS COUNTY DEVELOPMENT AGENCY, the Urban Renewal Agency of Clackamas County, a corporate body politic (“Agency”), and OREGON BEVERAGE RECYCLING COOPERATIVE, an Oregon domestic cooperative (“Developer”).

RECITALS

A. Agency and Developer are parties to that certain Disposition Agreement dated effective as of November 22, 2017, as amended by that First Amendment dated May 3, 2018 and that Second Amendment dated November 20, 2018 (collectively, the “Disposition Agreement”), concerning approximately 12.68 acres of land located east of SE 120th Avenue and south of Capps Road, Clackamas County, Oregon, as more particularly described in the Disposition Agreement (the “Property”).

B. The parties desire to modify the Disposition Agreement on the terms and conditions set forth herein. All capitalized terms used in this Amendment and not otherwise defined herein shall have their meanings as set forth in the Disposition Agreement.

AGREEMENT

1. **Closing.** Section 3.3 of the Disposition Agreement is hereby amended such that the transaction shall close on a date to be selected by Developer and reasonably acceptable to Agency that is on or before one hundred fifty (150) days after the expiration of the Due Diligence Period.

2. **Storm Water Facility Certification.** Agency agrees to obtain final approval from Clackamas County Water Environment Services and any other necessary regulatory agency, that the Storm Facilities, as that term is defined in the Storm Line Easement Agreement recorded July 5, 2018 as Document No. 2018-041894 in the Official Records of Clackamas County, Oregon (the “Easement”), are complete and are able to function as described in the Easement and the Capps Real Property Stormwater Mitigation & Road Construction Project Stormwater Management Plan dated January 31, 2015 “Stormwater Plan”. The Agency shall be responsible for all costs associated with repairs to the Storm Facilities described in the Easement, and with obtaining the final approved described in this section. Agency shall provide Developer as-built drawings from OTAK, Inc. showing the completed repairs made to the Storm Facilities described in the Easement. The County will warrant the repair work to the Storm Facilities described in the easement on behalf of the Developer, but only to the extent of the warranty provided to the County by the contractor performing said repair work.

3. **Counterpart; Email.** This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. Facsimile or email transmission of any signed original of this Amendment, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm transmitted signatures by signing an original document.

4. **Confirmation.** The Disposition Agreement is hereby amended and modified in accordance with the terms of this Amendment. Except as expressly modified by this Amendment, the Disposition Agreement and all its terms and provisions are hereby acknowledged, approved, ratified and confirmed and shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first written above.

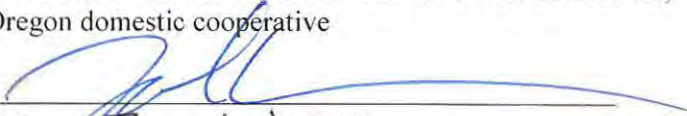
AGENCY:

CLACKAMAS COUNTY DEVELOPMENT AGENCY,
a corporate body politic

By: _____
Name: _____
Its: _____

DEVELOPER:

OREGON BEVERAGE RECYCLING COOPERATIVE,
an Oregon domestic cooperative

By: 
Name: John Andersen
Its: President



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

January 10, 2019

Development Agency Board
Board of County Commissioners
Clackamas County

Members of the Board:

Execution of a Property Exchange Agreement
11627 SE Capps Road – Clackamas Industrial Area

Purpose/Outcomes	<i>Execute a property exchange agreement in the area of 11627 SE Capps Road to help facilitate a related property disposition on adjacent property.</i>
Dollar Amount and Fiscal Impact	<i>None identified</i>
Funding Source	<i>N/A</i>
Duration	<i>Indefinitely</i>
Previous Board Action	<i>Approval of Disposition Agreement with Bottling Group, LLC on May 24, 2018. Executive Session on January 8, 2019.</i>
Strategic Plan Alignment	<i>1. Build public trust through good government.</i>
Contact Person	<i>David Queener, 503-742-4322</i>
Contract No.	<i>None</i>

BACKGROUND:

As part of the pending sale of a portion of the Clackamas Industrial Area Opportunity (CIAO) property to Bottling Group, LLC, the Development Agency is obligated to address certain encumbrances affecting title to the property. One such encumbrance is a potential adverse possession claim by the property owners to the north. Over the course of the last several months, the Development Agency, representatives from Bottling Group, LLC, and the property owners to the north, Patrick and Dyan Murphy, have negotiated a solution that would resolve the title encumbrance issue and provide Bottling Group, LLC the access it needs to properly develop the site.

As more specifically set forth in the attached swap agreement, Patrick and Dyan Murphy would transfer any claim they have to an area approximately 0.27 acres in size along the common north south border of the two parcels. In exchange, the Development Agency would transfer two separate areas, approximately 0.32 and 0.14 acres in size, to Patrick and Dyan Murphy. Since the area being

acquired by the Agency is currently used as parking by the business on site, Crystal Greens Landscape, Inc., the Agency has agreed to replace the parking area on the portion of the exchange property that is approximately 0.32 acres in size.

The Development Agency has planned certain improvements to SE Capps Road. The property exchange agreement also contains certain requirements related to the Agency's coordination of this project with the business that is owned by Patrick and Dyan Murphy, Crystal Greens Landscape, Inc.

The property exchange agreement allows both parties a period of time to complete due diligence to ensure that the properties to be exchanged are satisfactory. If this transaction proceeds to completion, the property acquired by the Development Agency would then be included in the sale of property to Bottling Group, LLC, which will allow that purchaser to better develop the site it is acquiring.

RECOMMENDATION:

Staff recommends the Board accept the attached property exchange agreement.

Respectfully submitted,

David Queener
Development Agency Program Supervisor

PROPERTY EXCHANGE AGREEMENT

THIS PROPERTY EXCHANGE AGREEMENT (this "**Agreement**") is by and between the CLACKAMAS COUNTY DEVELOPMENT AGENCY, the Urban Renewal Agency of Clackamas County, a corporate body politic (the "**Agency**"), and PATRICK L. MURPHY AND DYAN M. MURPHY (collectively herein "**Crystal Greens**") (Agency and Crystal Greens are each referred to herein as a "**Party**" and collectively as the "**Parties**"). The latest date on which this Agreement is signed by Agency and Crystal Greens (as indicated below their signatures herein) is referred to in this Agreement as the "**Effective Date**."

RECITALS

A. Crystal Greens owns the land legally described in **Exhibit "A"** which is attached hereto and incorporated herein (the "**Crystal Greens Property**"). The Agency owns adjacent land which is legally described in **Exhibit "B"** which is attached hereto and incorporated herein (the "**Agency Property**").

B. The Agency recently discovered that the legally described boundary line separating the Crystal Greens Property and the Agency Property does not coincide with the existing fence on the Agency Property, and the boundary line is in a different location than the Agency originally believed it to be.

C. The Agency has committed to sell the Agency Property to a third-party buyer and the Agency has committed to use good faith efforts to resolve any pending issues with regards to the boundary issue described above.

D. To help resolve the issue, Crystal Greens has agreed to convey any interest it may have obtained in the land depicted in purple and identified on Exhibit C as "LAND GOING TO NDA CLACKAMAS (11,744 SF./0.27 AC.)" ("**Swap Parcel A**"), and the Agency has agreed to exchange the areas of land depicted in yellow and identified on Exhibit C as "LAND GOING TO CRYSTAL GREENS (20,379 SF./0.46 AC.)" ("**Swap Parcel B**"), all on and subject to the terms and conditions set forth in this Agreement. Swap Parcel B is comprised of two separate areas, one that is approximately 14,092 SF./0.32 AC. and the other that is approximately 6,287 SF./0.14 AC., all as identified on Exhibit C.

E. As part of the consideration supporting this Agreement, the Agency has agreed to design driveway access that is acceptable to Crystal Greens and to provide certain improvements to property that is, or will be owned, by Crystal Greens.

AGREEMENT

ARTICLE 1: SUBJECT OF AGREEMENT

Section 1.1: The Crystal Greens Exchange Parcel.

Swap Parcel A consists of approximately 0.27 acres located at the terminus of Capps Road, west of SE 120th Avenue, as more particularly shown on the map attached hereto as **Exhibit "C."**

Section 1.2: The Agency Exchange Parcel.

Swap Parcel B consists of approximately 0.46 acres located adjacent to the western boundary line of the Crystal Greens Property, as more particularly shown on the map attached hereto as **Exhibit "C."**

Section 1.3: The Agency.

The Agency is a corporate body politic of the State of Oregon, as the duly designated Urban Renewal Agency of Clackamas County, Oregon, exercising governmental functions and powers and organized and existing under Oregon Revised Statutes, Chapter 457. The term "**Agency**" as used in this Agreement includes the Urban Renewal Agency of Clackamas County, Oregon and any assignee of or successor to its rights, powers, duties and responsibilities. The principal offices and mailing address of the Agency for purposes of this Agreement is:

Clackamas County Development Agency
c/o Development Agency Program Supervisor
150 Beaver Creek Road
Oregon City, OR 97045
Attn: Dave Queener
Email: DavidQue@co.clackamas.or.us

Section 1.4: Crystal Greens.

The term "**Crystal Greens**" as used in this Agreement refers to Patrick L. Murphy and Dyan M. Murphy, individuals holding title to the Crystal Greens Property as tenants by the entirety. The mailing address of Crystal Greens for purposes of this Agreement is:

Crystal Greens Landscape, Inc.
11627 SE Capps Road
Clackamas, OR 97045
Attn: Pat Murphy
Email: Pat.Murphy@crystalgreens.com

Section 1.5: Escrow Officer/Title Company.

The principal office and mailing address of the Escrow Officer and Title Company for purposes of this Agreement is:

Chicago Title Insurance Company of Oregon
10151 SE Sunnyside Rd. #300

Clackamas, Oregon 97015
Attn: Jennifer Hunt
Email:jennifer.hunt@CCT.com

Section 1.6: Assignment

Neither Party may assign its rights in this Agreement without prior written consent of the other Party, which consent may not be unreasonably withheld, except that Agency may assign its rights and obligation to complete the transaction to Bottling Group, LLC, so long as that right is exercised within one (1) year of the Effective Date.

ARTICLE 2: DUE DILIGENCE

Section 2.1: Title Commitment.

Within five (5) days after the Effective Date, Agency will request the Title Company (defined in Section 3.3 below) furnish Crystal Greens a preliminary title report on Swap Parcel B ("**Agency's Preliminary Commitment**"), along with copies of all documents that give rise to exceptions listed in the Preliminary Commitment ("**Agency's Underlying Documents**"). Within two (2) days of receiving the last of Agency's Preliminary Commitment, Agency's Underlying Documents and Agency's Initial Survey (defined in Section 2.2 below), Crystal Greens will give Agency written notice setting forth the title exceptions that are not acceptable to Crystal Greens ("**Agency's Unacceptable Exceptions**"). All exceptions other than those timely objected to will be deemed acceptable to Crystal Greens as "**Agency's Permitted Exceptions**." Agency will have two (2) days after receiving Crystal Greens' notice within which to notify Crystal Greens in writing whether Agency is willing or able to eliminate Agency's Unacceptable Exceptions. If Agency agrees to eliminate Agency's Unacceptable Exceptions, Agency will be obligated to do so on or before Closing (defined in Section 3.3 below) at its cost. If Agency is unwilling or unable to eliminate Agency's Unacceptable Exceptions, Crystal Greens may terminate this Agreement or elect to accept Agency's Unacceptable Exceptions and proceed to close escrow by giving written notice to Agency within two (2) days of receiving notice from Agency. If Crystal Greens does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its objections to Agency's Unacceptable Exceptions and all of Agency's Unacceptable Exceptions shall become Agency's Permitted Exceptions. Crystal Greens shall have the same rights as set forth above to approve (or disapprove and terminate this Agreement with respect to) any subsequent title matters or exceptions that are disclosed in any subsequent title reports that may be issued after the receipt of Agency's Preliminary Commitment. Upon termination of this Agreement by Crystal Greens as provided in this Section 2.1, neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination. Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, at or before Closing, Agency shall remove, in a manner satisfactory to Title Company, all mortgages, deeds of trust and other monetary liens created by or with the consent of Agency.

Within five (5) days after the Effective Date, Crystal Greens will request the Title Company (defined in Section 3.3 below) furnish Agency a preliminary title report on Swap

Parcel A ("**Crystal Greens's Preliminary Commitment**"), along with copies of all documents that give rise to exceptions listed in the Preliminary Commitment ("**Crystal Greens's Underlying Documents**"). Within two (2) days of receiving the last of Crystal Greens's Preliminary Commitment, Crystal Greens's Underlying Documents and Agency's Initial Survey (defined in Section 2.2 below), Agency will give Crystal Greens written notice setting forth the title exceptions that are not acceptable to Agency ("**Crystal Greens's Unacceptable Exceptions**"). All exceptions other than those timely objected to will be deemed acceptable to Agency as "**Crystal Greens's Permitted Exceptions.**" Crystal Greens will have two (2) days after receiving Agency's notice within which to notify Agency in writing whether Crystal Greens is willing or able to eliminate Crystal Greens's Unacceptable Exceptions. If Crystal Greens agrees to eliminate Crystal Greens's Unacceptable Exceptions, Crystal Greens will be obligated to do so on or before Closing (defined in Section 3.3 below) at its cost. If Crystal Greens is unwilling or unable to eliminate Crystal Greens's Unacceptable Exceptions, Agency may terminate this Agreement or elect to accept Crystal Greens's Unacceptable Exceptions and proceed to close escrow by giving written notice to Crystal Greens within two (2) days of receiving notice from Crystal Greens. If Agency does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its objections to Crystal Greens's Unacceptable Exceptions and all of Crystal Greens's Unacceptable Exceptions shall become Crystal Greens's Permitted Exceptions. Agency shall have the same rights as set forth above to approve (or disapprove and terminate this Agreement with respect to) any subsequent title matters or exceptions that are disclosed in any subsequent title reports that may be issued after the receipt of Crystal Greens's Preliminary Commitment. Upon termination of this Agreement by Agency as provided in this Section 2.1, neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination. Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, at or before Closing, Crystal Greens shall remove, in a manner satisfactory to Title Company, all mortgages, deeds of trust and other monetary liens created by or with the consent of Crystal Greens.

Section 2.2: Survey

Within five (5) days after the Effective Date, Agency shall, at Agency's cost, deliver a current survey of Swap Parcel A and Swap Parcel B (in electronic format CAD & PDF, where available) to Crystal Greens ("**Agency's Survey**"). Within two (2) days after receiving the last of Agency's Preliminary Commitment, Agency's Underlying Documents and Agency's Survey, Crystal Greens may deliver to Agency, in writing, any objection that the configurations of either Swap Parcel A or Swap Parcel B as shown on the Survey are different than that which is set forth in **Exhibit "C"** (the "**Crystal Greens Objections**"). Crystal Greens's failure to timely object to any such matters shall be deemed to constitute Crystal Greens's approval thereof and such shall then become Agency's Permitted Exceptions, as defined in Article 2. If Crystal Greens timely objects to any matters shown on Agency's Survey, then Agency shall have the right, but not the obligation, to agree in writing to cure before Closing the Crystal Greens Objections, or to decline to cure such Crystal Greens Objections. Agency will have two (2) days after receiving the Crystal Greens Objections within which to notify Crystal Greens in writing whether Agency is willing or able to cure the Crystal Greens Objections. If Agency agrees to cure the Crystal

Greens Objections, Agency will be obligated to do so by Closing at its cost. If Agency is unwilling or unable to cure the Crystal Greens Objections, Crystal Greens may terminate this Agreement or elect to accept the Crystal Greens Objections and proceed to close escrow by giving written notice to Agency within two (2) days of receiving notice from Agency. If Crystal Greens does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its objections and all of the Crystal Greens Objections shall become Agency's Permitted Exceptions. Upon termination of this Agreement by Crystal Greens as provided above, neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.3: Property Documents.

Within five (5) days after the Effective Date, Agency shall deliver all documents and materials, in electronic format, which Agency has in its possession (or access to) which concern Swap Parcel B or its development, including but not limited to: existing surveys, environmental assessments (Phase I and II); soils or geotechnical reports; wetland reports, analysis and permits; traffic studies; development feasibility studies; copies of use and development permits; and any covenants, conditions, restrictions, maintenance agreements, development standards applicable to Swap Parcel B and not otherwise set forth herein (except those that appear in zoning codes, comprehensive plans or other readily available government planning documents).

Within five (5) days after the Effective Date, Crystal Greens shall deliver all documents and materials, in electronic format, which Crystal Greens has in its possession (or access to) which concern Swap Parcel A or its development, including but not limited to: existing surveys, environmental assessments (Phase I and II); soils or geotechnical reports; wetland reports, analysis and permits; traffic studies; development feasibility studies; copies of use and development permits; and any covenants, conditions, restrictions, maintenance agreements, development standards applicable to Swap Parcel A and not otherwise set forth herein (except those that appear in zoning codes, comprehensive plans or other readily available government planning documents).

Section 2.4: Due Diligence Period.

Crystal Greens shall have a period of fourteen (14) days after the Effective Date ("Crystal Greens's Initial Due Diligence Period", which period, as may be extended as provided herein, is referred to herein as "**Crystal Greens's Due Diligence Period**") to conduct its due diligence investigation of Swap Parcel B and to satisfy itself concerning all aspects of Swap Parcel B and the suitability of Swap Parcel B for Crystal Greens's intended uses, including without limitation the physical condition, the amount of land available to support Crystal Greens's intended use, zoning, access, and utilities. During the period from the Effective Date until the earlier of Closing or termination of this Agreement, Crystal Greens and its employees, agents, consultants, contractors, prospective tenants or purchasers, and lenders may enter Swap Parcel B to perform such tests, inspections and studies as Crystal Greens may deem necessary, including without limitation environmental assessments. Crystal Greens hereby indemnifies and holds the Agency and the County, and their elected officials, officers, agents and employees harmless from any

injury or damages arising out of any activity of Crystal Greens, its agents, employees and contractors performed and conducted on Swap Parcel B for the purposes of completing its due diligence. Due diligence may include, without limitations, physical inspections of Swap Parcel B; soils investigations and coring; Phase I and, as necessary, Phase II environmental assessments; and examination of survey and title exceptions. Crystal Greens shall restore Swap Parcel B to its pre-examination state after conducting such due diligence at its own expense, except that the test pits need only be backfilled with clean available fill and compacted with the bucket of a backhoe. Crystal Greens agrees to provide the Agency with copies of all third party reports concerning the condition of Swap Parcel B obtained or produced as a result of its due diligence investigation. On or before expiration of Crystal Greens's Due Diligence Period, Crystal Greens at its option and in its sole and absolute discretion may provide Agency with a notice approving its due diligence investigation of Swap Parcel B and electing to proceed with acquisition of Swap Parcel B as provided herein ("**Crystal Greens's Approval Notice**"). Alternatively, Crystal Greens at its option and in its sole and absolute discretion may provide notice to Agency of its election to terminate this Agreement prior to the expiration of Crystal Greens's Due Diligence Period. If Crystal Greens fails to provide either Crystal Greens's Approval Notice or a termination notice prior to expiration of Crystal Greens's Due Diligence Period, Crystal Greens shall be deemed to have elected to proceed with this Agreement as if Crystal Greens's Approval Notice were given to Agency prior to expiration of Crystal Greens's Due Diligence Period. Where Crystal Greens elects to terminate this Agreement, except as otherwise expressly provided herein, neither party shall have any further rights, duties or obligations hereunder.

Agency shall have a period of fourteen (14) days after the Effective Date ("Agency's Initial Due Diligence Period", which period, as may be extended as provided herein, is referred to herein as "**Agency's Due Diligence Period**") to conduct its due diligence investigation of Swap Parcel A and to satisfy itself concerning all aspects of Swap Parcel A and the suitability of Swap Parcel A for Agency's intended uses, including without limitation the physical condition, the amount of land available to support Agency's intended use, zoning, access, and utilities. During the period from the Effective Date until the earlier of Closing or termination of this Agreement, Agency and its employees, agents, consultants, contractors, prospective tenants or purchasers, and lenders may enter Swap Parcel A to perform such tests, inspections and studies as Agency may deem necessary, including without limitation environmental assessments. Agency hereby indemnifies and holds Crystal Greens, and their officers, agents and employees harmless from any injury or damages arising out of any activity of Agency, its agents, employees and contractors performed and conducted on Swap Parcel A for the purposes of completing its due diligence. Due diligence may include, without limitations, physical inspections of Swap Parcel A; soils investigations and coring; Phase I and, as necessary, Phase II environmental assessments; and examination of survey and title exceptions. Agency shall restore Swap Parcel A to its pre-examination state after conducting such due diligence at its own expense, except that the test pits need only be backfilled with clean available fill and compacted with the bucket of a backhoe. Agency agrees to provide Crystal Greens with copies of all third party reports concerning the condition of Swap Parcel A obtained or produced as a result of its due diligence investigation. On or before expiration of Agency's Due Diligence Period, Agency at its option and in its sole and absolute discretion may provide Crystal Greens with a notice approving its

due diligence investigation of Swap Parcel A and electing to proceed with acquisition of Swap Parcel A as provided herein ("**Agency's Approval Notice**"). Alternatively, Agency at its option and in its sole and absolute discretion may provide notice to Crystal Greens of its election to terminate this Agreement prior to the expiration of Agency's Due Diligence Period. If Agency fails to provide either Agency's Approval Notice or a termination notice prior to expiration of Agency's Due Diligence Period, Agency shall be deemed to have elected to proceed with this Agreement as if Agency's Approval notice were given to Crystal Greens prior to expiration of Agency's Due Diligence Period. Where Agency elects to terminate this Agreement, except as otherwise expressly provided herein, neither party shall have any further rights, duties or obligations hereunder.

Section 2.5: Design Drawings.

Agency shall prepare and submit to Crystal Greens design development drawings of proposed improvements to the driveway serving Crystal Greens's Property from the terminus of Capps Rd. ("**Design Drawings**"), for Crystal Greens's review and written approval within Crystal Greens's Due Diligence Period. Crystal Greens shall diligently, in good faith, review the Design Drawings to determine whether they are acceptable and shall issue its decision within five (5) days after receipt of same. If Crystal Greens does not approve the Design Drawings, Crystal Greens shall specify, in writing, its specific objections to same, and Agency shall have a reasonable opportunity to revise the Design Drawings. The Agency's preparation of the Design Drawings shall not be deemed approval by the Clackamas County Planning Division or any other County agency or department. When approved by Crystal Greens, the Agency shall submit the Design Drawings Clackamas County for the purposes of compliance with all codes, regulations and other requirements in connection with the construction of the proposed improvements.

Section 2.6: Governmental Approvals.

Prior to the Closing Date, both Agency and Crystal Greens agree to join in executing any applications reasonably required in connection with attempts to obtain governmental permits and approvals necessary to complete the exchange of Swap Parcel A and Swap Parcel B, as contemplated by this Agreements. The Parties acknowledge that property line adjustment or partition applications may be necessary. The Parties' agreement to cooperate in connection with the governmental approvals and any other provision of this Agreement shall not be construed as making either party an agent or partner of the other party.

Section 2.7: No Liens.

Prior to Closing, neither Party shall place or allow to be placed on either Swap Parcel A or Swap Parcel B, or any part thereof, any mortgage, trust deed, encumbrance or lien, unless specifically pre-approved in writing by the other Party. For any levy, lien or attachment coming into existence without permission prior to Closing, the responsible Party shall remove or have removed any levy, lien or attachment, or any part thereof, or provide assurance of the satisfaction therein within a reasonable time, but in any case no later than thirty (30) days of such

encumbrance attaching to either Swap Parcel A or Swap Parcel B as the case may be. Any Party may contest or challenge the validity or amount of any such lien or encumbrance provided such challenge or contest is taken in accordance with applicable law and within a reasonable time, so long as the Party provides security satisfactory to the other Party.

ARTICLE 3: DISPOSITION OF PROPERTY

Section 3.1: Exchange of Property.

In accordance with, and subject to all the terms, covenants, and conditions of this Agreement, the Agency agrees to convey to Crystal Greens, and Crystal Greens agrees to accept from Agency, Swap Parcel B, and Crystal Greens agrees to convey to the Agency, and the Agency agrees to accept from Crystal Greens, Swap Parcel A.

Section 3.2: Reserved.

Section 3.3: Closing.

This transaction shall close (the "**Closing**") on a date to be selected by Agency that is at least (7) days after the expiration of both Agency's Due Diligence Period and Crystal Greens's Due Diligence Period, but in no event sooner than a partition or property line adjustment has been approved for both Swap Parcel A and Swap Parcel B such that the Parties can complete the transfer contemplated herein (the "**Closing Date**"). Closing shall occur in escrow on or before the Closing Date by and through a mutually acceptable escrow officer (the "**Escrow Officer**") of Chicago Title Insurance Company of Oregon, 10151 SE Sunnyside Rd. #300, Clackamas, OR 97015 (the "**Title Company**"), in accordance with the terms and conditions of this Agreement. The Agency and Crystal Greens agree to perform all acts necessary to close this transaction in accordance with the terms of this Agreement. Each party may submit escrow instructions to the Escrow Officer consistent with this Agreement.

Section 3.4: Deed Form.

At Closing, the Agency shall convey to Crystal Greens marketable fee simple title to Swap Parcel B by way of a property line adjustment deed, duly executed and acknowledged (the "**Agency Deed**"), free and clear of all liens, claims and encumbrances other than Agency's Permitted Exceptions. Conveyance of title to Swap Parcel A to Crystal Greens shall conclusively establish satisfaction or waiver of all closing conditions set forth in Article 4 herein.

At Closing, Crystal Greens shall convey to the Agency marketable fee simple title to Swap Parcel A either by way of a property line adjustment deed or Bargain and Sale deed, duly executed and acknowledged (the "**Crystal Greens Deed**"), free and clear of all liens, claims and encumbrances other than Crystal Greens's Permitted Exceptions. Conveyance of title to Swap Parcel B to the Agency shall conclusively establish satisfaction or waiver of all closing conditions set forth in Article 4 herein.

Section 3.5: Title Insurance; Prorations; Adjustments; Commissions.

3.5.1 Agency shall be responsible for the cost of any and all standard title insurance for Swap Parcel B and Crystal Greens shall be responsible for obtaining and paying the cost of any additional premiums for ALTA extended coverage and additional title endorsements required by Crystal Greens. At Crystal Greens's request, Agency will execute and deliver at Closing an affidavit certifying that there are no unrecorded leases or agreements affecting Swap Parcel B, there are no parties in possession of Swap Parcel B, that there are no mechanic's or statutory liens against Swap Parcel B, and as to such other matters as may be reasonably requested by the Title Company or Crystal Greens for issuance of extended coverage title insurance in favor of Crystal Greens.

Agency shall be responsible for the cost of any and all standard title insurance for Swap Parcel A and the Agency shall be responsible for obtaining and paying the cost of any additional premiums for ALTA extended coverage and additional title endorsements required by the Agency. At the Agency's request, Crystal Greens will execute and deliver at Closing an affidavit certifying that there are no unrecorded leases or agreements affecting Swap Parcel A, there are no parties in possession of Swap Parcel A, that there are no mechanic's or statutory liens against Swap Parcel A, and as to such other matters as may be reasonably requested by the Title Company or the Agency for issuance of extended coverage title insurance in favor of the Agency.

3.5.2 Real property taxes and assessments and other expenses for the current year (if any) for Swap Parcel A and Swap Parcel B shall be prorated and adjusted between the Parties as of the Closing Date. Agency shall be responsible for any and all real property taxes for the period of time prior to the recording of the Deed for Swap Parcel B and Crystal Greens shall be responsible for such taxes for the period of time on and subsequent thereto. Crystal Greens shall be responsible for any and all real property taxes for the period of time prior to the recording of the Deed for Swap Parcel A and the Agency shall be responsible for such taxes for the period of time on and subsequent thereto. Escrow fees shall be shared equally by Crystal Greens and the Agency. Except as provided below in Section 3.6.9, Crystal Greens shall be responsible for all professional fees incurred by Crystal Greens in connection with its investigation of Swap Parcel B, all recording fees and payment of its respective expenses. With respect to those attorney fees to be paid by Agency on behalf of Crystal Greens, prior to Closing, Crystal Greens shall provide Agency a detailed invoice describing all fees for which Crystal Greens seeks reimbursement. Agency may object to any charge it determines to be unreasonable or unrelated to this transaction and the Parties shall negotiate in good faith to resolve the disagreement. In no event shall Agency's responsibility for Crystal Greens's attorney fees exceed \$10,000.00. Agency shall pay the costs of its own attorneys, consultants and advisors with respect to this transaction.

Section 3.6: Events of Closing.

Provided the Escrow Officer has received sums equal to the costs, prorations and adjustments as provided herein, and is in a position to cause the title insurance policy to be issued as described herein, this transaction shall be closed on the Closing Date as follows:

3.6.1 The Escrow Officer shall perform the prorations and adjustments described in Section 3.5, and the Parties shall be charged and credited accordingly.

3.6.2 Any liens required to be paid by Agency or Crystal Greens at closing shall be paid and satisfied of record.

3.6.3 Agency shall convey Swap Parcel B to Crystal Greens by execution and delivery of the Agency Deed, subject only to Agency's Permitted Exceptions.

3.6.4 Crystal Greens shall convey Swap Parcel A to the Agency by execution and delivery of the Crystal Greens Deed, subject only to Crystal Greens's Permitted Exceptions.

3.6.5 The Title Company shall be irrevocably committed to issue the policy described in Section 4.2.5, upon recordation of the Agency Deed.

3.6.6 The Title Company shall be irrevocably committed to issue the policy described in Section 4.1.5, upon recordation of the Crystal Greens Deed.

3.6.7 Agency shall deliver Agency's Certification of Nonforeign Status as provided in Section 8.14 herein.

3.6.8 Crystal Greens shall deliver Crystal Greens's Certification of Nonforeign Status as provided in Section 8.14 herein.

3.6.9 Agency shall deliver to escrow a sum agreed to by the Parties which represents the amount of attorney fees reasonably incurred by Crystal Greens in connection with this transaction.

3.6.10 The Escrow Officer shall record the following documents in the following order: (i) Crystal Greens Deed and (ii) Agency Deed.

3.6.11 The parties will take such further actions and execute and deliver such other instruments as may be reasonably necessary or desirable to consummate the transactions contemplated by this Agreement.

Section 3.7: Possession.

Exclusive possession of Swap Parcel B shall be delivered to Crystal Greens concurrently with the conveyance of title on the Closing Date. Crystal Greens shall accept title and possession on the Closing Date, unless such date is extended as provided herein. Exclusive possession of Swap Parcel A shall be delivered to the Agency concurrently with the conveyance of title on the Closing Date. The Agency shall accept title and possession on the Closing Date, unless such date is extended as provided herein.

Section 3.8: Conditions of the Property.

The Parties acknowledge that the acceptance of Swap Parcel A and Swap Parcel B is "As

Is," except as provided otherwise herein.

ARTICLE 4: CLOSING CONDITIONS

Section 4.1: Agency's Closing Conditions.

Agency's obligations to convey Swap Parcel B under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.1.1 Agency giving Agency's Approval Notice, or being deemed to have given its approval pursuant to Section 2.4.

4.1.2 The fulfillment by Crystal Greens of all its obligations and covenants under this Agreement to be performed on or before the Closing Date.

4.1.3 That all of Crystal Greens's representations and covenants set forth in this Agreement are true and correct in all material respects on the Closing Date.

4.1.4 There being no change in the condition or legal requirements of Swap Parcel A, whether directly or indirectly, including any dumping of refuse or environmental contamination, after Effective Date, and that no legal action or proceeding (including condemnation) affecting Swap Parcel A or the Agency's intended use thereof shall have been threatened or commenced.

4.1.5 That the Title Company shall be irrevocably committed to issue an owner's title insurance policy insuring that fee simple title to Swap Parcel A is vested in the Agency as of the Closing Date, subject only to Crystal Greens's Permitted Exceptions.

The foregoing conditions may be waived only by Agency. If any one or more of such conditions are not satisfied as of the Closing Date, Agency at its option may terminate this Agreement and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by Crystal Greens, in which case the provisions of Section 7.1 below shall apply.

Section 4.2: Crystal Greens' Closing Conditions.

Crystal Greens's obligations to convey Swap Parcel A under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.2.1 Crystal Greens giving Crystal Greens's Approval Notice, or being deemed to have given its approval pursuant to Section 2.4.

4.2.2 The fulfillment by Agency of all its obligations and covenants under this Agreement to be performed on or before the Closing Date.

4.2.3 That all of Agency's representations and covenants set forth in this Agreement are true and correct in all material respects on the Closing Date.

4.2.4 There being no change in the condition or legal requirements of Swap Parcel B, whether directly or indirectly, including any dumping of refuse or environmental contamination, after Effective Date, and that no legal action or proceeding (including condemnation) affecting Swap Parcel B or Crystal Greens's intended use thereof shall have been threatened or commenced.

4.2.5 That the Title Company shall be irrevocably committed to issue an owner's title insurance policy insuring that fee simple title to Swap Parcel B is vested in Crystal Greens as of the Closing Date, subject only to Agency's Permitted Exceptions.

4.2.6 Design Drawings (as defined in Section 2.5) have been prepared and submitted by the Agency in accordance with the terms of this Agreement and have been reviewed and approved by Crystal Greens, such approval not to be unreasonably withheld, conditioned or delayed, within five (5) days after receipt of such Design Drawings.

The foregoing conditions may be waived only by Crystal Greens. If any one or more of such conditions are not satisfied as of the Closing Date, Crystal Greens at its option may terminate this Agreement and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by Agency, in which case the provisions of Section 7.2 below shall apply.

ARTICLE 5: ADDITIONAL CONDITIONS

Section 5.1: Post-Closing Improvements.

5.1.1 On or before June 30, 2020, Agency or its designee shall install a permanent fence along the south boundary line of the Crystal Greens Property, less the area described as Swap Parcel A, and the west boundary line of Swap Parcel B. Agency or its designee shall not remove the existing fence located to the south of the boundary line of the Crystal Greens Property until such time that a temporary or permanent fence is installed along the south boundary line of the Crystal Greens Property, less the area described as Swap Parcel A, and the west boundary line of Swap Parcel B.

5.1.2 Agency shall replace the existing motorized gate and any fencing that is removed as a result of the improvements to the driveway depicted in the Design Drawings. This will be done concurrent with construction of the improvements to the terminus of Capps Road and modifications to the driveways to the Crystal Greens property, which is anticipated to begin May 2019. The replacement gate and fencing shall be of a similar quality and character as currently exists on the Crystal Greens Property. Crystal Greens shall approve the replacement gate and fencing, and such approval shall not be unreasonably withheld.

5.1.3 On or before Closing, Agency shall remove any equipment and personal property from Swap Parcel B. In the event that contaminated soil is discovered on Swap Parcel B which requires removal under state or federal law, Agency shall remove any such contamination in accordance with applicable state and federal regulations prior to the construction of the improvements described in Sections 5.1.4 and 5.1.5.

5.1.4 Agency or its designee shall grade and gravel a portion of Swap Parcel B within the area identified in Exhibit "C" as the "LAND GOING TO CRYSTAL GREENS (14,092 SF./0.32 AC.)" which is adjacent to the existing western property line of the Crystal Greens Property. Agency shall develop this area with road fabric and gravel at a depth of eight (8) inches. This work shall be completed on or before April 30, 2019. Crystal Greens shall retain access the area described as Swap Parcel A at all times until the Agency or its designee substantially completes the work to grade and gravel the portion of Swap Parcel B within the area identified in Exhibit "C" as the "LAND GOING TO CRYSTAL GREENS (14,092 SF./0.32 AC.)" The work described herein shall be considered substantially complete when at least 90% of the portion of Swap Parcel B within the area identified in Exhibit "C" as the "LAND GOING TO CRYSTAL GREENS (14,092 SF./0.32 AC)" has been graded and graveled and can be utilized by Crystal Greens for parking. The Parties may enter into a separate license agreement to memorialize the rights to access Swap Parcel A, as described in this Section 5.1.4.

5.1.5 Agency shall construct the improvements to the driveway depicted in the Design Drawings. This will be done concurrent with construction of the improvements to the terminus of Capps Road and modifications to the driveways to the Crystal Greens property, which is anticipated to begin May 2019. During construction, the Agency shall not eliminate or substantially impede access to the Crystal Greens property. Access to the Crystal Greens property shall not be deemed eliminated or substantially impeded where alternative access is provided over the parcel to the south, which includes Swap Parcel A, and which is suitable to accommodate vehicles used in Crystal Greens's existing operations.

5.1.6 Agency agrees to design the improvements described in Section 5.1.5 in a way that retains the existing parking stalls in the area identified in Exhibit "C" as the "Impacted Parking Area." In the event the Agency is not able to provide at least 30 parking stalls in the area identified in Exhibit "C" as the "Impacted Parking Area," Agency shall compensate Crystal Greens in an amount to be determined by appraisal. In no event, however, shall the sum paid to Crystal Greens be less than \$10,000 for the loss of one parking stall below the 30 parking stalls to be provided, and \$20,000 for the loss of each parking stall thereafter.

Section 5.2: Construction Coordination.

Agency shall coordinate with Crystal Greens prior to, and during the construction of the improvements to the driveway depicted in the Design Drawings. Agency shall ensure that Crystal Greens retains access to the Crystal Greens Property and will use best efforts to minimize any disruptions to Crystal Greens's operation throughout construction of the driveway improvements.

Section 5.3: Environmental Indemnification

Agency agrees, at its sole cost and expense, to indemnify, defend and hold harmless Crystal Greens from any loss, cost, damage, obligation, liability, judgment, action, penalty, claim, proceeding, injunction suit, fine, or expense (including consultants', experts', attorneys' fees and court costs) incurred or sustained by Crystal Greens arising directly or indirectly from any failure of Agency to comply with any Environmental Laws, or from those Hazardous Substances that exist on Swap Parcel B currently, or that may migrate onto Swap Parcel B in the future, and that are directly related to the contamination described in that Easement and Equitable Servitudes agreement recorded April 23, 2014, a copy of which is recorded in the Clackamas County real property records as document #2014-018753. Agency shall have no obligation to indemnify, defend and hold harmless Crystal Greens for damage or loss resulting from Crystal Greens's acts, omissions, gross negligence or willful misconduct. In the event Agency must undertake government-ordered cleanup of Swap Parcel B, Crystal Greens will allow the Agency reasonable access to Swap Parcel B for such purpose, and will not require the cleanup to exceed the government authority's requirements allowing Crystal Greens, and its successors and assigns, to use Swap Parcel B for vehicle parking, and ingress and egress.

Crystal Greens agrees, at its sole cost and expense, to indemnify, defend and hold harmless Agency from any loss, cost, damage, obligation, liability, judgment, action, penalty, claim, proceeding, injunction suit, fine, or expense (including consultants', experts', attorneys' fees and court costs) incurred or sustained by Agency arising directly or indirectly from any failure of Crystal Greens to comply with any Environmental Laws, or from any Hazardous Substance present on Swap Parcel A as of the Closing Date, except that Crystal Greens shall have no obligation to indemnify, defend and hold harmless Agency for damage or loss resulting from Agency's acts, omissions, gross negligence or willful misconduct. In the event Crystal Greens must undertake government-ordered cleanup of Swap Parcel A, the Agency will allow Crystal Greens reasonable access to Swap Parcel A for such purpose, and will not require the cleanup to exceed the government authority's requirements allowing the Agency, and its successors and assigns, to use Swap Parcel A for vehicle parking, and ingress and egress.

As used in this Agreement, the term "Environmental Laws" includes any and all state, federal and local statutes, regulations, and ordinances to which either Swap Parcel A or Swap Parcel B is subject and relating to the protection of human health and the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to same. The term "Hazardous Substance" includes all hazardous and toxic substances, wastes, or materials, including without limitation all substances, wastes, and materials containing either petroleum, including crude oil or any fraction thereof, or any of the substances referenced in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601(14), and similar or comparable state or local laws.

Section 5.4: Survival.

The Provisions of this Article 5 shall specifically survive Closing and not be merged into

any documents delivered at Closing.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

Section 6.1: Crystal Greens's Representations and Covenants.

Crystal Greens represents, warrants and covenants as follows:

6.1.1: To the best of Crystal Greens's knowledge (without any requirement of further investigation), there are no actions, suits, claims, legal proceedings, condemnation or eminent domain proceedings, or any other proceedings affecting Swap Parcel A, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign, nor is there any basis for any such proceeding which, if adversely determined, might affect the use or operation of Swap Parcel A for the Agency's intended purpose, the value of Swap Parcel A, or adversely affect the ability of Crystal Greens to perform its obligations under this Agreement; provided, however, that Crystal Greens makes no representation or warranty regarding the use of Swap Parcel A under current or future land use codes, building codes, or other generally applicable laws and regulations, and the Agency acknowledges their obligation to investigate the same as part of their due diligence process;

6.1.2: To the best of Crystal Greens's knowledge (without any requirement of further investigation), there are no liens, bonds, encumbrances, covenants, conditions, reservations, restrictions, easements or other matters affecting Swap Parcel A except as disclosed in Crystal Greens's Preliminary Commitment, and Crystal Greens has not received notice and has no knowledge of any pending liens or special assessments to be made against Swap Parcel A.

6.1.3: From the Effective Date until the Closing Date, Crystal Greens shall use commercially reasonable efforts to properly maintain Swap Parcel A in its current condition as of the Effective Date less reasonable impact of natural conditions and the Agency's due diligence efforts.

6.1.4: Pat Murphy, in his capacity as owner, is individually authorized to act on behalf of, and bind, Crystal Greens;

6.1.5: To the best of Crystal Greens's knowledge (without any requirement of further investigation), all information, documents and instruments delivered to Agency by Crystal Greens in connection with this Agreement are complete and true copies of such documents or original counterparts thereof;

6.1.6: Crystal Greens has not obligated itself in any manner to sell Swap Parcel A to any party other than the Agency and promises not to enter into an agreement with any other party for the sale or lease of any portion of Swap Parcel A while this Agreement is in effect;

6.1.7: Crystal Greens is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code; and

6.1.8: To the best of Crystal Greens's knowledge, Crystal Greens, for a period of no

fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with (i) all applicable tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Crystal Greens, to the Crystal Greens Property, operations, receipts, or income, or to Crystal Greens's performance of or compensation for any work performed by Crystal Greens; (iii) any tax provisions imposed by a political subdivision of this state that applied to Crystal Greens, or to goods, services, or property, whether tangible or intangible, provided by Crystal Greens; and (iv) any applicable rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

6.1.9 To the best of Crystal Greens's knowledge (without any requirement of further investigation), Crystal Greens' exchange of Swap Parcel A is not subject to any federal, state or local withholding obligation under the tax laws applicable to the Parties or Swap Parcel A;

6.1.10 Crystal Greens has received no written notice of and has no knowledge of any material violations or investigations of violations of any applicable laws or ordinances affecting Swap Parcel A that have not been corrected or resolved;

6.1.11 To the best of Crystal Greens's knowledge (without any requirement of further investigation), during the time Crystal Greens has owned Swap Parcel A, Crystal Greens has not released to the soil or groundwater on Swap Parcel A any hazardous substances in any material concentration or quantity;

6.1.12 To the best of Crystal Greens's knowledge (without any requirement of further investigation), other than this Agreement, the documents to be executed and delivered hereunder at Closing and Crystal Greens's Permitted Exceptions, there are no contracts or agreements of any kind relating to Swap Parcel A to which Crystal Greens or its agents is a party and which would be binding on Agency after Closing.

For the purposes of this Agreement, "Crystal Greens's knowledge" is defined as the knowledge of Pat Murphy.

Section 6.2: Agency's Representations and Covenants.

Agency represents, warrants and covenants as follows:

6.2.1 Agency has been duly organized and is validly existing as a corporate body politic, in good standing in the State of Oregon. Agency has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby;

6.2.2 To the best of Agency's knowledge (without any requirement of further investigation), there are no actions, suits, claims, legal proceedings, condemnation or eminent domain proceedings, or any other proceedings affecting Swap Parcel B, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign, nor is there any basis for any such proceeding which, if adversely determined, might affect the use or operation of Swap Parcel B for Crystal Greens's intended purpose, the value of Swap Parcel B, or adversely affect the ability of Agency to perform its obligations under this Agreement; provided, however,

that Agency makes no representation or warranty regarding the use of Swap Parcel B under current or future land use codes, building codes, or other generally applicable laws and regulations, and Crystal Greens acknowledges their obligation to investigate the same as part of their due diligence process;

6.2.3 To the best of Agency's knowledge (without any requirement of further investigation), there are no liens, bonds, encumbrances, covenants, conditions, reservations, restrictions, easements or other matters affecting Swap Parcel B except as disclosed in Agency's Preliminary Commitment, and Agency has not received notice and has no knowledge of any pending liens or special assessments to be made against Swap Parcel B;

6.2.4 From the Effective Date until the Closing Date, Agency shall use commercially reasonable efforts to properly maintain Swap Parcel B in its current condition as of the Effective Date less reasonable impact of natural conditions and Crystal Greens's due diligence efforts;

6.2.5 Jim Bernard, in his capacity as Chair of the Development Agency Board, is individually authorized to act on behalf of, and bind, the Agency;

6.2.6 To the best of Agency's knowledge (without any requirement of further investigation), all information, documents and instruments delivered to Crystal Greens by Agency are complete and true copies of such documents or original counterparts thereof;

6.2.7 With the exception of the aforementioned third-party buyer which would have the right to acquire Swap Parcel B in the event Crystal Greens does not complete the property exchange described in this Agreement, Agency has not obligated itself to sell Swap Parcel B to any party other than Crystal Greens and promises not to enter into an agreement with any other party for the sale or lease of any portion of Swap Parcel B while this Agreement is in effect;

6.2.8 Agency is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code;

6.2.9 To the best of Agency's knowledge (without any requirement of further investigation), Agency is not (and is not engaged in this transaction on behalf of) a person or entity with which Crystal Greens is prohibited from doing business pursuant to any law, regulation or executive order pertaining to national security including, but not limited to, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001; Executive Order 13224; the Bank Secrecy Act; the Trading with the Enemy Act; the International Emergency Economic Powers Act; sanctions and regulations promulgated pursuant thereto by the Office of Foreign Assets Control, as well as laws related to the prevention and detection of money laundering in 18 U.S.C Sections 1956 and 1957;

6.2.10 To the best of Agency's knowledge (without any requirement of further investigation), Agency's sale of Swap Parcel B is not subject to any federal, state or local withholding obligation under the tax laws applicable to the Parties or Swap Parcel B;

6.2.11 Agency has received no written notice of and has no knowledge of any material violations or investigations of violations of any applicable laws or ordinances affecting Swap Parcel B that have not been corrected or resolved;

6.2.12 To the best of Agency's knowledge (without any requirement of further investigation), during the time Agency has owned Swap Parcel B, Agency has not released to the soil or groundwater on Swap Parcel B any hazardous substances in any material concentration or quantity;

6.2.13 To the best of Agency's knowledge (without any requirement of further investigation), other than this Agreement, the documents to be executed and delivered hereunder at Closing and Agency's Permitted Exceptions, there are no contracts or agreements of any kind relating to Swap Parcel B to which Agency or its agents is a party and which would be binding on Crystal Greens after Closing.

For the purposes of this Agreement, "Agency's knowledge" is defined as the knowledge of Mr. David Queener.

Section 6.3: Survival.

All representations and warranties contained in this Agreement shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, and shall survive Closing and not be merged into any documents delivered at Closing.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.1: Agency's Remedies.

If this transaction fails to close because of Crystal Greens's default hereunder, the Agency shall be entitled to such remedies for breach of contract as may be available under applicable law.

Section 7.2: Crystal Greens's Remedies.

If this transaction fails to close because of Agency's default hereunder, Crystal Greens shall be entitled to such remedies for breach of contract as may be available under applicable law.

Section 7.3: Default.

Except for the Parties' wrongful failure to close or satisfy a condition to Closing by the Closing Date, neither party shall be deemed in default under this Agreement unless such party is given written notice of its failure to comply with this Agreement and such failure continues for a period of fifteen (15) days following the date such notice is given.

ARTICLE 8: GENERAL PROVISIONS

Section 8.1: Applicable Law.

The law of the State of Oregon shall govern the interpretation and enforcement of this Agreement without giving effect to the conflicts of law provision thereof.

Section 8.2: Attorney Fees.

The parties shall bear their own costs and attorney fees in the event an action is brought to enforce, modify or interpret the provisions of this Agreement.

Section 8.3: Acceptance of Service of Process.

In the event that any legal or equitable action is commenced by Crystal Greens against the Agency, service of process on the Agency shall be made by personal service on the Program Supervisor of the Agency, or in such other manner as may be provided by law. In the event that any legal or equitable action is commenced by the Agency against Crystal Greens, service of process on Crystal Greens shall be made in such manner as may be provided by law.

Section 8.4: Notice, Demands and Communications Between the Parties.

All notices given pursuant to this Agreement shall be in writing sent to the addresses shown in Section 1.3 and Section 1.4 of this Agreement and to the attention of the person indicated, and shall be either: (i) mailed by first class mail, postage prepaid, certified or registered with return receipt requested, (ii) delivered in person or by local or national courier, or sent by electronic mail.

Any notice (i) sent by mail in the manner specified in this section shall be deemed served or given three (3) business days after deposit in the United States Postal Service, (ii) delivered in person or by local or national courier shall be deemed served or given upon receipt or refusal of delivery, and (iii) sent by electronic mail shall be deemed served or given upon transmission subject to confirmation of receipt. Notice given to a party in any manner not specified above shall be effective only if and when received by the addressee as demonstrated by objective evidence in the possession of the sender. Each party may change its address for notice by giving not less than ten (10) days' prior notice of such change to the other party in the manner set forth above.

Section 8.5: Nonliability of Officials and Employees.

No member, shareholder, director, officer, elected official, employee, affiliate, agent or representative of any of the parties shall be personally liable to the other party or any successor-in-interest thereto, in the event of any default or breach by either party or for any amount that may become due to either party or its successor, or any obligations under the terms of this Agreement.

Section 8.6: Merger.

None of the provisions of this Agreement are intended to or shall be merged by reason of any deed referred to herein and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

Section 8.7: Headings.

Any title of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.8: Time of Essence.

Time is of the essence of this Agreement. All obligations of the Agency and Crystal Greens to each other shall be due at the time specified by the Agreement, or as the same may be extended by mutual agreement of the parties in writing.

Section 8.9: Severability.

If any clause, sentence or any other portion of the terms and conditions of this Agreement become illegal, null or void for any reason, or held by any court of competent jurisdiction to be so, the remaining portion will remain in full force and effect.

Section 8.10: No Partnership.

Neither anything in this Agreement or the documents delivered in connection herewith nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.

Section 8.11: Nonwaiver of Government Rights.

Subject to the terms and conditions of this Agreement, by making this Agreement, the Agency is specifically not obligating itself, the County, or any other agency with respect to any discretionary governmental action relating to the acquisition of either Swap Parcel A or Swap Parcel B, including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental agency approvals that are or may be required.

Section 8.12: Entire Agreement; Waivers.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all prior negotiations or previous agreements between the Parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in a writing signed by the appropriate authorities of the Agency and Crystal Greens, and all amendments thereto must be in a writing signed by the appropriate authorities by the Agency and Crystal Greens.

Section 8.13: Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an

original, but all of which together shall constitute one and the same Agreement.

Section 8.14: Non-Foreign Persons.

The parties agree to comply with the terms of Internal Revenue Code Section 1445 and at Closing, Agency shall execute and deliver to Crystal Greens and Title Company a non-foreign person affidavit in a form mutually acceptable to the parties.

Section 8.15: Waiver.

Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Section 8.16: Weekends and Holidays.

If the time for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

Section 8.17: Neutral Construction.

This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and shall not be construed against either party by virtue of which party drafted all or any part of this Agreement.

Section 8.18: Exhibits.

All exhibits listed on the signature page below and attached hereto are incorporated into and constitute a part of this Agreement.

ARTICLE 9: SUCCESSOR INTEREST

This Agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns. Pursuant to ORS 457.075, in the event the Agency is terminated, Clackamas County shall be substituted for the Agency and, for the purpose of this Agreement, shall be considered a continuation of the Agency and not a new entity.

ARTICLE 10: STATUTORY DISCLAIMER

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT

LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

"AGENCY"

CLACKAMAS COUNTY DEVELOPMENT
AGENCY, a corporate body politic

By: _____
Chair

Date: _____, 2018

"CRYSTAL GREENS"

PATRICK L. MURPHY

Date: _____, 2018

DYAN M. MURPHY

Date: _____, 2018

LIST OF EXHIBITS

EXHIBIT A	Crystal Greens Property Description
EXHIBIT B	Agency Property Description
EXHIBIT C	Property Swap Map (Identification of Swap Parcel A and Swap Parcel B)

EXHIBIT A

Crystal Greens Property Description

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Clackamas, State of Oregon, described as follows:

PARCEL I:

A TRACT OF LAND IN SECTION 15, TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE WHICH IS 793.5 FEET EAST AND 1318.63 FEET SOUTH OF THE QUARTER SECTION CORNER ON THE NORTH LINE OF SECTION 15 TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE EAST 400.15 FEET; THENCE NORTH 338.27 FEET; THENCE SOUTH 79° 13' WEST 182.4 FEET; THENCE NORTH 84° 11' WEST 126.86 FEET; THENCE NORTH 82° 25' WEST 95.6 FEET TO A POINT WHICH IS NORTH 329.63 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 329.63 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EAST 136 FEET THEREOF AS CUT OFF BY A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID PROPERTY.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 40 FEET OF SAID EAST 136 FEET.

TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES AND UTILITY POLES ALONG ONE SIDE OF PROPERTY BEING DESCRIBED AS FOLLOWS:

PART OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE HACKETT AND CAPPS ROAD NO. 88 WITH THE SOUTH LINE OF THE PRESLEY WELCH DONATION LAND CLAIM; THENCE WESTERLY TRACING THE SOUTH LINE OF SAID DONATION LAND CLAIM TO A POINT 20 FEET NORTH OF THE MOST NORTHERLY NORTHWEST CORNER OF THAT TRACT CONVEYED TO CHARLES EDWARD GRANT, ET UX, BY DEED RECORDED IN BOOK 570, PAGE 90, DEED RECORDS; THENCE CONTINUING WESTERLY ON SAID SOUTH BOUNDARY OF THE WELCH DONATION LAND CLAIM, A DISTANCE OF 125 FEET; THENCE SOUTH A DISTANCE OF 20 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH BOUNDARY OF SAID WELCH DONATION LAND CLAIM TO A POINT THAT IS 20 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING.

PARCEL II:

THE EAST 136 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND.

A TRACT OF LAND IN SECTION 15, TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE WHICH IS 793.5 FEET EAST AND 1318.63 FEET SOUTH OF THE QUARTER SECTION CORNER OF THE NORTH LINE OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE EAST 400.15 FEET; THENCE NORTH 338.27 FEET; THENCE SOUTH 79° 13' WEST 182.4 FEET; THENCE NORTH 84° 11' WEST 126.86 FEET; THENCE NORTH 82° 25' WEST 95.6 FEET TO A POINT WHICH IS NORTH 329.63 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 329.63 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 40 FEET OF SAID EAST 136 FEET.

TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES AND UTILITY POLES ALONG ONE SIDE OF PROPERTY BEING DESCRIBED AS FOLLOWS:

PART OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE HACKETT AND CAPPS ROAD NO. 88 WITH THE SOUTH LINE OF THE PRESLEY WELCH DONATION LAND CLAIM; THENCE WESTERLY TRACING THE SOUTH LINE OF SAID DONATION LAND CLAIM TO A POINT 20 FEET NORTH OF THE MOST NORTHERLY NORTHWEST CORNER OF THAT TRACT CONVEYED TO CHARLES EDWARD GRANT ET UX, BY DEED RECORDED IN BOOK 570 PAGE 90, DEED RECORDS; THENCE CONTINUING WESTERLY ON SAID SOUTH BOUNDARY OF THE WELCH DONATION LAND CLAIM, A DISTANCE OF 125 FEET; THENCE SOUTH A DISTANCE OF 20 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH BOUNDARY OF SAID WELCH DONATION LAND CLAIM TO A POINT THAT IS 20 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE-NORTH A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING.

NOTE: THIS LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 1, 2008.

EXHIBIT "B"
Legal Description

PARCEL I:

A tract of land being a portion of that property described as Tract 1 in a property line adjustment Deed recorded May 23, 2017 as Document Number 2017-034564, Clackamas County Deed Records, and a portion of that property described as Parcel VIII in a Deed to Clackamas County Development Agency recorded on October 8, 2009 as Document No. 2009-071163, Clackamas County Deed Records, located in the Northeast one-quarter of Section 15, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, and more particularly described as follows:

Commencing at the North one-quarter corner of said Section 15, said point being marked by a 3-1/4 inch bronze disk; Thence along the North line of the Northeast one-quarter of said Section 15, North 89°50'46" East 662.95 feet to the Northerly extension of the East line of that property conveyed to 1PT Clackamas DC LLC by a deed recorded on December 19, 2014 as Document No. 2014-065094, Clackamas County Deed Records; Thence along said Northerly extension and the East line of said IPT Clackamas DC LLC property, South 00°01' 11" West 620.00 feet to the Southeast corner thereof, said point also being the most Northerly Northeast corner of said Tract 1 and being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along the most Northerly line of said Tract 1, South 89°49'50" West 233.59 feet to the most Northerly Northwest corner thereof, said point being marked by 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along the most Northerly West line of said Tract 1, South 00°05'09" West 363.74 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc" and the Point of Beginning;

Thence leaving said most Northerly West line, South 89°54'51" East 367.03 feet to a 3/4 inch iron pipe located on the East line of said Parcel VIII; Thence along the East line of said Parcel VIII, South 00°08'50" West 331.80 feet to the Southeast corner thereof, said point being marked by 5/8 inch iron rod and being on the Northerly boundary of said Tract 1; Thence along the Northerly boundary of said Tract 1, North 89°58'02" East 400.25 feet to a 5/8 inch iron rod on the Westerly terminus line for the right-of-way of S.E. Capps Road; Thence along said Westerly terminus line, South 00°10'06" West 20.06 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD" located on the Southerly right-of-way line of S.E. Capps Road (30.00 feet Southerly from the centerline thereof, when measured at right angles); Thence along said Southerly right-of-way line, North 89°57'49" East 40.04 feet to the most Easterly Northeast corner of said Tract 1, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along the most Southerly East line of said Tract 1, South 00°27'26" West 758.60 feet to a 3/4 inch iron pipe at the Southeast corner of said Tract 1; Thence along the Southwesterly boundary of said Tract 1, North 59°00'04" West 393.43 feet to an angle point thereon, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence continuing along the Southwesterly boundary of said Tract 1, North 45°37'07" West 822.82 feet to the most Westerly Northwest corner thereof, said point being marked by a 5/8 inch iron rod; Thence along the most Westerly North line of said Tract 1, South 89°57'56" East 124.46 feet to an angle point on the Westerly boundary of said Tract 1, said point being marked by a 1/2 inch iron pipe; Thence along the most Northerly West line of said Tract 1, North 00°05'09" East 332.68 feet to the Point of Beginning.

PARCEL II:

A tract of land being a portion of that property described as Tract 1 in a property line adjustment Deed recorded May 23, 2017 as Document No. 2017-034564, Clackamas County Deed Records, and a portion of that property described as Parcel VIII in a Deed to Clackamas County Development Agency recorded on October 8, 2009 as Document No. 2009-071163, Clackamas County Deed Records, located in the Northeast one-quarter of Section 15, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, and more particularly described as follows:

EXHIBIT "B"
Legal Description

Commencing at the North one-quarter corner of said Section 15, said point being marked by a 3-1/4 inch bronze disk; Thence along the North line of the Northeast one-quarter of said Section 15, North 89°50'46" East 662.95 feet to the Northerly extension of the East line of that property conveyed to IPT Clackamas DC LLC by a Deed recorded on December 19, 2014 as Document No. 2014-065094, Clackamas County Deed Records; Thence along said Northerly extension and the East line of said IPT Clackamas DC LLC property, South 00°01'11" West 620.00 feet to the Southeast corner thereof and the Point of Beginning, said point also being the most Northerly Northeast corner of said Tract 1 and being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along the most Northerly line of said Tract 1, South 89°49'50" West 233.59 feet to the most Northerly Northwest corner thereof, said point being marked by 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along the most Northerly West line of said Tract 1, South 00°05'09" West 363.74 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence leaving said most Northerly West line, South 89°54'51" East 367.03 feet to a 3/4 inch iron pipe located on the East line of said Parcel VIII; Thence along the East line of said Parcel VIII, North 00°03'13" East 383.38 feet to the Northeast corner thereof; Thence along the North line of said Parcel VIII, South 89°39'36" West 133.25 feet to a 5/8 inch iron rod located at the Northwest corner of said Parcel VIII; Thence along the West line of said Parcel VIII, South 00°01'11" West 17.60 feet to the Point of Beginning.