



AGENDA

***Revised**

Added B.7, E.1

Thursday, April 22, 2021 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-18

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Ice Storm Updates**

*****COVID Updates**

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

1. South County Drive to Zero Project Winners of the Drive to Zero Art Contest

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

A. Health, Housing & Human Services

1. Approval of Agreement with ODOT, Rail and Public Transit Division, for FTA 5311 Rural Transportation Funds for COVID related Operations of Mt Hood Express. The maximum to be funded would be \$205,000, no match is required. Funding is through Federal Transit Administration 5311 Rural Transportation Funds. No general funds are involved. – *Social Services*
2. Approval of Professional Services Agreement with Oregon EMS Specialists LLC, to provide services as Associate Emergency Medical Services (EMS) Medical Directors Contract maximum for Oregon EMS Specialists LLC is \$262,185. No general funds are involved. – *Public Health*
3. Approval of Professional Services Agreement with Northwest Permanente, P.C. to provide services as Associate Emergency Medical Services (EMS) Medical Directors. Contract maximum for Northwest Permanente is \$264,097. No general funds are involved. – *Public Health*

B. Department of Transportation & Development

1. Approval of First Amendment to an Intergovernmental Agreement between Clackamas County and the City of Beaverton for Provisions of Permit Processing and Building Inspection/Plan Review (BI/PR) Services. Negotiated rate for service is \$44.82/hour or \$49.73/overtime hour. Funding from Building Codes Division, fee for service revenues. No general fund.
2. Approval of an Intergovernmental Agreement with City of Happy Valley for the Pleasant Valley Villages Phases 2-13 Planned Unit Development. There is no financial impact associated with this agreement.
3. Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the Boardman Creek Headwall Repair Project and Authorizing Good Faith Negotiations and Condemnation Actions. Right of Way acquisition costs are estimated not to exceed \$16,000. No general funds.
4. Approval of an Intergovernmental Agreement between Clackamas County and the City of Canby to Transfer Permitting Authority and Maintenance Responsibility for of Portions N. Locust Street (County Road #1782, DTD #31077, N. Maple Street (County Road #2579, DTD #31029) and S. Redwood Street (County Road #0277, DTD #41023) to the City. Transfer costs are based on the actual cost of a 2" asphalt overlay, pre-overlay preparation and ADA improvements totally \$348,523. No general funds.
5. Approval of an Intergovernmental Agreement between Clackamas County and the City of Canby to Transfer Permitting Authority and Maintenance Responsibility for Portions of N. Maple Street (County Road #2579, DTD #31029) and N. Redwood Street (County Road #2163, DTD #31017) to the City. Transfer costs are based on the actual cost of a 2" asphalt overlay and ADA improvements totally \$433,342. No general funds.
6. A Board Order Adopting the Vacation of a Portion of Deer Park Road in the Welches area. No funds are involved.
- *7. Approval to Partner with Molalla River Watch in Applying for an Oregon Watershed Enhancement Board Grant for the Replacement of the Woodcock Creek (Grimm Rd) Bridge #06267; Total Construction project cost: \$ 660,000-Oregon Watershed Enhancement Board Grant: \$330,000, Road Fund Match: \$330,000. Included in the request is BCC letter of support.

C. Finance Department

1. Approval of Amendment #2 with Moss Adams LLP for Annual Financial Audit Services. Amendment #2 adds one year of audit services for \$326,200 for a total contract not to exceed \$1,777,700 funded by cost allocation and general funds through the finance department.
2. Approval of Amendment #1 with Oregon Emergency Management FEMA 4499-DR-OR-FEMA-State Agreement for the Coronavirus Disease. This is ongoing and the fiscal impact is unknown at this time. Funding is through FEMA not general funds.

D. County Counsel

1. Enter into a License Agreement with Jason and Kristie Boyd to access and board up to two horses at property donated to the County by John and Marilee Wetten.

***E. Elected Officials**

- *1. Approval to Apply to be in a Subrecipient Agreement with Clackamas Women's Services for Victims of Human Trafficking Grant. The \$154,994 in funds requested will fund a .5 Full Time Employee with funding coming through the office for victims of crime. - Clackamas County District Attorney

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

IV. COUNTY ADMINISTRATOR UPDATE

V. 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>



DAN JOHNSON
DIRECTOR

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

April 12, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Presentation – South County Drive to Zero Project

Winners of the Drive to Zero Art Contest

Purpose/Outcomes	Update the Board about two efforts: 1) The Drive to Zero South County project which seeks to combine low cost transportation safety improvement infrastructure projects with a targeted marketing campaign focused on teen distracted driving; and, 2) The Drive to Zero Art Contest. Recognize winning students and State Farm Insurance who provided financial support for the program. Learn about Drive to Zero South County project.
Fiscal Impact	None
Funding Source	N/A
Duration	Ongoing.
Previous Action	BCC/Administration approved application for State Farm funding and National Safety Council.
Strategic Plan Alignment	<ul style="list-style-type: none"> Aligns with plan to reduce fatal and serious injury crashes Aligns with Performance Clackamas Goals in reducing transportation-related fatalities
Counsel Review	N/A
Procurement Review	N/A
Contact Person	Joseph Marek, joemar@clackamas.us , 503-970-8987

BACKGROUND:

The **Drive to Zero South County** project will highlight how a holistic Safe Systems approach to traffic safety can be effective in reducing fatal and serious injury in a rural community. A Safe

Systems approach will combine proven low-cost engineering countermeasures with behavioral change focused education followed with targeted enforcement in collaboration with regional law enforcement partners.

Layered throughout the project will be the intentional collaboration with public health and schools to tackle issues of alcohol and drug use, build new opportunities with rural transit options to move teens and older adults, and work with the Oregon DOT to create more and affordable driver's education and child protection to those who can least afford access.

The County offers its **Drive to Zero Art Contest** to County high school students every other year since 2008. Students are invited to create artwork focusing on transportation risk factors such as speed, distracted driving or impaired driving; or on prevention strategies such as seat belt use, parent support or eliminating distractions. Positive, uplifting messages are encouraged to reflect the need to drive with respect and courtesy.

Twenty-one entries were received from various high schools throughout the County. Groups including staff from DTD, PGA and H3S along with the Traffic Safety Commission rated the posters on creativity, message impact and promotional appeal. The winning students received cash prizes (\$300 for 1st, \$200 for 2nd and \$100 for 3rd place).

Sandy High School junior Kara Atiyeh won this year's contest with her impactful poster depicting a driver with a cell phone as their head and tag line: "Don't Let It Take Over." This poster reminds drivers that cell phone use is dangerous and not to let it take over our responsibly of driving.

Five Clackamas County high school students will see their work integrated into the Drive to Zero traffic safety campaign that seeks to reduce all serious and fatal traffic crashes to zero by 2035. Congratulations to Kenzie Prock (Molalla High School), Carly Shanklin (Wilsonville High School) and Tirzah Vest (Lake Oswego High School) who will each receive cash prizes. Gillian Moore (Sandy High School) and Kyra Schulz (Rex Putnam High School) were honorable mentions.

All posters can be viewed at: <http://www.clackamas.us/drivetozero/>.

Staff recommends the Board formally recognize the participation of State Farm Insurance and the top entries.

Respectfully submitted,

Joseph F. Marek
Transportation Safety Program Manager



South County Drive to Zero Campaign

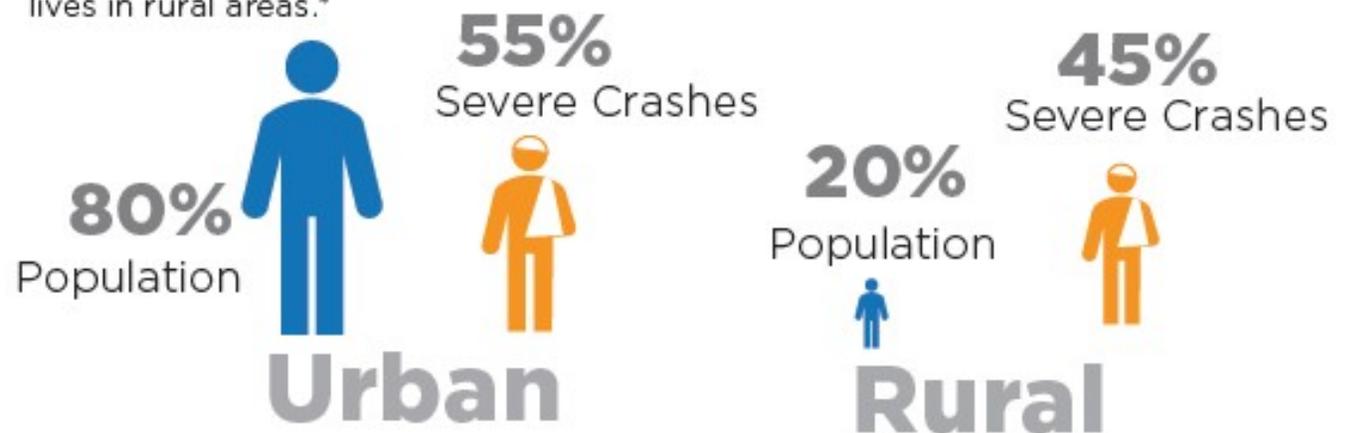
Joseph Marek, Transportation Safety Program Manager
Christian Snuffin, Senior Traffic Engineer
Rob Sadowsky, Transportation Safety Outreach Coordinator



Why focus on South County?

Rural vs. Urban

People must drive further in rural areas to reach destinations and emergency response times can be longer than in urban areas. Speeds are also higher than in urban areas and there are fewer transportation options. As a result, rural areas are more susceptible to severe crashes than urban areas. As shown below, 45% of reported severe crashes occurred in rural areas, while 20% of the population lives in rural areas.*



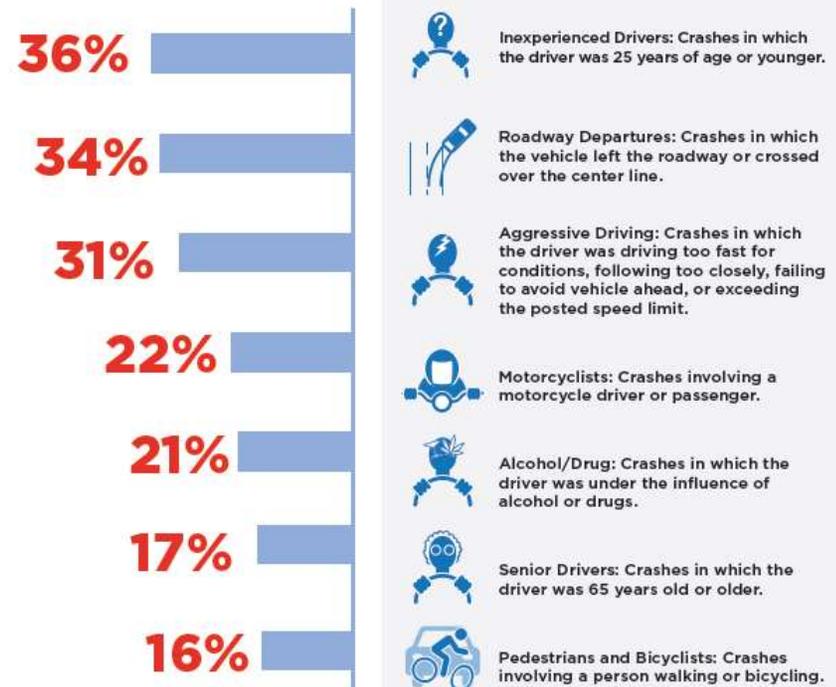
*Clackamas County, TSAP 2019

Contributing Factors for Crashes

The most frequent contributing factors in reported crashes are:



Fatal and Serious Injury Crashes by Contributing Factor



*Clackamas County, TSAP 2019

What makes a rural setting so hard?

- Curves: vertical and horizontal
- Lack of edge lines
- Dark, wet and snowy roads
- Hard to maintain a spread out system
- Lack of grid means intersections are sometimes oddly oriented.

Horizontal and Vertical Curves

Roads that hug the terrain.



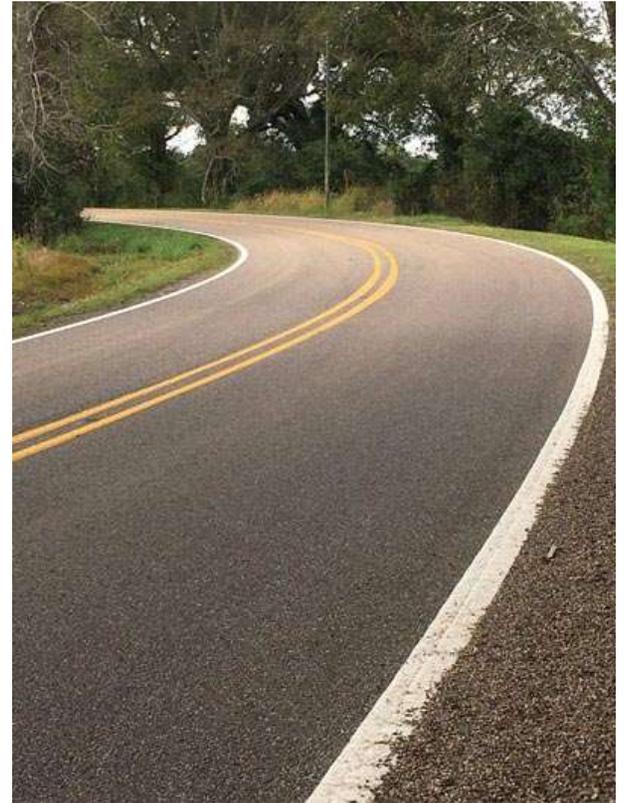
*Clackamas County

Lack of edge lines

Growth in lane keeping technology requires dual edge lines.



*Clackamas County



Two Part Project

- Low cost infrastructure treatments.
- Highly targeted campaign focusing on one behavior and one group of people in South County.

Low cost
improvements

COUNTERMEASURE SELECTOR

Rumble Strips

High Friction
Surface
Treatment

Delineators

6" Edgeline

Center
Reflectorized
Buttons

Curve
Signing

Stop Signs

Flashers

Traffic
Signal

Examples



* Clackamas County

* "Radar speed sign" by Richard Drdul BY CC SA 2.0

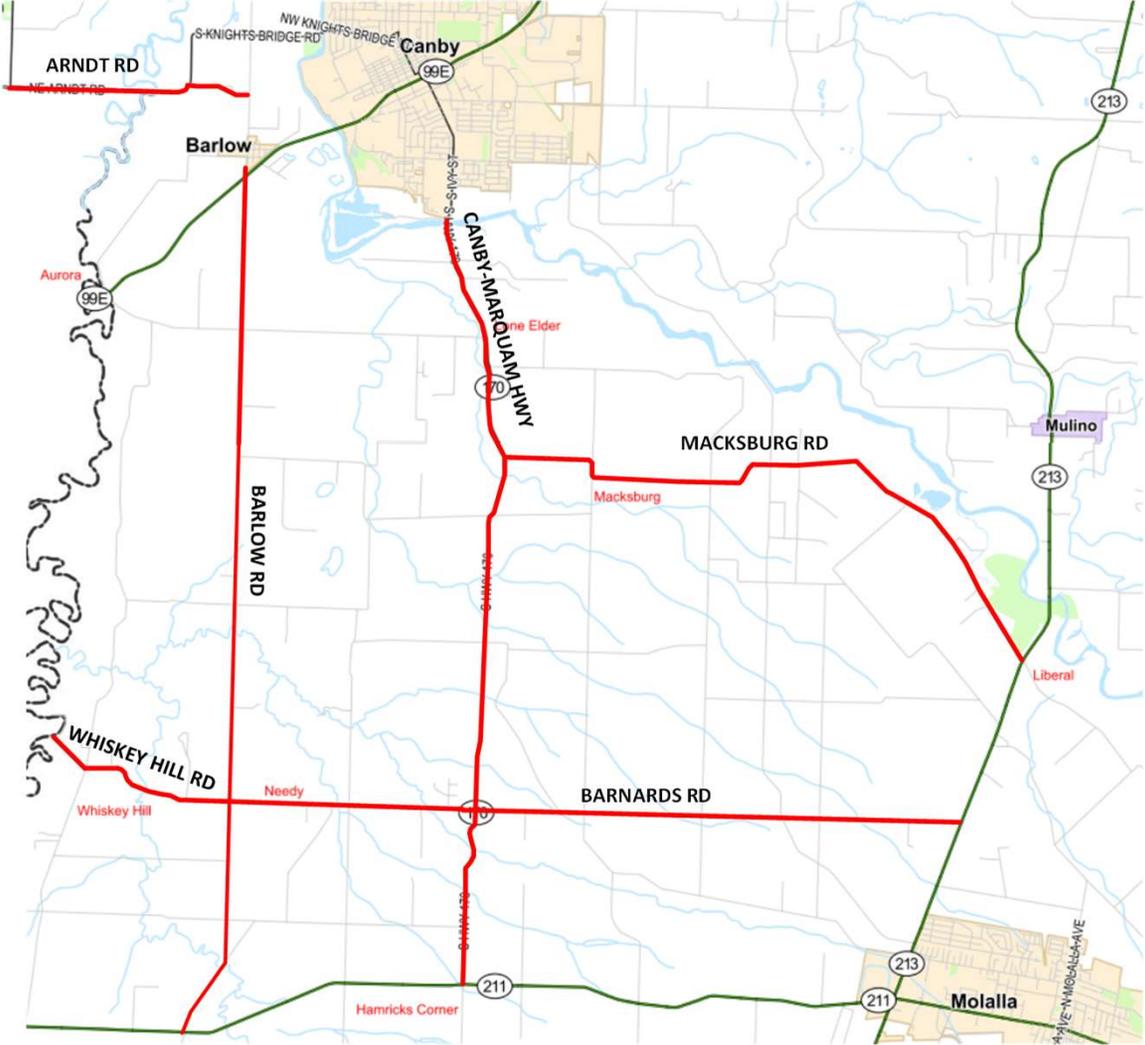


* "Centerline Rumble Strip" by SayCheeeeeeeese



* Clackamas County

Map of Area



Our targeted campaign

- Behavior targeted: Activate do-not-disturb while driving function on your iPhone.
- Target Audience: Teens aged 15-19 in Molalla and Canby areas
- Barriers: FOMO (Fear of Missing Out) and “It won’t happen to me mentality”.
- Motivators: Experience shared by real people; peers modeling behavior



Components

- Posters
- Tik Tok Videos working with creative content providers
- Engagement tools at Schools, Fairs and Festivals
- Give Away Awards for showing us you turned it on your phone

Bi-Annual Drive to Zero Art Contest

21 entries from across schools
throughout the county last summer

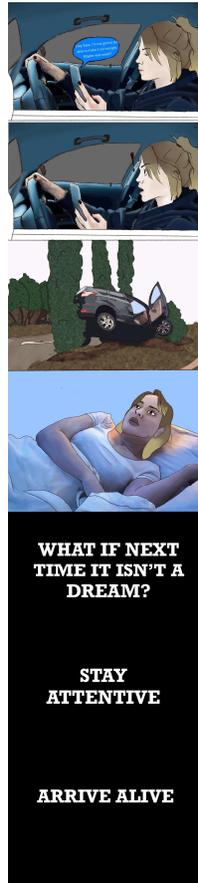


Our Top 3 Artists:

Kenzie Prock
(Molalla High)

Carlie Shanklin
(Wilsonville High)

Tirzah Vest
(Lake Oswego)



**Speeding takes a toll...
Slow your roll!**



 **State Farm**[®]

Traffic safety starts with you!



Questions?

www.drivetozero.org

Rob Sadowsky
@rsadowsky
Rsadowsky@Clackamas.us
503-679-7375

April 22, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Agreement with Oregon Department of Transportation, Rail
and Public Transit Division, for FTA 5311 Rural Transportation Funds
for COVID related Operations of Mt Hood Express

Purpose/Outcomes	Grant application with Oregon Department of Transportation Rail and Public Transit Division to fund COVID related operations for the Mt Hood Express bus service
Dollar Amount and Fiscal Impact	The maximum amount to be funded would be \$205,000. These funds will be used to pay for preventative maintenance, a new bus, and operations on the Mt Hood Express. No match is required.
Funding Source	Federal Transit Administration 5311 Rural Transportation Funds- CARES Discretionary
Duration	Effective upon execution and terminates on June 30, 2023
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
County Counsel	Reviewed and approved on 03/24/21 by Andrew Naylor.
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Grant application. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#10056

Background

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an Intergovernmental Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund COVID related operation expenses for the Mt Hood Express buses. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment, recreation, shopping and medical services for residents and visitors.

The federal Coronavirus Aid, Relief and Economic Security (CARES) Act provides emergency appropriations to support transit agency operations during the pandemic. Funds provided are available for transit agencies to maintain service and address needs such as personal protective equipment and cleaning supplies. Due to social distancing requirements, we are not currently able to meet the needs of our passengers, including sufficient capacity for requested rides. These funds will allow for additional capacity, as well as cover the costs of service and maintenance. Clackamas

County Social Services has received 5311 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007.

No match is required for these funds. The grant lifecycle application form was approved by Nancy Bush, Director of Disaster Management, on 12/22/20. Agreement was reviewed and approved by Andrew Naylor, County Counsel, and 03/24/21.

Recommendation

We recommend the approval of this agreement, and the Board of County Commissioners sign all documents necessary to accomplish this action.

Respectfully submitted

*Mary Rumbaugh
for Rod Cook*

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

AGREEMENTS/CONTRACTS

New Agreement/Contract
Amendment/Change Order Original Number _____

ORIGINATING COUNTY

**DEPARTMENT: Health, Housing Human Services
Social Services**

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: ODOT, Rail and Public Transit Divison (#34739) _____

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: _____

PURPOSE OF

CONTRACT/AGREEMENT: Grant application with Oregon Department of Transportation Rail and Public Transit Division to fund COVID related operations for the Mt Hood Express bus service. These funds will address operating deficits in the Mt Hood Express transportaiton service by covering costs associated with the COVID crises such as service changes, lost revenue, and additional vehicle needs.

H3S CONTRACT NUMBER: 10056 _____

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **March 1, 2021** 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 **June 30, 2023** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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 D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$205,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$205,000.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, 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.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient 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. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient 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. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient 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 Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient 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 Recipient's 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 Recipient is a party or by which Recipient 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 Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. 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 Recipient 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. Recipient 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.** Recipient 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. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient 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, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient 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 the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient 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 Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient 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. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open competition;

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

e. Additional requirements

- i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
- ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
- iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
- iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
- v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.
- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
- vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder,

Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.

- viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability insurance of \$50,000 for property damage, \$200,000 for bodily injury per person, \$500,000 for bodily injury per occasion for maintenance and shop vehicles, and \$1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Public Transportation Division as an "Additional Insured". In the event of any ambiguity or conflict between this section 9.e.viii. and Exhibit C Insurance Requirements ii. Commercial General Liability and iii. AUTOMOBILE LIABILITY INSURANCE, this section 9.e.viii. shall control.
- ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
- x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be

established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient 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 Recipient (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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 Recipient 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 Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient 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 Recipient 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 Recipient 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the

conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, 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 recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient 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.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this 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 Recipient 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 11.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 recipient 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 Recipient 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.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and

state civil rights and rehabilitation statutes, rules and regulations.

- j. **Insurance; Workers' Compensation.** All employers, including Recipient, 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. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has 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 Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient 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. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Clackamas County/State of Oregon
Agreement No. 34739

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.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

SIGNATURE PAGE TO FOLLOW

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Teresa Christopherson
Social Services Department
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

Jason Kelly
555 13th Street NE
Salem, OR 97301-4179
1 (503) 731-3320
Jason.d.kelly@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Frank Thomas

Date _____ 03/18/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Marvin Fjordbeck by email
(printed)

Date _____ 03/13/2017

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: CARES 5311 (NB) Clackamas County 34739				
<i>Provide relief from expenses incurred in response to the COVID-19 pandemic.</i>				
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$106,000.00	\$106,000.00	\$0.00	
Item #1: Preventive Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$5,000.00	\$5,000.00	\$0.00	
Item #1: Bus < 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$94,000.00	\$94,000.00	\$0.00	
Sub Total	\$205,000.00	\$205,000.00	\$0.00	
Grand Total	\$205,000.00	\$205,000.00	\$0.00	

1. BACKGROUND

The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act provides emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support agency operations during the pandemic. Funds provided under the CARES Act are available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave.

2. PROJECT DESCRIPTION

This Agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic. The services provided under this Agreement are as follows:

Operations

This project provides funding for operational support to add additional service hours for deviated fixed route services (Villages Shuttle) between Sandy, Oregon and Rhododendron, Oregon. The need for additional operations funds is due to revenue loss and increased costs of operating services due to COVID-19.

Project award value: \$106,000.

Preventive Maintenance

This project provides funding for preventive maintenance on vehicles supporting fixed route and deviated fixed route operated by Recipient. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met. Preventive maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for fixed route and deviated fixed route services operated by Recipient between Sandy, Oregon and Timberline Lodge on Mount Hood, Oregon.

Project award value: \$5,000.

Vehicle Purchase

This project provides funding to add one additional public transportation vehicle to Recipient's

fleet to accommodate increased public demand for transit. Recipient will purchase 1 vehicle as follows: useful life - 5 years or 150,000 miles; approximate length - greater than 22 feet; estimated number of seats - 16; estimated number of ADA securement stations - 2; fuel type - gasoline.

Project award value: \$94,000

3. PROJECT DELIVERABLES and EXPENSE TYPES

Funding may be used for projects to prevent, prepare for, and respond to COVID-19. Although operational expenses are the priority, all expenses normally eligible under the Federal Transit Administration (FTA) Section 5311 Formula Grants to Rural Areas Program incurred on or after January 20, 2020 are considered to be in response to economic or other conditions caused by COVID-19 and thus are eligible under this Agreement.

FTA may elect to waive specific Section 5311 requirements. Expenses covered by such a waiver may be eligible for reimbursement under this grant agreement if otherwise consistent with grant intent and focus.

Operating Expenses

In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. See Chapter III of the FTA Circular 9040.1G (Formula Grants for Rural Areas) for more information on eligible operating expenses.

Recipient, if operating fixed route or deviated fixed route service, is responsible for maintaining accurate public GTFS data for the funded service.

Preventive Maintenance Expenses

In general, preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of an asset in a cost effective manner such as oil changes, engine tune-ups, scheduled or routine maintenance; and associated parts, supplies, and labor. In the context of the COVID-19 public health emergency, preventive maintenance could include, but is not limited to, costs for protective measures to protect the health and safety of employees and passengers, such as cleaning of rolling stock. Personal protective equipment and other preventive measures are eligible as either a maintenance or operating expense, whichever is appropriate.

Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance or repairs on vehicles or components under warranty.

Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan. If local circumstances change, Recipient's maintenance plan must be updated to reflect that change and submitted to State within one year of the change.

Capital Expenses

Capital expenses include the purchase of tangible property with a useful life of more than one year and an acquisition cost of \$5,000 or more. This includes equipment; signs; shelters; communications devices; radios; wheelchair lifts and restraints; computer software and hardware; and safety and security equipment.

Associated services, permits, and permissions needed to put capital items into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections are eligible expenses.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Recipient will subtract revenue from fares, tickets, and passes, either pre-paid or post-paid, from the gross operating expense of service. Fare revenue includes all revenue generated by passenger or freight travel in or through Oregon, less contract ticket and freight agent commissions.

Projects completed under this Agreement will be reimbursed at 100 percent. There is no local match requirement.

If Recipient receives federal funding, directly or indirectly, from insurance proceeds, the Federal Emergency Management Agency (FEMA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or a different federal agency for any portion of a project activity funded under this Agreement, Recipient will provide written notification to State. State will then deduct that amount from this Agreement to reimburse FTA for that federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.

5. REPORTING and INVOICING REQUIREMENTS

Reimbursement requests may be submitted no more frequently than monthly. Grant Funds provided under this Agreement must be expended by the Expiration Date.

Recipient agrees to assess and report, as prescribed by State, the condition of all capital assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.

Copies of invoices for vendor charges must be submitted with reimbursement requests. In-house charges may be documented in a spreadsheet or with copies of timesheets showing time specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed.

Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary approval and amendment by State.

Reimbursement under this Agreement may be denied if Recipient does not maintain compliance with the most up-to-date Oregon Health Authority Guidelines for transit operations. See <https://www.oregon.gov/odot/RPTD/Pages/Coronavirus.aspx> "What are the guidelines for transit agencies operating during the COVID-19 pandemic".

EXHIBIT B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	CFDA Number	Total Federal Funding
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.509 (5311)	\$205,000.00

Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

GENERAL - SUBRECIPIENT.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous

"claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide Workers' Compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the Recipient's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the 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. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: H3S/SSD Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

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

Name of Funding Opportunity: FY20-21 5311 Needs-Based CARES Act Funds
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Kristina Babcock
Requestor Contact Information: 971-349-0481 kbabcock@clackamas.us
Department Fiscal Representative: Jennifer Snook
Program Name or Number (please specify): 5353
Brief Description of Project:

Formula grant from Oregon Dept. of Transportation Rail and Public Transit Division to support COVID related operation expenses for the Mt. Hood Express. Funds may be used to maintain service, lost revenue, COVID related supplies and equipment such as personal protective equipment and for paid administrative leave.

Name of Funding (Granting) Agency: ODOT

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

<https://www.oregon.gov/ODOT/RPTD/Pages/Funding-Opportunities.aspx>

OR

Application Packet Attached: Yes No

Completed By: Kristina Babcock 12/18/2020
Date

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

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

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: N/A
CFDA(s), if applicable: 20.509 (5311)
Announcement Date: 04/22/2020 Announcement/Opportunity #: N/A
Grant Category/Title: 5311 Needs-Based CARES Act Max Award Value: \$205,000
Allows Indirect/Rate: N/A Match Requirement: No match required
Application Deadline: N/A Other Deadlines: _____
Grant Start Date: Upon signature Other Deadline Description: _____
Grant End Date: 06/30/2021
Completed By: Teresa Christopherson Program Income Requirement: None
Pre-Application Meeting Schedule: N/A

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

Mission/Purpose:

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

These funds will address operating deficits in the Mt Hood Express transportation service by covering costs associated with the COVID crises such as service changes, lost revenue, and additional vehicle needs.

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

There are no other public transit providers in this area.

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

The grant is to support the continuing operations of the Mt Hood Express service and to mitigate the financial impacts of the COVID crises. The funds will allow service to continue over the next year despite loss of revenue. As demand has started to return to normal COVID required social distancing measures means reduced capacity on each bus and the need to deploy more buses on normal routes to accommodate demand.

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

The Mt Hood Express provides public transportation to the communities of the Mt Hood Area, specifically between Sandy, the Hoodland area along Highway 26, Government Camp and Timberline Lodge.

Organizational Capacity:

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

We have adequate staffing for this program.

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

We continue to partner with the City of Sandy around operational aspects of the service. These funds will focus on the financial impact of COVID operations.

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

N/A

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

N/A

Collaboration

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

N/A

Reporting Requirements

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

Quarterly reporting as we do with our current 5311 operations grant, as well as NTD reporting to the FTA

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

We will continue to collect performance data to inform the operations and future of the public transit service.

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

No changes from current reporting for the 5311 operations formula grant.

Fiscal

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

This grant will ensure continued service during this time and will also provide sufficient funds to implement COVID related safety and service measures.

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

N/A

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

N/A

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

N/A

Program Approval:

Teresa Christopherson

12/22/20

Teresa D. Christopherson
Digitally signed by Teresa D. Christopherson
Date: 2020.12.22 08:20:12 -0800

Name (Typed/Printed)

Date

Signature

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

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin	12/22/2020	Brenda Durbin <small>Digitally signed by Brenda Durbin Date: 2020.12.22 09:35:55 -0800</small>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Richard Swift	12/22/2020	Rodney Cook <small>Digitally signed by Rodney Cook Date: 2020.12.22 09:43:31 -0800</small>
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Matt Westbrook	12/22/20	Matt Westbrook <small>Digitally signed by Matt Westbrook Date: 2020.12.22 11:53:37 -0500</small>
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.

April 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Professional Services Agreement with Oregon EMS Specialists LLC, to provide services as Associate Emergency Medical Services (EMS) Medical Directors

Purpose/Outcomes	The Contractor, as the Associate (Deputy) Emergency Medical Services (“EMS”) Director will act as agent to the EMS Medical Director to provide continuous coverage and support medical direction for the County.
Dollar Amount and Fiscal Impact	Contract maximum values are: Oregon EMS Specialists LLC - \$262,185
Funding Source	No County General Funds are involved.
Duration	Effective upon signature and terminates on December 31, 2025
Previous Board Action	No Previous Board Actions
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on February 11, 2021 AN
Procurement Review	1. Was the item processed through Procurement? Yes <input checked="" type="checkbox"/> no <input type="checkbox"/> RFP completed.
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	3686

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of the Personal Services Agreement with Oregon EMS Specialists LLC, to provide services as Associate Emergency Medical Services (EMS) Medical Directors.

The Associate EMS Medical Director leads the medical aspects of emergency medical services and emergency preparedness activities in Clackamas County under the direction of the Clackamas County EMS Medical Director. Responsibilities include the development and modification of clinical protocols, quality improvement processes & performance metrics, along with training, consultation, and clinical advice for first responders in the Clackamas Ambulance Service Area.

This contract is effective upon signature and continues through December 31, 2025.

Procurement Process:

On September 3, 2020, Procurement published a RFP #2020-76 for Associate EMS Medical Director in accordance with LCRB C-047-0260. Proposals were received from eight (8) firms. An evaluation team with representatives from Public Health, AMR, Clackamas County Fire District, Lake Oswego Fire, and CC Disaster Management evaluated the proposals and recommended an award of two (2) contracts to the highest scoring firms. The recommendation to award to two firms was based on the skill and knowledge sufficient to meet the needs of the EMS program needs. The Notice of Intent to Award was issued on January 6, 2021 and no protests were received.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Oregon EMS Specialists LLC Agreements



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



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #3686**

This Personal Services Contract (this “Contract”) is entered into between Oregon EMS Specialists LLC (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Public Health Division of the Health, Housing and Human Services Department.

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 December 31, 2025.
2. **Scope of Work.** Contractor shall provide the following personal services: Associate Emergency Medical Director Services (“Work”), further described in **Exhibit A.**
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Two Hundred Sixty Two Thousand One Hundred Eighty Five Dollars (\$262,185.00), for accomplishing the Work required by this Contract. Consideration rates are on time and materials basis in accordance with the rates and costs specified in Exhibit A. 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. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. 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 invoices shall include the total amount billed to date by Contractor prior to the current invoice. 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 in accordance with ORS 293.462 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 be obligated to 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.

Invoices shall reference the above Contract Number and be submitted to:
PublicHealthFiscalAP@clackamas.us

5. **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: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
6. **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, Exhibit A (Scope of Work), Exhibit B (Additional Federal Terms and Conditions), and Exhibit C (Contractor’s Proposal to RFP#2020-76).

7. Contractor and County Contacts.

Contractor Administrator: John Turner Phone: 503-422-7143 Email: john@oremss.com	County Administrator: Philip Mason-Joyner Phone: 503-742-5956 Email: pmason@clackamas.us
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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 will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted 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. Contractor shall maintain such books and records for a minimum of six (6) 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 FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 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 applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County 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. In no event shall this section be construed as a waiver by the County 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** 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. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

- 8. 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; and (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.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Medical Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** 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. Except for liability arising under or related to Article II, Section 13 or Section 20 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

Contact in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work 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. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. 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) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. 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, Sections 1, 6, 7, 11, 13, 14, 16, 21, 25, 27, 28, and 33 and all other rights and obligations which by their context are intended to survive. 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.
- 15. 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.
- 16. 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, which shall be granted or denied in the County's sole discretion. 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, Sections 1, 7, 8, 13, 16 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.

17. **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.
18. **TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
19. **TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, 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.
20. **REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
21. **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.
22. **TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
23. **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.

- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. 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.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's

possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

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

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

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

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

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. 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.

31. COOPERATIVE CONTRACTING. Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

32. FEDERAL CONTRACTING REQUIREMENTS. County intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to the additional terms and conditions, required by federal law for a federal award, set in **Exhibit B**, attached hereto and incorporated by this reference herein. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.

Contractor shall, as soon as commercially practicable, register itself with the federal System for Award Management (SAM). Information regarding registration with SAM may be found at <https://www.sam.gov>.

33. 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.

Oregon EMS Specialists LLC

Clackamas County


John R. Turner (Feb 16, 2021 20:26 PST)

Feb 16, 2021

Authorized Signature

Date

Tootie Smith, Chair

Date

John R. Turner

Name / Title (Printed)

1638820-96
Oregon Business Registry #

Approved as to Form:

DLLC
Entity Type / State of Formation


County Counsel

Feb 17, 2021

Date

EXHIBIT A SCOPE OF WORK

The Contractor, as the Associate (Deputy) Emergency Medical Services (“EMS”) Director will act as agent to the EMS Medical Director to provide continuous coverage and support medical direction for the County.

Certification. The Contractor is required to meet and maintain the following requirements:

- Must currently have and maintain an Oregon M.D. or D.O. licenses
- **Must be board certified or board eligible in Emergency Medicine and/or Emergency Medical Services**
- Provide current evidence of credentials, curriculum vitae, and continuing medical education activities
- Provide current DEA license for controlled medications
- **Able to qualify as an Oregon EMS physician supervisor (per OAR 847-035-0020)**

General Responsibilities of the Contractor. Contractor shall perform the following duties and responsibilities:

1. Serve as an Associate Emergency Medical Services Medical Director (“EMSMD”), a medical advisor to the County on EMS matters, including emergency preparedness, and acts as agent of the Clackamas County EMSMD.
2. Participate as a member of the Clackamas County Emergency Medical Services Physician Advisory Board (“EPHAB”) and at the Metro Region’s Protocol Development Committee.
3. Work with the Clackamas County Multi-Agency Training group to develop and implement semi-annual system-wide trainings.
4. Assist EMSMD in implementing a county-wide coordinated Quality Improvement Program.
 - The Quality Improvement Program will be integrated to include PSAP handling of medical calls, communications center EMS operations, Emergency Medical and Priority Dispatch, first response agencies, ambulance service providers and other related agencies and programs. Each agency Supervising Physician will be responsible for administering the Quality Improvement Program within each agency and assuring that the agency participates in the countywide program.
5. Participate in design of EMS system evaluations and improvements with relevant stakeholders.
6. Participate regularly in local EMS board meetings, advisory committees, and associated committees.
7. Participate in site visits with agency personnel, including ride-alongs with first responders and transport agencies, and sit-alongs with dispatchers
8. Participate in a rotating schedule to provide 24/7 on-call consultation for responding to urgent or unexpected issues requiring prompt action.
9. Address urgent issues and complaints of an egregious clinical nature in coordination with the County EMS Medical Director in generating an immediate investigation and/or intervention. Complaints of a clinical nature and those that may have clinical components may be referred to the agency Supervising Physician and the EPAB for investigation.
10. Implement protocols for Emergency Medical Dispatch and Priority Dispatch.
11. Provide mutually agreed upon education activities on a quarterly basis, using virtual technology as needed.
12. Assist EMSMD in establishing standards for certification, equipment, standards of care, clinical protocols and patient hand-off procedures for Participating Provider agencies.
13. Assist the County in disaster preparedness and response.

Specific Responsibilities of Assigned Associate EMS Medical Directors

The County may delegate the following responsibilities to Contractor based on expertise, interest, organizational needs, and capacities:

- Serve as lead Medical Director for the public safety answering points (“PSAPs”) located within Clackamas County (Clackamas County Department of Communications (“C-COM”) and City of Lake Oswego Communications (“LOCOM”), which includes:
 - Meeting at least semi-annually with PSAP leadership to develop short and long-term goals
 - Evaluating each emergency medical dispatcher meets Oregon requirements for certification and maintenance of IAED certification and has the knowledge, skills and abilities to perform at the standards determined jointly by County and agency.
 - Evaluating each EMD’s skill performance annually.
 - Reviewing and approving all emergency medical dispatch protocols, providing oversight for quality improvement processes, and case reviews
 - Work in partnership with relevant stakeholders on advancing efforts to achieve accreditation through the International Academy of Emergency Medical Dispatch. Assure that the County’s contracted private ambulance services provider is available to provide technical assistance and additional support.

- Serve as lead for assigned local fire agencies that contract for EMS medical direction services through Clackamas County, which includes:
 - Meeting at least semi-annually with agency leadership to develop short and long-term goals
 - Ensuring EMS providers meet Oregon State requirements for licensure and have the knowledge, skills and abilities to perform at the standards determined jointly by County and agency
 - Evaluating and approving each EMS providers skill performance annually and being available to crews for regular consultations with support from agency’s EMS Training Coordinator
 - Conducting case reviews, oversight of training courses and quality improvement
 - Participate in monthly agency-specific EMS / quality improvement committee meetings
 - Submit agency-specific reports and presentations to senior leadership or boards, upon request
 - Oversight of the maintenance, use, and documentation of all Automatic External Defibrillations (AEDs) provided for use by agency, in accordance with Federal and State regulations.

Annual Review

Contractor shall prepare a performance report of the past year of activities noting accomplishments and challenges as well as a forecast of program goals for the next calendar year. The performance report shall be provided to the County Contract Administrator and then used during an annual assessment meeting between the County and the Contractor. Report is due on or before November 1 of each calendar year.

If the County determines, in its sole discretion, that Contractor is failing to adequately perform the Work, the County may (1) allow Contractor a period of time, as determined by the County, in which to improve performance; (2) terminate the Contract for convenience pursuant to Section Article II, Paragraph 19; or (3) consider the Contract in breach and pursue any right and remedy available to it under the Contract, at law, or in equity

Compensation

Contractor shall be compensated on a fixed monthly retainer in accordance with the below table.

Calendar Year	Monthly Retainer	Insurance Allowance	Training Allowance	Travel Allowance	Annual Not To Exceed
2021	\$ 3,770	\$ 2,000	\$ 2,000	\$ 400	\$ 49,640
2022	\$ 3,883	\$ 2,000	\$ 2,000	\$ 400	\$ 50,997
2023	\$ 4,000	\$ 2,000	\$ 2,000	\$ 400	\$ 52,395
2024	\$ 4,120	\$ 2,000	\$ 2,000	\$ 400	\$ 53,835
2025	\$ 4,243	\$ 2,000	\$ 2,000	\$ 400	\$ 55,318
					\$ 262,185

The County agrees to pay mileage in accordance with the County Contractor Travel Reimbursement Policy in an amount not to exceed \$400 per calendar year of the Contract. The County also agrees to reimburse costs associated with one out-of-state conference or training not to exceed \$2,000 per contract year.

Upon renewal of insurance by the Contractor, the County agrees to reimburse up to \$2,000 for the cost of Medical Professional Liability insurance and tail coverage insurance. Contractor will be required to submit original invoices from insurance brokers as back up documentation of the expense.

Exhibit B
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means Oregon EMS Specialists LLC and "County" means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency ("FEMA"). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a "funding agreement" under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et

seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. 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, an 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.
- B. 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.

- C. 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 and disclose 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.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


John R. Turner (Feb 16, 2021 20:26 PST)

Signature of Contractor's Authorized Official

John R. Turner

Name and Title of Contractor's Authorized Official

Feb 16, 2021

Date

April 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Professional Services Agreement with Northwest Permanente, P.C.
to provide services as Associate Emergency Medical Services (EMS) Medical Directors

Purpose/Outcomes	The Contractor, as the Associate (Deputy) Emergency Medical Services (“EMS”) Director will act as agent to the EMS Medical Director to provide continuous coverage and support medical direction for the County.
Dollar Amount and Fiscal Impact	Contract maximum values are: Northwest Permanente, P.C. - \$264,097
Funding Source	No County General Funds are involved.
Duration	Effective upon signature and terminates on December 31, 2025
Previous Board Action	No Previous Board Actions
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on February 11, 2021 AN
Procurement Review	1. Was the item processed through Procurement? Yes <input checked="" type="checkbox"/> no <input type="checkbox"/> RFP completed.
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	3684

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of the Personal Services Agreement with Northwest Permanente, P.C. to provide services as Associate Emergency Medical Services (EMS) Medical Director.

The Associate EMS Medical Director leads the medical aspects of emergency medical services and emergency preparedness activities in Clackamas County under the direction of the Clackamas County EMS Medical Director. Responsibilities include the development and modification of clinical protocols, quality improvement processes & performance metrics, along with training, consultation, and clinical advice for first responders in the Clackamas Ambulance Service Area.

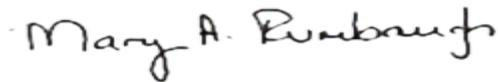
This contract is effective upon signature and continues through December 31, 2025.

Procurement Process:

On September 3, 2020, Procurement published a RFP #2020-76 for Associate EMS Medical Director in accordance with LCRB C-047-0260. Proposals were received from eight (8) firms. An evaluation team with representatives from Public Health, AMR, Clackamas County Fire District, Lake Oswego Fire, and CC Disaster Management evaluated the proposals and recommended an award of two (2) contracts to the highest scoring firms. The recommendation to award to two firms was based on the skill and knowledge sufficient to meet the needs of the EMS program needs. The Notice of Intent to Award was issued on January 6, 2021 and no protests were received.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Northwest Permanente, P.C. Agreement.

A handwritten signature in black ink that reads "Mary A. Rumbaut". The signature is written in a cursive style.

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



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #3684**

This Personal Services Contract (this “Contract”) is entered into between Northwest Permanente, P.C. (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Public Health Division of the Health, Housing and Human Services Department.

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 December 31, 2025.
- 2. Scope of Work.** Contractor shall provide the following personal services: Associate Emergency Medical Director Services (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Two Hundred Sixty Four Thousand Ninety Seven Dollars (\$264,097.00), for accomplishing the Work required by this Contract. Consideration rates are on time and materials basis in accordance with the rates and costs specified in Exhibit A. 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. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. 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 invoices shall include the total amount billed to date by Contractor prior to the current invoice. 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 in accordance with ORS 293.462 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 be obligated to 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.

Invoices shall reference the above Contract Number and be submitted to:
PublicHealthFiscalAP@clackamas.us

- 5. 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: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. 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, Exhibit A (Scope of Work), Exhibit B (Additional Federal Terms and Conditions), and Exhibit C (Contractor’s Proposal to RFP#2020-76).

7. Contractor and County Contacts.

Contractor Administrator: Phone: Email:	County Administrator: Philip Mason-Joyner Phone: 503-742-5956 Email: pmason@clackamas.us
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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 will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted 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. Contractor shall maintain such books and records for a minimum of six (6) 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 FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 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 applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County 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. In no event shall this section be construed as a waiver by the County 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** 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. However,

neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

- 8. 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; and (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.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Medical Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** 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. Except for liability arising under or related to Article II, Section 13 or Section 20 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 Contact in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work 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. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. 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) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. 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, Sections 1, 6, 7, 11, 13, 14, 16, 21, 25, 27, 28, and 33 and all other rights and obligations which by their context are intended to survive. 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.
- 15. 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.
- 16. 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, which shall be granted or denied in the County's sole discretion. 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, Sections 1, 7, 8, 13, 16 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.

17. **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.
18. **TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
19. **TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, 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.
20. **REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
21. **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.
22. **TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
23. **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.
24. **FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to

remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

- 25. 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.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as “Personal Information” is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County (“Confidential Information”). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County’s request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable

injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

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

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

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

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

- 29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 30. 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.

31. COOPERATIVE CONTRACTING. Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

32. FEDERAL CONTRACTING REQUIREMENTS. County intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to the additional terms and conditions, required by federal law for a federal award, set in **Exhibit B**, attached hereto and incorporated by this reference herein. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.

Contractor shall, as soon as commercially practicable, register itself with the federal System for Award Management (SAM). Information regarding registration with SAM may be found at <https://www.sam.gov>.

33. 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.

Northwest Permanente, P.C.

Clackamas County

3.15.2021

Molly Burns Herrmann

Authorized Signature

Date

Tootie Smith, Board Chair

Date

Molly B Herrmann, VP/CLO

Name / Title (Printed)

Approved as to Form:

125117-13

Oregon Business Registry #

County Counsel

Date

DPC

Entity Type / State of Formation

EXHIBIT A SCOPE OF WORK

The Contractor, as the Associate (Deputy) Emergency Medical Services (“EMS”) Director will act as agent to the EMS Medical Director to provide continuous coverage and support medical direction for the County.

Certification. The Contractor is required to meet and maintain the following requirements:

- Must currently have and maintain an Oregon M.D. or D.O. licenses
- **Must be board certified or board eligible in Emergency Medicine and/or Emergency Medical Services**
- Provide current evidence of credentials, curriculum vitae, and continuing medical education activities
- Provide current DEA license for controlled medications
- **Able to qualify as an Oregon EMS physician supervisor (per OAR 847-035-0020)**

General Responsibilities of the Contractor. Contractor shall perform the following duties and responsibilities:

1. Serve as an Associate Emergency Medical Services Medical Director (“EMSMD”), a medical advisor to the County on EMS matters, including emergency preparedness, and acts as agent of the Clackamas County EMSMD.
2. Participate as a member of the Clackamas County Emergency Medical Services Physician Advisory Board (“EPHAB”) and at the Metro Region’s Protocol Development Committee.
3. Work with the Clackamas County Multi-Agency Training group to develop and implement semi-annual system-wide trainings.
4. Assist EMSMD in implementing a county-wide coordinated Quality Improvement Program.
 - The Quality Improvement Program will be integrated to include PSAP handling of medical calls, communications center EMS operations, Emergency Medical and Priority Dispatch, first response agencies, ambulance service providers and other related agencies and programs. Each agency Supervising Physician will be responsible for administering the Quality Improvement Program within each agency and assuring that the agency participates in the countywide program.
5. Participate in design of EMS system evaluations and improvements with relevant stakeholders.
6. Participate regularly in local EMS board meetings, advisory committees, and associated committees.
7. Participate in site visits with agency personnel, including ride-alongs with first responders and transport agencies, and sit-alongs with dispatchers
8. Participate in a rotating schedule to provide 24/7 on-call consultation for responding to urgent or unexpected issues requiring prompt action.
9. Address urgent issues and complaints of an egregious clinical nature in coordination with the County EMS Medical Director in generating an immediate investigation and/or intervention. Complaints of a clinical nature and those that may have clinical components may be referred to the agency Supervising Physician and the EPAB for investigation.
10. Implement protocols for Emergency Medical Dispatch and Priority Dispatch.
11. Provide mutually agreed upon education activities on a quarterly basis, using virtual technology as needed.
12. Assist EMSMD in establishing standards for certification, equipment, standards of care, clinical protocols and patient hand-off procedures for Participating Provider agencies.
13. Assist the County in disaster preparedness and response.

Specific Responsibilities of Assigned Associate EMS Medical Directors

The County may delegate the following responsibilities to Contractor based on expertise, interest, organizational needs, and capacities:

- Serve as lead Medical Director for the public safety answering points (“PSAPs”) located within Clackamas County (Clackamas County Department of Communications (“C-COM”) and City of Lake Oswego Communications (“LOCOM”), which includes:
 - Meeting at least semi-annually with PSAP leadership to develop short and long-term goals
 - Evaluating each emergency medical dispatcher meets Oregon requirements for certification and maintenance of IAED certification and has the knowledge, skills and abilities to perform at the standards determined jointly by County and agency.
 - Evaluating each EMD’s skill performance annually.
 - Reviewing and approving all emergency medical dispatch protocols, providing oversight for quality improvement processes, and case reviews
 - Work in partnership with relevant stakeholders on advancing efforts to achieve accreditation through the International Academy of Emergency Medical Dispatch. Assure that the County’s contracted private ambulance services provider is available to provide technical assistance and additional support.

- Serve as lead for assigned local fire agencies that contract for EMS medical direction services through Clackamas County, which includes:
 - Meeting at least semi-annually with agency leadership to develop short and long-term goals
 - Ensuring EMS providers meet Oregon State requirements for licensure and have the knowledge, skills and abilities to perform at the standards determined jointly by County and agency
 - Evaluating and approving each EMS providers skill performance annually and being available to crews for regular consultations with support from agency’s EMS Training Coordinator
 - Conducting case reviews, oversight of training courses and quality improvement
 - Participate in monthly agency-specific EMS / quality improvement committee meetings
 - Submit agency-specific reports and presentations to senior leadership or boards, upon request
 - Oversight of the maintenance, use, and documentation of all Automatic External Defibrillations (AEDs) provided for use by agency, in accordance with Federal and State regulations.

Annual Review

Contractor shall prepare a performance report of the past year of activities noting accomplishments and challenges as well as a forecast of program goals for the next calendar year. The performance report shall be provided to the County Contract Administrator and then used during an annual assessment meeting between the County and the Contractor. Report is due on or before November 1 of each calendar year.

If the County determines, in its sole discretion, that Contractor is failing to adequately perform the Work, the County may (1) allow Contractor a period of time, as determined by the County, in which to improve performance; (2) terminate the Contract for convenience pursuant to Section Article II, Paragraph 19; or (3) consider the Contract in breach and pursue any right and remedy available to it under the Contract, at law, or in equity

Compensation

Contractor shall be compensated on a fixed monthly retainer in accordance with the below table.

Calendar Year	Monthly Retainer	Insurance Allowance	Training Allowance	Travel Allowance	Annual Not To Exceed
2021	\$ 3,800	\$ 2,000	\$ 2,000	\$ 400	\$ 50,000
2022	\$ 3,914	\$ 2,000	\$ 2,000	\$ 400	\$ 51,368
2023	\$ 4,031	\$ 2,000	\$ 2,000	\$ 400	\$ 52,777
2024	\$ 4,152	\$ 2,000	\$ 2,000	\$ 400	\$ 54,228
2025	\$ 4,277	\$ 2,000	\$ 2,000	\$ 400	\$ 55,723
					\$ 264,097

The County agrees to pay mileage in accordance with the County Contractor Travel Reimbursement Policy in an amount not to exceed \$400 per calendar year of the Contract. The County also agrees to reimburse costs associated with one out-of-state conference or training not to exceed \$2,000 per contract year.

Upon renewal of insurance by the Contractor, the County agrees to reimburse up to \$2,000 for the cost of Medical Professional Liability insurance and tail coverage insurance. Contractor will be required to submit original invoices from insurance brokers as back up documentation of the expense.

Exhibit B
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means Northwest Permanente, P.C., and "County" means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency ("FEMA"). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a "funding agreement" under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et

seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. 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, an 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.
- B. 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.

- C. 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 and disclose 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.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Molly B Herrmann, VP/CLO

Name and Title of Contractor's Authorized Official

Date



DAN JOHNSON
DIRECTOR

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

April 22, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of First Amendment to an Intergovernmental Agreement between Clackamas County and the City of Beaverton for Provisions of Permit Processing and Building Inspection/Plan Review (BI/PR) Services

Purpose/Outcomes	To adopt the first Amendment to an existing intergovernmental agreement (IGA) with the City of Beaverton to provide staffing assistance to the Department of Transportation and Development's (DTD) Building Codes Division (BCD).
Dollar Amount and Fiscal Impact	Under this IGA Clackamas County's BCD coordinates with the City of Beaverton to utilize the services of a fully trained and certified City employee. The County's BCD pays a rate of \$44.82 per hour (\$49.73 per hour for overtime) for work performed by City of Beaverton staff. This arrangement is more economical than using BCD's existing third parties contracts, and the total dollar amount will be based upon the hours worked during the timeframe of the Agreement.
Funding Source	The Building Codes Division will support this IGA with funds that are the result of fees for service (permitting and plans review fees). No unrestricted (general funds) are used for this contract. These funds are accounted for in the approved FY20-21 budget and the proposed FY21-22 budget.
Duration	The Amendment to the existing IGA will be effective upon signature by the Board, and will extend the existing IGA an additional six months.
Previous Board Action	This item was presented to the Board at Issues on April 13, 2021. The original IGA was approved by the Board at the August 20, 2020 Business Meeting.
Strategic Plan Alignment	<p>1. <i>How does this item align with your Department's Strategic Business Plan goals?</i></p> <p>The Land Use and Permitting line of business' purpose is to provide the community with comprehensive plan review, permitting, and inspection services. With the continued impacts of COVID-19, including the requirement to perform all our</p>

	<p>services online, we have seen increased complexity in our work coupled with continued high volume of construction activity. By using this IGA we will be able to continue to employ the assistance of fully trained and certified staff.</p> <p>2. <i>How does this item align with the County's Performance Clackamas goals?</i></p> <p>While not specifically outlined in the Board's Priorities, it is a Performance Clackamas goal to support growing a vibrant economy and build a strong infrastructure. Each year the Land Use and Permitting line of business adds 6.7 million square feet of constructed improvements to the community, which is valued at \$675,000,000. Adding staffing assistance to the Building Codes Division will help meet this goal.</p>
County Counsel Review	This IGA Amendment was reviewed and approved by County Counsel on April 6, 2021. NB
Procurement Review	<p>1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/></p> <p>2. If no, provide brief explanation: This item is an Intergovernmental Agreement.</p>
Contact Person	Elizabeth Bunga, Deputy Building Codes Administrator (503) 742-4744

BACKGROUND:

With the onset of COVID-19, and Governor Kate Brown issuing the *Stay Home Save Lives* order (with the Clackamas County Board of Commissioners also declaring an emergency), construction was deemed an essential service, which required the Department of Transportation and Development's (DTD) Development Services to remain open for business during the pandemic. In response to this requirement, in early April 2020, Clackamas County implemented new permitting protocols which allow customers to submit building permit applications digitally, and enables our plans examiners to review digital plans remotely. This new system has made it possible for the Building Codes Division to continue working throughout the pandemic, while keeping staff safe and the construction industry moving forward with their projects.

With the creation of this new electronic permitting and review system, and the high number of permit applications and reviews we are experiencing, we have seen a large increase in the workload for our permitting (permit technicians and specialists) and plans examiner teams. In August 2020 the County entered into an IGA with the City of Beaverton to provide these two work groups with additional staffing resources.

The IGA allows the City of Beaverton to assist the County by providing a fully trained and certified employee to perform permitting and plans review work assigned by the County's Building Codes Division. City staff remain an employee of the City of Beaverton, under their supervision and receiving all compensations from the City. The County assigns, directs, and reviews the work, with the City employee working either from home or in County offices.

Since creation of the IGA we have continued to see a large increase in work for our permitting (permit technicians and specialists) and plans examiner teams. Additionally, DTD and the Building

Codes Division are implementing new permitting and plans review software (Avolve products OAS and ProjectDox). In order to provide adequate resources for our teams to attend trainings, test the new products, and provide exceptional customer service to the public, we continue to need staffing assistance. We also have staff on approved medical leaves which requires additional coverage.

For all of these reasons we are seeking to amend the Intergovernmental Agreement (IGA) with the City of Beaverton to extend the existing IGA for an additional six months.

This Amendment does not adjust the original financial terms of the Agreement. The IGA established that the County pays \$44.82 per hour (\$49.73 per hour for overtime) for work performed by City of Beaverton staff. This arrangement is more economical than using BCD's existing third parties contracts, which use private contractors to perform similar tasks.

Using this IGA will not impact current staff's available work or overtime opportunities, and will support existing staff as they experience increased workloads and customer demands for service. In accordance with Article 23 of the current 2019-2020 DTD AFSCME bargaining agreement, a 20 calendar day notice of contracting work was provided to the Union on January 22, 2021.

RECOMMENDATION:

Staff respectfully recommends approval of the First Amendment to Intergovernmental Agreement for Provisions of Permit Processing and Building Inspection/Plan Review (BI/PR) Services with the City of Beaverton.

Respectfully submitted,

Elizabeth Bunga, Deputy Building Codes Administrator
Department of Transportation and Development

Attachments:

1. First Amendment to Intergovernmental Agreement for Provisions of Permit Processing and Building Inspection/Plan Review (BI/PR) Services.
2. Intergovernmental Agreement for Provisions of Permit Processing and Building Inspection/Plan Review (BI/PR) Services.

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR PROVISIONS OF PERMIT PROCESSING AND
BUILDING INSPECTION/PLAN REVIEW (BI/PR) SERVICES**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR PROVISIONS OF PERMIT PROCESSING AND BUILDING INSPECTION/PLAN REVIEW (BI/PR) SERVICES (“Amendment”) is entered into effective as of _____, 2021, between **CLACKAMAS COUNTY**, a corporate body politic (“County”), and the **CITY OF BEAVERTON**, an Oregon municipal corporation (“City”).

RECITALS

A. County and City are parties to that certain Intergovernmental Agreement for provisions of permit processing and building inspection and plan review services dated effective as of August 20, 2020, (the “IGA”).

B. The parties desire to modify the IGA 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. **Amendment to Section 2. Section 2 of the IGA which reads:**

The Originating Party shall make available its Shared Employee to the Borrowing Party for purposes of providing Permit Processing and/or BI/PR services. The Shared Employee shall be available to the Borrowing Party no later than September 8, 2020. The Parties agree that the Shared Employee shall be available to the Borrowing Party for a minimum of 40 hours per week, and for a term of 6 months (the “Employee Term”). The Parties agree that the Shared Employee possesses the ~~minimum~~ qualifications given the tasks described herein. During the Employee Term, the Shared Employee shall not perform any services on behalf of the Originating Party unless agreed to in writing in advance by the building official of the Borrowing Party.

Is hereby deleted in its entirety and is replaced with the following:

The Originating Party shall make available its Shared Employee to the Borrowing Party for purposes of providing Permit Processing and/or BI/PR services. The Shared Employee shall be available to the Borrowing Party no later than September 8, 2020. The Parties agree that the Shared Employee shall be available to the Borrowing Party for a minimum of 40 hours per week, and for a term of one (1) year (the “Employee Term”). The Parties agree that the Shared Employee possesses the ~~minimum~~ qualifications given the tasks described herein. During the Employee Term, the Shared Employee shall not perform any services on behalf of the Originating Party unless agreed to in writing in advance by the building official of the Borrowing Party.

2. **Amendment to Section 3. Section 3 of the IGA which reads:**

The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Shared Employee's Term and final payment by the Borrowing Party, or one (1) year following the date all required signatures are obtained, whichever is sooner.

Is hereby deleted in its entirety and is replaced with the following:

The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Employee Term and final payment by the Borrowing Party, or eighteen (18) months following the date all required signatures are obtained, whichever is sooner.

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 IGA is hereby amended and modified in accordance with the terms of this Amendment. Except as expressly modified by this Amendment, the IGA and all its terms and provisions are hereby acknowledged, approved, ratified and confirmed and shall be and remain in full force and effect.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first written above.

CLACKAMAS COUNTY

By: _____

Name: _____

Its: Chair, Board of County Commissioners

CITY OF BEAVERTON

By: _____ *LACEY BEATY* _____

Name: _____ LACEY BEATY _____

Its: _____ Mayor _____

Intergovernmental Agreement for Provisions of
Permit Processing and Building Inspection/Plan Review (BI/PR) Services

This Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Beaverton, an Oregon municipal corporation (the “City”), and Clackamas County, a political subdivision of the State of Oregon (the “County”), (each a “Party” or collectively the “Parties”).

RECITALS

- A. ORS 190.010 authorizes and allows the Parties to this Agreement to perform the functions and activities that another Party to this Agreement has authority to perform.
- B. Each of the Parties has staff that provides Permit Processing and BI/PR services, as defined below, for their respective jurisdictions.
- C. With the fluctuations in development and construction activity in Oregon, primarily due to the effects of the COVID-19 disease, the Parties have experienced variations in demand for Permit Processing and BI/PR services over the course of the last few months; and the Parties believe it will be more cost effective and will better serve the public to share experienced staff of another jurisdiction rather than independently hiring additional staff, or terminating existing staff in response to permit revenue shortfalls.

AGREEMENT

Now, therefore, based on the foregoing, the Parties agree as follows:

1. Definitions. As used herein, the following words and phrases mean:
 - 1.1. "Borrowing Party" is the County, which is requesting and obtaining staff assistance from the City pursuant to the terms of this Agreement.
 - 1.2. "Building Inspection/Plan Review Services" (BI/PR) are services related to the issuance of permits under the provisions of ORS Chapters 197. 215, 227 or 455.
 - 1.3. "Originating Party" is the City, which is loaning one of its employees to the County for staff assistance related to Permit Processing and BI/PR services.
 - 1.4. "Permit Processing" are services related to staff, who under general supervision, provide information to the public about State of Oregon adopted codes, rules and laws governing construction of buildings and facilities, site and septic systems, permit applications, inspection processes and procedures, siting of manufactured dwellings, and disposal, grading or erosion control regulations; and check submitted plan review packages for completeness and compliance.
 - 1.5. "Reimbursement Costs" are those charges related to a Shared Employee as set forth in Section 4 of this Agreement. The charges shall be set out as an hourly rate for Permit Processing and BI/PR services described herein. Reimbursement Costs include overtime costs identified in

Section 4 of this Agreement.

- 1.6. "Shared Employee" refers to an employee of the Originating Party whose services are being loaned to the Borrowing Party under this Agreement.
2. Shared Employee. The Originating Party shall make available its Shared Employee to the Borrowing Party for purposes of providing Permit Processing and/or BI/PR services. The Shared Employee shall be available to the Borrowing Party no later than September 8, 2020. The Parties agree that the Shared Employee shall be available to the Borrowing Party for a minimum of 40 hours per week, and for a term of 6 months (the "Employee Term"). The Parties agree that the Shared Employee possesses the minimum qualifications given the tasks described herein. During the Employee Term, the Shared Employee shall not perform any services on behalf of the Originating Party unless agreed to in writing in advance by the building official of the Borrowing Party.
3. Duration. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Shared Employee's Term and final payment by the Borrowing Party, or one (1) year following the date all required signatures are obtained, whichever is sooner.
4. Payment for Use of Shared Employee. Services performed on behalf of the Borrowing Party shall be calculated hourly for the Shared Employee. The hourly rate of the Shared Employee shall be \$44.82/hr. If the Shared Employee works overtime, the overtime rate of the Shared Employee shall be \$49.73/hr.
5. Accounting for Shared Employee. The Shared Employee shall provide to the Originating Party an accounting of hours spent performing Permit Processing and BI/PR services for the Borrowing Party. The Originating Party shall then send to the Borrowing Party an invoice of the Reimbursement Costs of the Shared Employee each month. This information shall be provided within 30-days of the end of each calendar month and may be provided via US mail, e-mail or fax. The Borrowing Party shall pay all Reimbursement Costs within 30-days of receipt of the accounting described in this paragraph. The Borrowing Party shall be responsible for all Reimbursement Costs, which includes overtime costs, if applicable, but shall not be responsible for payment related to leave hours that the Shared Employee has accrued under his employment agreement with the Originating Party, and which the Shared Employee uses during the Shared Employee's Term. Furthermore, the Borrowing Party shall not be responsible for payment related to any time by the Shared Employee spent performing services on behalf of the Originating Party.
6. Status of Shared Employee. A Shared Employee shall:
 - 6.1. Account for the actual number of hours in service to the Borrowing Party;
 - 6.2. Remain an employee of the Originating Party continuing to be paid and receiving employee benefits therefrom without entitlement or claim to any salary, compensation or other benefits from the Borrowing Party;
 - 6.3. Continue working the number of hours specified in his or her contract of employment with the Originating Party while loaned to a Borrowing Party, unless the Originating Party, Borrowing Party and the Shared Employee agree otherwise;
 - 6.4. Administer the building code and the adopted building policies of the Borrowing Party. The Borrowing Party may direct the activities of the Shared Employee when the Shared Employee is providing the services as agreed to by the Parties under the IGA, but the Borrowing Party

understands and agrees that the Shared Employee remains subject to the overall direction and control of the Originating Party.

7. Obligations of Borrowing Party. If the Shared Employee does not meet the needs or is otherwise not satisfactory to Borrowing Party, Borrowing Party's sole recourse shall be the return of Shared Employee to Originating Party. The Borrowing Party shall provide a written explanation to the Originating Party for the return of the Shared Employee. Borrowing Party shall provide the Shared Employee with all materials necessary to perform the Permit Processing and BI/PR services.

In addition to its other obligations set out elsewhere in this Agreement, the Borrowing Party shall be responsible for provision of hardware and other technology necessary for performance of the Permit Processing and BI/PR services by the Shared Employee. If the Shared Employee requires a vehicle to perform the work assigned by the Borrowing Party for the day, the Borrowing Party shall provide an official motor vehicle for that purpose.

Borrowing Party may provide periodic feedback to Originating Party about the performance of services that the Shared Employee provides. The Originating Party retains overall supervision and control over the Shared Employee, including all issues relating to personnel actions and discipline. Borrowing Party acknowledges and agrees that the Originating Party's employee handbook applies to the work performed for the Borrowing Party

8. Obligations of Originating Party. The Originating Party is responsible for determining the location of the Shared Employee's workspace during the Employee Term. Except in cases where the Shared Employee is ill and not able to perform the Permit Processing and BI/PR services, the Originating Party must give the Borrowing Party no less than 2 weeks' notice prior to any day that the Shared Employee has requested leave and will not be available to perform the Permit Processing and BI/PR services for the Borrowing Party.
9. Consent of Shared Employee. The Originating Party represents that the Shared Employee has reviewed the terms of this Agreement and acknowledges and agrees to perform the duties described herein, and agrees to administer the building code and the adopted policies of the Borrowing Party, and to defer to the direction of the building official of the Borrowing Party on matters relating to permitting, the BI/PR services and the issuance of permits.
10. Records. Borrowing Party is responsible for maintaining and retaining the records created by the Shared Employee consistent with its public records policy and retention schedule.
11. General Provisions.
- 11.1 Compliance with Laws. Every party shall comply with all applicable federal, state and local laws, including those related to discrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability and all applicable laws and regulations regarding the handling and expenditure of public funds.
- 11.2 Oregon Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon without giving effect to the conflicts of laws provisions thereof.
- 11.3 Time is of the Essence. Time is of the essence in the performance of this Agreement.
- ~~11.4 System Access. The Borrowing Party agrees to provide the Originating Party access to the~~

Borrowing Party's permitting system.

- 11.5 Default. A Party shall be deemed in default if it fails to comply with any provision of this Agreement. The non-defaulting party shall provide the defaulting party written notice of the default and an explanation thereof and allow the defaulting party thirty (30) days within which to cure.
- 11.6 Indemnification. Subject to the Oregon Tort Claims Act and Oregon Constitution, the Originating Party hereby agrees to indemnify, defend and hold harmless the Borrowing Party (including their elected officials, officers, employees and agents) from and against all claims, demands and causes of actions and suits of any kind or nature made by a third party for personal injury, death or damage to property arising out of the service(s) performed by the Originating Party, its elected officials, officers, employees (including the Shared Employee) and agents pursuant to the terms of this Agreement. Each Party shall give the other Party to this Agreement notice of any claim made or case filed that relates to this Agreement or services performed hereunder.
- Subject to the Oregon Tort Claims Act and Oregon Constitution, the Borrowing Party hereby agrees to indemnify, defend and hold harmless the Originating Party (including their elected officials, officers, employees and agents) from and against all claims, demands and causes of actions and suits of any kind or nature made by a third party for personal injury, death or damage to property arising out of the service(s) performed by the Borrowing Party its elected officials, officers, employees and agents pursuant to the terms of this Agreement. Each Party shall give the other Party to this Agreement notice of any claim made or case filed that relates to this Agreement or services performed hereunder.
- 11.7 Insurance. Each Party agrees to maintain liability and workers compensation insurance in accordance with statutory requirements at levels necessary to protect against liabilities allowed by law. Originating Party shall maintain workers compensation coverage for the Shared Employee loaned under this Agreement.
- 11.8 Modification. This Agreement may be amended in writing as may be mutually agreed to between the Parties.
- 11.9 Dispute Resolution. The Parties shall first attempt to informally resolve any dispute concerning this Agreement. A neutral party may be used to facilitate those negotiation in the event of an impasse.
- 11.10 Enforcement. Subject to the provisions in section 10.9, any Party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement.
- 11.11 Excused Performance. In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, pandemics, acts of God, governmental restrictions imposed or mandated by governmental entities other than the Parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control of the Party to be excused. For purposes of this Agreement, the current COVID-19 pandemic does not qualify as a Force Majeure event subject to this subsection, except where pandemic conditions substantially worsen, or additional government regulations are imposed, that renders performance of this Agreement impossible, or materially

and demonstrably delays performance beyond that which was reasonably foreseeable by the nonperforming party in light of the COVID-19 pandemic existing as of the Effective Date of this Agreement.

11.12 Termination. A Party may terminate its participation in this Agreement, with or without cause and at any time, by providing thirty (30) days written notice to the other Party to this Agreement.

11.13 Severability. If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

11.14 Entire Agreement. This Agreement is the entire agreement of the Parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

12. Contact Persons. Communications about this Agreement and any notice sent under its terms shall be sent by and to the following contact persons for the Parties:

<u>Jurisdiction</u>	<u>Contact Person</u>	<u>Address</u>
City of Beaverton	Kimberlee McArthur	12725 SW Millikan Way; 4th Floor
Clackamas County	Matt Rozzell	150 Beaver creek Rd

12. Appropriations Clause. The obligations of the Parties are subject to appropriations by their governing bodies. This Agreement is subject to the debt limitations in Oregon Constitution, Article XI, section 10 and any debt limitations contained in a city charter.

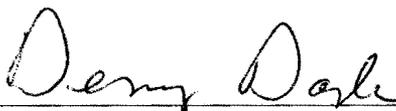
IN WITNESS WHEREOF, the Parties have caused to be signed in their behalf to make and enter into this Agreement this 20th day of August, 2020.

CLACKAMAS COUNTY

By 
Chair, Board of County Commissioners

Date August 20, 2020

CITY OF BEAVERTON

By 
Denny Doyle, Mayor

Date 8/7/2020

Approved as to Form:

By Grace Wong
City Attorney

Date 8/7/2020



DAN JOHNSON
DIRECTOR

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

April 22, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
City of Happy Valley for the
Pleasant Valley Villages Phases 2-13 Planned Unit Development

Purpose/Outcomes	This agreement is intended to defend, indemnify and hold the County harmless for any liability arising from the City's actions or omissions in the course of fulfilling conditions #'s 65-80 in the attached Land Use Decision Final Conditions for Approval for the Pleasant Valley Villages Phases 2-13 Planned Unit Development.
Dollar Amount and Fiscal Impact	There is no financial impact associated with this agreement.
Funding Source	No funding source required.
Duration	Into perpetuity.
Previous Board Action	4/13/21 Discussion item at issues
Strategic Plan Alignment	1. This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of "Travelers on Clackamas County roads will experience safe roads in good condition." 2. This item aligns with "Build a Strong Infrastructure" and "Ensure safe, healthy and secure communities" by constructing roadways, bicycle lanes, and sidewalks.
Procurement Review	1. Was this item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no 2. If no, provide a brief explanation: The agreement is not related to Procurement of goods and services.
Counsel Review	Reviewed Date: 04/05/21; NB
Contact Person	Sharan LaDuca, Sr. Right of Way Agent 503-742-4675

Background:

The City of Happy Valley approved the 898-lot Pleasant Valley Villages PUD located west of SE 172nd Avenue, east of SE 162nd Avenue, north of Tristin Avenue and approximately 2,100 feet south of Hemrich Road. Conditions of approval issued by Clackamas County DTD include various improvements along the SE 172nd Ave frontage and construction of a two-lane roundabout at the intersection of SE 172nd Avenue and Scouters Mountain Road. The City has partnered with the developer, Pleasant Valley Development, LLC, to acquire the needed right of way and construct the Roundabout. The Roundabout right of way is being acquired in the name of the County from 7 property owners and requires acceptance from the County Road Official. The DTD Right of Way

staff has identified various outstanding mineral rights and gas pipeline encumbrances on the right of way to be granted to the County. County Counsel has drafted the attached Defense, Indemnity, and Hold Harmless Agreement to address these concerns and the City has signed the agreement.

In exchange for the County accepting the right of way acquired by the City related to the conditions 65-80 in the attached decision, the City agrees to defend, indemnify, and hold the County harmless for any liability arising from the City's actions or omissions in the course of fulfilling these conditions.

Recommendation:

Staff respectfully recommends that the Board of County Commissioners approve and sign the attached DEFENSE, INDEMNITY, AND HOLD HARMLESS AGREEMENT with the City of Happy Valley.

Sincerely,

Sharan LaDuca

Sharan LaDuca,
Sr. Right of Way Agent

DEFENSE, INDEMNITY, AND HOLD HARMLESS AGREEMENT

THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“County”), a political subdivision of the State of Oregon, and the City of Happy Valley (“City”), an Oregon municipal corporation, collectively referred to as the “Parties” and each a “Party.”

RECITALS

Whereas, the City has approved multiple land use applications that will result in an 898-lot planned unit development commonly known as “Pleasant Valley Villages Phases 2-13”. The decision approving these applications is attached hereto as Exhibit “A”.

Whereas, conditions of approval #65-80 in the attached decision relate to improvements on roads under the jurisdiction of the County (the “County Conditions”).

Whereas, the County Conditions contemplate that the City will participate in the development of the right of way improvements in ways that include, but are not necessarily limited to, the acquisition of right of way.

Whereas, in exchange for the County accepting the right of way acquired by the City related to the projects set forth in the County Conditions, the Parties agree that the City should fully defend, indemnify, and hold harmless the County for any liability arising from the City’s actions or omissions in the course of fulfilling the County Conditions.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution.
2. **Property Acceptance.** The County hereby agrees to accept right of way obtained by the City in the course of fulfilling the County Conditions within 45 days of the City’s request. The County reserves the right to object to the configuration of, or the condition of title of any property obtained by the City and to be transferred to the County. Any objection raised by the County must be reasonable under the circumstances. In the event the County raises an objection pursuant to this section, the City and the County shall attempt to resolve any potential dispute as quickly as possible. Unless specifically waived in writing, the County’s acceptance of any right of way does not waive any of the protections granted in favor of the County set forth in Section 3 of this Agreement.
3. **Hold Harmless.** Subject to the limitations under the Oregon Tort Claims Act and other applicable provisions of law, the City shall fully defend, indemnify, and hold harmless the County, its officers, commissioners, agents and employees from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, damage, equitable relief, and all expenses incidental to the investigation and defense thereof), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, the City’s actions or omissions in the course of fulfilling the County Conditions, except to the extent caused by the County’s negligence or intentional acts or omissions. The damage and injury contemplated by this section specifically include any action that impairs the ability of the public to travel on, or the

County to repair, maintain or replace, the as-constructed right of way improvements contemplated by the County Conditions. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Clackamas County for all legal fees, expenses, and costs incurred by it.

Notwithstanding the above, neither City nor any attorney engaged by City shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall City settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

4. **Representations.** City represents and warrants to County that City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.

County represents and warrants to City that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.

5. **General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County 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. City, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not

preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** City shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. City shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, City shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- H. **No Third-Party Beneficiary.** City and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- I. **Subcontract and Assignment.** City shall not assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County’s sole discretion. County’s consent shall not relieve City of any of its duties or obligations under this Agreement.
- J. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- K. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

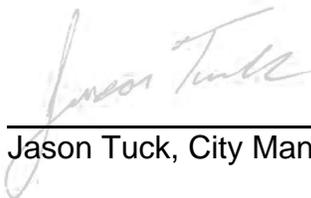
- L. **Time is of the Essence.** City agrees that time is of the essence in the performance this Agreement.
- M. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- N. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

City of Happy Valley

Chair, Board of County Commissioners



Jason Tuck, City Manager

3/22/21

Date

Date

Exhibit A

(Entire copy of City Land Use Decision dated December 21, 2016)

Mayor
Honorable Lori DeRemer



City Manager
Jason A. Tuck, ICMA-CM

December 21, 2016

File No. MP-02-16/CPA-11-16/CPA-17-16/LDC-15-16/PUD-04-16/ERP-16-16/ERP-17-16/ERP-18-16
("Pleasant Valley Villages – Phases 2-13")

NOTICE OF DECISION

This is official notice of action taken by the City of Happy Valley City Council at a public hearing held on December 6, 2016, with regard to an application by Pleasant Valley Development, LLC for a Master Plan, Comprehensive Plan/Zoning Map Amendments, a Transportation System Plan Amendment, an 898-lot Planned Unit Development, and three Environmental Review Permits (File No. MP-02-16/CPA-11-16/CPA-17-16/LDC-15-16/PUD-04-16/ERP-16-16/ERP-17-16/ERP-18-16) on ten Lots of Record. The subject property is located west of 172nd Avenue, east of 162nd Avenue, north of Tristin Avenue and approximately 2,100 feet south of Hemrich Road, and can be further described as Clackamas County Assessor Map Nos. 13E31B: Tax Lots 1300 and 1700; 13E31C: Tax Lots 101, 2000, 5800, 6201 and 6202; 23E06BA: Tax Lot 100; and 23E06BB: Tax Lots 100 and 200.

At the public hearing, the City Council voted to approve "Pleasant Valley Villages Phases 2-13" and adopt the findings found within the December 6, 2016 staff report to the City Council. The Council's actions were based upon their review of submitted information, public testimony, and deliberations of the Council. Copies of the original Staff Report for File No. MP-02-16/CPA-11-16/CPA-17-16/LDC-15-16/PUD-04-16/ERP-16-16/ERP-17-16/ERP-18-16 are available upon request.

Persons with standing may appeal this decision to the Oregon Land Use Board of Appeals ("LUBA") not later than 21 days after the city mails this Notice of Decision. All appeals must comply with ORS 197.830 and LUBA's rules at OAR Chapter 660, division 10. An appeal filed later than 21 days within the mailing of this Notice of Decision is subject to dismissal.

A handwritten signature in black ink, appearing to read 'M. Cynkar', is positioned above a horizontal line.

Michael Cynkar
Associate Planner

cc: Monty Hurley, AKS Engineering
Chris Goodell, AKS Engineering
Michael Robinson, Perkins Coie, LLP
Pleasant Valley Development, LLC
Participants of Record

16000 SE Misty Drive, Happy Valley, Oregon 97086-4288
Telephone: (503) 783-3800 Fax: (503) 658-5174
happyvalleyor.gov

Final Conditions of Approval for the “Pleasant Valley Villages – Phases 2-13” PUD

File Number: MP-02-16/CPA-11-16/CPA-17-16/LDC-15-16/PUD-04-16/ERP-16-16/ERP-17-16/ERP-18-16

Administration

1. That the City shall amend the Comprehensive Plan Map/Zoning Map for the subject site to reflect a MUR-S and SFA comprehensive plan/zoning designation, as shown on Exhibit B-6.
2. That the City shall amend the EHVCP for a portion of the subject site to reflect an SFA comprehensive plan/zoning designation, as shown on Exhibit B-7.
3. That the City shall amend the TSP and EHVCP, as shown on Exhibit B-7 and B-8 to: add a Collector Facility south of Hagen Road; change the designation of 162nd Avenue (between Monner Road and Hagen Road) from a Collector Facility to a Neighborhood Facility; change the designation of Hagen Road (between 162nd Avenue and the aforementioned added Collector Facility south of Hagen Road) from a Local Facility to a Neighborhood Facility; add a planned Collector Facility (between Scouters Mountain Road and the Scouters Mountain Elementary School property); and remove a Collector Facility (between the intersection of 162nd Avenue and Hagen Road and the Scouters Mountain Elementary School property).
4. That all future development shall be consistent with the approved development Master Plan with preliminary plans dated September 15, 2016 and these Conditions of Approval. Any additional development or significant changes to the development identified in the Master Plan shall require supplemental long-range traffic analysis demonstrating compliance with the Transportation Planning Rule.
5. That per Section 16.65.070 of the City’s LDC, prior to final plat approval of any phase of the proposed development and within two years after the date of approval of the preliminary master plan approval, the applicant or the applicant’s successor shall prepare and file with the City a final master plan, in conformance with Section 16.65.080. The City may, upon written request by the applicant and payment of the required fee, grant a one-year written extension of the approval period subject to compliance with Section 16.65.070. C of the City’s LDC.
6. That the property owner shall file a final plat pursuant to ORS 92.050 and shall conform to all provisions contained therein. The recorded plat shall be in substantial conformance with the approved preliminary plat and bear the signature of the City’s Economic and Community Development Director. Two recorded copies of the Plat shall be submitted to the City as verification of recordation prior to the issuance of any building permit (with the exception of a building permit for model homes allowed under Section 16.44.030 of the City’s LDC).
7. That this approval will expire two years from the issuance of the Notice of Decision. The applicant may apply for a maximum of three, one-year time extensions, pursuant to Section 16.63.040.D of the most current revision of the City’s LDC. The actual construction time period (i.e., for required public improvements, utilities, streets) for any phase of the proposed development shall not be more than seven years (in regard to each phase) without reapplying for preliminary plat approval pursuant to Section 16.63.040.E of the most current revision of the City’s LDC.

8. That prior to final plat approval, area computations in square feet for all building lots must be prepared and submitted by an engineer or surveyor registered in the State of Oregon.

Happy Valley Engineering Division

General Items

9. That all submitted project construction plans shall conform to the City's "Engineering Design and Standard Details Manual" (Design Manual) for design and drafting requirements.
10. That the project shall be subject to the City's latest "Public Improvement Guarantee" form which requires a financial security based upon the engineer's estimate and a 25 percent two-year maintenance bond upon completion and acceptance of the improvements.
11. That construction plans shall show all adjacent subdivision names, lot lines and tax lot lines with the tax map and tax lot number noted on each.
12. That construction plan review shall be subject to these conditions of approval.
13. That prior to the scheduling of the Pre-Construction meeting, issuance of a Notice to Proceed, or beginning any site work, the applicant shall submit all applicable bonds, have paid all applicable fees, and have service provider letters for both Stormwater and Sanitary Sewer services from CCSD #1 and the SWA.
14. That full-time inspection by the developer's engineer shall be required for all street and storm drainage construction.
15. That a sign shall be posted conspicuously at the job site entrance prior to site construction, and shall be maintained throughout construction, using two-inch high black letters on an orange background. The sign shall read as follows:

"SITE CONSTRUCTION SHALL BE LIMITED TO 7:00 AM TO 6:00 PM ON WEEKDAYS, AND 8:00 AM TO 5:00 PM ON SATURDAYS AND SUNDAYS.

HOWEVER, SITE CLEARING, EARTH MOVING, INSTALLATION OR CONSTRUCTION OF UNDERGROUND UTILITIES, PAVING OF STREETS AND SIDEWALKS, FOUNDATION FRAMING AND POURING, AND STRUCTURAL FRAMING SHALL BE ENTIRELY PROHIBITED ON SUNDAYS.

TO REPORT VIOLATIONS CALL 503-783-3800."

The City Manager or Director of Community Services may allow longer, or require shorter, work hours depending on site-specific conditions. Holidays will be considered as Sundays.

Grading and Erosion Sediment Control

16. That the developer's engineer shall provide a site-specific drainage plan to temporarily collect, route, and treat surface water and ground water during each construction phase. The construction plans shall specifically identify how the storm drainage system and erosion sediment control (ESC) measures will be phased during construction, such that at any time during construction the approved plans shall be capable of providing full erosion and sediment control collection, routing, and treatment of storm water runoff and ground water.

No site construction will be allowed to take place if the storm drainage system and ESC measures are not installed per plan and functioning properly.

17. That the developer's engineer shall provide plans and documentation, including specific design and construction recommendations from the geotechnical engineer, for the review and approval of the City Engineer demonstrating compliance with the Geotechnical Report dated July 8, 2016, from GeoPacific Engineering, Inc.
18. That the total disturbed area for this project exceeds one acre, therefore an NPDES 1200-C permit from DEQ will be required. The applicant shall follow the latest requirements from DEQ for NPDES 1200-C permit submittals. A copy of the approved and signed permit shall be provided to the City prior to holding a pre-construction meeting or commencing any construction activity.
19. That vegetative cover shall be maintained on slopes or established through new plantings for stability and erosion control purposes. Vegetation shall not be stripped from any steeply sloped area that are not manmade except for construction of utilities, streets, pedestrian facilities, and retaining walls.
20. That the Erosion Sediment Control Plan shall include a plan to implement and maintain wet weather measures within 14 days of the final grading and between the dates of October 1st and April 30th. If the site is to be treated with cement or lime during the wet weather season, a pH monitoring plan shall be submitted to the City for approval prior to beginning this work.
21. That all grading activity shall be per the current City of Happy Valley Municipal Code. The developer shall submit a completed Site Development Permit and Engineering Erosion Control Permit to the City prior to beginning any grading work on site.
22. That lot grading, tree preservation and tree removal in open space tracts shall be in accordance with Section 16.42.050.E.2 of the City's LDC.
23. That due to the anticipated Very Highly Expansive soils and areas of undocumented fill, geotechnical inspection will be required throughout the lot grading and construction of the public improvements. The construction plans shall show the areas where the Very Highly Expansive soils and undocumented fill are located and shall provide the geotechnical engineer's recommendations for removal and/or remediation within the public right-of-way and in building foundation areas. The construction plans shall be reviewed and approved by the geotechnical engineer prior to construction plan approval.
24. That the grading limits around protected trees shall be fenced using the standard four-foot tall orange plastic construction fencing in addition to the required erosion sediment control fences. All fencing, ESC measures and construction gravel entrances shall be installed and maintained by the developer and inspected by the City of Happy Valley prior to beginning work on the site.
25. That for retaining walls greater than four feet in height, a professional engineer or geotechnical engineer registered in the State of Oregon shall provide stamped design calculations and detail drawings required for the retaining wall construction. The retaining wall detail drawings shall include at a minimum; wall profile, wall cross section at highest point of wall, wall reinforcing geotextile requirements, wall drainage system, and wall backfill requirements. Retaining walls shall be compliant in all respects with Section 16.42.060.D and Section 16.50.100 of the City's LDC.

26. That fencing shall be placed along any retaining wall that is taller than 30 inches in height.
27. That all construction trucks shall perform transfer of trailers on-site. Public streets shall not be used as a staging area for dump trucks with transfer trailers.

Street/Pedestrian System

28. That street design plans shall conform to the requirements delineated in the City's Design Manual, current revision, and the City's TSP, current revision. Specific street design elements shall be in accordance with Chapter Three of the Design Manual. The referenced documents are available on the City's website.
29. That all required public improvements shall be constructed, inspected, and accepted in accordance with Section 16.63.080.B.2 of the City's LDC prior to final plat approval.
30. That no building permits shall be submitted to the City for review until the plat has been recorded, the City, County, and Water District have accepted all improvements, individual 8 ½ x 11-inch "as-built" record drawings for each lot showing storm and sanitary lateral locations with two distance ties to their ends for future locations are received and approved by all applicable agencies, and the performance/maintenance bonds for each jurisdiction is in place, the City has accepted the project as complete and a Building Permit Release Letter has been issued.
31. That all current ADA requirements for streets and intersections shall be met.
32. That maintenance of the retaining walls in open space tracts and across multiple lots shall be covered by the development CC&R's. Walls across multiple lots shall be encumbered by a wall easement for maintenance purposes.
33. That proposed stub streets shall be designed and constructed to the development property lines, unless construction of said street will require a construction easement from the adjacent property owner. A fee in lieu of construction shall be paid if the street cannot be constructed to the development property line.
34. That the following facilities shall be built to the City's three-lane Collector Facility standard with a 69-foot wide right-of-way, 48-foot wide paved section, four-and-a-half-foot wide landscape planter and five-foot wide sidewalk:
 - a. Troge Road between existing 172nd Avenue and new Pleasant Valley Parkway;
 - b. Pleasant Valley Parkway between existing 162nd Avenue and the intersection with Scouters Mountain Road;
 - c. Scouters Mountain Road between new 162nd Avenue and 172nd Avenue;
 - d. 162nd Avenue between Scouters Mountain Road and the north property line of the development; and,
 - e. 168th Avenue between previously approved Phase 1 and the south property line of the development.
35. That internal public streets shall be built to the Local Facility cross section per the City's TSP. Parking will be limited to one side of the street along the 28-foot wide paved sections, and the street shall be signed and marked accordingly.

36. That the intersection of Trillium Creek Avenue and Wy'East Way will be redesigned with as a Local Facility with an "eyebrow" radius and private street serving Lots 760-763 as illustrated in Exhibit 12 .
37. That the access to Lot 590 from Ardenwald Park Terrace shall align with Trillium Creek Avenue with no offset in accordance with the City's Design Manual.
38. That all alleyways shall be constructed to meet City standards for a Private Alleyway (22 foot right of way). The alleyways shall include pavement, drainage, and utility easements. All alleyways shall provide public access easements for non-motorized travel.
39. That the private street proposed to connect Sweet Creek Place to the Scouters Mountain Elementary School site be constructed to City standards for a private street.
40. That minimum AASHTO sight distance requirements shall be met at all street intersections and driveways. AASHTO requires sight distance to be measured at a point 14.4 feet from the edge of the traveled way with a driver's eye height of three and one-half feet and an object height of three and one-half feet. An exhibit shall be submitted to the City Engineering Manager demonstrating that sight distance requirements are met in the following locations:
 - a. Along the west side of Lot 338 on Majestic Falls Avenue;
 - b. Along the south side of Lots 198-200 on Shimmering Leaf Street;
 - c. Along the north side of Lot 350 and 818 on Three Sisters Mountain Way;
 - d. Along the west side of Lot 380 on Bridal Veil Falls Place;
 - e. Along the north side of Lot 718 on Pacific Crest Trail Place;
 - f. Along the north side of Tract V on Bridal Veil Falls Place;
 - g. Along the southeast side of Tract U on Punch Bowl Falls Avenue;
 - h. Along the west side of Lot 476 on Horsetail Falls Way;
 - i. Along the southeast side of Tract AA on Smith Rock Street;
 - j. Along the north side of Tract AB on Pacific Crest Trail Place;
 - k. Along the south side of Lot 404 on Pacific Crest Trail Place; and,
 - l. Along the north side of Lot 649 on Pacific Crest Trail Place.
41. That end-of-street markers shall be placed at the end of any stubbed street as shown in City Standard Drawing No. 310 and No. 315.
42. That the applicant shall provide a signing and striping plan as part of the construction plan set, prepared by a registered engineer. The applicant shall be responsible for the installation of all signing and striping as indicated on the plans.

Miscellaneous

43. That demolition permits from the Building Division will be required for the removal of any structures.
44. That plumbing permits will be required for private utilities installed in private access easements through a separate submittal to the City's Building Division.
45. That the Developer shall provide to the City a signed copy of the U.S. Postal Service's "*Mode of Delivery Agreement*". Submittal of this agreement shall be required prior to a pre-construction meeting taking place.

46. That dust shall be controlled within the development during construction and shall not be permitted to drift onto adjacent properties.
47. That noise shall be kept at the minimum level possible during construction. The developer shall agree to aggressively ensure that all vehicles working on the development shall have adequate and fully functioning sound suppression devices installed and maintained at all times.
48. That all construction sites shall be maintained in a clean and sanitary condition at all times. Construction debris, including food and drink waste, shall be restricted from leaving the construction site through the use of proper disposal containers or construction fencing enclosures. Failure to comply with this condition may result in a "Stop Work" order until deficiencies have been corrected to the satisfaction of the City.
49. That submittal to the City of all required performance bonds, insurance certificates, engineer's agreements, set-aside account letters and/or sureties shall occur prior to establishing a pre-construction meeting date. Review and acceptance by the City Recorder of these instruments shall be required prior to establishing a pre-construction meeting date.
50. That a construction plan deposit shall be paid with the first submittal of the construction plans for each phase of the project. The deposit amount is based upon the number of lots and the Engineering Division Fee Schedule can be found on the City website. All remaining engineering plan review and inspection fees, right-of-way permit fees (if any) and tree cutting permit fees (if any), shall be paid at the time of the pre-construction meeting.

Happy Valley Traffic Engineer (DKS Associates)

51. That the final design of the intersection of 162nd Avenue and Pleasant Valley Parkway shall include a horizontal curve as shown on the site plan, or a "mini" roundabout, subject to compliance with current Clackamas County Roadway Standards. If the proposed intersection cannot be designed to meet the Roadway Standards, and/or there is insufficient right-of-way to construct a "mini" roundabout, the applicant shall submit a revised design of said intersection to be constructed as a "tee" including a free-flowing northbound right turn lane from 162nd Avenue to Pleasant Valley Parkway and stop control for all other movements. The revised design (if necessary) shall maintain, at a minimum, all right-of-way dedication shown in the current site plan. Final design shall be subject to review and approval by the City's Engineering Manager and Clackamas County DTD. If jurisdiction of this portion of 162nd Avenue is transferred from Clackamas County to the City of Happy Valley, this intersection shall be designed to City standards, or as otherwise modified by the City's Engineering Manager.
52. That the applicant shall coordinate with Multnomah County to determine the appropriate proportionate share contribution for planned improvements at 172nd Avenue/Foster Road, in accordance with the Kittelson & Associates September 2016 Pleasant Valley Villages Phases 2-13 Transportation Impact Study.
53. That the Hagen Road intersection at Pleasant Valley Parkway shall be constructed to include a curb extension for sidewalks on the west leg of the intersection that limit the paved cross-section to 24 feet as illustrated in Exhibit 11.
54. That the applicant shall provide a detailed Neighborhood Traffic Management Plan for Pleasant Valley Villages Phases 2-13 to include strategies on 162nd Avenue north of Pleasant

Valley Parkway and Hagen Road west of Pleasant Valley Parkway addressing potential neighborhood circulation issues related to the proposed development.

55. That if planned improvements at 145th Avenue/King Road, as required in the Notice of Decision for City File No. CPA-07-15/PUD-02-15/ERP-06-15/ERP-08-15 (Condition of Approval Number 48), have not already been constructed or otherwise satisfied (i.e. fee-in-lieu or other mechanism) by other developments at the time a Building Permit Release Letter for any phase of this project, the applicant shall coordinate with City of Happy Valley to determine the appropriate proportionate share contribution for improvements at the intersection. Any proportionate share paid for by this development shall reduce the obligation of CPA-07-15/PUD-02-15/ERP-06-15/ERP-08-15.
56. That the site plan shall be revised to include a pedestrian connection between Mist Layer Loop and Bridal Veil Falls Place or between Mist Layer Loop and Pleasant Valley Parkway between Lots 658 and 659 and through the east end of the proposed Neighborhood Park.
57. That the site plan shall be revised to include an extension of Majestic Falls Avenue to the south end of the subject site .
58. That the site plan shall be revised to indicate driveway locations for multi-family housing sites 513 and 590. Driveway locations shall be approved by the City Engineering Manager prior to final site plan approval.
59. That an emergency vehicle access gate shall be constructed on the north side of Mt. Talbert Avenue at the Scouters Mountain Road intersection. The access gate shall prohibit public motor vehicles and allow for emergency vehicle, pedestrian, and bicycle access. Final design shall be subject to review and approval by CFD #1.
60. That the site plan shall be revised to relocate the eastern segment of Ardenwald Park Terrace to the north to align the south side of the right-of-way to the southern property line of Tax Lot 1400.
61. That a paved, minimum 14-foot wide easement with minimum 10-foot wide paved section multi-use regional trail shall be constructed through the project site in accordance with the MSSM Trail Loop Mater Plan and Map, including the issuance of applicable Parks System Development Charge (PSDC) credits. Trail design shall be coordinated with staff from the NCPRD and Metro and approved by the City's Engineering Manager. The final trail design shall all include the following:
 - a. A revised site plan to include consistent multi-use trail facilities and crosswalks at trail crossings on Pleasant Valley Parkway and Majestic Falls Avenue. Consistent 10-foot hard surface trail connections shall be provided in the site plan (i.e., 5-foot sidewalks adjacent to local streets should not be considered substitutes for trail connections on Majestic Falls Avenue and Pleasant Valley Parkway);
 - b. Signing west of Majestic Falls Avenue to identify the temporary lack of a through connection in the regional trail system; and,
 - c. A proposed design for enhanced mid-block crosswalks at trail crossings on Pleasant Valley Parkway and Majestic Falls Avenue. Pleasant Valley Parkway crosswalk shall be located to connect regional trail between Tract X and Tract O (at current trail location through Tract X) and shall include striped crosswalk, ramps, and pedestrian island. Trail crossing at Pleasant Valley Parkway should contain similar design elements to trail-crossings located on 152nd Drive north of Frye Street. Majestic Falls Avenue crosswalk shall be located to provide a direct street crossing between trail

segments on opposite side of the street and should include speed bumps. Trail crossing at Majestic Falls Avenue should contain similar design elements to trail-crossings located on Francesca Lane north of Frye Street. Trail crossing segments shall be constructed in accordance with City of Happy Valley standards. All trail design elements shall be coordinated with staff from North Clackamas Parks & Recreation District and Metro and approved by the City Engineering Manager.

62. That the pedestrian path along the exterior of the development property and in between lots shall be a six-foot wide hard surfaced path in accordance with City Standard Drawing No. 400. The width of the pathway may be narrowed to four feet in specific areas to avoid tree removal, landscaping and other features. Pedestrian paths that do not provide a direct connection to the MSSM trail may be soft surface in areas of the site that are subject to Chapter 16.34 of the City's LDC.
63. That the site plan shall be revised to show additional six-foot wide hard surfaced pedestrian paths to be constructed at the following locations:
 - a. Between Scouters Mountain Road and Trillium Creek Drive (between lot 598 and 599);
 - b. Between Scouters Mountain Road and Hagen Road (between lot 507 and 508);
 - c. Between the multi-use trail and Bridal Veil Falls Place (south of lot 465);
 - d. Between the multi-use trail and Pacific Crest Trail Place (between lots 1,007 and 1,008);
 - e. Between Pleasant Valley Parkway and Silver Creek Falls Drive (near site lots 316/317 and 329/328);
 - f. Between Punch Bowl Falls Avenue and Horse Tail Falls Way (near Tract AE and lot 640);
 - g. Between Pleasant Valley Parkway and Sunshower Place (adjacent to lots 270 and 290 – may replace current paths shown in site plan near lots 267 and 292);
 - h. Between Snow Blanket Terrace and Sunshower Place (east of lot 152 and between lots 169 and 170); and,
 - i. Between the Tract O sidewalk and Mist Layer Loop (near lot 658).
64. That stop signs shall be placed, in accordance with City of Happy Valley standards, at all local street approaches to collectors, the Troge Road approaches to Pleasant Valley Road, on the Pleasant Valley Parkway approaches to Scouters Mountain Road, on the 162nd Avenue approach to Scouters Mountain Road, and on the Hagen Road approaches to Pleasant Valley Parkway. All stop sign locations, including at local street/local street intersections, shall be approved by the City's Engineering Manager prior to final site plan approval.

Clackamas County DTD

65. That all frontage improvements in, or adjacent to Clackamas County right-of-way, shall be compliant with *Clackamas County Roadway Standards* (the "Roadway Standards").
66. That the applicant shall grant an eight-foot wide public utility easement adjacent to the public right-of-way along the entire site frontages of 172nd Avenue, Hagen Road and 162nd Avenue.
67. That the applicant shall dedicate approximately 22.5-feet of additional right-of-way width along the entire site frontage of 172nd Avenue as necessary to accommodate the public improvements, based on the 172nd Plan alignment and shall verify by survey that there is a

52.5-foot wide one-half right-of-way width. The right-of-way dedication between Hagen Road and Scouters Mountain Road shall to be sufficient to accommodate a two-lane roundabout, including curb, landscape strip, raised cycle track and sidewalk. The applicant shall coordinate with Clackamas County and City of Happy Valley Engineering Manager to determine the final design of 172nd Avenue.

68. That the Applicant shall construct a two-lane roundabout, prior to the Building Permit Release Letter for Phase 4, at the intersection of 172nd Avenue and Scouters Mountain Road, in accordance with the 172nd Plan, subject to review and approval by Clackamas County DTD and the City's Engineering Manager. The design shall include a horizontal and vertical profile for 172nd Avenue, based on the 172nd Plan alignment, from the roundabout to the northerly extent of Phase 1 improvements. The plans shall show the conceptual design of the curb, landscape strip, raised cycle track and sidewalk as it transitions in front of the Hagen Road right-of-way. If additional right-of-way is needed for the roundabout, the City shall obtain possession of the additional right of way, including any necessary construction and utility easements. Following acquisition of the additional right of way, or if no additional right of way is needed, the Applicant shall construct the roundabout. The Applicant is responsible for the cost of constructing the roundabout, including the cost to the City of acquiring any additional right of way but excluding the City's survey and legal costs to acquire the additional right of way. The Applicant's costs are subject to (c), below:
 - a. The roundabout center island shall include signage identifying the Pleasant Valley Villages neighborhood, landscaping and art (the "improvements"), but the improvements shall not impair pedestrian or vehicle sight distance. The roundabout center island and improvements within the center island shall be maintained by the Pleasant Valley Villages Homeowners Association (the "HOA") and this requirement shall be included in the HOA's conditions, covenants and restrictions;
 - b. The City agrees to provide maximum allowed credits under the City/County Joint Transportation District, subject to the Joint Capital Improvement Plan Ordinance and System Development Charge ("SDC") Methodology Report or the current Ordinance and Methodology in place at the time of application for TSDC credits for the cost of constructing the roundabout and any needed additional right of way; and,
 - c. If the City fails to obtain possession all needed additional right of way, the Applicant shall construct a traffic signal and crosswalks at the 172nd Avenue and Scouters Mountain Drive intersection, consistent with the Roadway Standards, and the applicant shall pay a fee-in-lieu to the City for the aforementioned roundabout improvements.

69. That the applicant shall design and construct improvements along the entire site frontage of 172nd Avenue in accordance with the 172nd Plan and the Roadway Standards. These improvements shall consist of:
 - a. Up to a 30.5-foot wide half-street improvement for a major arterial roadway. Structural section for 172nd Avenue improvements shall consist of seven and one-half inches of asphalt concrete per Standard Drawing C100 of the Roadway Standards;
 - b. Standard curb, or curb and gutter if curblin slope is less than one percent, and pavement with the face of the new curb located approximately 30.5-feet from right-of-way centerline;
 - c. Adjacent to the curb, an eight-foot wide landscape strip, including street trees shall be constructed along the entire site frontage;

- d. A six-foot wide physically-separated bicycle facility shall be constructed behind the landscape strip and adjacent to the sidewalk. Said facility shall be concrete, constructed per Standard Drawing S960 with a six-inch thickness. Subject to final approval by Clackamas County DTD, there shall be delineation between the cycle track and sidewalk, which may include striping, tactile warning and/or concrete color;
- e. A minimum seven-foot wide unobstructed sidewalk shall be constructed along the entire site frontage, per Standard Drawing S960 with a six-inch thickness. A sidewalk connection shall be provided to the sidewalk on Hagen Road. Where sidewalk does not connect to sidewalk on adjacent property, the end of the sidewalk shall include a temporary asphalt ramp, providing a transition from the new sidewalk to the edge of the pavement. The ramp shall meet ADA guidelines and shall be a minimum of two inches in thickness;
- f. Inbound and outbound tapers shall be provided per Section 250.6.4 of the Roadway Standards;
- g. Adjacent to any lane transitions on the east or west side of 172nd Avenue, a minimum four-foot wide shoulder shall be provided. Where curb is proposed, the shoulder shall be paved between the curb and travel lane;
- h. A striping plan shall be provided for an interim three-lane section with 11-foot wide travel lanes and 13-foot wide turn lane;
- i. The Hagen Road intersection with 172nd Avenue shall be closed at the time that Scouters Mountain Road is constructed from 162nd Avenue to 172nd Avenue. A sidewalk connection shall be provided between the Hagen Road and 172nd Avenue. The closure shall include a cul-de-sac consistent with Standard Drawing C300. The design shall demonstrate compatibility with the future frontage road adjacent to the westerly side of 172nd Avenue. Or, an Alternative Horizontal Curve for Very Low Volume Local Roads may be used, per Standard Drawing C400 or other alternative acceptable to Clackamas County DTD, if adequate turnaround area is provided until the frontage road to the south is constructed. The turnaround area shall accommodate service and delivery vehicles. The final design for the reconstructed intersection cul-de-sac (or Alternative Horizontal Curve) shall be coordinated with Clackamas County DTD, CFD #1 and the City's Engineering Manager;
- j. Curb ramps shall be constructed per Standard Drawing S910; and,
- k. Drainage facilities shall be in conformance with CCSD #1 regulations and Chapter 4 of the Roadway Standards.

70. That the applicant shall design and construct improvements for the westerly leg of Troge Road at the intersection with 172nd Avenue. These improvements shall consist of:

- a. The road improvements shall be stubbed to the existing 172nd Avenue right-of-way line. The design shall include a horizontal and vertical profile for 172nd Avenue, including the future bridge, based on the Corridor Plan alignment, extending from the roundabout to the northerly extent of Phase 1 improvements. The plans shall demonstrate that the alignment of the Troge Road street stub will tie into the future 172nd Avenue improvements;
- b. The roadway shall align with centerline Troge Road on the east side of 172nd Avenue, consistent with the 172nd Plan; and,
- c. A gated emergency access shall be provided at the terminus of Troge Road, subject to final approval by Clackamas County DTD, the City's Engineering Manager and CFD #1. The access gate shall be paved and shall prohibit public motor vehicles and provide emergency vehicle, pedestrian and bicycle access.

71. That a fee-in-lieu shall be paid to the City for the one half-street improvement of the 172nd Avenue site frontage that cannot be constructed due to lack of public right-of-way, based on the realignment of 172nd Avenue per the 172nd Plan. The fee shall be 125 percent of the approved engineer's estimate of the cost of design and construction, less the amount of TSDC credits received for the eligible portions of the required improvements.
72. That a proportionate share contribution shall be paid to the City for planned improvements at 172nd Avenue and Troge Road at the time a Building Permit Release Letter for any final platted phase of the project in accordance with the Kittelson & Associates September 2016 Pleasant Valley Villages Phases 2-13 Transportation Impact Study. Said fee shall be based on through trips on 172nd Avenue, and an engineer's estimate of the bridge project, as approved by Clackamas County DTD.
73. That the applicant shall design and construct improvements along the entire site frontage of 162nd Avenue, and as shown on the site plan. These improvements shall consist of:
 - a. A minimum paved half-width of 25 feet from the centerline of the right-of-way to the curb, with a structural section per Standard Drawing C100 for a Collector Roadway;
 - b. Standard curb, or curb and gutter, if curblin slope is less than one percent;
 - c. A five-foot wide unobstructed sidewalk shall be constructed along the entire site frontage;
 - d. Where the sidewalk does not connect to sidewalk on adjacent property, the end of the sidewalk shall require the construction of a temporary asphalt ramp, adjacent to the end of the sidewalk, providing a transition from the new sidewalk to the edge of pavement. The ramp shall meet ADA guidelines and shall be a minimum of two inches in thickness;
 - e. A five-foot wide landscape strip between the curb and sidewalk, including street trees;
 - f. Appropriate off-site pavement tapers shall be provided, in accordance with Section 250.6.4 of the County's Roadway Standards;
 - g. Off-site widening on 162nd Avenue between the two sections of frontage, and the section to the north of Pleasant Valley Parkway shall be constructed as shown on the preliminary plans;
 - h. An access restriction shall be applied to lots with frontage on 162nd Avenue; and,
 - i. Drainage facilities in conformance with CCSD #1 requirements, and Chapter 4 of the County's Roadway Standards.
74. That the applicant shall design and construct improvements along the entire site frontage of Hagen Road east of Pleasant Valley Parkway. The roadway shall be constructed to the City's standard for a Neighborhood Facility so long as said standards meet or exceed the following County standards of:
 - a. A minimum paved width of 16 feet from the centerline of the right-of-way to the curb shall be provided, with a structural section per Standard Drawing C100 for a local roadway. Standard curb shall be provided, or curb and gutter if curblin slope is less than one percent;
 - b. A five-foot wide unobstructed sidewalk shall be constructed along the entire site frontage;
 - c. Where the sidewalk does not connect to sidewalk on adjacent property, the end of the sidewalk shall require the construction of a temporary asphalt ramp, adjacent to the end of the sidewalk, providing a transition from the new sidewalk to the edge of

- pavement. The ramp shall meet ADA guidelines and shall be a minimum of two inches in thickness;
- d. A five-foot wide landscape strip between the curb and sidewalk, including street trees;
 - e. An appropriate off-site pavement taper shall be provided to the north, in accordance with County Roadway Standards Section 250.6.4; and,
 - f. Drainage facilities in conformance with WES requirements and County Roadway Standards (Chapter 4).
75. That adequate intersection sight distance, per Section 240 of the County Roadway Standards, shall be provided at all intersections with Clackamas County facilities.
76. That any surface water runoff from the site to the 172nd Avenue, 162nd Avenue and Hagen Road rights-of-way shall be detained outside of the right-of-way in conformance with the County Roadway Standards.
77. That the applicant shall submit an Engineer's cost estimate to be approved by Clackamas County DTD for the asphalt concrete, aggregates, and any other required public improvement in the Clackamas County right-of-way.
78. That prior to commencement of site work and recording of the plat, the applicant shall obtain a Development Permit from the Clackamas County DTD, Engineering Division for design and construction of required improvements to 172nd Avenue, 162nd Avenue and Hagen Road. To obtain the Permit, the applicant shall submit plans prepared and stamped by an Engineer registered in the State of Oregon, provide a Performance Guarantee, and pay an Inspection Fee. The Performance Guarantee is 125 percent of the approved Engineer's cost estimate for the required improvements.
79. That prior to commencement of utility work within the right-of-way, a Utility Placement Permit shall be obtained from the Clackamas County DTD, Engineering Division.
80. That prior to commencement of any work, including grading, and prior to issuance of the Development and Utility Placement permits, the contractor shall provide a traffic control plan for review and approval from Clackamas County DTD, Engineering Division, provide a certificate of liability insurance that names the County as additionally insured and obtain separate "Street Opening Permits" for utility installations within the Clackamas County right-of-way. The applicant shall obtain these permits from the Engineering Division prior to the issuance of the Development Permit.

CCSD #1

General Items

81. That this development shall annex to CCSD #1 prior to connection to the sanitary sewer system.
82. That all costs associated with the design, construction and testing of the sanitary sewer or storm system, including onsite improvements, offsite improvements and easements, shall be provided by, and at the sole expense of the applicant or successors.
83. That the proposed development shall be designed and constructed in accordance with CCSD #1 Sanitary Sewer and Stormwater Management (SWM) Rules and Regulations, and

Standards (RR&S). Any minor or major modification or deviation from the approved construction plans shall be submitted for review and approval by CCSD #1.

84. That the developer is required to install sanitary sewer and storm water conveyance facilities to the limits of the development to facilitate future development of surrounding properties.
85. That CCSD #1 shall review and initially approve the sanitary plans, SWM Plans, and reports prior to the construction plans being officially approved at a pre-construction meeting.
86. That the developer/applicant shall provide the necessary public and/or private sanitary and/or stormwater easements as determined by CCSD #1 in accordance with the RR&S.
87. That final sanitary sewer and stormwater facility testing, video inspection, as-builts and service connection drawings shall be submitted in accordance with the RR&S prior to final acceptance of the public facilities by CCSD #1.

Sanitary

88. That a collection sewer charge shall be required for the benefit of connecting to the existing sanitary sewer line that was constructed with the Rock Creek Interceptor based upon the cost of an eight-inch sanitary sewer line. This charge shall be paid prior to final plat approval of any applicable phase.
89. That the applicant/developer shall submit complete civil-engineered plans for sanitary sewer design, stamped by a licensed Civil Engineer, to CCSD #1 for review and approval. At any time, CCSD #1 may require other licensed professionals to submit plans and/or reports as deemed necessary to assure integrity of the proposed public/private infrastructure. This development is also subject to a plan review fee for sanitary sewer, due at the time of first submittal for plan review.
90. That the developer must provide minimum 15-foot wide sanitary sewer easements where necessary as determined by CCSD #1. Easements for storm and sanitary in a combined area are a minimum of 20 feet wide.
91. That gravity sanitary sewer service connection laterals (four-inch PVC) shall be provided to a point approved by CCSD #1 for every proposed lot within the development (unless otherwise authorized by CCSD #1).
92. That any existing onsite septic tank and drain fields within the boundary of the development shall be removed or abandoned in compliance with DEQ regulations. Any existing residence left on the property will be required to be connected to the public sanitary sewer and is subject to a sanitary sewer system development charge (SDC). In addition:
 - a. Sanitary sewer SDCs shall be paid to connect existing residential homes to the public sanitary sewer system prior to plan approval; and,
 - b. Existing residential homes shall not be connected until the applicant receives written notice by CCSD #1 that the public sanitary sewer system has been inspected and accepted by CCSD #1 in accordance with the CCSD #1 RR&S.
93. That final testing, as-builts and service connection drawings for the sanitary sewer system shall be submitted for review and approval prior to final inspection and acceptance of the public sanitary sewer system. A Building Permit Issuance Letter shall not be approved by

CCSD #1 until the sanitary sewer system is complete in all respects and accepted by CCSD #1.

Storm drainage

94. That the applicant shall submit a storm water management plan for the development prepared by a licensed Civil Engineer in the State of Oregon for review and approval by CCSD #1. At any time, CCSD #1 may require other licensed professionals to submit plans and/or reports as deemed necessary to assure integrity of the proposed public/private infrastructure. Detention, water quality and infiltration facilities are required consistent with CCSD #1 standards. Onsite detention facilities shall be designed to reduce the two-year storm to one-half of the two-year storm (see Appendix E of CCSD #1 Standard Specifications).
95. That preliminary plans indicate the requirement to extend the public storm system to provide services throughout the proposed development.
96. That storm service connection laterals (six-inch PVC) shall be provided to convey the stormwater runoff and foundation drains for every proposed lot within the development.
97. That any necessary public or private stormwater drainage easement(s) will be obtained by, and provided by the applicant/developer/owner(s) at their expense. The easement shall be either recorded on the plat or as a land record with the Clackamas County Clerk's Office prior to approval of the plans.
98. That this development is subject to a minimum Surface Water plan review fee of \$400.00 (or 4 percent of the cost of the storm construction, whichever is greater). Plan review fees are due with the first submittal for plan review.
99. That a site specific civil plan shall be submitted to CCSD #1 that incorporates the requirements of the land use conditions of approval. The plans must be stamped by a Civil Engineer, licensed in the State of Oregon. The civil engineering plans shall be designed according to CCSD #1 Surface Water Management Rules and Regulations and Standard Specifications and as directed by CCSD #1 during the plan review process. Deviation from the approved construction plans must have prior approval of CCSD #1. This development is subject to a surface water plan review, due at the time of first submittal for plan review.
100. That an upstream and downstream stormwater conveyance analysis that identifies current and future development conditions is required. The storm pipes shall be sized and installed to meet the future development of the upstream basin.
101. That the applicant shall provide an onsite (and, if necessary, offsite) safe emergency storm system overflow pathway to a point acceptable to CCSD #1. This condition may require the acquisition of an offsite easement.
102. That a geotechnical report is required if there are fill areas identified on the site prior to, during, or discovered post construction.
103. That a Public Maintenance Agreement is required to be recorded as a land record with Clackamas County Clerk's Office to assure the perpetual maintenance of the stormwater infrastructure.

Natural Resources

104. That the applicant shall submit as part of the plan review process a natural resource assessment.
105. The approval of the land use application does not include any conclusions by the DISTRICT regarding acceptability by the DSL or COE of the wetland delineation. This decision should not be construed to or represented to authorize any activity that will conflict with or violate the DSL or COE requirements. It is the applicant's responsibility to coordinate with the DSL or COE (if necessary) and other responsible agencies to ensure that the development activities are designed, constructed, operated and maintained in a manner that complies with the DSL or COE approval.
106. This site may be subject to the buffer requirements of CCSD#1 SWM RR&S. The DISTRICT has a minimum 50-foot buffer depending on the classification of the wetland, drainageway, intermittent creeks/streams and/or river. This site is subject to the buffer requirements of the SWM Rules and Regulations. The applicant needs to address the buffer requirements and, if there are proposed encroachments, submit a plan that meets the DISTRICT requirements or submit a variance request that is acceptable. The buffer is required to be protected in a conservation easement dedicated to the City and/or a tract, further review will be necessary in the plan review stage. If necessary, the applicant shall file a written request for review and approval of a Buffer Variance and buffer mitigation plan to the City of Happy Valley.

Plat

107. That the following statement must be added to the Restrictions on the subdivision plat:

“CLACKAMAS COUNTY SERVICE DISTRICT #1 (DISTRICT), ITS SUCCESSORS OR ASSIGNS IS HEREBY GRANTED THE RIGHT TO LAY DOWN, CONSTRUCT, RECONSTRUCT, REPLACE, OPERATE, INSPECT AND PERPETUALLY MAINTAIN SEWERS, WASTEWATER, STORM DRAINAGE OR SURFACE WATER PIPELINES, AND ALL RELATED FACILITIES. NO PERMANENT STRUCTURE SHALL BE ERECTED UPON SAID EASEMENT WITHOUT THE WRITTEN CONSENT OF THE DISTRICT. GRANTORS AGREE TO UNDERTAKE NO ACTIVITY THAT WOULD HARM OR IMPAIR THE PROPER FUNCTIONING OF THE SANITARY AND STORM SEWER SYSTEM.”

108. That the following plat restriction must be shown on all subdivision plats that agree to the detention pond maintenance agreement within CCSD #1:

“SUBJECT TO CCSD #1 RULES AND REGULATIONS AND EXISTING STORM WATER FACILITY MAINTENANCE AGREEMENT UNDER FEE NO. _____, CLACKAMAS COUNTY DEED RECORDS”.

109. Prior to final plat approval, the DISTRICT shall review and approve the required sanitary sewer and stormwater final submittal in accordance with the CCSD#1 RR&S.
110. Prior to building permit approval, the sanitary sewer and stormwater facilities shall be accepted by the DISTRICT in all respects in accordance with the CCSD# RR&S.

SWA

111. That all water system construction must be in accordance with the rules, regulations, policies, guidelines and standards of SWA. Cost of the improvements and construction shall be borne entirely by the developer, unless other arrangements are made between the developer and SWA.
112. That SWA has adequate potable water supplies available in sufficient quantities to provide normal domestic and fire protection needs for this proposal, as required by the Oregon Health Division. Commonly held irrigated spaces must be designed to Irrigation Association Best Management Practices Standards and utilize evapo-transpiration controllers. Exact improvements to the water system will be determined during design review by the Water Authority.

CFD #1

113. That address numbering shall be provided on each new home within the development that is clearly visible from a public street.
114. That access roads shall be within 150 feet of all portions of the exterior wall of the first story of a building as measured by an approved route around the exterior of the building. Fire apparatus access roads shall have an unobstructed driving surface width of not less than 20 feet (26 feet adjacent to a fire hydrant) and an unobstructed vertical clearance of 13 feet 6 inches.
115. That the applicant must obtain a stamp of approval from CFD #1 that demonstrates fire apparatus access and water supply requirements will be satisfied. Proposed developments containing more than 30 single family dwellings shall require a secondary access. The applicant shall provide a Phasing Plan to CFD #1 prior to final approval.
116. That "No Parking Fire Lane" signs shall be placed on one or both sides of the roadway and in turnarounds as needed. Roads 26 feet in width or less shall have signs placed on both sides. Roads 26 to 32 feet in width shall have signs placed on one side posting as a fire lane. Red painted curbs may be utilized in lieu of signage.
117. That the applicant shall provide an approved turnaround for dead end access roads exceeding 150 feet in length. For private drives exceeding 150 feet in length without an approved turnaround, residential fire sprinklers will be required for lots that are affected, in lieu of a turnaround.
118. That for private streets or alleys less than 32 feet in width, the Developer shall establish a street maintenance agreement that provides for enforcement of parking restrictions. A copy of said agreement shall be provided to the City.
119. That the minimum number and distribution of fire hydrants available to a building shall not be less than that listed in Table C105.1 of the Fire Code Application Guide.
120. That the first fire hydrant shall be placed at or near the main entrance to the development. If there is an existing fire hydrant within 500 feet of this entrance, that hydrant can be used in calculating the remaining series of hydrants.

121. That where a portion of a structure is more than 600 feet from a hydrant on a fire apparatus access road, as measured in an approved route around the exterior of the structures, on-site fire hydrants and mains shall be provided.
122. That the minimum available fire flow for single family dwellings served by a municipal water supply shall be 1,000 gallons per minute at 20 psi. Structures over 3,600 square feet shall meet the minimum fire flow requirements in Appendix B of the Oregon Fire Code. If fire flow cannot be met, an alternative water supply may be permitted, subject to approval by CFD #1.
123. That prior to the start of combustible construction, all fire hydrants shall be operational and accessible.

CCSD #5

124. That "Westbrook" style street lights on new poles will be required for all applicable property frontages for this development. Existing wood poles may be used where allowed by PGE and CCSD #5.
125. That the property owner shall submit a request in writing for the formation of an assessment area, which will include any new tax lots created by this partition, to help pay for the operation and maintenance of lighting. The applicant shall also provide a copy of this request to the City.

Utilities

126. That the applicant shall provide utility easements where required and shall be responsible for coordinating construction with all utility and service providers and facilitating cooperation among all providers and agencies.
127. That all existing and proposed utilities along the project's existing frontages and within the site, including electrical power, telephone, cable TV, gas and others shall be underground. If the existing utilities along the project's frontage need to remain overhead according to the utility service providers, the required conduit and vaults shall be provided at the applicant's expense (to provide for the future undergrounding). In addition, a fee-in-lieu of construction shall be paid to cover the cost to convert the utilities from overhead to underground, and remove the overhead facilities from the right-of-way. The fee shall be 125 percent of an engineer's estimate of the cost of design and installation, subject to final approval by the City's Engineering Manager. Pre-wiring of the project site for street lighting must be approved by CCSD #5.

Steep Slopes

128. That the applicant shall provide as exhibit to their construction plans calculations detailing the percentage of the subject site that is constrained by transition or conservation slope areas, demonstrating that not more than 30 percent of the onsite transition slope areas that are not manmade slopes will be developed, excepted as otherwise exempted by Section 16.32.045 of the City's LDC or permitted by Section 16.32.050 of the City's LDC.

Natural Resources

- 129. That the applicant shall obtain all necessary local, state and federal approvals to facilitate the proposed wetland and buffer impacts and/or impacts to water quality resources and habitat conservation areas. The applicant shall provide a copy of said approvals to the City.
- 130. That the applicant shall install or financially secure mitigation as required by Section 16.34.070.C, prior to a Building Permit Release Letter. At the time of installation, a two-year maintenance bond shall be required. Subject to review and final approval by the Planning Official, a conservation easement shall be placed over all Title 3 and 13 lands (habitat conservation areas, water quality resources, associated vegetative corridors, etc., including the areas that will be enhanced as "mitigation") that remain onsite. During site and building construction the applicant shall utilize orange construction fencing to protect natural areas. White vinyl or natural cedar split rail fencing shall be installed or with CCSD #1 approved signage or financially secured, prior to issuance of a Building Permit Release Letter. Further, that a buffer variance must be submitted and approved prior to site construction. If the Applicant chooses to provide for financial security, the Applicant shall provide the City with an acceptable instrument to secure the improvements and such improvements shall be constructed no later than Phase 13. The security instrument shall be in a form acceptable to the City, shall be for a value at 125% of the City Engineer's estimated cost of the improvements and shall be for the appropriate period of time.

Flood Management Overlay Zone

- 131. That all development within flood management areas shall be compliance with the standards of Chapter 15.24 of City Code, in addition to local, state or Federal restrictions governing floodplains or flood hazard areas.
- 132. That all development with flood management areas shall be in compliance with the standards of Section 16.35.040 of the City's LDC.
- 133. That the prior to construction plan approval applicant shall provide to the City a copy of an approved CLOMR relative to on-site flood management areas. Prior to a Building Permit Release Letter for any phase located with a flood management area, the applicant shall provide to the City a copy of an approved Letter of Map Change (LOMC) or other approved map revision by FEMA, as well as an "as-built" certification and any other data in support of the approved revision.
- 134. That the applicant shall provide final "as-built" elevations demonstrating that all Lots adjacent to an existing or proposed flood management area are a minimum of one-foot above the adjacent BFE, prior to a Building Permit Release Letter for the phase in which the Lot is located or alternately, provide evidence at the building permit stage tht the development standards listed in Section 16.35.040 are satisfied for any lot that is not a minimum of one-foot above the adjacent BFE.

Design

- 135. This development shall utilize the following development standards:

Standard	Detached Units	Attached Units
<i>Lot width (minimum)</i>	<i>32 feet</i>	<i>20 feet</i>
<i>Lot depth (minimum)</i>	<i>90 feet</i>	<i>90 feet</i>

Standard	Detached Units	Attached Units
<i>Street frontage (minimum)</i>		
<i>Lots fronting on culs-de-sac or eyebrow</i>	<i>30 feet</i>	<i>20 feet</i>
<i>All other lots</i>	<i>34 feet</i>	<i>20 feet</i>
<i>Lot coverage (maximum)</i>	<i>65 percent</i>	<i>65 percent</i>
<i>Building setbacks (minimum):</i>		
<i>Front</i>	<i>20 feet (Street Access Garage)</i> <i>10 feet (Alley Access Garage)</i>	<i>10 feet</i> <i>15 feet</i>
<i>Rear (Street-access garage)</i>	<i>20 feet</i>	
<i>Rear (Alley-access garage)</i>	<i>6 feet</i>	<i>6 feet</i>
<i>Interior side</i>	<i>5 feet</i>	<i>5/0 feet</i>
<i>Street side (corner lot)</i>	<i>8 feet</i>	<i>8 feet</i>
<i>Garage and carport entrances</i>		
<i>Entrances not facing an alley</i>	<i>20 feet</i>	<i>20 feet</i>
<i>Entrances facing an alley</i>	<i>6 feet</i>	<i>6 feet</i>

The Planning Official or designee is authorized by the Planning Commission to permit reductions or increases to these standards as may be necessary to provide for the retention of trees greater than six inches in diameter measured at breast height (4.5 feet). A request to adjust the setbacks for these lots shall be accompanied by a building plan for the subject lot that illustrates the relationship between the proposed structure and significant tree retention. However, in no case shall a garage be located less than 20 feet from a public right-of-way. Prior to final plat approval, area computations in square feet for all building lots must be prepared and submitted by an engineer or surveyor registered in the State of Oregon. Setbacks are measured from the foundation to the property line.

136. That a final landscape plan shall be submitted to the Community Development Director or designee for approval prior to construction plan approval. The final landscape plan shall be in substantial conformance with the preliminary landscape plan and include the following:

- a. Identification of all areas to be landscaped, including but not limited to: “by developer” areas related to public streets indicating street trees and landscape strips; common areas including parks and active open space areas; entry monument sign areas; natural riparian area enhancement plantings; and plantings for storm water facilities;
- b. A detailed irrigation plan including topsoil replacement provisions; and,
- c. For any new slopes 2:1 or steeper, adjacent to HCAs and WQRAs shall at a minimum be: constructed with suitable hydro-seeding; include a continuous erosion control blanket; include straw wattles in rows at 25’ OC parallel to the contours, (generally similar to highway slope work); irrigated for at least two seasons to assure hydro-seed establishment, and inspected for establishment and erosion/sediment control prior to release of the open space assurances.

137. That per Section 16.63.130.H.2.b.iv of the City’s LDC, the applicant shall provide assurance to the City in the form of a bond, escrow account or certified letter of credit for 125 percent of the estimated cost of open space improvements. Open space areas shall be completed as shown in the approved plans and inspected and approved by the City prior to final approval (“walk-through”) of the infrastructure improvements, or shall be provided for by financial guarantee. Assurances for the open space improvements shall be held for two years after improvements are made to assure plant survival.

138. That per Section 16.63.130.H of the City's LDC, open space tracts shall be recorded as tracts on the final plat. For the assurance of permanent open space, the applicant shall record all open space tracts as permanent open space on the final plat. A ten (10) year maintenance plan for the open space with cost projections to be provided to the future owners of the property (the homeowner's association or other entity). If the open space is dedicated to the homeowner's association, the codes, covenants, and restrictions of the PUD shall include a provision requiring the homeowner's association to abide by the approved ten (10) year maintenance plan or submit an alternative plan to the Planning Official or designee for approval. If the open space is dedicated to another entity, said entity shall submit a written agreement to the City agreeing to abide by the ten (10) year maintenance plan or provide an alternative plan to be approved by the Planning Official or designee.
139. That a planter strip and street tree plan shall be submitted as part of the construction plan set, detailing to the greatest extent practicable the placement of street trees in conformance with all spacing requirements in regard to street intersections, street lights, driveways, fire hydrants, etc. Per Section 16.50.080 of the City's LDC, the developer and/or builder shall install the planter strip landscaping minus street trees prior to building occupancy, and submit a street tree installation fee based on an amount equal to 125 percent of the cost of the street tree plan, assuming a value of two hundred fifty dollars (\$250.00) per tree. The City of Happy Valley street tree contractor shall install all street trees when the development reaches substantial buildout based on the discretion of the Planning Official or designee, but generally incorporating an 80 percent benchmark, after which time the two-year maintenance bond period will begin. Alternatively, substantially built-out streets, blocks or neighborhoods may also be authorized for street tree planting per the discretion of the Planning Official or designee. Any remaining street tree funds shall be refunded to the developer, any additional street tree installation costs shall be the responsibility of the developer. If in the interest of an expedited timeline for installation by the developer (above and beyond that which might be carried out by the City's contractor), street tree installation may be carried out by the developer, with submittal of adequate information and liquid financial guarantee (traditional guarantee bonds are not accepted) for the review and approval of the Planning Official.
140. That the applicant shall install, or financially secure, perimeter fencing along all Collector and Arterial Facilities, consistent with one of the options of Table 16.42.060-1 of the City's LDC. With respect to "alley-access" lots along Collector Facilities, the applicant shall install decorative metal fencing with brick or masonry columns, consistent with Option 2 of the aforementioned table. Per Section 16.42.060.C.10 of the City's LDC, fencing along open space tracts shall be comprised of either split-rail vinyl or stained cedar; fencing along stormwater detention facilities shall be six-foot tall, black, vinyl-coated chain link.
141. That the developer and/or individual builders are required to obtain either Type "A" (three or less trees) or Type "B" Tree Removal Permits prior to the removal of trees (six-inch diameter at 4.5 feet), subject to the requirements of Section 16.42.050 (Tree cutting and preservation), of the City's LDC. A tree planting mitigation plan at a rate of 2:1 is required for any trees removed outside the limits of the infrastructure improvements and at a 3:1 mitigation ratio for healthy trees removed for establishment of view corridor(s). Any trees that are to be preserved must be fenced at the drip line for protection prior to construction. Tree removal shall occur only in conjunction with engineering approval and required bonding associated with construction of each Phase boundary as determined by the Planning Official and Engineering Manager.
142. That the applicant, Homeowner's Association or other entity is responsible for the continual maintenance of all hardscaped, landscaped and natural areas located on the site.

143. That the applicant shall provide a minimum of two off street parking spaces per single-family detached and attached dwelling unit and shall also provide driveways in accordance with Sections 16.41.030.B and 16.44.010.A.3 of the City's LDC. Off-street parking requirements for multifamily dwellings shall be subject to Table 16.43.030-1, and shall be determined through future Design Review approval.
144. That per Table 16.43.030-1 of the City's LDC, visitor parking for attached single-family dwellings containing four or more dwelling units or multifamily dwellings containing five or more units, shall be provided in addition to the minimum off-street parking required by this subsection, at a rate of 0.35 per dwelling unit (if less than 100 total units); 35 spaces or 0.25 per dwelling unit, whichever is greater (if 100 or more total units).
145. That the applicant shall provide off-street parking per Table 16.43.030-1 of the City's LDC for all recreational facilities/fields shown on the site plan. Per Section 16.43.030.B.3 of the City's LDC, on-street parking within three hundred (300) feet of a use along its property frontage may be counted as part of the minimum spaces required.
146. That sign permits shall be required for all monument signs; and, temporary subdivision signs.
147. That the applicant shall submit an alternate street sign/directional signage design, subject to final review and approval by the Planning Official, which shall also be consistent with that of any prior or subsequent phases of Pleasant Valley Villages. A development agreement shall cover the maintenance of said alternate street signs/directional signage that may be located in the public right-of-way by the Homeowner's Association or similar legal entity.
148. That per Table 16.62.020-1 of the City's LDC, attached dwelling units and multifamily units and recreational facilities/fields shall require separate Design Review approval. The envisioned Community Center and lots may be reconfigured as illustrated in Exhibit "13".
149. That the home builder(s) for detached single-family homes shall submit Floor Plans and Elevations, with building permits, consistent with those illustrated in Exhibit 8. These plans and any replacement plans shall be held to the following detailed design standards:

Detailed design shall be provided by using at least eight of the following 14 architectural features on all elevations as appropriate for the proposed building type and style (for examples, see Figures 16.44.010-4 and 16.44.010-5 from the City's LDC). These features may vary on rear/side/front elevations:

- i. Dormers;*
- ii. Gables;*
- iii. Recessed entries;*
- iv. Covered porch entries;*
- v. Cupolas or towers;*
- vi. Pillars or posts;*
- vii. Eaves (minimum of six-inch projection);*
- viii. Offsets in building face or roof (minimum of sixteen (16) inches);*
- ix. Window trim (minimum four inches wide);*
- x. Bay windows;*
- xi. Balconies;*

- xii. Decorative patterns on exterior finish (e.g., scales/shingles, wainscoting, ornamentation or similar features);*
- xiii. Decorative cornices and roof lines (e.g., for flat roofs);*
- xiv. An alternative feature providing for visual relief, similar to options i through xiv, subject to the review and approval of the Planning Official or designee.*

ORDINANCE NO. 512
CITY OF HAPPY VALLEY

AN ORDINANCE AMENDING OFFICIAL MAP EXHIBIT 11 OF THE CITY OF HAPPY VALLEY LAND DEVELOPMENT ORDINANCE NO. 97, IN REGARD TO A COMPREHENSIVE PLAN/ZONING MAP AMENDMENT OF PROPERTY OWNED BY PLEASANT VALLEY DEVELOPMENT, LLC, FROM CLACKAMAS COUNTY RURAL RESIDENTIAL FARM FOREST – 5 ACRE (RRFF-5); FARM FOREST -10 ACRE (FF-10); PLANNED MIXED USE (PMU); AND RESIDENTIAL 10,000 SQUARE FEET (R-10) TO MIXED USE RESIDENTIAL – SINGLE-FAMILY (MUR-S); AND FROM COMMUNITY COMMERCIAL CENTER (CCC) TO SINGLE-FAMILY ATTACHED (SFA); AMENDING THE CITY’S COMPREHENSIVE PLAN BY ADOPTING AMENDMENTS TO THE CITY’S TRANSPORTATION SYSTEM PLAN (TSP); AND AMENDING THE CITY’S COMPREHENSIVE PLAN BY ADOPTING AMENDMENTS TO THE CITY’S EAST HAPPY VALLEY COMPREHENSIVE PLAN (EHVCP).

WHEREAS, Application MP-02-16/CPA-11-16/CPA-17-16/LDC-15-16/PUD-04-16/ERP-16-16/ERP-17-16/ERP-18-16 was requested by Pleasant Valley Development, LLC to amend the City’s Development District Map (Official Map Exhibit 11 of Ordinance 97) by applying the MUR-S and SFA zone to a 166.67-acre site known as “Pleasant Valley Villages – Phases 2-13”, as shown on Exhibit “A”; to amend the TSP in order to reclassify the functional classification of multiple facilities located on or adjacent to the subject property, as shown on Exhibit “B”, and to amend the EHVCP as shown in Exhibit “C”.

WHEREAS, a public hearing was held before the City of Happy Valley Planning Commission on November 8, 2016; and,

WHEREAS, the Planning Commission recommended by unanimous vote that said Official Map Exhibit 11 be amended as recommended by the Planning Official in the staff report dated November 8, 2016; and,

WHEREAS, the City has timely forwarded a copy of the proposed map amendments to the Department of Land Conservation and Development of the State of Oregon, Metro and Clackamas County; and,

WHEREAS, the City Council of the City of Happy Valley, Oregon, has determined that it is reasonable, necessary and in the public interest to revise the Official Development District Map, Exhibit 11, the TSP and the EHVCP and approve the Planning Commission’s recommendation pursuant to the findings contained in the staff report to the City Council, dated December 6, 2016, at the regular meeting of the City Council on December 6, 2016.

WHEREAS, the City Council considered the proposed amendments at its regularly scheduled City Council meeting on December 6, 2016; and

Now, therefore, based on the foregoing,

THE CITY OF HAPPY VALLEY ORDAINS AS FOLLOWS:

Section 1. The City of Happy Valley declares that the following city Comprehensive Plan designation and zoning district shall apply to the subject property as listed by Clackamas County Assessor Map No:

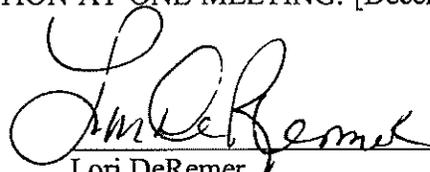
13E-31B-1700 – SFA
13E-31C-6201 – MUR-S
13E-31C-6202 – MUR-S
23E-06BA-100 – MUR-S
23E-06BB-100 – MUR-S
23E-06BB-200 – MUR-S

Section 2. The City Council adopts the subject amendments (MP-02-16/CPA-11-16/CPA-17-16/LDC-15-16/PUD-04-16/ERP-16-16/ERP-17-16/ERP-18-16) and the associated Staff Report to the City Council dated December 6, 2016.

Section 3. The Planning Official is directed to:

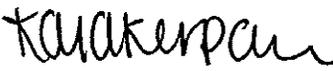
1. Amend the City's Comprehensive Plan/Zoning Map to reflect the re-zoning of the subject property to MUR-S and SFA, as shown on Exhibit "A";
2. Amend the City's Comprehensive Plan to reflect the adopted amendments to the TSP, as shown on Exhibit "B";
3. Amend the City's Comprehensive Plan to reflect the adopted amendments to the EHVCP, as shown on Exhibit "C"; and
4. Said change shall become effective within 30 calendar days.

COUNCIL APPROVAL AND ADOPTION AT ONE MEETING: [December 6, 2016]



Lori DeRemer
Mayor

Adoption and date attested by:



Kara Kerpan
Deputy City Recorder

16.61 (Types of Review Procedures); 16.63 (Land Divisions and Property Line Adjustments); 16.65 (Master Planned Developments); and 16.67 (Comprehensive Plan Map, Specific Area Plans, Land Use District Map and Text Amendments).

After discussion and deliberation, the City Council voted to approve the proposed applications, per the included conditions of approval.

I. DESCRIPTION OF THE APPLICATION

On November 8, 2016, the City of Happy Valley Planning Commission recommended that the City Council approve “Pleasant Valley Villages – Phases 2-13”, an 898-lot PUD, which consists of single-family residential detached and attached lots, multifamily residential units, open space and recreational amenities; includes a Master Plan, multiple Comprehensive Plan/Zoning Map Amendments, and, three ERPs for steep slopes, natural resources, and floodways/floodplains (Local File No. MP-02-16/CPA-11-16/CPA-17-16/LDC-15-16/PUD-04-16/ERP-16-16/ERP-17-16/ERP-18-16).

II. ADOPTION OF FINDINGS

The City Council specifically adopts the Findings within the December 6, 2016 Staff Report to the City Council in support of this Order approving MP-02-16/CPA-11-16/CPA-17-16/LDC-15-16/PUD-04-16/ERP-16-16/ERP-17-16/ERP-18-16.

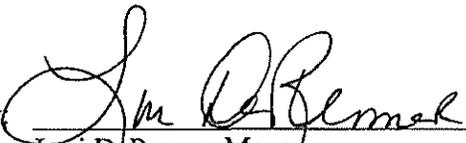
III. ORDER

The City Council hereby approves and orders as follows: the application by Pleasant Valley Development, LLC, for the combined MP-02-16/CPA-11-16/CPA-17-16/LDC-15-16/PUD-04-16/ERP-16-16/ERP-17-16/ERP-18-16 applications based on the findings provided herein and specifically adopted under Section II. This Order requires compliance with the

conditions set out in the conditions of approval within the Staff Report to the City Council, dated December 6, 2016, including any amended language.

ORDER OF THE CITY COUNCIL adopted this 6th day of December, 2016 and effective the 5th day of January, 2017.

CITY COUNCIL, CITY OF HAPPY VALLEY

By  _____
Lori DeRemer, Mayor

Adoption and date attested by:

 _____

Marylee Walden
City Recorder

Exhibit A

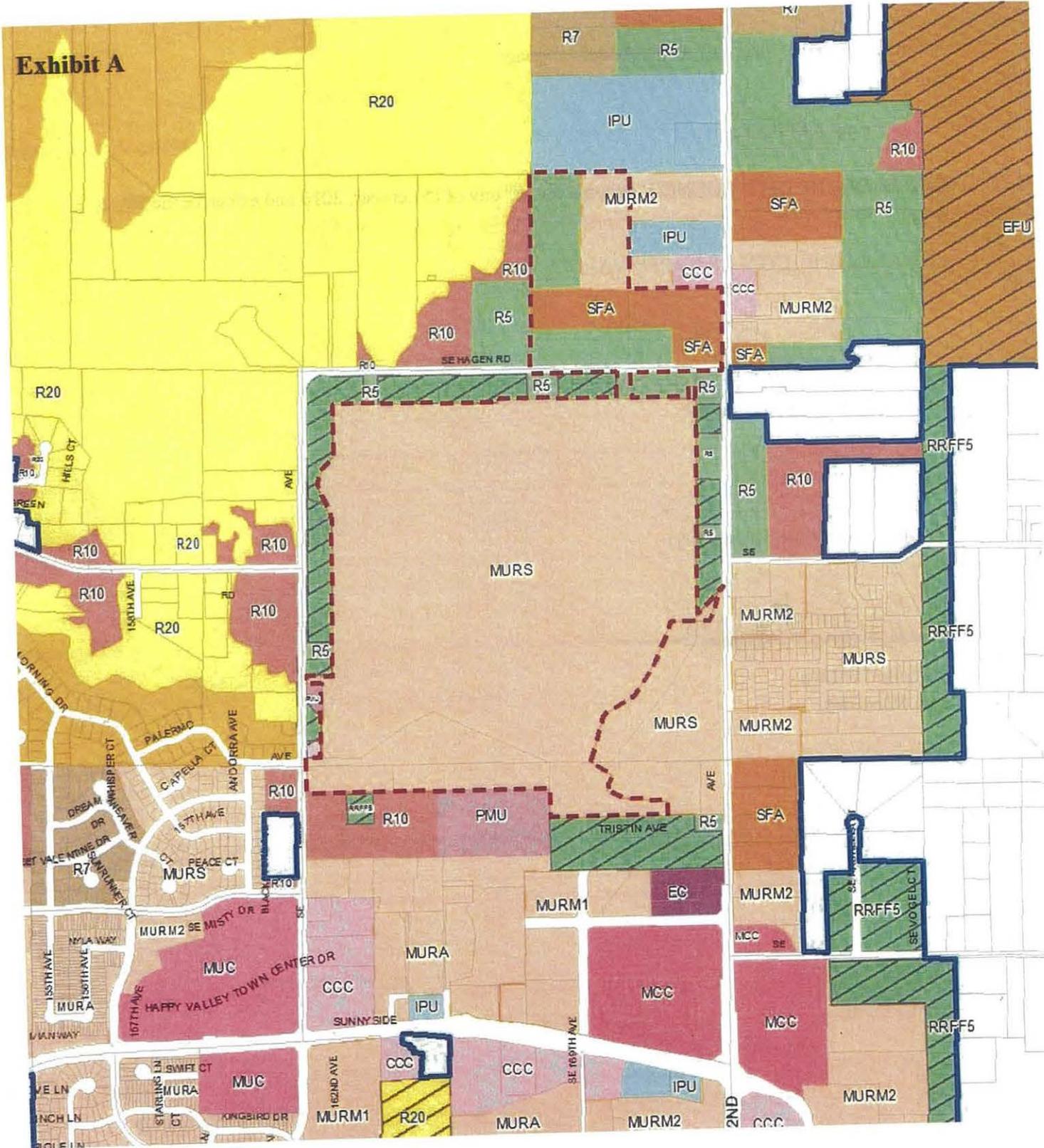
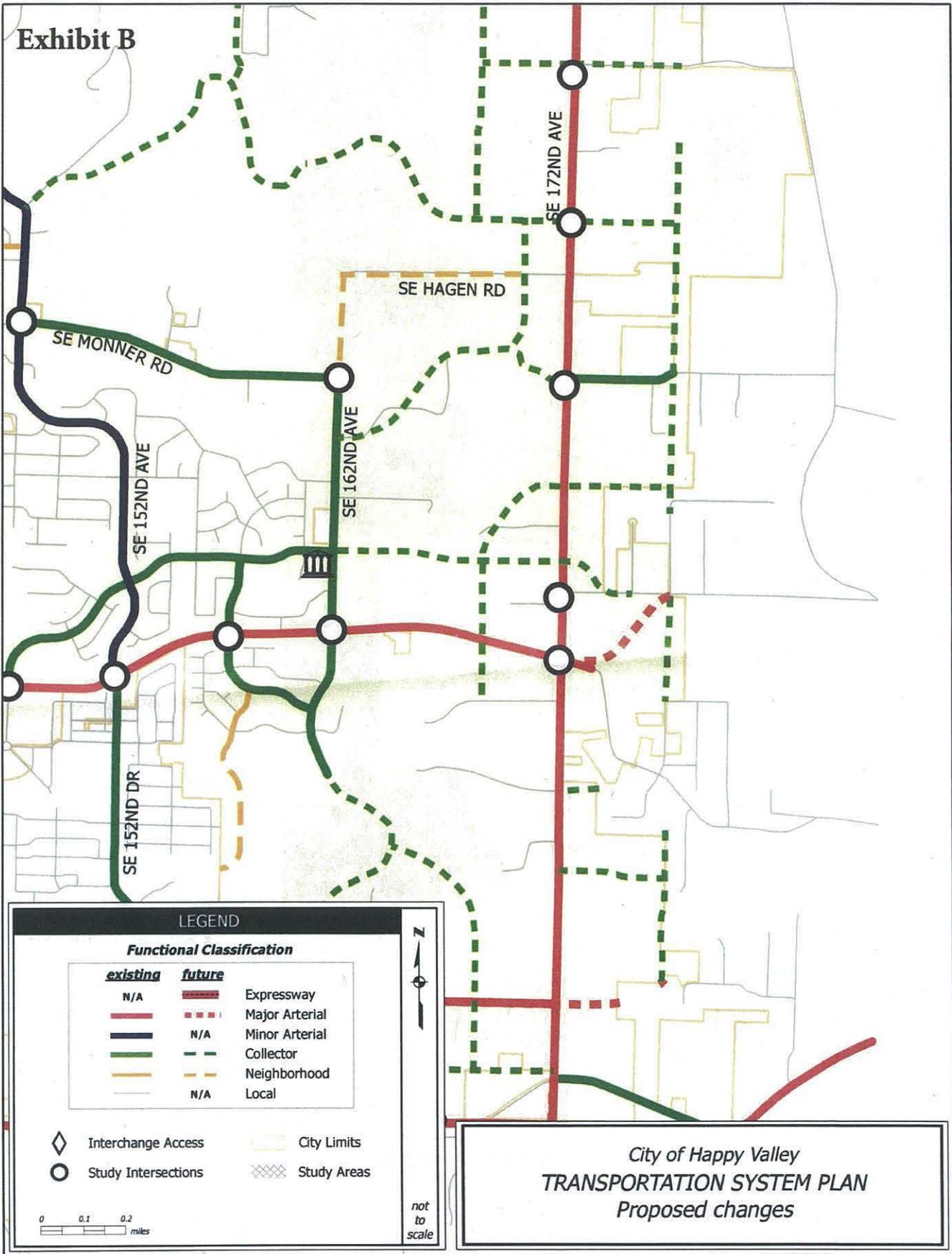


Exhibit B



LEGEND

Functional Classification

<i>existing</i>	<i>future</i>	
N/A		Expressway
		Major Arterial
	N/A	Minor Arterial
		Collector
		Neighborhood
	N/A	Local

- Interchange Access
- Study Intersections
- City Limits
- Study Areas

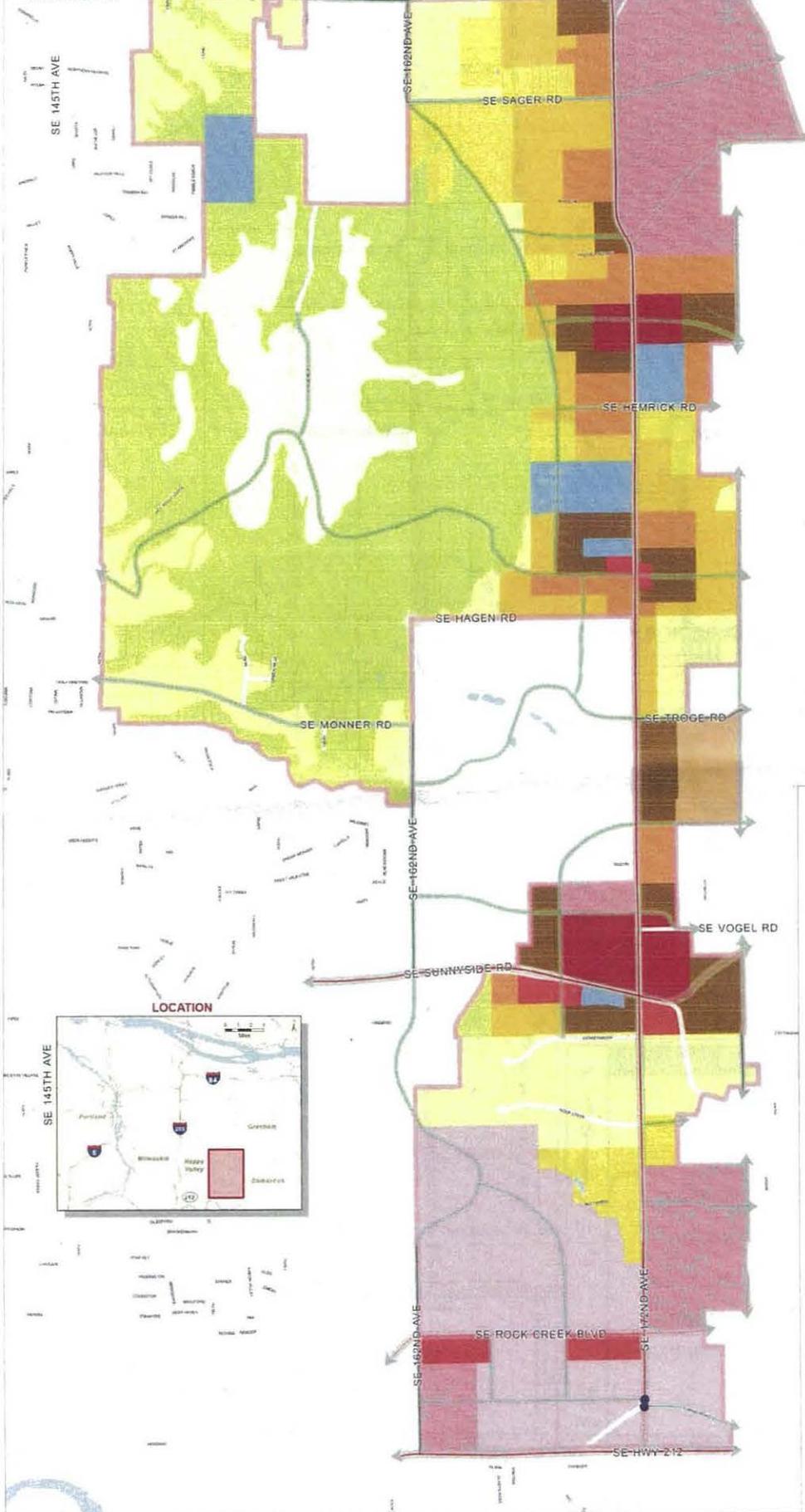
0 0.1 0.2
miles

not to scale

City of Happy Valley
TRANSPORTATION SYSTEM PLAN
Proposed changes

Exhibit C

SE CLATSOP ST



SE TILLSTROM RD

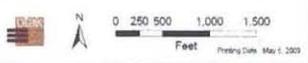
SE FOSTER RD

East Happy Valley Comprehensive Plan Update Proposed Changes

Legend

- Existing Roads**
 - Arterial
 - Collector
- Proposed Roads**
 - Arterial
 - Collector
- Right In/Right Out Intersection
- Zoning**
 - MUR-M2 (Mixed Use Residential Multifamily)
 - MUR-S (Mixed Use Residential Single Family)
 - SFA (Single Family Attached)
 - R5 (Residential, 5,000 SF Min.)
 - R7 (Residential, 7,000 SF Min.)
 - R10 (Residential, 10,000 SF Min.)
 - R15 (Residential, 15,000 SF Lot Min.)
 - R20 (Residential, 20,000 SF Lot Min.)
 - CCC (Community Commercial Center)
 - MCC (Mixed Commercial Center)
 - EC (Employment Center)
 - IC (Industrial Campus)
 - IPU (Institutional and Public Use)
- Other**
 - Comprehensive Plan Boundary
 - Tax Lot

LOCATION





DAN JOHNSON
DIRECTOR

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

April 22, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the Boardman Creek Headwall Repair Project and Authorizing Good Faith Negotiations and Condemnation Actions

Purpose/Outcomes	Under ORS Chapter 203, ORS 35 and the federal Uniform Act, a local government agency is authorized to declare by resolution or ordinance the necessity and the purpose for which the project is required by enacting a Resolution of Necessity prior to initiating acquisition of the easements or other property rights needed from abutters to the project.
Dollar Amount and Fiscal Impact	Right of Way acquisition costs are estimated not to exceed \$16,000 and will be borne by the Transportation Maintenance 20/21 fiscal year budget for bridge maintenance.
Funding Source	County Road Fund
Duration	The Resolution remains active throughout the project's duration and terminates upon completion of the project or when all litigation associated with the project is concluded.
Previous Board Action/Review	4/13/21 Discussion item at issues
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. How does this item align with your department's Strategic Business Plan goals? This project supports the DTD Strategic Focus on Safe Roads and Strategic Result of "Travelers on Clackamas County roads will experience roads in good condition." 2. How does this item align with the County's Performance Clackamas goals? This item aligns with "Build a Strong Infrastructure" by rebuilding this portion of Boardman Avenue that has been undermined, as well as rebuilding the embankment that holds the road up. This item aligns with "Honor, Utilize, Promote, and Invest in our Natural Resources" by excavating sediments and invasive species from the channel downstream of Boardman Avenue, which will help to maximize the flow and capacity of this portion of Boardman Creek.
Counsel Review	Date of Counsel review: 4/06/21 NB
Procurement Review	<ol style="list-style-type: none"> 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> <p>This item is a resolution of necessity, required under ORS 35 as a precursor in support of possible condemnation action.</p>

Contact Persons	Sharan LaDuca, DTD Sr. Right of Way Agent @ 503-742-4675
------------------------	--

County Road funds will be used to rebuild a portion of Boardman Avenue and the supporting embankment, excavate sediments and invasive species from the channel downstream of Boardman Avenue (the "Project").

In order to construct the improvements as designed, additional easements will be required. The Project is expected to impact three properties abutting the project alignment. The Board has authority to exercise the power of eminent domain under ORS Chapter 203 and ORS Chapter 35 to acquire the needed rights of way, easements, and fee property by purchase or condemnation proceedings. In accordance with the procedure set forth in ORS Chapter 35, a Resolution of Necessity is required before offers are made for rights of way, easements, and fee property.

The project has been planned and located in a manner which is most compatible with the greatest public good and which causes the least private injury. The design has progressed through the Department of Transportation and Development (the "Department") project development procedures and the final legal descriptions required for acquisition of the needed easements from three properties affected by the Project have been developed.

The Department shall negotiate in good faith and accordance with all applicable laws, rules, and regulations in an attempt to reach agreement as to the amount of Just Compensation owed each affected property owner. To fairly determine the amount of Just Compensation, staff will utilize their own expertise and reliable data sources to prepare Appraisal Waiver Valuations in accordance with applicable law and regulation for acquisitions valued under \$10,000.

The resolution directs Department staff to proceed with good faith negotiations for the acquisition of the needed property rights and to utilize the expertise of authorized real estate appraisers and other such experts to assist in the acquisition process. The resolution further requires the Director of the Department to notify the Board if the exercise of the power of eminent domain becomes necessary. Only after this process is completed does it authorize the Office of County Counsel to file a Condemnation Action.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Resolution of Necessity and Purpose authorizing the acquisition of necessary rights of way, easements, and fee property by good faith negotiation if possible, or condemnation, if necessary.

Sincerely,

Sharan LaDuca

Sharan LaDuca,
Senior Right of Way Agent

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

In the Matter of Declaring the Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property, and Authorizing Good Faith Negotiations and Condemnation Actions for the Boardman Creek Headwall Repair Project



Resolution No. _____

Page 1 of 2

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on April 22, 2021 and,

It appearing to the Board that the Boardman Creek Headwall Repair Project ("the Project") will rebuild a portion of Boardman Avenue and the embankment supporting the road; is consistent with the powers and purposes of County government; and is necessary for public use and the continued growth, safety and welfare of the community; and,

It further appearing that the Board has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public; and,

It further appearing to the Board that the Project has been planned in accordance with appropriate standards for the improvement of transportation infrastructure such that property damage is minimized, transportation promoted, and travel safeguarded; and

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

It further appearing to the Board that easements within the boundaries described in the attached Exhibits A-1, A-2, A-3, B-1, B-2, and B-3 (the "Exhibits") are a necessary part of the Project; and,

It further appearing that the Board has authority under ORS Chapter 203 and ORS Chapter 35 to acquire rights of way, easements, and fee property by good faith negotiation, agreement, and purchase or by exercise of the power of eminent domain with condemnation proceedings; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that this Board declares it necessary and in the public interest that the County Department of Transportation and Development ("the Department"), in connection with this Project, begin the acquisition process, in accordance with all applicable laws, rules, and regulations governing such process, for the necessary rights of way, easements, and fee property, either through good faith negotiation, agreement, and purchase, or, if necessary, by commencement of condemnation proceedings.

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

In the Matter of Declaring the Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property, and Authorizing Good Faith Negotiations and Condemnation Actions for the Boardman Creek Headwall Repair Project



Resolution No. _____

Page 2 of 2

IT IS FURTHER RESOLVED THAT:

1) The Department be authorized to, in good faith, attempt to negotiate agreements of just compensation with owners of affected property identified in the Exhibits. In so doing, the Department is authorized to retain real estate appraisers, negotiators, and other such experts deemed necessary to assist staff with the acquisition process; and,

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

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

Dated this _____ day of _____, 2021.

Tootie Smith, Chair

Recording Secretary

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

In the Matter of Declaring the Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property, and Authorizing Good Faith Negotiations and Condemnation Actions for the Boardman Creek Headwall Repair Project



Resolution No. _____

Page 1 of 2

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on April 22, 2021 and,

It appearing to the Board that the Boardman Creek Headwall Repair Project ("the Project") will rebuild a portion of Boardman Avenue and the embankment supporting the road; is consistent with the powers and purposes of County government; and is necessary for public use and the continued growth, safety and welfare of the community; and,

It further appearing that the Board has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public; and,

It further appearing to the Board that the Project has been planned in accordance with appropriate standards for the improvement of transportation infrastructure such that property damage is minimized, transportation promoted, and travel safeguarded; and

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

It further appearing to the Board that easements within the boundaries described in the attached Exhibits A-1, A-2, A-3, B-1, B-2, and B-3 (the "Exhibits") are a necessary part of the Project; and,

It further appearing that the Board has authority under ORS Chapter 203 and ORS Chapter 35 to acquire rights of way, easements, and fee property by good faith negotiation, agreement, and purchase or by exercise of the power of eminent domain with condemnation proceedings; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that this Board declares it necessary and in the public interest that the County Department of Transportation and Development ("the Department"), in connection with this Project, begin the acquisition process, in accordance with all applicable laws, rules, and regulations governing such process, for the necessary rights of way, easements, and fee property, either through good faith negotiation, agreement, and purchase, or, if necessary, by commencement of condemnation proceedings.

PARCEL 1 - PERMANENT EASEMENT FOR CULVERT FACILITIES

A tract of land located in the Southwest one quarter (SW1/4) of Section 18, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, State of Oregon, being a portion of that tract of land as described in Document No. 2011-032162, Clackamas County Deed Records, as shown on Exhibit "B" attached hereto and by this reference made a part hereof, more particularly described as follows;

Beginning at the most easterly point of Lot 20 per Plat of "Map of Boardmans Addition to Jennings Lodge" and said point being on the northerly Right-of-Way line of Boardman Avenue (County Rd. No. 1879);

Thence along the northerly Right-of-Way of Boardman Avenue, S 64° 15' W a distance of 15.00 feet to a point;

Thence leaving said Right-of-Way, N 25° 09' E a distance of 14.88 feet to a point being 10.00 feet northerly from said point of beginning measured along the easterly Boundary Line of said Lot 20;

Thence along the easterly Boundary Line of said Lot 20, S 45° 58' E a distance of 10.00 feet to the **Point of Beginning**;

Containing 70 square feet more or less.

Basis of Bearing per Plat of "Map of Boardmans Addition to Jennings Lodge" (Plat – 0158)

PARCEL 2 - TEMPORARY CONSTRUCTION EASEMENT

A tract of land located in the Southwest one quarter (SW1/4) of Section 18, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, State of Oregon, being a portion of that tract of land recorded as Document No. 2011-032162, Clackamas County Deed Records, as shown on Exhibit "B" attached hereto and by this reference made a part hereof, more particularly described as follows;

Commencing at the intersection with the easterly line of Lot 20 of "Map of Boardmans Addition to Jennings Lodge" and the northerly Right-of-Way line of Boardman Avenue (County Rd. No. 1879);

Thence along the northerly Right-of-Way of Boardman Avenue, S 64°15' W a distance of 15.00 feet to the **True Point of Beginning**;

Thence continuing along said Right-of-Way, S 64°15' W a distance of 15.00 feet to a point;

Thence leaving said Right-of-Way, N 29°50' W a distance of 130.01 feet to a point;

Thence parallel with the southerly boundary line of that parcel of land as described in Book 659, Page 19, S 61°12' W a distance of 103.50 feet to a point;

Thence N 28°48' W a distance of 28.00 feet to a point on said southerly boundary line;

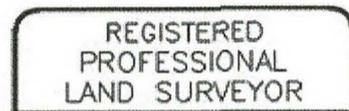
Thence along said southerly boundary line, N 61°12' E a distance of 120.88 feet to the southeast corner of that parcel of land described in Book 659, Page 19 and being a point on the east line of said Lot 20;

Thence along the easterly boundary line of said Lot 20, S 45°58' E, 158.97 feet to a point;

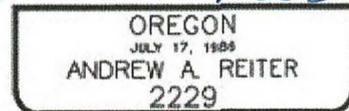
Thence leaving said easterly boundary line, S 25°09' E a distance of 14.88 feet to the **True Point of Beginning**;

Containing 9,387 square feet more or less.

Basis of Bearing per Plat of "Map of Boardmans Addition to Jennings Lodge" (Plat - 0158)



Andrew Reiter



EXPIRES: 12/31/2020

TEMPORARY CONSTRUCTION EASEMENT

A tract of land located in the Southwest one quarter (SW1/4) of Section 18, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, State of Oregon, being a portion of that tract of land recorded as Document No. 2020-069973, Clackamas County Deed Records, as shown on Exhibit "B" attached hereto and by this reference made a part hereof, more particularly described as follows;

Beginning at the intersection with the westerly boundary line of Lot 22 as shown on "Map of Boardmans Addition to Jennings Lodge" and the northerly Right-of-Way line of Boardman Avenue (County Rd. No. 1879);

Thence along the westerly boundary line of said Lot 22, N 45°58' W a distance of 48.00 feet to a point;

Thence leaving said westerly boundary line, N 54°41'01" E a distance of 26.00 feet to a point;

Thence S 34°53'52" E a distance of 50.00 feet to a point on the northerly Right-of-Way of Boardman Avenue;

Thence along said northerly Right-of-Way, S 64°15' W a distance of 17.00 feet to the **Point of Beginning**;

Containing 1,033 square feet more or less.

Basis of Bearing per Plat of "Map of Boardmans Addition to Jennings Lodge" (Plat – 0158)

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Andrew A. Reiter

OREGON
JULY 17, 1986
ANDREW A. REITER
2229

EXPIRES: 12/31/2020

(Parcel 1)

PERMANENT EASEMENT FOR CULVERT FACILITIES

A tract of land located in the Southwest one quarter (SW1/4) of Section 18, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, State of Oregon, being a portion of that tract of land recorded as Document No. 1990-036906, Clackamas County Deed Records, as shown on Exhibit "B" attached hereto and by this reference made a part hereof, more particularly described as follows;

Commencing at the intersection with the westerly boundary line of that parcel of land as described Deed Document 1990-036906, also being the westerly boundary line of Lot 21 of "Map of Boardmans Addition to Jennings Lodge", and the southerly Right-of-Way line of Boardman Avenue (County Rd. No. 1879);

Thence along said southerly Right-of-Way, N 64°15' E a distance of 27.00 feet to the **True Point of Beginning**;

Thence continuing along said southerly Right-of-Way, N 64°15' E a distance of 17.06 feet to a point;

Thence leaving said southerly Right-of-Way, S 75°45' E a distance of 9.80 feet to a point;

Thence S 64°15' W a distance of 17.06 feet to a point;

Thence N 75°45'00" W a distance of 9.80 feet to the **True Point of Beginning**;

Containing 107 square feet more or less.

Basis of Bearing per Plat of "Map of Boardmans Addition to Jennings Lodge" (Plat - 0158)

(Parcel 2)

TEMPORARY CONSTRUCTION EASEMENT

A tract of land located in the Southwest one quarter (SW1/4) of Section 18, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, State of Oregon, being a portion of that tract of land recorded as Document No. 1990-036906, Clackamas County Deed Records, as shown on Exhibit "B" attached hereto and by this reference made a part hereof, more particularly described as follows;

Commencing at the intersection with the westerly boundary line of that parcel of land as described Deed Document 1990-036906, also being the westerly boundary line of Lot 21 of "Map of Boardmans Addition to Jennings Lodge", and the southerly Right-of-Way line of Boardman Avenue (County Rd. No. 1879);

Thence along said southerly Right-of-Way, N 64°15' E a distance of 44.06 feet to the **True Point of Beginning**;

Thence continuing along said southerly Right-of-Way, N 64°15' E a distance of 10.19 feet to a point;

Thence leaving said southerly Right-of-Way, S 66°45'00" E a distance of 40.00 feet to a point;

Thence S 40°00'00" W a distance of 12.50 feet to a point;

Thence N 75°45'00" W a distance of 45.16 feet to a point;

Thence N 64°15'00" W a distance of 17.06 feet to a point;

Thence N 75°45'00" W a distance of 9.80 feet to the **True Point of Beginning**;

Containing 613 square feet more or less.

Basis of Bearing per Plat of "Map of Boardmans Addition to Jennings Lodge" (Plat - 0158)

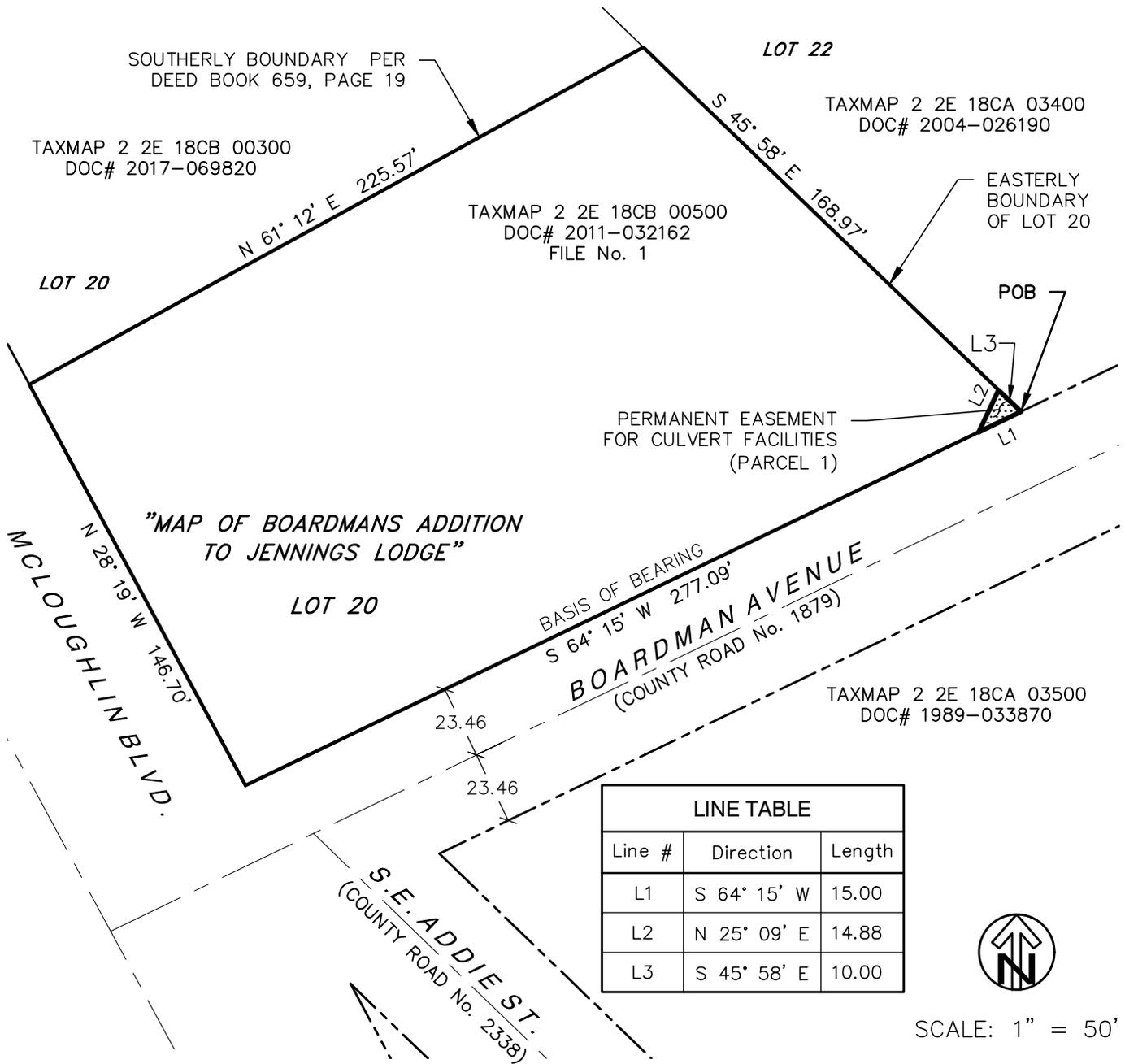
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Andrew Reiter

OREGON
JULY 17, 1986
ANDREW A. REITER
2229

EXPIRES: 12/31/2022

LOCATED IN THE SW 1/4 OF SECTION 18
T. 2 S., R. 2 E., W.M.,
CLACKAMAS COUNTY, OREGON



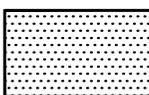
LINE TABLE		
Line #	Direction	Length
L1	S 64° 15' W	15.00
L2	N 25° 09' E	14.88
L3	S 45° 58' E	10.00



SCALE: 1" = 50'

LEGEND

POB POINT OF BEGINNING
DOC# DEED DOCUMENT NUMBER

 PERMANENT EASEMENT FOR CULVERT FACILITIES
AREA = 70 Sq.Ft.±



CLACKAMAS COUNTY

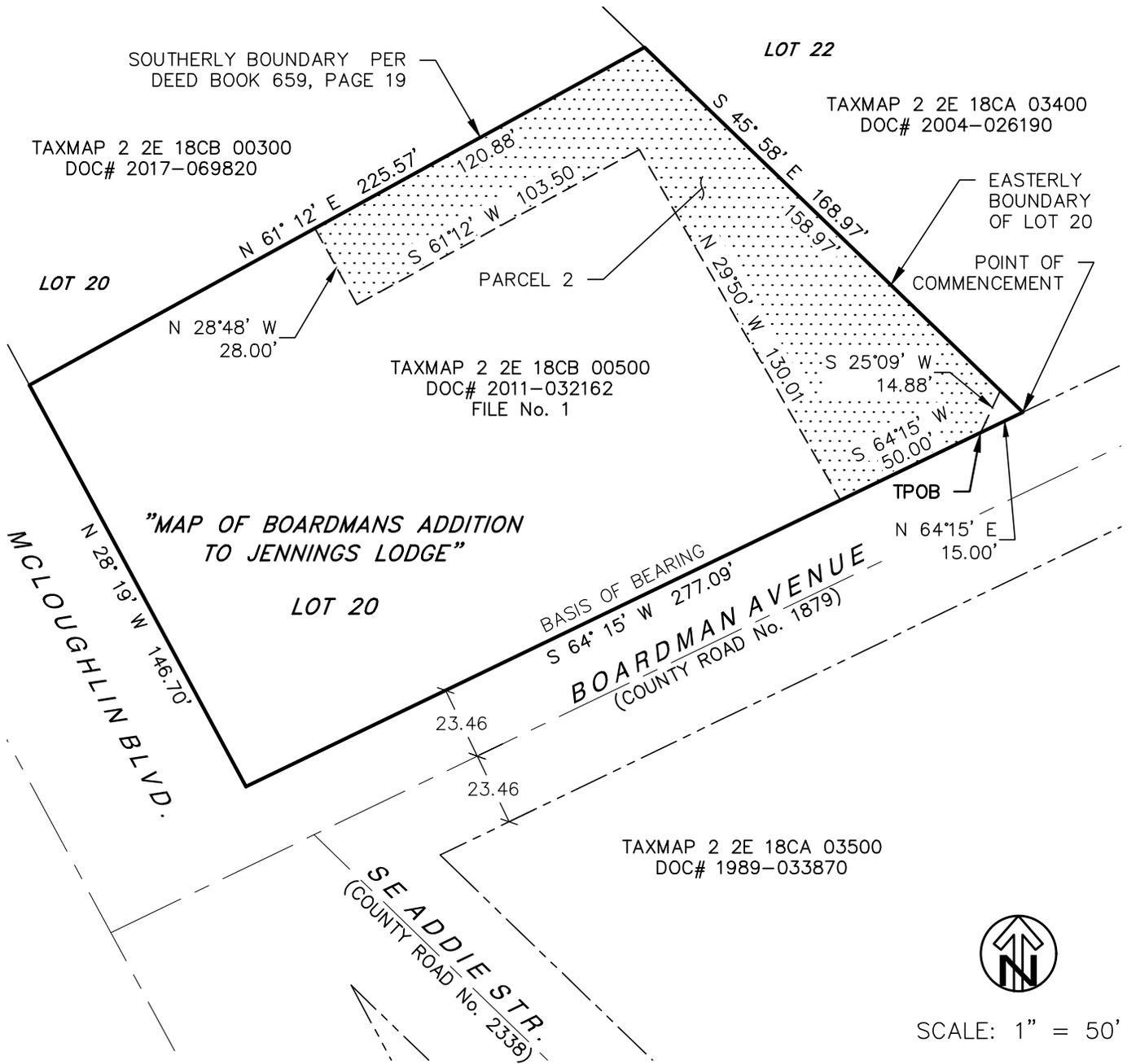
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

EXHIBIT "B-1"
BOARDMAN CREEK PROJECT
FILE NO. 1
PAGE 1 OF 2

PERMANENT EASEMENT FOR CULVERT FACILITIES

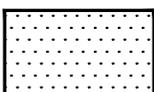
RD. FILE NO. BM18-59	DRAWN BY AAR	DESIGN BY AAR	DATE: 12/21/20
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LOCATED IN THE SW 1/4 OF SECTION 18
T. 2 S., R. 2 E., W.M.,
CLACKAMAS COUNTY, OREGON



LEGEND

TPOB TRUE POINT OF BEGINNING
DOC# DEED DOCUMENT NUMBER



TEMPORARY CONSTRUCTION
EASEMENT
AREA = 9,387 Sq.Ft.±



DEPARTMENT OF
TRANSPORTATION
AND
DEVELOPMENT

EXHIBIT "B-1"
BOARDMAN CREEK PROJECT
FILE NO. 1
PAGE 2 OF 2

**TEMPORARY CONSTRUCTION
EASEMENT**

RD. FILE NO. BM18-59	DRAWN BY AAR	DESIGN BY AAR	DATE: 12/21/20
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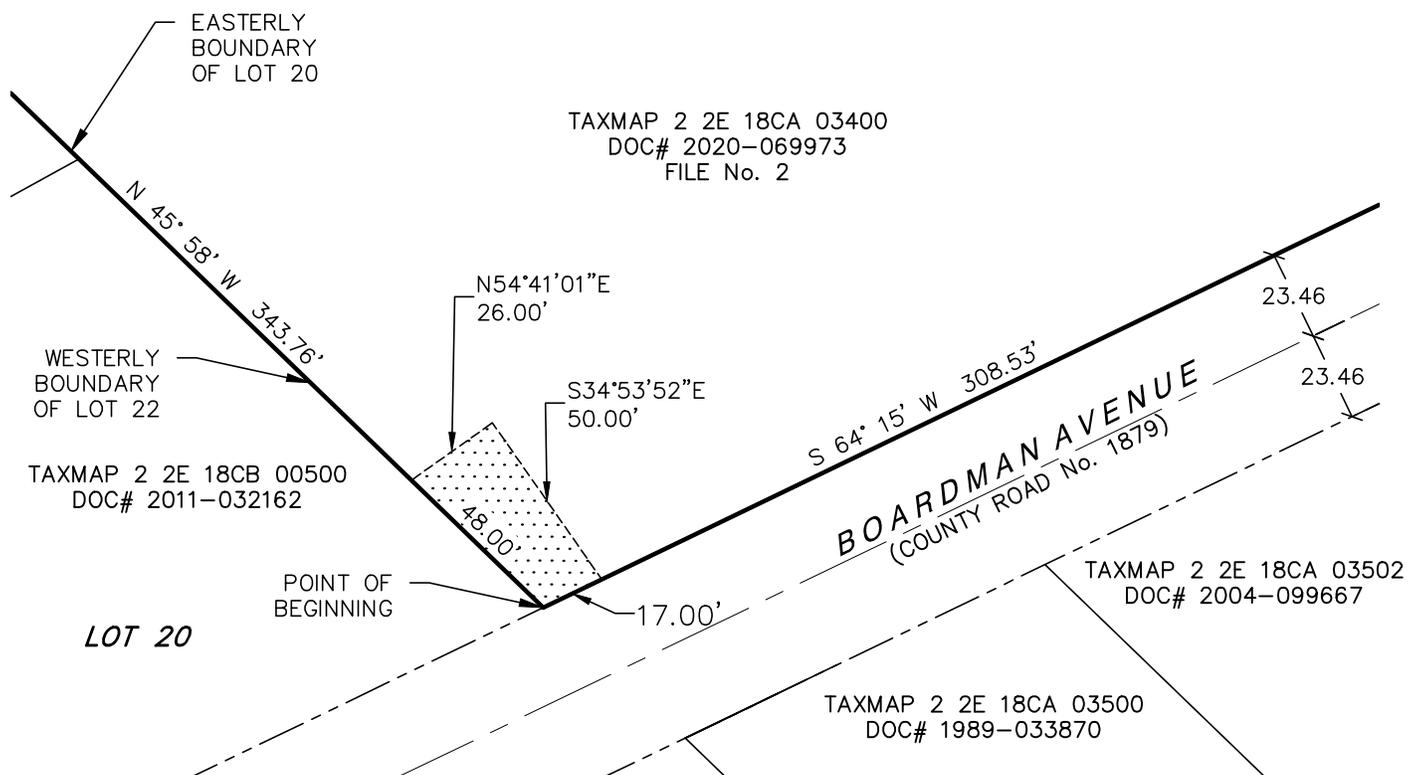
LOCATED IN THE SW 1/4 OF SECTION 18
 T. 2 S., R. 2 E., W.M.,
 CLACKAMAS COUNTY, OREGON



SCALE: 1" = 50'

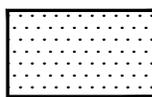
"MAP OF BOARDMANS ADDITION
 TO JENNINGS LODGE"

LOT 22



LEGEND

DOC# DEED DOCUMENT NUMBER

 TEMPORARY CONSTRUCTION EASEMENT
 AREA = 1,033 Sq.Ft.±

 CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT	EXHIBIT "B-2" BOARDMAN CREEK PROJECT FILE NO. 2 PAGE 1 OF 1			
	TEMPORARY CONSTRUCTION EASEMENT			
RD. FILE NO. RM18-59	DRAWN BY AAR	DESIGN BY AAR	DATE: 12/16/20	

LOCATED IN THE SW 1/4 OF SECTION 18
T. 2 S., R. 2 E., W.M.,
CLACKAMAS COUNTY, OREGON

LINE TABLE		
Line #	Direction	Length
L4	N 64° 15' E	17.06
L5	S 75° 45' E	9.80
L6	S 64° 15' W	17.06
L7	N 75° 45' W	9.80

TAXMAP 2 2E 18CA 03400
DOC# 2004-026190

TAXMAP 2 2E 18CB 00500
DOC# 2011-032162

TAXMAP 2 2E 18CA 03502
DOC# 2004-099667

BOARDMAN AVENUE
(COUNTY ROAD No. 1879)

BASIS OF BEARING

POINT OF COMMENCEMENT

TAXMAP 2 2E 18CA 03500
DOC# 1989-033870

TAXMAP 2 2E 18CA 03500
DOC# 1990-036906
File No. 3

"MAP OF BOARDMANS ADDITION
TO JENNINGS LODGE"

LOT 19

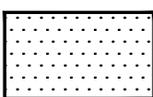
WESTERLY BOUNDARY
OF DEED DOCUMENT
1980-002714 AND
WESTERLY BOUNDARY
OF LOT 21



SCALE: 1" = 50'

LEGEND

TPOB TRUE POINT OF BEGINNING
DOC# DEED DOCUMENT NUMBER

 PERMANENT EASEMENT FOR
CULVERT FACILITIES
AREA = 107 Sq.Ft.±



DEPARTMENT OF
TRANSPORTATION
AND
DEVELOPMENT

EXHIBIT "B-3"
BOARDMAN CREEK PROJECT
FILE NO. 3
PAGE 1 OF 2

PERMANENT EASEMENT
FOR CULVERT FACILITIES

RD. FILE NO. RM18-59	DRAWN BY AAR	DESIGN BY AAR	DATE: 12/21/20
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LOCATED IN THE SW 1/4 OF SECTION 18
T. 2 S., R. 2 E., W.M.,
CLACKAMAS COUNTY, OREGON

LINE TABLE		
Line #	Direction	Length
L8	N 64° 15' E	10.19
L9	S 66° 45' E	40.00
L10	S 40° 00' W	12.50
L11	N 75° 45' W	45.16
L12	N 64° 15' E	17.06
L13	N 75° 45' W	9.80

TAXMAP 2 2E 18CA 03400
DOC# 2004-026190

TAXMAP 2 2E 18CB 00500
DOC# 2011-032162

TAXMAP 2 2E 18CA 03502
DOC# 2004-099667

TAXMAP 2 2E 18CA 03500
DOC# 1990-036906
FILE No. 3

TAXMAP 2 2E 18CA 03500
DOC# 1989-033870

"MAP OF BOARDMANS ADDITION
TO JENNINGS LODGE"

LOT 19

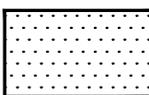
WESTERLY BOUNDARY
OF DEED DOCUMENT
1980-002714 AND
WESTERLY BOUNDARY
OF LOT21



SCALE: 1" = 50'

LEGEND

TPOB TRUE POINT OF BEGINNING
DOC# DEED DOCUMENT NUMBER

 TEMPORARY CONSTRUCTION
EASEMENT
AREA = 613 Sq.Ft.±



DEPARTMENT OF
TRANSPORTATION
AND
DEVELOPMENT

EXHIBIT "B-3"
BOARDMAN CREEK PROJECT
FILE NO. 3
PAGE 2 OF 2

TEMPORARY CONSTRUCTION
EASEMENT

RD. FILE NO. RM18-59	DRAWN BY AAR	DESIGN BY AAR	DATE: 12/21/20
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DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 22, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County and the City of Canby to Transfer Permitting Authority and Maintenance Responsibility for of Portions N. Locust Street (County Road #1782, DTD #31077, N. Maple Street (County Road #2579, DTD #31029) and S. Redwood Street (County Road #0277, DTD #41023 to the City

Purpose/Outcomes	Transfers permitting authority and maintenance responsibility for construction on portions of N. Locust Street, N. Maple Street and S. Redwood Street to the City of Canby.
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and materials related to the permitting, maintenance and oversight of this roadway and a onetime payment of \$348,523, which represents the cost of a 2" asphalt overlay, one area of pre-overlay preparation and ADA improvements along the portions being transferred.
Funding Source	Community Road Fund
Duration	Upon execution; permanent
Previous Board Action	April 13, 2021: Discussion item at issues
Strategic Plan Alignment	1. This transfer will directly align with our departments Business Plan goal of completing jurisdictional transfer of roads to cities. 2. The cost savings realized by this transfer will allow transparency for the budget.
Counsel Review	1. Date of Counsel review: March 04, 2021 2. NB
Procurement Review	Was this item processed through Procurement? No This item is an IGA related to a transfer of Jurisdiction
Contact Person	Michael Bays, Survey Cadd Supervisor; 503-742-46667

Clackamas County currently has jurisdiction, including permitting authority, enforcement of road standards and maintenance responsibility of N. Locust Street, N. Maple Street and S. Redwood Street. This intergovernmental agreement addresses transferring rights and duties as "road authority," including permitting authority, development of road standards, and maintenance responsibility to the City for portions of N. Locust Street, N. Maple Street and S. Redwood Street. This Transfer was vetted though the Clackamas County Coordinating Committee in early 2020 and will be the first transfer under the Community Road Fund's Strategic Investment Fund.

Transferring the rights and duties as road authority for these portions of N. Locust Street, N. Maple Street and S. Redwood Street to the City of Canby will eliminate confusion and improve efficiencies of maintenance and public service. The City will perform all construction and reconstruction; improvement or repair and maintenance; review and issuance of access permits; establishment of roadway standards; acquisition of right of way; storm water and drainage facility repair and maintenance; and review and issuance of street opening permits. The County will retain official jurisdiction of these portions of the roadways until such time as jurisdictional transfer as outlined in this agreement with the County has been completed.

RECOMMENDATION:

Staff respectfully recommends that the Board approve this Intergovernmental Agreement with the City of Canby to transfer rights and duties as road authority for portions of N. Locust Street, N. Maple Street and S. Redwood Street to the City.

Respectfully submitted,

Michael Bays

Michael Bays, Survey Cadd Supervisor
Attachments: IGA, Exhibits

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY AND
CLACKAMAS COUNTY RELATED TO THE TRANSFER OF A PORTION OF N.
LOCUST STREET, N. MAPLE STREET AND S. REDWOOD STREET**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Canby (“CITY”), a municipal corporation of the State of Oregon, and Clackamas County (“COUNTY”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “PARTIES” and each a “PARTY.”

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, the portions of N. Locust Street, N. Maple Street and S. Redwood Street subject to this Agreement are located entirely within the boundaries of the City and are County Roads, as defined in ORS 368.001 (“N. Locust Street, N. Maple Street and S. Redwood Street”);

WHEREAS, N. Locust Street, N. Maple Street and S. Redwood Street are depicted in Exhibits “B-1, B-2 and B-3”, and more particularly described in Exhibits “A-1, A-2 and A-3”, all of which are attached hereto and incorporated herein;

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of N. Locust Street, N. Maple Street and S. Redwood Street;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over any county roads within a city to that city, and the Parties desire to pursue a transfer of jurisdiction of N. Locust Street, N. Maple Street and S. Redwood Street pursuant to the terms of this Agreement; and

WHEREAS, the Parties agree that N. Locust Street, N. Maple Street and S. Redwood Street should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of the full transfer pursuant to ORS 373.270.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire automatically at the time the City assumes jurisdiction of N. Locust Street, N. Maple Street and S. Redwood Street pursuant to ORS 373.270, and the County has paid the amount of money set forth herein.

2. **Transfer of Authority.**
 - A. Responsibility for Road Authority activities (as outlined in Section 3) for N. Locust Street, N. Maple Street and S. Redwood Street shall be surrendered to the City pursuant to the terms and conditions of this Agreement. The only portions of N. Locust Street, N. Maple Street and S. Redwood Street subject to this Agreement measures approximately 1,823 feet and 85,569 square feet in area, 1,132 feet and 52,988 square feet in area and 1,354 feet and 87,938 square feet in area, respectively, as more particularly depicted on Exhibit “B-1, B-2 and B-3”, and more specifically described on Exhibit “A-1, A-2 and A-3”.
 - B. To facilitate the performance of responsibilities under this Agreement, the City hereby accepts responsibility for Road Authority activities (as outlined in Section 3) for N. Locust Street, N. Maple Street and S. Redwood Street, as described herein.
 - C. The City shall be solely responsible for all costs associated with the Road Authority activities assumed by the City as set forth in this Agreement.
3. **Road Authority Obligations.** For purposes of this Agreement, the Road Authority activities include those activities the City deems necessary in accordance with City standards, including but not necessarily limited to, the following:
 - A. Construction and reconstruction (including capital improvements);
 - B. Improvement or repair, and maintenance;
 - C. Maintenance and repair of related facilities within the roadway, including but not limited to storm water drainage facilities, traffic control devices, street lights and roadside barriers;
 - D. Timely repair or mitigation of known hazards to the road users;
 - E. Issuance of permits for work or the establishment of roadway standards on N. Locust Street, N. Maple Street and S. Redwood Street; and
 - F. All other responsibilities the County may have under ORS 368 with regards to N. Locust Street, N. Maple Street and S. Redwood Street which may be assumed by the City under state law.
4. **Maintenance Standard.** Any maintenance on N. Locust Street, N. Maple Street and S. Redwood Street required by this Agreement shall be carried out in a manner that is similar to other roads with similar features, function, and characteristics under the City’s jurisdiction.
5. **County Responsibilities.**
 - A. The County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over N. Locust Street, N. Maple Street and S. Redwood Street

- B. The County shall provide to the City the sum of \$348,523, which is equivalent to the cost of the following improvement: a 2-inch asphalt overlay, one area of pre-overlay preparation and ADA ramp improvements on the portions of N. Locust Street (\$126,482), N. Maple Street (\$95,583) and S. Redwood Street (\$126,458) identified in the exhibits attached to this Agreement. The sum of \$330,523 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over N. Locust Street, N. Maple Street and S. Redwood Street is surrendered by the County and accepted by the City as described below.

6. City Responsibilities.

- A. After the County has initiated the process to transfer jurisdiction of N. Locust Street, N. Maple Street and S. Redwood Street, the City shall carry out any additional procedures necessary, as set forth in ORS 373.270, for purposes of finalizing the transfer. The City shall not unreasonably delay or withhold its consent to the transfer of N. Locust Street, N. Maple Street and S. Redwood Street, and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over N. Locust Street, N. Maple Street and S. Redwood Street
- B. The City agrees to assume full and absolute jurisdiction over the portion of N. Locust Street, N. Maple Street and S. Redwood Street identified in the exhibits attached to this Agreement, if the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfer described herein.

7. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

9. **General Provisions**

- A. **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.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three

years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.

L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY

CITY OF CANBY

Chair

Mayor

Date

Date

Recording Secretary

Recording Secretary



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 22, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County and the City of Canby to Transfer Permitting Authority and Maintenance Responsibility for Portions of N. Maple Street (County Road #2579, DTD #31029) and N. Redwood Street (County Road #2163, DTD #31017) to the City

Purpose/Outcomes	Transfers permitting authority and maintenance responsibility for construction on portions of N. Maple Street and N. Redwood Street to the City of Canby.
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and materials related to the permitting, maintenance and oversight of this roadway and a onetime payment of \$433,342, which represents the cost of a 2" asphalt overlay and ADA improvements along that portions being transferred.
Funding Source	Community Road Fund
Duration	Upon execution; permanent
Previous Board Action	April 13, 2021: Discussion item at issues
Strategic Plan Alignment	1. This transfer will directly align with our departments Business Plan goal of completing jurisdictional transfer of roads to cities. 2. The cost savings realized by this transfer will allow transparency for the budget.
Counsel Review	1. Date of Counsel review: March 4, 2021 2. NB
Procurement Review	Was this item processed through Procurement? No This item is an IGA related to a transfer of Jurisdiction
Contact Person	Michael Bays, Survey Cadd Supervisor; 503-742-4667

Clackamas County currently has jurisdiction, including permitting authority, enforcement of road standards and maintenance responsibility of N. Maple Street and N. Redwood Street. This intergovernmental agreement addresses transferring rights and duties as "road authority," including permitting authority, development of road standards, and maintenance responsibility to the City for portions of N. Maple Street and N. Redwood Street. This Transfer was vetted though

the Clackamas County Coordinating Committee in early 2020 and will be the first transfer under the Community Road Fund's Strategic Investment Fund.

Transferring the rights and duties as road authority for these portions of N. Maple Street and N. Redwood Street to the City of Canby will eliminate confusion and improve efficiencies of maintenance and public service. The City will perform all construction and reconstruction; improvement or repair and maintenance; review and issuance of access permits; establishment of roadway standards; acquisition of right of way; storm water and drainage facility repair and maintenance; and review and issuance of street opening permits. The County will retain official jurisdiction of this portion of the roadway until such time as the roads are annexed into city limits and the County and the City of Canby can complete a transfer of jurisdiction of these portions of roadway as set forth in this Intergovernmental Agreement.

RECOMMENDATION:

Staff respectfully recommends that the Board approve this Intergovernmental Agreement with the City of Canby to transfer rights and duties as road authority for portions of N. Maple Street and N. Redwood Street to the City.

Respectfully submitted,

Michael Bays

Michael Bays, Survey Cadd Supervisor
Attachments: IGA, Exhibits

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY AND
CLACKAMAS COUNTY RELATED TO ROAD MAINTENANCE AND PERMITTING
AUTHORITY ON A PORTION OF NORTH MAPLE STREET AND NORTH
REDWOOD STREET**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Canby (“CITY”), a municipal corporation, and Clackamas County (“COUNTY”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “PARITES” and each a “PARTY.”

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform, including the authority to perform as the “Road Authority” related to maintenance and permitting responsibilities for roads;

WHEREAS, portions of North Maple Street and North Redwood Street are County Roads, as defined in ORS 368.001, lying partially outside, but adjacent to the boundaries of the City.

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of a portion of North Maple Street, measuring approximately 2,020 feet and 113,670 square feet in area, and a portion of North Redwood Street, measuring approximately 2,298 feet and 161,147 square feet in area as more particularly depicted on Exhibits “B-1 and B-2” and which are attached hereto and incorporated herein (“North Maple Street and North Redwood Street”).

WHEREAS, transfer of responsibility with regards to North Maple Street and North Redwood Street will lead to efficient and consistent road maintenance activities and reduce any confusion on the part of the public as to which Party is responsible for the condition and maintenance of North Maple Street and North Redwood Street, which primarily serves the residents of the City;

WHEREAS, the Parties agree that each will consider the full transfer of jurisdiction of North Maple Street and North Redwood Street to the City once North Maple Street and North Redwood Street are entirely annexed into the City’s boundary, and that this Agreement will no longer be necessary if North Maple Street and North Redwood Street are completely annexed into the City; and

WHEREAS, it is the intent of the Parties that the County transfer as much of its responsibility under ORS 368 with regards to North Maple Street and North Redwood Street as may be allowed under state law in order to grant the City control of North Maple Street and

North Redwood Street prior to the annexation and potential jurisdictional transfer of North Maple Street and North Redwood Street.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution. This Agreement shall expire automatically at the time North Maple Street and North Redwood Street are annexed into the City and the City assumes jurisdiction of North Maple Street and North Redwood Street pursuant to ORS 368 and ORS 373.
2. **Transfer of Authority.**
 - A. Responsibility for Road Authority activities (as outlined in Section 3) for North Maple Street and North Redwood Street shall be surrendered to the City pursuant to the terms and conditions of this Agreement. The only portion of North Maple Street and North Redwood Street subject to this Agreement measures approximately 2,020 feet and 113,670 square feet in area and 2,298 feet and 161,147 square feet in area, respectively, as more particularly depicted on Exhibit “B-1, and B-2”, and more specifically described on Exhibit “A-1 and A-2”.
 - B. To facilitate the performance of responsibilities under this Agreement, the City hereby accepts responsibility for Road Authority activities (as outlined in Section 3) for North Maple Street and North Redwood Street, as described herein.
 - C. The City shall be solely responsible for all costs associated with the Road Authority activities assumed by the City as set forth in this Agreement.
3. **Road Authority Obligations.** For purposes of this Agreement, the Road Authority activities include those activities the City deems necessary in accordance with City standards, including but not necessarily limited to, the following:
 - A. Construction and reconstruction (including capital improvements);
 - B. Improvement or repair, and maintenance;
 - C. Maintenance and repair of related facilities within the roadway, including but not limited to storm water drainage facilities, traffic control devices, street lights and roadside barriers;
 - D. Timely repair or mitigation of known hazards to the road users;
 - E. Issuance of permits for work or the establishment of roadway standards on North Maple Street and North Redwood Street; and

- F. All other responsibilities the County may have under ORS 368 with regards to North Maple Street and North Redwood Street which may be assumed by the City under state law.
4. **Maintenance Standard.** Any maintenance on North Maple Street and North Redwood Street required by this Agreement shall be carried out in a manner that is similar to other roads with similar features, function, and characteristics under the City's jurisdiction.
5. **County Responsibilities.**
- A. After such time that North Maple Street and North Redwood Street have been annexed into the City, the County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over North Maple Street and North Redwood Street.
- B. The County shall provide to the City the sum of \$433,342, which is equivalent to the cost of the following improvement: a 2-inch asphalt overlay on the portions of North Maple Street (\$124,508) and North Redwood Street (\$303,834) identified in the exhibits attached to this Agreement. The sum of \$433,342 identified in this paragraph shall be payable to the City within 60 days of the effective date of this Agreement.
6. **City Responsibilities.**
- A. After the County has initiated the process to transfer jurisdiction of North Maple Street and North Redwood Street, the City shall carry out any additional procedures necessary, as set forth in ORS 373.270, for purposes of finalizing the transfer. The County may initiate separate processes to transfer jurisdiction of North Maple Street and North Redwood Street, or may process the jurisdictional transfer of the roads together. The City shall not unreasonably delay or withhold its consent to the transfer of North Maple Street or North Redwood Street., and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the City or County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over North Maple Street or North Redwood Street.
- B. The City agrees to assume full and absolute jurisdiction over the portion of North Maple Street and North Redwood Street identified in the exhibits attached to this Agreement, if the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfer described herein.
7. **Termination.**
- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- C. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

8. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

9. **General Provisions**

- A. **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.

- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent

upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.

- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.

- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY

CITY OF CANBY

Chair

City Manager

Date

Date

Recording Secretary

Recording Secretary

Exhibit "A-1"

N. Maple Street Transfer of Jurisdiction (North of NE Territorial Rd.)

Clackamas County to City of Canby

Description

All that portion of N. Maple Street, County Road No. 2579, Department of Transportation and Development maintenance No. 31029; Situated in the NE 1/4 and the SE 1/4 of Section 28, T. 3 S., R 1 E., W.M. as shown in Exhibit "B", attached hereto, lying south of the Northerly boundary line of Tax Lot 31E28A 00402, as described in Document No. 2002-093016, Clackamas County deed records (mile point 0.09) and lying North of the Southerly Lot Line of Lot 50 of "Country Club Estates" subdivision, as recorded in Clackamas County records, also lying north of the northerly Right-of-Way of Territorial Road (mile post 0.48), being approximately 2,020 feet long.

Contain 113,670 square feet, more or less.

Exhibit "A-2"

N. Redwood Street Transfer of Jurisdiction (South of NE Territorial Rd.)

Clackamas County to City of Canby

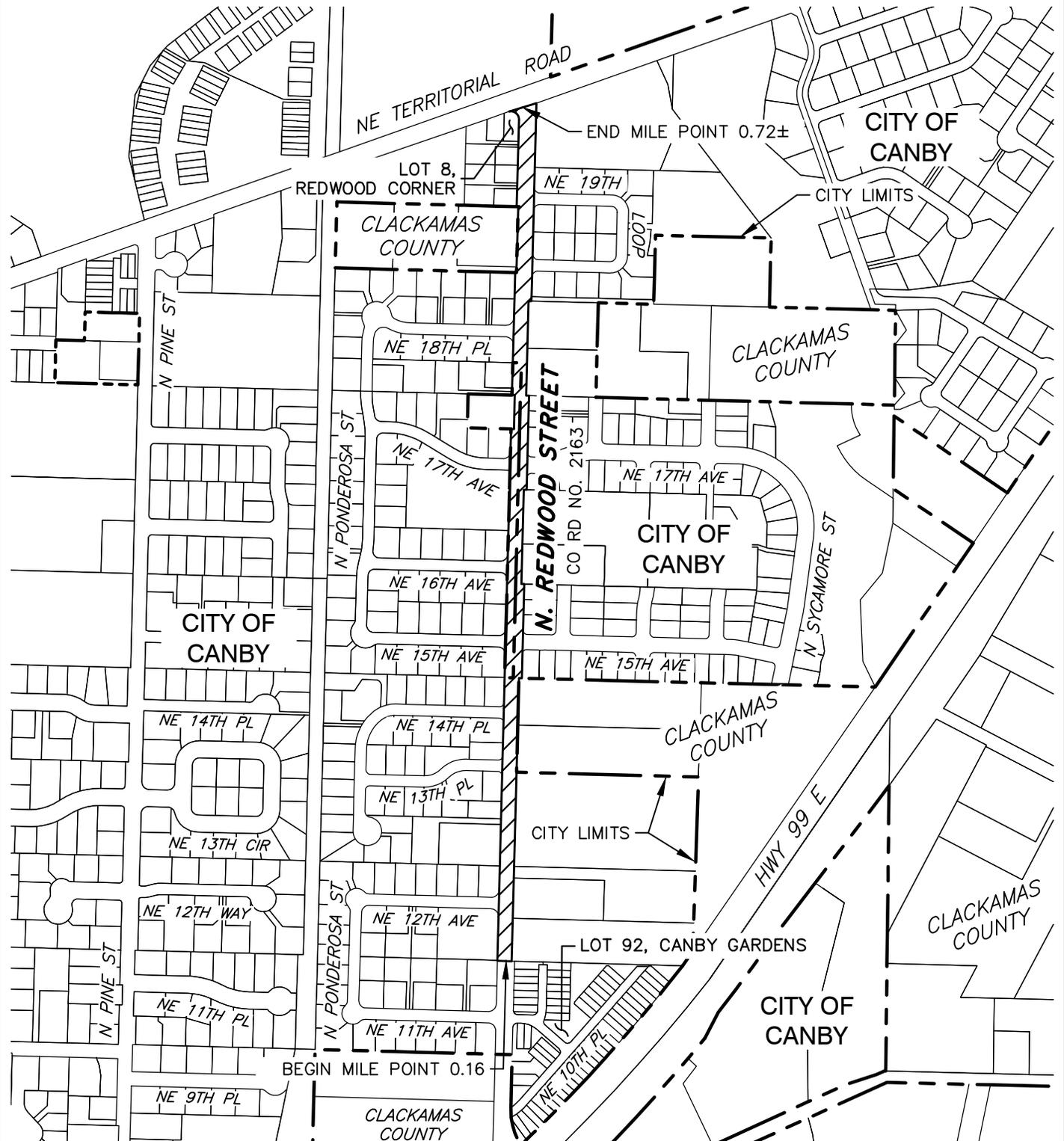
Description

All that portion of N. Redwood Street, County Road No. 2163, Department of Transportation and Development maintenance No. 31017; Situated in the SW 1/4 of Section 27 and the NW 1/4 of Section 34, T. 3 S., R 1 E., W.M. as shown in Exhibit "B", attached hereto, lying south of and between, Mile Point 0.16 being the north Lot Line of Lot 92 of "Canby Gardens" Plat No. 0230 Clackamas County Plat Records and Mile Point 0.72, more or less, being the north Lot Line of Lot 8 of "Redwood Corner" Plat No. 3698 Clackamas County Plat Records, being 2,298 feet long more or less.

Containing 161,147 square feet, more or less.

EXHIBIT "B-2"

1' = 500'



LOCATED IN THE SW 1/4 OF SECTION 27,
AND THE NW 1/4 OF SECTION 34,
T. 3 S., R. 1 E., W.M.
CLACKAMAS COUNTY, OREGON

 TRANSFERED ROAD

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



02/25/2021 A. REITER
JURISDICTIONAL TRANSFER
S. REDWOOD STREET
COUNTY ROAD NO. 2163

SHEET
1 OF 1



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 22, 2021

Board of Commissioners
Clackamas County

Members of the Board:

A Board Order Adopting the Vacation of a Portion of Deer Park Road

Purpose/Outcomes	Vacates a Portion of Deer Park Road
Dollar Amount and Fiscal Impact	Application and processing fee received.
Funding Source	N/A
Duration	Upon execution; permanent vacation.
Previous Board Action	4/13/21: Discussion item at issues
Strategic Plan Alignment	Grow a Vibrant Economy
Procurement Review	This item was not processed through Procurement. This is a Petition for a Road Vacation.
Counsel Review	Reviewed and approved by County Counsel on 4/7/21, NB
Contact Person	Doug Cutshall, Engineering Technician 503-742-4669

BACKGROUND

Deer Park Road, a Non-Maintained Local Access Road was dedicated to the public through the Map of Deer Park, April 5, 1910, located in Welches, a small community lying south of Highway 26. The petitioners wish to vacate the portion of Deer Park Road that lies north of their property. Although the plat of Deer Park shows Deer Park Road ending at the Salmon River it does not now. The alluvial accretion has been purchased and is private property preventing public access to the river. This portion of Deer Park Road right of way is being used as a driveway to access the petitioner's property.

The portion to be vacated contains approximately 1,270 square feet, being an unconstructed right-of-way that serves no public need and is not a benefit to the traveling public. Vacating this portion of road right of way will not affect area traffic flow or deprive public access to adjoining properties.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Clackamas County Department of Transportation Maintenance, Engineering, Planning, Traffic Divisions, and all local utility companies, have been contacted and do not have any objections to this vacation.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of this portion of Deer Park Road right of way.

Sincerely,

Doug Cutshall

Douglas Cutshall

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

In the matter of the Vacation of
A portion of Deer Park Road,
A Local Access Road, situated
In Section 9, T.3 S., R.7 E., W.M.
Clackamas County, Oregon



Board Order No. _____
Page 1 of 1

This matter coming before the Board of County Commissioners at this time and appearing to the Board that in accordance with ORS 368.341 and pursuant to ORS 368.346, a petition has been filed with the determined fee, and a written report finding this vacation to be in the public interest from the County Road Official, Dan Johnson, Director, have been submitted in the matter of the vacation of a portion of Deer Park Road, a Non-Maintained Local Access Road, described as follows:

All of that portion of Deer Park Road (Union Avenue (p)), depicted on attached Exhibit "A" and, by this reference a part of this description, in Deer Park, Plat Number 246, Clackamas County Plat Records, situated in the northwest ¼ of Section 9, T.3 S., R.7 E., W.M., Clackamas County, Oregon, lying west of, and between, the southerly extension of the west right of way line of Riverwood Lane (Riverside Drive (p)) of said plat and the easterly property line of that property described in Warranty Deed 1999-84976, to James Samuel, Clackamas County Deed Records.

Whereas the Board having read said petition and report from the County Road Official, have determined the vacation of the above described portion of roadway to be in the public interest; and,

Whereas Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies, have been contacted and do not have any objections to this vacation; now therefore,

IT IS HEREBY ORDERED, that the Board adopts as its own, the findings and conclusions contained in the written report from the County Road Official dated March 5, 2021; and,

IT IS HEREBY ORDERED that the attached described portion of Deer Park Road, containing, 1,273 square feet, more or less, be vacated; and,

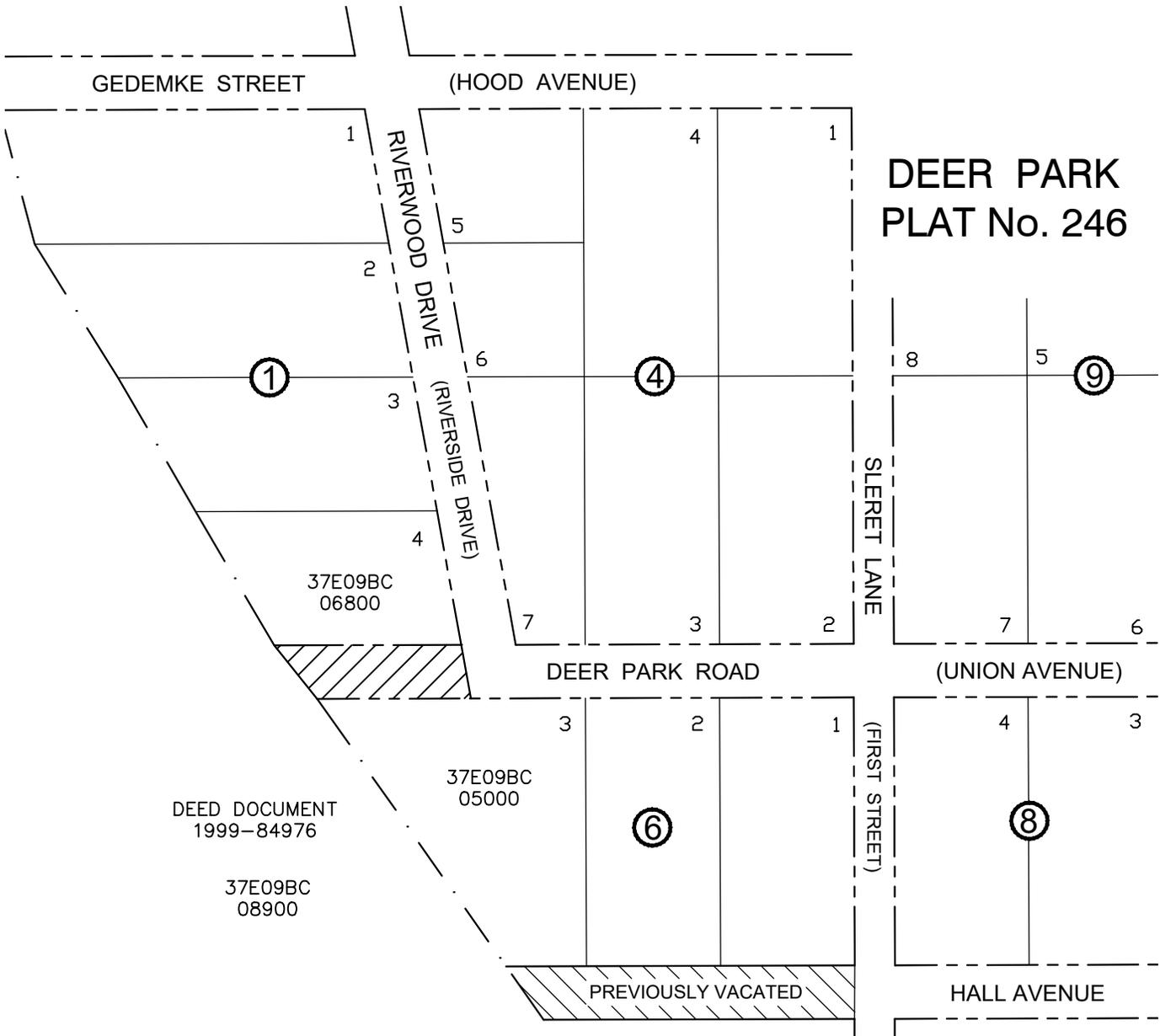
IT IS FURTHER ORDERED, that this Order and attached exhibits be recorded in the Deed Records for Clackamas County and that a copy be filed with the County Surveyor, County Assessor, and Finance Office/Fixed Assets.

ADOPTED this _____ day of _____, 2021
BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SITUATED IN THE NW¹/₄ OF
SECTION 9, T.3 S., R.7 E., W.M.



DEER PARK
PLAT No. 246

LEGEND

 VACATED AREA
1,273 Sq. Ft.



SCALE 1" = 60'



Department of Finance

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #2 with Moss Adams, LLP for
Annual Financial Audit Services

Purpose/Outcome	Annual Financial Audits Required By ORS 297.425
Dollar Amount and Fiscal Impact	Original Contract value was \$1,436,500. Amendment #1 added \$15,000 for a special audit for H3S. Amendment #2 adds one additional year of audit services (FY21) for \$326,200. Total Contract value not to exceed \$1,777,700.
Funding Source	Funded by cost allocation and general funds through the Finance Department budget and other sources of funding for the respective component units of government.
Duration	Extending contract to April 30, 2022
Previous Board Action	6/22/2017 BCC approved the Original Contract 62217III C.3
Strategic Plan Alignment	1. Ensure Financial Transparency and Accountability 2. Builds Public Trust through Good Government
County Counsel Review	Reviewed Date: 04/05/2021; ARN
Procurement Review	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
Contact Person	Christa Bosserman Wolfe, 503-742-5407
Contract No.	#1771

BACKGROUND:

Each year, Clackamas County and its component units of government are required by ORS 297.425 to undergo an annual financial audit and submit the reports to Oregon Secretary of State Audits Division. The County utilized a Request for Proposal process closing March 3, 2016 to select the provider most qualified to provide audit services. From the three (3) responsive bidders, through an evaluation process, Moss Adams, LLP was the one determined to best meet the needs of the County for this project.

If approved by the Board of County Commissioners, this contract amendment extends the contract with Moss Adams, LLP, for one (1) additional year, until April 30, 2022, and increases the total contract value by \$326,200 in order to complete the audits for the year ending June 30, 2021 (FY21). This proposed amendment was discussed and approved by the Audit Committee on March 18, 2021, due to familiarity and expediency to ensure that the audits services are performed on time for FY21.

This document has been reviewed and approved by County Counsel.

PROCUREMENT PROCESS:

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment. Amendment #2 is a 22.7% increase to the original contract.

RECOMMENDATION: Staff respectfully recommends the Board approve Amendment #2 with Moss Adams for the Annual Financial Audit Services.

Sincerely,

Elizabeth Comfort

Elizabeth Comfort
Finance Director

Placed on the BCC Agenda _____ by Procurement and Contract Services

**AMENDMENT #2
TO THE CONTRACT DOCUMENTS WITH MOSS ADAMS, LLP FOR ANNUAL FINANCIAL
AUDIT SERVICE
Contract #1771**

This Amendment #2 is entered into between **Moss Adams, LLP** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **June 22, 2017** (“Contract”).

The Purpose of this Amendment #2 is to make the following changes to the Contract:

1. ARTICLE 1, Section 1, Effective Date and Duration is hereby amended as follows:
The Contract termination date is hereby changed from April 30, 2021 to **April 30, 2022**.

2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
The County is requesting Contractor to perform one additional year of financial audit Work. This includes financial audit Work for Clackamas County, Clackamas County Development Agency, North Clackamas Parks and Recreation District, Clackamas County Enhanced Law Enforcement Service District, Library District of Clackamas County, Clackamas County Extension and 4-H Service District, Housing Authority of Clackamas County, and Water Environment Services.

3. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
The County is authorizing **\$326,200.00** to complete the financial audit Work. The fee schedule for the additional financial audit Work (described as FYE 2021) is attached as **Exhibit F** and hereby incorporated by reference. The total Contract compensation shall not exceed \$1,777,700.00.

ORIGINAL CONTRACT	\$ 1,436,500.00
AMENDMENT #1	\$ 15,000.00
<u>AMENDMENT #2</u>	<u>\$ 326,200.00</u>
TOTAL AMENDED CONTRACT	\$ 1,777,700.00

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

Moss Adams, LLP

Clackamas County

Ashley Osten 04/05/2021
Authorized Signature Date

Ashley Osten
Printed Name

Chair

Recording Secretary

Date

Approved as to Form:

Andrew Naylor Digitally signed by Andrew Naylor
Date: 2021.04.05 11:11:26 -0700

County Counsel Date

EXHIBIT F
FEE SCHEDULE FOR FYE 2021

AUDIT FEE SCHEDULE FYE 2021

			Year-to-Year	
	FYE 2020	FYE 2021	\$ Fee	% Fee
	Audit Fee	Audit Fee	Change	Change
Comprehensive Annual Financial Report (CAFR) of the County, related management letter, and CAFR drafting assistance	\$ 135,200	\$ 139,000	\$ 3,800	2.81%
Report on Single Audit (fee for 2 major federal programs)	38,700	\$ 39,800	1,100	2.84%
Clackamas County Development Agency component unit Financial Report (CUFR), related management letter, CUFR drafting assistance	22,300	\$ 22,900	600	2.69%
North Clackamas Parks & Recreation District CUFR, related management letter, CUFR drafting assistance	27,100	\$ 27,900	800	2.95%
Clackamas County Service District #5, (Lighting District)	3,700	\$ 3,800	100	2.70%
Clackamas County Enhanced Law Enforcement Service District	3,700	\$ 3,800	100	2.70%
Library District of Clackamas County	3,700	\$ 3,800	100	2.70%
Clackamas County Extension and 4-H Service District	3,700	\$ 3,800	100	2.70%
Housing Authority of Clackamas County and related management letter	48,000	\$ 49,400	1,400	2.92%
Water Environment Services CUFR & related management letter	31,100	\$ 32,000	900	2.89%
TOTAL FEE	\$ 317,200	\$ 326,200	\$ 9,000	2.84%



DAN JOHNSON
DIRECTOR

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

April 22, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Partner with Molalla River Watch in Applying for an Oregon
Watershed Enhancement Board Grant for the Replacement of the
Woodcock Creek (Grimm Rd) Bridge #06267

Purpose/Outcomes	Approval to partner on an application for an Oregon Watershed Enhancement Board Restoration Grant, approval of the grant lifecycle form, and sign the attached grant support letter.
Dollar Amount and Fiscal Impact	Total estimated construction cost: \$660,000
Funding Source	OWEB Grant: \$330,000 Road Fund Match: \$330,000
Duration	It is expected the grant duration will end October of 2023
Previous Board Action	05/07/2020: BCC Authorization to partner on an application for an Oregon Watershed Enhancement Board Restoration Grant 04/20/2021: Discussion item at issues
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. How does this item align with your department's Strategic Business Plan goals? The grant will fund part of the construction costs to replace an existing bridge that will safely and efficiently connect with goods, services, employment and people. 2. How does this item align with the County's Performance Clackamas goals? The grant will allow for securing adequate funding to replace the existing bridge on Grimm Road over Woodcock Creek.
Counsel Review	This items does not require Counsel Review. Finance has reviewed the lifecycle form
Procurement Review	1. <i>Was the item processed through Procurement?</i> yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
Contact Person	Devin Patterson, Project Manager 503-742-4666

BACKGROUND:

Inspections of the existing Grimm Road Bridge over Woodcock Creek have indicated significant scour and undermining of the existing four-sided box bridge. The bridge is located approximately 1200 feet south of the intersection of Grimm Road and Munson Road in southern Clackamas County. The existing bridge is approximately 50-years old and 28 feet long by 30 feet wide, and is a complete barrier to passage of endangered species throughout much of the year. After discussions with regulatory agency personnel from the U.S. Army Corps of Engineers, Oregon Department of Fish and Wildlife, and National Marine Fisheries Service, Department of Transportation and Development (DTD) staff have selected the construction of a modular bridge as the most appropriate and cost-effective alternative for the replacement. The estimated construction cost of the project is \$660,000.

The Oregon Watershed Enhancement Board (OWEB) has a restoration grant funding opportunity and the funding priorities include the removal or remediation of structures such as roads, culverts, and channels to improve water quality and/or fish habitat of which this project fits appropriately. The OWEB grant requires the application to come from the local watershed council and Molalla River Watch (MRW) is the local council. The project fits MRW's priorities and MRW is willing to submit the application in partnership with the County. The grant requires a minimum 25 percent match, however, MRW and DTD staff believe the grant application will be more competitive with a 50 percent match. Therefore, DTD staff are proposing a funding request of \$330,000 with a similar County Road Fund match.

An OWEB Restoration grant was applied for in July of 2020 and the project was recommended for funding by the OWEB Review Team. Unfortunately, there were not sufficient funds to cover all recommended projects, so OWEB staff were ultimately not able to provide funding. In a follow-up meeting, OWEB staff recognized the value of the project and encouraged the MRW and Clackamas County to continue to apply for grant funding.

RECOMMENDATION:

Staff respectfully requests approval to partner with Molalla River Watch in applying for an Oregon Watershed Enhancement Board grant, approval of the grant lifecycle form, and the Board of County Commissioner's Chair signature on the attached letter of support.

Respectfully submitted,

Devin Patterson

Devin Patterson, Project Manager
Department of Transportation and Development

Attachments: Grant lifecycle form
BCC Letter of Support



DAN JOHNSON
DIRECTOR

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

April 22, 2021

Oregon Watershed Enhancement Board
775 Summer Street NE, Suite 360
Salem, Oregon 97301-1290

RE: Support of the OWEB Restoration Grant Application for Woodcock Creek at Grimm Road Fish Passage Improvement Project Submitted by the Molalla River Watch (MRW)

To whom it may concern:

This letter is in strong support of MRW's grant proposal to improve fish passage through an undersized four-sided box bridge on Woodcock Creek at Grimm Road. On behalf of Clackamas County and as a partner with long-term interest in the restoration and protection of our local natural resources, the County lends our support and interest in working with the MRW on this project.

This project will develop a long-term solution related to a fish-passage barrier on Woodcock Creek and would provide approximately 11 additional miles of upstream habitat to aquatic species. The existing County-maintained box bridge is undersized for purposes of water conveyance and has a concrete bottom which is perched approximately sixteen inches on the outfall, making it a barrier to most or all aquatic species including ESA-listed Coho, Chinook and Winter Steelhead.

Clackamas County has a long-term, invested interest in the restoration and protection of our local natural resources, and we continue our commitment to the enhancement and recovery of ESA-listed species County-wide, including those within the Molalla River Basin. Therefore, we encourage OWEB and its reviewers to favorably consider the grant application for this project proposed for Woodcock Creek at Grimm Road.

Sincerely,

Tootie Smith,
Chair, Board of County Commissioners

Financial Assistance Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: _____

Application for: Subrecipient Assistance Direct Assistance
Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only
If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: _____

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): _____

Requestor Contact Information: _____

Department Fiscal Representative: _____

Program Name or Number (please specify): _____

Brief Description of Project: _____

Name of Funding Agency: _____

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

OR

Application Packet Attached: Yes No

Completed By: _____ Date: _____

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

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

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

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

Mission/Purpose:

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

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

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

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

Organizational Capacity:

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

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

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

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

Collaboration

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

Reporting Requirements

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

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

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

Fiscal

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

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

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

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

Program Approval:

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

Section IV: Approvals

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

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

FINANCE ADMINISTRATION		
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved:	Denied:
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
 Department: keep original with your grant file.**



Elizabeth Comfort
Finance Director

Department of Finance

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

April 22, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 with Oregon Emergency Management
FEMA 4499-DR-OR FEMA-State Agreement for the Coronavirus Disease

Purpose/Outcome	Approval to add section 5.1 to the original contract agreement and accept the change in Federal Cost Sharing from 75% to 100% for the duration of this amendment. 5.1 100 Percent Federal Cost Share through September 30, 2021 Notwithstanding the above, FEMA shall provide a 100 percent Federal cost share for all work eligible for assistance under Public Assistance Category B, pursuant to sections 403 (42 U.S.C. 5170b), 502 (42 U.S.C. 5192), and 503 (42 U.S.C. 5193) of the Stafford Act, performed from January 20, 2020, through September 30, 2021. For any eligible work performed after September 30, 2021, FEMA's federal cost share shall be 75 percent as set forth in Section 5.0 in the original grant agreement.
Dollar Amount and Fiscal Impact	COVID-19 is ongoing; the dollar amount/fiscal impact is unknown at this time
Funding Source	Federal funding provided by FEMA and is administered by Oregon Emergency Management (OEM)
Duration	Original Contract Effective January 20, 2020, and continuing. Amendment No. 1 Effective January 20, 2020 through September 30, 2021
Previous Board Action	Approval to accept FEMA State Agreement 4499-DR-OR 2020 on May 14, 2020
Strategic Plan Alignment	N/A
County Counsel Review	Reviewed and approved by County Counsel: Andrew Naylor 4/6/2021
Procurement Review	1. Was this item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no 2. If no, provide a brief explanation: Updated agreement does not impact procurement
Contact Person	Christa Bosserman Wolfe, 503-742-5407
Contract No.	N/A

BACKGROUND:

The Federal funding in this agreement is provided by FEMA and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 4499-DR-OR, OEM will provide Clackamas County reimbursement for eligible costs and activities necessary for emergency protective measures taken in

response to the COVID-19 emergency during the period of January 20, 2020, and continuing. In the original grant agreement with OEM, FEMA agreed to a 75% Federal cost share of eligible costs, with a cost sharing (match) of 25% of eligible costs by the County.

On March 25, 2021 the County received a grant amendment request from OEM. This is the first amendment to the original agreement, 4499-DR-OR 2020. This amendment adds sub-section 5.1, under section 5.0, Funding.

Sub-section 5.1 states FEMA will provide a 100% Federal cost share for all eligible work performed from January 20, 2020 through September 30, 2021. Prior to Amendment No. 1 the County was required to contribute 25% of eligible costs. This amendment is retroactive to the beginning of the original agreement, January 20, 2020. For any eligible work performed after September 30, 2021, FEMA's Federal cost share shall be 75% as set forth in Section 5.0 of the original grant agreement.

Once this grant amendment is signed, Clackamas County Finance will continue working with OEM/FEMA to submit work activities, costs, and supporting documentation for reimbursement. This amendment is an open-ended award amount, and the value will be determined after coordination with FEMA/OEM. OEM has requested Clackamas County return the attached formal contract as soon as possible.

This document has been reviewed and approved by County Counsel.

PROCUREMENT PROCESS:

No procurement review. Updated agreement does not impact procurement.

RECOMMENDATION: Staff respectfully recommends the Board approve Amendment No. 1, adding Section 5.1 to the original grant agreement, and increasing the Federal cost share match from 75% to 100% from January 20, 2020 through September 30, 2021.

Sincerely,



Elizabeth Comfort
Finance Director

STATE OF OREGON
OFFICE OF EMERGENCY MANAGEMENT
INFRASTRUCTURE CONTRACT 4499-DR-OR
AMENDMENT NO. 1

This is Amendment No. 1 (“Amendment”) to the Agreement between the State of Oregon, by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM” and Clackamas County, a political subdivision of the State of Oregon, hereinafter referred to as the “Subrecipient”, effective as of **February 02, 2021**.

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 Contract is hereby amended as follows (unless otherwise indicated, new language is indicated by underlining and deleted language is italicized and bracketed):

a. Section 5.1 is added to the Agreement (after Section 5.0) as follows:

5.1 100 Percent Federal Cost Share through September 30, 2021

Notwithstanding the above, FEMA shall provide a 100 percent Federal cost share for all work eligible for assistance under Public Assistance Category B, pursuant to sections 403 (42 U.S.C. 5170b), 502 (42 U.S.C. 5192), and 503 (42 U.S.C. 5193) of the Stafford Act, performed from January 20, 2020, through September 30, 2021. For any eligible work performed after September 30, 2021, FEMA’s federal cost share shall be 75 percent as set forth in Section 5.0 above.

3. Original Agreement. Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Amendment as of the date and year written below.

Stan E. Thomas,
Alternate Governors Authorized Representative
Office of Emergency Management
Date:

Subrecipient Signature
Printed Name:
Title:
Date:

APPROVED
FOR LEGAL SUFFICIENCY

SUBRECIPIENT - PLEASE PRINT THE
FOLLOWING TO EXPEDITE PROCESSING

NAME
Assistant Attorney General

Federal Tax ID No. (TIN): 93-6002286

DATE:

Organization: Clackamas County

Oregon Emergency Management
P. O. Box 14370
Salem, OR 97309-5062

Address: 2051 Kaen Rd., Oregon City, OR 97045

Phone: 503-742-5428

CFDA: 97-036

FINAL FEMA Staff Report - Amendment No 1

Final Audit Report

2021-04-07

Created:	2021-04-06
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAATDROF60N4cown-BiSD_7UplqA13l6BU1

"FINAL FEMA Staff Report - Amendment No 1" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)
2021-04-06 - 11:50:28 PM GMT- IP address: 73.25.146.220
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature
2021-04-06 - 11:50:53 PM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)
2021-04-07 - 2:10:49 PM GMT- IP address: 73.11.77.31
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)
Signature Date: 2021-04-07 - 2:11:06 PM GMT - Time Source: server- IP address: 73.11.77.31
-  Agreement completed.
2021-04-07 - 2:11:06 PM GMT



OFFICE OF COUNTY COUNSEL

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

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

April 13, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Enter into a License Agreement with Jason and Kristie Boyd to access and board up to two horses at property donated to the County by John and Marilee Wetten.

Purpose/Outcomes	Enter into License Agreement with Jason and Kristie Boyd for county owned property on South May Road
Dollar Amount and Fiscal Impact	It is not anticipated that this License Agreement will have any fiscal impact on Clackamas County
Funding Source	N/A
Duration	Terminable at will
Previous Board Action	The Board accepted real property donation from John and Marilee Wetten with the condition that the County enter a License Agreement with Jason and Kristie Boyd to board horses
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Ensure safe, healthy and secure communities • Honor, utilize, promote and invest in our natural resources
Counsel Review	Yes, SLM
Procurement Review	None Needed
Contact Person	Stephen L. Madkour, County Counsel
Contract No.	N/A

BACKGROUND:

Clackamas residents John and Marilee Wetten owned an undeveloped 12.86 acre parcel of property off of May Road in unincorporated Clackamas County. They had

previously lived at a farm property nearby where they raised their family. John Wetten was a long time educator and later a principal in Gladstone at what is now known as John Wetten Elementary School.

In late 2020, the Wettens approached Clackamas County and inquired about the County's interest in receiving the property to be used in perpetuity for parks purposes. County staff and Commissioner Savas toured the property with John Wetten on November 18, 2020. Presently, the Wettens allow a neighbor to pasture his horses on the open area of the parcel and to use the trails.

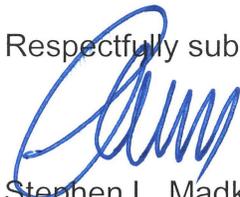
As part of the donation, the Wettens requested that the park be named after them. Additionally, they requested that for the time being the neighbors Jason and Kristie Boyd be allowed to continue to pasture his horses on the property.

Consistent with the Wettens' request and the Board's direction, County Counsel prepared and circulated the License Agreement. County Parks reviewed and approved of the terms of the Agreement. The Boyds have signed the agreement. The License Agreement with the neighbors Jason and Kristie Boyd will allow them to continue to access the property and pasture up to two of their horses on the property. There is no charge for use of the property. The Agreement is terminable at will.

RECOMMENDATION:

County Counsel recommends that then Board authorize the Chair to sign the License Agreement with Jason and Kristie Boyd on behalf of Clackamas County.

Respectfully submitted,



Stephen L. Madkour
County Counsel

Attachment: License Agreement

3/29/21

LICENSE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2021, by and between **CLACKAMAS COUNTY**, a political subdivision of the State of Oregon (hereinafter "**Licensor**"); and **JASON L. BOYD AND KRISTIE A. BOYD** (collectively "**Licensee**").

RECITALS

A. Licensee owns the land legally described in **Exhibit "A"** which is attached hereto and incorporated herein. The Licensor owns adjacent land that is legally described in **Exhibit "B"** which is attached hereto and incorporated herein (the "**County Property**").

B. Licensor recently acquired the County Property by donation from John and Marilee Wetten for the development and operation of a public park, recreation, or environmental education uses.

C. Prior to the Licensor's acquisition of the County Property, the Licensee used the Wetten's property with their consent for boarding, training, and pasturing of two horses. As part of the consideration supporting the donation of the County Property to the Licensor, the Licensor has agreed to allow the Licensee to continue to use the County Property for these purposes into the foreseeable future.

AGREEMENT

In consideration of Zero Dollars (\$0.00) but other good and valuable consideration by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Licensor and Licensee hereby confirm that the statements set forth above are accurate.
2. Subject to the Licensee's strict adherence to the terms and conditions herein contained, Licensor hereby grants to Licensee the non-exclusive right to use the County Property in a manner consistent with Licensee's prior use, which includes hiking and horseback riding on the existing trails and pasturing horses. Licensee presently pastures two horses on the property. No additional horses or livestock will be permitted on the property unless with the express written permission of the Licensor.
3. Nothing in this Agreement shall be construed to restrict Licensor's ability to charge rent for use of the County Property.
4. Licensee's rights for use of the County Property shall automatically terminate at such time as Licensor creates a public recreational or educational facility and opens the facility to the public. Notwithstanding anything in this Agreement to the contrary, Licensor may

terminate this Agreement for any reason in its sole and absolute discretion. Licensor will attempt to provide Licensee at least 30 days' notice prior to terminating Licensee's privilege to use and occupy the County Property.

5. Licensee hereby accepts the County Property "as is," in its condition on the date hereof, and acknowledges and agrees that the County Property (a) shall be used only for the Licensees' personal use, as described herein and for no other purpose, (b) is suitable for Licensees' intended use, and (c) may be used or altered by Licensor and others for any and all purposes that do not materially restrict Licensees' use of the County Property.

6. Licensee will be using the County Property with the express consent of Licensor and shall acquire no adverse or prescriptive rights thereto. Licensee has erected temporary fencing but will not erect any additional improvement, obstruction or structure (temporary or permanent), on the County Property. Licensee will not perform any excavation or soil disturbing activities within the License Area. Licensee will not use, or permit anyone else to use, any hazardous activities, materials, or substances in or around the County Property or use the County Property in any manner which would violate any federal, state, and/or local, laws, rules and regulations.

7. Licensee agrees to use the County Property with care and to repair any and all damage caused by Licensee's use of the County Property.

8. Licensee agrees to observe and provide surveillance services to the County, reporting to Parks (503-742-4414 or parksinfo@clackamas.us) if they observe any illegal activity, fires, facility damage, safety hazards, or other similar issues occurring on the property. In an emergency situation, reporting to Parks is secondary, after reporting to Police, Fire or EMS as appropriate.

9. Licensee will have access to the property to utilize and maintain existing trails, fencing, and associated horse pasture facilities. Licensee will not develop new trails or infrastructure without the express written permission of the Licensor. Licensee may perform basic tree pruning to maintain trail clearances but may not fell trees nor harvest any standing or downed trees for building materials, firewood, or any other purpose without the express written permission of the Licensor.

10. Licensee agrees to indemnify, release, and hold the Licensor harmless against any and all damage, liability, loss, claims, costs or expenses (including reasonable attorney's fees) which may arise out of the Licensee's use of the County Property or the activities of the Licensee or the Licensee's agents, contractors, guests, invitees or employees within and upon the County Property.

11. The Licensee hereby acknowledges and agrees that the Licensee does not have, and shall not obtain, any rights whatsoever in or to the County Property except as expressly set forth herein.

12. Should either party seek to enforce an action against the other arising out the use of the County Property or this Agreement, each party shall be responsible for its own attorney fees and other related fees.

13. Licensee may not assign, transfer, encumber or convey this License Agreement. This License Agreement is personal to Licensee.

14. This Agreement sets forth the entire Agreement between the parties with respect to the County Property. Except in the case of a termination as described in Paragraph 4 above, this Agreement can only be modified by a written instrument which is duly executed by Licensor and Licensee.

15. This License Agreement shall be governed by the laws of the State of Oregon.

16. Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon any of the parties hereto shall be in writing and shall be deemed to have been duly served on the day of mailing or delivery, and shall be delivered in hand, or sent by registered, certified or express United States mail, postage prepaid, return receipt requested, (or by commercial expedited delivery service) addressed to the respective parties at the addresses set forth below:

17. The principal offices and mailing address of the Agency for purposes of this Agreement is:

Clackamas County
c/o Office of County Counsel
2051 Kaen Rd., Suite 254
Oregon City, OR 97045
503-655-8362

The mailing address of Licensee for purposes of this Agreement is:

Jason and Kristie Boyd
20556 S May Road
Oregon City, OR 97045
503-657-4344
Jason@pwpinc.net

18. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by

law.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

"LICENSOR"

CLACKAMAS COUNTY

By: _____
Chair

Date: _____, 2021

"LICENSEE "

JASON L. BOYD

By: Jason L. Boyd

Date: 3/29, 2021

KRISTIE A. BOYD

By: Kristie A. Boyd

Date: 3/29, 2021

EXHIBIT "A"

Licensee Property

20556 South May Road, Oregon City, Oregon
Parcel No. 01329841

EXHIBIT "B"

County Property

Tract 8, WITTENBERG ACRES, in the County of Clackamas and State of Oregon. EXCEPT that portion within roads. Commonly known as Parcel No. 0076383



John D. Wentworth, Clackamas County District Attorney

807 Main Street, Oregon City, Oregon 97045
P: 503.655.8431 | F: 503.650.8943 | districtattorney@clackamas.us

April 22, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply to be in a Subrecipient Agreement with
Clackamas Women's Services for Victims of Human Trafficking Grant

Purpose/Outcome	To fund .5 FTE of a current Victim Advocate position which will focus on providing services to victims of human trafficking in Clackamas County.
Dollar Amount and Fiscal Impact	The \$154,994 in funds requested through this grant will fund .5 FTE of a current advocate position from 10/1/21 through 9/30/24. This funding will off-set a decrease in funding anticipated from the State DOJ VOCA funds and will allow the program to maintain current services to all victims of crime as well as enhance services to victims of human trafficking.
Funding Source	Federal funding through the Office for Victims of Crime (OVC)
Duration	Effective October 1, 2021 – September 30, 2024
Previous Board Action/Review	April, 13 2021, Presented at issues.
Strategic Plan Alignment	1. This funding aligns with our strategic business plan goal of providing comprehensive, collaborative advocacy to victims to allow them to have a meaningful role in the criminal justice system. This funding allows the Victim Assistance to maintain the staffing necessary to meet this goal as well as enhancing advocacy for victims of human trafficking. 2. This funding aligns with the County's strategic plans through the priorities of ensuring safe, healthy and secure communities as well as building public trust through good government.
Counsel Review	This grant is not a contract. Counsel review is not required.
Procurement Review	1. Was the item processed through Procurement? No 2. This item is a Subrecipient to a grant.
Contact Person	Carrie Walker, Victim Assistance Program Director, (503) 655-8616

BACKGROUND:

The Office for Victim of Crime was established in 1988 through an amendment to the Victims of Crime Act (VOCA) of 1984., Through OVC, the Fund supports a broad array of programs and services that focus on helping victims in the immediate aftermath of crime and continuing to



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support them as they rebuild their lives. Millions of dollars are invested annually in victim compensation and assistance in every U.S. state and territory, as well as for training, technical assistance, and other capacity-building programs designed to enhance service providers' ability to support victims of crime in communities across the Nation.

This funding opportunity through OVC will support the expansion and enhancement of direct services to victims human trafficking and to ensure the health and safety of victims. The stated objectives will be met through the funding of a .5 FTE current Victim Advocate position who will provide enhanced victim services to these victims and collaborate with other agencies in Clackamas County to improve the response to human trafficking in our county.

RECOMMENDATION:

I respectfully recommend that the Clackamas County Board of County Commissioners approve this request to apply to be a Subrecipient through Clackamas Women's Services on a Human Trafficking Grant

Sincerely,

A handwritten signature in blue ink, appearing to read "JDW", followed by a horizontal line.

John Wentworth
District Attorney

Financial Assistance Application Lifecycle Form

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

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

**** CONCEPTION ****

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

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

Lead Department: District Attorney's Office
Application for: Subrecipient Assistance Direct Assistance
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only
If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC
 Name of Funding Opportunity: OVC FY 2021 Services for Victims of Human Trafficking

Funding Source: Federal State Local
 Requestor Information (Name of staff person initiating form): Carrie Walker
 Requestor Contact Information: 503-655-8616 / carriewal@clackamas.us
 Department Fiscal Representative: Carrie Walker / Robert Willson
 Program Name or Number (please specify): 1132 Victim Assistance
 Brief Description of Project:

The Clackamas County District Attorney's Office Victim Assistance program will be a subrecipient of funds through this grant opportunity. This collaborative grant will fund a .5 FTE of a current position for 3 years to provide direct services to victims of human trafficking as well as participate in the Human Trafficking Multi-Disciplinary Team's (HT-MDT) work in Clackamas County. The advocate will provide comprehensive services to victims of human trafficking in Clackamas County to help address both immediate and long term needs of the victims as well as provide support for these victims as they assist with the prosecution of traffickers. In addition, this position will collaborate with members of the HT-MDT to support a comprehensive response to human trafficking in Clackamas County as well as minimize the barriers to services for victims of human trafficking. Through this grant, Victim Assistance will receive \$49,179 in Year 1; \$51,611 in Year 2; \$54,204 in Year 3 which totals \$154,994 for the entire grant period.

Name of Funding Agency: Office for Victims of Crime (OVC)
 Agency's Web Address for funding agency Guidelines and Contact Information:
<https://ovc.ojp.gov/funding/opportunities/o-ovc-2021-59002>

OR
 Application Packet Attached: Yes No
 Completed By: Carrie Walker 03/30/21
Date

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

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

Competitive Application <input checked="" type="checkbox"/>	Non-Competing Application <input type="checkbox"/>	Other <input type="checkbox"/>	
CFDA(s), if applicable:	<u>16.320</u>	Funding Agency Award Notification Date:	<u>09/30/21</u>
Announcement Date:	<u>01/15/21</u>	Announcement/Opportunity #:	<u>O-OVC-2021-59002</u>
Grant Category/Title:		Max Award Value:	<u>\$800,000</u>
Allows Indirect/Rate:		Match Requirement:	<u>25%</u>
Application Deadline:	<u>04/30/21</u>	Other Deadlines:	
Award Start Date:	<u>10/01/21</u>	Other Deadline Description:	
Award End Date:	<u>09/30/24</u>		
Completed By:	<u>Carrie Walker</u>	Program Income Requirement:	
Pre-Application Meeting Schedule:			

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

Mission/Purpose:

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

The goal of this grant funding is to enhance the scope of services for victims of human trafficking by providing trauma informed services that address the needs of trafficking victims and improve their safety, independence, self sufficiency and well being. The mission of the CCDA Victim Assistance is to provide advocacy and support for victims of all crimes that help them make informed choices and support their recovery after a traumatic incident. This funding will allow our office to focus on increasing our capacity and skill at addressing the specific needs of trafficking victims through the skills and expertise of current staff.

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

There are other advocacy agencies in Clackamas County that provide services to victims of human trafficking but they do not have the expertise in assisting victims to navigate the criminal justice system. Through collaboration, the Victim Assistance advocate can provide essential information, support and advocacy to these victims.

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

The objectives of this grant is to provide services taht will increase the safety, independence, self-sufficiency and well-being for victims of human trafficking. Victim Assistance advocates already have extensive knowledge in responding to victims of all crimes and that staff position that would be partially funded by this grant has been an

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

While this grant will fund .5 FTE of a current position in Victim Assistance, it will make up for a loss in VOCA grant funds that will occur in the 2021-2023 grant cycle.

Organizational Capacity:

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

Yes. The current staff has extensive experience working with victims of human trafficking and will be able to being working on the goals of the grant immediately.

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

Yes. The grant application is a collaborative grant that is being submitted by Clackamas Women's Services (CWS) and includes many of the current partners in Clackamas County's efforts to combat human trafficking. These agencies include: CWS, Safety Compass, A Safe Place Family Justice Center and others

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

This is not a pilot project.

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

This funding would not create a new program. If the funding is not renewed at the end of the grant award period, Victim Assistance would seek other funding or adjust staffing based on the budgeted funds available.

Collaboration

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

There are no other County Departments that will receive funding from this grant, but there will be a collaborative MOU with the Clackamas County Sheriff's Office as A Safe Place Family Justice Center houses a number of agencies that will receive funding from this grant.

Reporting Requirements

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

Recipients must submit semi-annual progress reports and a final progress report. Victim Assistance will submit our program reports to CWS who will submit the complete report to the Federal government.

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

The Clackamas County District Attorney's Office - Victim Assistance Program uses a web-based case management system titled PROSECUTOR BY KARPEL (PBK) which has the capacity to pull statistics and capture narrative case status notes. The information documented in this system will be the primary information used in grant performance evaluation.

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

Recipients typically must submit quarterly financial reports and a final financial report. Victim Assistance will submit our program reports to CWS who will submit the complete report to the Federal government.

Fiscal

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

Yes.

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

No.

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

There is a match requirement of 25% of the total grant award of \$800,000. The \$200,000 match will be provided through different agencies who are receiving the grant funds. If needed, Victim Assistance would use in-kind volunteer hours to meet the \$38,750 in match for the \$154,994 received through the grant.

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

This grant will not cover indirect costs.

Program Approval:

Carrie Walker

03/30/21

Carrie Walker

Digitally signed by Carrie Walker
Date: 2021.03.30 10:48:26 -0700

Name (Typed/Printed)

Date

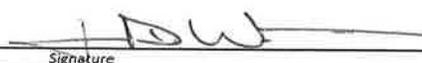
Signature

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

**** ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN. ****

Section IV: Approvals

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

DEPARTMENT DIRECTOR (or designee, if applicable)		
John D. Wentworth	03/30/21	
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Elizabeth Comfort	4.1.2021	
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.**



John D. Wentworth, Clackamas County District Attorney

Victim Assistance Program

707 Main Street, Suite 201, Oregon City, Oregon 97045
P: 503.655.8616 | F: 503.650.3598 | victimassistance@clackamas.us

From Carrie Walker

Lifecycle Approval form Responses for OVC FY 2021 Services for Victims of Human Trafficking

Mission/Purpose:

1. The goal of this grant funding is to enhance the scope of services for victims of human trafficking by providing trauma informed services that address the needs of trafficking victims and improve their safety, independence, self-sufficiency and well-being. The mission of the CCDA Victim Assistance is to provide advocacy and support for victims of all crimes that help them make informed choices and support their recovery after a traumatic incident. This funding will allow our office to focus on increasing our capacity and skill at addressing the specific needs of trafficking victims through the skills and expertise of current staff.
2. There are other advocacy agencies in Clackamas County that provide services to victims of human trafficking but they do not have the expertise in assisting victims to navigate the criminal justice system. Through collaboration, the Victim Assistance advocate can provide essential information, support and advocacy to these victims.
3. The objectives of this grant is to provide services that will increase the safety, independence, self-sufficiency and well-being for victims of human trafficking. Victim Assistance advocates already have extensive knowledge in responding to victims of all crimes and that staff position that would be partially funded by this grant has been an integral part of the Victim Assistance response to victims of human trafficking. She collaborates with other agencies that provide services to this same population, works with law enforcement and the Deputy District Attorneys to support victims in prosecuting the traffickers and has extensive knowledge of the local resources that support victims of human trafficking. These funds would allow her to focus her time on continuing to build those partnerships as well as provide direct victim services.
4. While this grant will fund .5 FTE of a current position in Victim Assistance, it will make up for a loss in VOCA grant funds that will occur in the 2021-2023 grant cycle.

Organizational Capacity:

1. Yes. The current staff has extensive experience working with victims of human trafficking and will be able to begin working on the goals of the grant immediately.
2. Yes. The grant application is a collaborative grant that is being submitted by Clackamas Women's Services (CWS) and includes many of the current partners in Clackamas County's efforts to combat human trafficking. These agencies include: CWS, Safety Compass, A Safe Place Family Justice Center and others.
3. This is not a pilot project.



John D. Wentworth, Clackamas County District Attorney

Victim Assistance Program

707 Main Street, Suite 201, Oregon City, Oregon 97045
P: 503.655.8616 | F: 503.650.3598 | victimsassistance@clackamas.us

4. This funding would not create a new program. If the funding is not renewed at the end of the grant award period, Victim Assistance would seek other funding or adjust staffing based on the budgeted funds available.

Collaboration:

1. There are no other County Departments that will receive funding from this grant, but there will be a collaborative MOU with the Clackamas County Sheriff's Office as A Safe Place Family Justice Center houses a number of agencies that will receive funding from this grant.

Reporting Requirements:

1. Recipients must submit semi-annual progress reports and a final progress report. Victim Assistance will submit our program reports to CWS who will submit the complete report to the Federal government.
2. The Clackamas County District Attorney's Office - Victim Assistance Program uses a web-based case management system titled PROSECUTOR BY KARPEL (PBK) which has the capacity to pull statistics and capture narrative case status notes. The information documented in this system will be the primary information used in grant performance evaluation.
3. Recipients typically must submit quarterly financial reports and a final financial report. Victim Assistance will submit our program reports to CWS who will submit the complete report to the Federal government.

Fiscal:

1. Yes.
2. No.
3. There is a match requirement of 25% of the total grant award of \$800,000. The \$200,000 match will be provided through different agencies who are receiving the grant funds. If needed, Victim Assistance would use in-kind volunteer hours to meet the \$38,750 in match for the \$154,994 received through the grant.
4. This grant will not cover indirect costs.

Update regarding the OVC FY 2021 Services for Victims of Human Trafficking solicitation.

March 25, 2021: Second Deadline Extension

The SF-424 and the SF-LLL will be submitted in Grants.gov by 11:59 p.m., eastern time (ET), on **April 16, 2021**. OJP urges applicants to submit applications at least 72 hours prior to the application due date to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov and to correct in a timely fashion any problems that may have caused a rejection notification. The full application will be submitted in JustGrants on **April 30, 2021, by 11:59 p.m.** ET. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

February 1, 2021: Deadline Extended

The SF-424 and the SF-LLL will be submitted in Grants.gov by 11:59 p.m., eastern time (ET), on **March 29, 2021**. OJP urges applicants to submit applications at least 72 hours prior to the application due date to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov and to correct in a timely fashion any problems that may have caused a rejection notification. The full application will be submitted in JustGrants on **April 12, 2021, by 11:59 p.m.** ET. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

February 1, 2021: SF-424 Clarification

In Section F of the SF-424, please include the name and contact information of the individual who will complete the application materials in JustGrants. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

U.S. Department of Justice
Office of Justice Programs
Office for Victims of Crime



OVC FY 2021 Services for Victims of Human Trafficking

Assistance Listing Number # 16.320
Grants.gov Opportunity Number: O-OVC-2021-59002
Solicitation Release Date: January 15, 2021 3:30 PM
Version: 5
Grants.gov Deadline: April 16, 2021 11:59 PM
Application JustGrants Deadline: April 30, 2021 11:59 PM

Overview

The [U.S. Department of Justice \(DOJ\)](#), [Office of Justice Programs \(OJP\)](#), [Office for Victims of Crime \(OVC\)](#) is seeking applications to support services for victims of all forms of human trafficking throughout the United States. This program furthers the Department's mission by enhancing the field's response to victims of human trafficking.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-OVC-2021-00005-PROD	Purpose Area 1: Developing Capacity to Serve Human Trafficking Victims	4	\$350,000.00	10/1/21 12:00 AM	36
C-OVC-2021-00006-PROD	Purpose Area 2: Enhancing Scope of Services for Human Trafficking Victims	14	\$800,000.00	10/1/21 12:00 AM	36
C-OVC-2021-00007-PROD	Purpose Area 3: Specialized Services for Human Trafficking Victims	9	\$600,000.00	10/1/21 12:00 AM	36

Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), Native American tribal organizations (other than Federally recognized tribal governments), Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education, Public and State controlled institutions of higher education, Public housing authorities/Indian housing authorities, State governments

Applicants must meet the eligibility requirements at 22 U.S.C. 7105(b)(2). State, for purposes of this program, includes the District of Columbia and territories and possessions of the United States.

To advance Executive Order 13929 Safe Policing for Safe Communities, the Attorney General determined that all state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process to be eligible for FY 2021 DOJ discretionary grant funding. To become certified, the law enforcement agency must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. The certification requirement also applies to law enforcement agencies receiving DOJ discretionary grant funding through a subaward. For detailed information on this new certification requirement, please visit <https://cops.usdoj.gov/SafePolicingEO> to access the Standards for Certification on Safe Policing for Safe Communities, Implementation Fact Sheet, and List of Designated Independent Credentialing Bodies.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee

Nonprofit organizations that hold money in offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. § 511(a) are not eligible to apply.

OVC may make more than one award to a single organization if proposed projects are in distinct geographic areas. OVC will consider applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any others must be proposed as subrecipients (subgrantees). The applicant must be the entity that would have primary responsibility for carrying out the award, including administering the funding and managing the entire program. For additional information on subawards, see the [OJP Grant Application Resource Guide](#).

OVC may elect to fund applications submitted under this FY 2021 solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of appropriations.

Contact Information

For technical assistance with submitting the **SF-424 and SF-LLL** in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, at [Grants.gov customer support webpage](#), or email at support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or at 833-872-5175. The JustGrants Service Desk operates 5 a.m. to 9 p.m. EST Monday - Friday and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

An applicant that experiences unforeseen Grants.gov or JustGrants technical issues beyond its control that prevent it from submitting its application by the deadline must email the OVC *contact* identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under "Experiencing Unforeseen Grants.gov Technical Issues" in the How To Apply (Grants.gov) section in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirements of this solicitation, contact the Response Center by telephone at 800-851-3420 or TTY: 301-240-6310 (hearing impaired only) or by email at grants@ncjrs.gov. Response Center hours of operation are 10:00 a.m.–6:00 p.m., ET, Monday through Friday, and 10:00 a.m.–8:00 p.m., ET, on the solicitation closing date.

Submission Information

In FY 2021, applications will be submitted to DOJ in a **NEW** two-step process.

Step 1: Applicants will submit an **SF-424 and an SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html>. To register in Grants.gov, applicants will need to obtain a Data Universal Numbering System (DUNS) and System for Award Management (SAM) registration or renewal.

Step 2: Applicants will submit the **full application** including attachments in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov).

To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

OJP encourages applicants to review, the "How to Apply" section in the [OJP Grant Application Resource Guide](#).

Pre-Application Webinar

OVC will conduct one pre-application webinar during which OVC staff will review the solicitation requirements and conduct a question and answer session with interested potential applicants. Participation is optional. When the webinar has been scheduled, the details and registration information will be available at <https://ovc.ojp.gov/funding/funding-webinars>.

Contents

Contact Information	1
Program Description	4
Overview	4
Statutory Authority	4
Specific Information	4
Goals, Objectives, Deliverables, and Timeline	4
Limitation on the Use of Funds (22 U.S.C. 7110(g))	4
Evidence-Based Programs or Practices	5
Information Regarding Potential Evaluation of Programs and Activities	5
OJP Priority Areas	5
Coordinating with Law Enforcement	5
Federal Award Information	5
Awards, Amounts and Durations	5
Continuation Funding Intent	5
Availability of Funds	5
Types of Awards	5
Financial Management and System of Internal Controls	5
Cost Sharing or Matching Requirement	6
Pre-agreement Costs (also known as Pre-award Costs)	6
Limitation on Use of Award Funds for Employee Compensation: Waiver	6
Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs	6
Costs Associated with Language Assistance (if applicable)	6
Eligibility Information	6
Application and Submission Information	6
Information to Complete the Application for Federal Assistance (SF-424)	6
Standard Applicant Information (JustGrants 424 and General Agency Information)	6
Proposal Abstract	6
Proposal Narrative	6
Goals, Objectives, Deliverables, and Timeline	7
Budget and Associated Documentation	7
Budget Worksheet and Budget Narrative (Web-based Form)	7
Indirect Cost Rate Agreement (if applicable)	7
Financial Management Questionnaire (including applicant disclosure of high-risk status)	7
Disclosure of Process Related to Executive Compensation	7
Memoranda of Understanding (MOUs) and Other Supportive Documents	7
Additional Application Components	7
Documentation of Anticipated Benefit to Qualified Opportunity Zones (if applicable)	7
Research and Evaluation Independence and Integrity Statement	7
Training Plan	7
Documentation of Rural Challenges (If applicable)	7
Documentation of High Poverty or Persistent Poverty Counties (if applicable)	7
Position Descriptions and Resumes	7
Disclosures and Assurances	8
Disclosure of Lobbying Activities	8
DOJ Certified Standard Assurances	8
Applicant Disclosure of Duplication in Cost Items	8
DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements	8
Applicant Disclosure and Justification - DOJ High Risk Grantees (if applicable)	8
How to Apply	8
Submission Dates and Time	8
Application Review Information	8
Review Criteria	8
Review Process	8
Federal Award Administration Information	8
Federal Award Notices	8
Administrative, National Policy, and Other Legal Requirements	8
Information Technology (IT) Security Clauses	8
General Information about Post-Federal Award Reporting Requirements	8
Federal Awarding Agency Contact(s)	9
Other Information	9
Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)	9
Provide Feedback to OJP	9
Performance Measures	9
Appendix A: Types of Victim Services That OVC Funds	9
Application Checklist	9
	10

Program Description

Overview

This program will provide funding for services to victims of human trafficking, as defined by the Trafficking Victims Protection Act (TVPA) of 2000, 22 U.S.C. 7102.

Statutory Authority

This project is authorized by the Justice for Victims of Trafficking Act of 2015 (18 U.S.C. § 3014(h)(2)) and the Trafficking Victims Protection Act (TVPA) of 2000 (22 U.S.C. § 7105(b)(2)).

Specific Information

The purpose of this program is to develop, expand, or strengthen victim service programs for victims of human trafficking.

Applicants are invited to apply under the following three purpose areas.

Purpose Area 1: Developing Capacity to Serve Human Trafficking Victims

The purpose of these awards is to support (1) victim services organizations that have limited or no prior experience in serving victims of human trafficking and/or (2) victim services organizations that have limited or no prior experience in receiving federal funding to serve victims of human trafficking. During the first 12 months, grantees will create and submit a plan for how they will acquire staff who have experience providing services to human trafficking victims, or train existing staff to address identified skill or knowledge deficits. In the last 24 months of this program, grantees will implement services for human trafficking victims. See Appendix A for types of services that OVC funds.

Purpose Area 2: Enhancing Scope of Services for Human Trafficking Victims

Under Purpose Area 2, awards will be made to victim service organizations with a demonstrated history of providing a range of services to victims of human trafficking. The purpose of these awards is to enhance the scope of services offered by the organization (directly or through partnerships) that victims of labor and sex trafficking often require to address their needs. See Appendix A for types of services OVC funds. Entities that have received human trafficking grants from OVC in FY 2019 or FY 2020 must detail how the new proposed project is different from existing funded project(s) to be considered for FY 2021 funding.

Purpose Area 3: Specialized Services for Human Trafficking Victims

Under Purpose Area 3, awards will be made to victim service organizations with a demonstrated history of providing a specialized service to victims of human trafficking. The goal is to increase the quality and quantity of the specialized service to assist victims of all forms of human trafficking. See Appendix A for types of services that OVC funds. Entities that have received human trafficking grants from OVC in FY 2019 or FY 2020 must detail how the new proposed project would differ from, or expand, the existing funded project(s) to be considered for funding in FY 2021. For example, applicants could focus on a new geographic area or provide a new service to meet the needs of victims of sex and labor trafficking. Additionally, OVC will not fund applications proposing to fund primarily housing services for human trafficking victims under this Purpose Area, entities interested in providing housing services should apply under OVC's FY 2021 Housing Assistance Grants for Victims of Human Trafficking solicitation.

Unallowable Costs

The following activities cannot be supported with grant funds:

Holding Beds

Grantees may not "hold beds" in a housing facility by charging their cost to the grant and keeping them empty until a victim needs the bed when other victims need access to the beds, as this may be considered an unallowable contingency payment (cf. 2 CFR 200.433(c)).

Stipends/Incentives to Participate in Services

Neither cash nor non-cash stipends or incentives may be paid to victims to encourage their participation in services. Nominal cash or non-cash stipends (e.g., taxi or ride -share vouchers, public transportation tickets or tokens; money to pay for child care or gift cards for meals that are necessary when participants receive services) are allowable.

Primary Prevention Activities

Per 22 U.S.C. § 7105(b)(2), the purpose of this funding is to support victim service programs; therefore, applicants should not propose primary prevention activities under this program.

Mandatory Program Requirements

Applicants that receive funding under this program will be required to:

1. Submit the policies, procedures, and rules governing the provision of services for review and approval (post-award as required by OVC).
2. Ensure their policies and procedures follow applicable federal and state laws protecting the civil rights of program participants and staff (post-award), including through accessing OJP training and resources on civil rights requirements.
3. Ensure that any staff, partner staff, or service providers working with trafficking victims are adequately licensed and trained to work with such victims, including by accessing OVC-supported training and technical assistance.
4. Ensure the project coordinator or program director and one other key staff member attend an in-person or remote OVC grantee orientation and have relevant staff participate in OVC-sponsored training and technical assistance.

Goals, Objectives, Deliverables, and Timeline

Goals

The goal of this program is to develop, expand, or strengthen victim service programs for victims of human trafficking, including programs that provide trauma-informed services.

Per OVC's Model Standards for Serving Victims and Survivors of Crime, trauma-informed services include: "Approaches delivered with an understanding of the vulnerabilities and experiences of trauma survivors, including the prevalence and physical, social, and emotional impact of trauma. A trauma-informed approach recognizes signs of trauma in staff, clients, and others and responds by integrating knowledge about trauma into policies, procedures, practices, and settings. Trauma-informed approaches place priority on restoring the survivor's feelings of safety, choice, and control. Programs, services, agencies, and communities can be trauma-informed."

Objectives

The objective in providing these services is to achieve increased safety, independence, self-sufficiency, and well-being for victims of human trafficking.

Objectives include:

1. Provision of services to meet the individualized needs of victims of human trafficking,
1. Collaboration with and training for local partners (e.g., service providers, criminal justice professionals, members of the judiciary, community and faith-based organizations) to ensure trafficking victims are properly identified and referred for appropriate services;
1. Assistance or referrals to other essential services for victims of human trafficking; and
1. Data collection and participation in evaluation activities to determine if the program is meeting stated goals and objectives.

Limitation on the Use of Funds (22 U.S.C. 7110(g))

The following statutory authority applies to all awards under this solicitation.

1. Restriction on programs

No funds made available to carry out this chapter, or any amendment made by this chapter, may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to promote the purposes of this Act by ameliorating the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

1. Restriction on organizations

No funds made available to carry out this chapter, or any amendment made by this chapter, may be used to implement any program that targets victims of severe forms of trafficking in persons described in section 7102(9)(A) of this title through any organization that has not stated in either a grant application, a grant agreement, or both, that it does not promote, support, or advocate the legalization or practice of prostitution. The preceding sentence shall not apply to organizations that provide services to individuals solely after they are no longer engaged in activities that resulted

from such victims being trafficked.

Pursuant to the statute above, OVC requires grantees under this program to agree to the following grant condition:

Recipient certifies that it does not promote, support, or advocate the legalization or practice of prostitution, nor will it use grant funds or program match funds to promote, support, or advocate the legalization or practice of prostitution.

Deliverables

The deliverable to be provided is services, measured quarterly by service-hour or units delivered, type of service, number of new and continuing victims served, and other key data points. The Goals, Objectives, and Deliverables are directly related to the performance measures that demonstrate the results of the work completed, as discussed under Application and Submission Information.

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policymaking and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section entitled "Information Regarding Potential Evaluation of Programs and Activities."

OJP Priority Areas

In FY 2021 and in addition to executing any program-specific prioritization that may be applicable, OJP will give priority consideration to applications as follows:

- Applications that address specific challenges that rural communities face.
- Applications that demonstrate that the individuals who are intended to benefit from the requested grant reside in high-poverty areas or persistent-poverty counties.
- Applications that offer enhancements to public safety in economically distressed communities (Qualified Opportunity Zones).

To receive priority consideration under the rural priority, applicants must describe what makes the geographic service area rural (using U.S. Census or other appropriate government data; for assistance, applicants may wish to refer to <https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html>), how isolated the area is from needed services, and how they will address specific challenges in rural communities.

To receive priority consideration under the poverty priority, the applicant must provide information to demonstrate that the individuals who are intended to benefit from the requested grant reside in high-poverty areas or persistent poverty counties. For purposes of this priority consideration, the term "high-poverty area" means any census tract with a poverty rate of at least 20 percent as measured by the 2013-2017 5-year data series available from the American Community Survey of the Census Bureau (applicants may search by census tract at <https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2017/>) and the term "persistent poverty counties" means any county that has had 20 percent or more of its population living in poverty over the past 30 years, as measured by the 1990 and 2000 decennial censuses and the most recent Small Area Income and Poverty Estimates (applicants may search by county at <https://www.census.gov/data/tables/time-series/dec/census-poverty.html> and at <https://www.census.gov/programs-surveys/saie.html>).

To receive priority consideration under the Qualified Opportunity Zones priority, applicants must include information that specifies how the project will enhance public safety in the specified QOZs. For resources on QOZs, and for a current list of designated QOZs, see the U.S. Department of the Treasury's resource webpage, accessible at <https://www.cdfifund.gov/pages/opportunity-zones.aspx>

OJP policy priority consideration will consist of receiving additional points in the application scoring process. Receipt of priority consideration does not guarantee that an application will be funded; nor will the failure to receive priority consideration necessarily mean that an application will not be funded.

Coordinating with Law Enforcement

OVC strongly encourages all grantees to assist clients in complying with reasonable requests from local, state, federal, or tribal government agencies with the authority to investigate or prosecute trafficking acts. OVC is committed to the elimination of all forms of trafficking in persons, which requires the prosecution of traffickers as a key part of a multifaceted strategy. Victim-centered investigations and prosecutions of traffickers reduce harm and increase safety for our communities while supporting the healing of victims. Notwithstanding, the victim's willingness to collaborate with law enforcement will not be used as a condition of access to any service funded under this award.

Federal Award Information

Solicitation Category

Competition ID Enter to sort	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-OVC-2021-00005-PROD	Purpose Area 1: Developing Capacity to Serve Human Trafficking Victims	4	\$350,000.00	10/1/21 12:00 AM	36
C-OVC-2021-00006-PROD	Purpose Area 2: Enhancing Scope of Services for Human Trafficking Victims	14	\$800,000.00	10/1/21 12:00 AM	36
C-OVC-2021-00007-PROD	Purpose Area 3: Specialized Services for Human Trafficking Victims	9	\$600,000.00	10/1/21 12:00 AM	36

Awards, Amounts and Durations

Period of Performance Start Date

10/1/21 12:00 AM

Period of Performance Duration (Months)

36

Anticipated Total Amount to be Awarded Under Solicitation

\$17,900,000.00

Continuation Funding Intent

OVC may, in certain cases, provide additional funding in future years to awards made under this solicitation, through continuation awards. OJP will consider, among other factors, OJP's strategic priorities, a recipient's overall management of the award, and progress of award funded work, when making continuation award decisions.

Availability of Funds

This solicitation, and awards (if any are made) under this solicitation, are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

Types of Awards

OVC expects to make awards under this solicitation as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants (and cooperative agreements).

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200. See [OJP Grant Application Resource Guide](#) for additional information.

Cost Sharing or Matching Requirement

Pursuant to 22 U.S.C. § 7105(b)(2), awards under this solicitation are required to include a 25 percent **cash or in-kind match**. See [OJP Grant Application Resource Guide](#) for additional information on this match requirement.

Pre-agreement Costs (also known as Pre-award Costs)

See the [OJP Grant Application Resource Guide](#) information on Pre-agreement Costs (also known as Pre-award Costs).

Limitation on Use of Award Funds for Employee Compensation: Waiver

See the [OJP Grant Application Resource Guide](#) information on Limitation on Use of Award Funds for Employee Compensation; Waiver.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

See the [OJP Grant Application Resource Guide](#) for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on Costs Associated with Language Assistance.

Eligibility Information

For eligibility information, see the title page.

Application and Submission Information

The following application elements **MUST** be included in the application submission for an application to meet the basic minimum requirements (BMR) to advance to peer review and receive consideration for funding:

- Proposal Abstract,
- Proposal Narrative, and
- Budget Worksheet and Budget Narrative (web-based form).

See the "Application Elements and Formatting Instructions" section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements or that is nonresponsive to the scope of the solicitation.

Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 will be submitted in Grants.gov. The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

Intergovernmental Review: This solicitation ("funding opportunity") is **not** subject to [Executive Order 12372](#). (In completing the SF-424, an applicant is to answer question 19 by selecting the response that the "Program is not covered by E.O. 12372.")

Standard Applicant Information (JustGrants 424 and General Agency Information)

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. Applicants will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, applicants will need to: add zip codes for areas affected by the project; confirm their Authorized Representative; and verify the organization's legal name and address.

Proposal Abstract

A proposal abstract (no more than 400 words) summarizing the proposed project including primary activities, products and deliverables, the service area, and who will benefit from the proposed project, will be completed in the JustGrants Web-based form.

Proposal Narrative

The proposal narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point Times New Roman font; have no less than 1-inch margins; and should not exceed 20 pages. Pages should be numbered and submitted as an attachment. If the proposal narrative fails to comply with these length restrictions, OVC may negatively consider such noncompliance in peer review and in final award decisions.

The following sections must be included as part of the proposal narrative:

a. Statement of the Problem

This section must:

1. Identify the nature and scope of the problem that the program will address. Applicants must demonstrate the problem of human trafficking within the targeted geographic area. Applicants should cite the source(s) of this data, which could include local, state, and federal data regarding investigations, prosecutions, and the number of individuals identified as victims of human trafficking in the proposed geographic area and data from victim service providers or other local stakeholders.
1. Describe previous or current attempts to address the problem, including documentation of the number of trafficking victims served each year during 2019 and 2020 within the targeted geographic area. At a minimum, applicants must identify the total number of victims they previously served within the targeted geographic area, and the types of victims they have served (sex or labor trafficking victims). Applicants must cite the source(s) of this data.
1. Describe the communities to be served, including the geographic area, populations in the service area, and any groups that are vulnerable to human trafficking.
2. Describe current efforts to address the service needs of trafficking survivors in the geographic area, including programs funded through OVC, the Department of Health and Human Services (HHS), the Office on Violence Against Women, or with Victims of Crime Act (VOCA) state victim assistance funds. Explain how the proposed project is not duplicative and targets identified gaps.
3. Describe current efforts to address the service needs of trafficking survivors in the geographic area, including programs funded through OVC, the Department of Health and Human Services (HHS), the Office on Violence Against Women, or with Victims of Crime Act (VOCA) state victim assistance funds. Explain how the proposed project is not duplicative and targets identified gaps.

b. Project Design and Implementation

The application must provide a clear link between the proposed activities and the need identified in the "Statement of the Problem" section above. This section must:

1. Clearly state the goals and objectives of this project. Goals and objectives must be in alignment with those stated in the Goals, Objectives, Deliverables section of this solicitation.
2. Provide a detailed description of the proposed activities necessary to implement this project and meet the stated goals and objectives.
3. Identify specific services that will be provided with grant funds (see Appendix A) and describe how and where the services will be provided.
4. Include a timeline that identifies a timeframe for all the tasks and activities to be completed.
5. Link project activities to the requirements of this solicitation and justify the logic of the proposed approach.
6. List project partners, as appropriate, to make the project activities effective and sustainable.
7. Describe how the applicant plans to ensure project activities are trauma-informed and protect the safety and confidentiality needs of victims.
8. Describe how the applicant will meet the individualized service needs of victims and support victim-informed decisions and autonomy within the delivery of services.

c. Capabilities and Competencies

This section must:

1. Demonstrate the institutional experience and expertise (or have submitted formal agreements with partners with experience and expertise with the application) to effectively implement the requirements of this solicitation.
1. Identify the key individuals and organizations involved in the proposed project.
1. Demonstrate that the individuals and organizations identified have the capacity to address the stated need, including the expertise necessary to provide services to human trafficking victims, and can successfully implement the proposed project activities.
1. Describe specific roles and responsibilities of all project partners and key staff.
1. Demonstrate that project staff have appropriate training and experience to implement project activities as described in the proposal, and document plans and position descriptions for staff to be hired.

1. Demonstrate the capacity and expertise of the lead applicant and all project partners to serve victims of human trafficking.
1. Clearly describe who will implement activities as described in the Project Design and Implementation section.
1. Describe their experience managing federal grants that support services to crime victims and document their administrative and financial capacity to manage federal grants. If the applicant has other grants for providing services to victims of human trafficking, the applicant must describe the scope of each of these grants and describe how activities and data collection on these projects will be tracked separately to avoid duplication.

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures

This section must include the following information:

1. A plan for collecting all of the performance measures data required by this solicitation.
2. A description of the qualifications of the key staff who will be responsible for collecting data and reporting performance measures in JustGrants.

OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the goals, objectives, and deliverables identified under "Goals, Objectives, and Deliverables" in the Program Description.

Award recipients will be required to submit performance measure data and performance reports in JustGrants. Examples of the performance measures questionnaire can be found at <https://ovc.ojp.gov/funding/performance-measures-overview>. Further guidance on the post-award submission process will be provided, if selected for award.

Note: Applicants are **not** required to submit performance data with the application. Rather, performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance under "Note on Project Evaluations" in the [OJP Grant Application Resource Guide](#).

Goals, Objectives, Deliverables, and Timeline

Applicants will submit the OVC FY 2021 Services for Victims of Human Trafficking Program's goals, objectives, deliverables, and timelines in the JustGrants web-based form. See the [OJP Grant Application Resource Guide](#) for additional information.

Budget and Associated Documentation

Budget Worksheet and Budget Narrative (Web-based Form)

Applicants will complete the JustGrants web-based budget form. See the [OJP Grant Application Resource Guide](#) for additional information.

Indirect Cost Rate Agreement (if applicable)

Applicants will submit their indirect cost rate agreement by uploading the agreement as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Financial Management Questionnaire (including applicant disclosure of high-risk status)

Applicants will download the questionnaire in JustGrants and submit by uploading the completed questionnaire as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Disclosure of Process Related to Executive Compensation

If applicable, applicants will submit a description of the process used to determine compensation by uploading the document as an attachment in JustGrants. See the "Application Attachments" section of the [OJP Grant Application Resource Guide](#) for information.

Memoranda of Understanding (MOUs) and Other Supportive Documents

Service Partner MOUs, Letters of Intent, and Subcontracts/Subgrants

For services to be provided by project partners, the applicant must name the project partner that will provide the specific service in the proposal narrative and include, as an attachment to the application, a subcontract/subgrant, Letter of Intent, or MOU describing the commitment from that organization to perform a specific service, and a description of the fee for the service or cost to the grant for each service. If services are to be provided as in-kind match, pro bono, or at no cost to the grant, this must be clearly stated in the MOU, Letter of Intent, or subcontract/subgrant. MOUs, Letters of Intent, and subcontracts/subgrants must include the following: (1) names of the organizations involved in the agreement; (2) scope of the specialized service(s) and other work to be performed under the agreement; (3) duration of the agreement; (4) estimated cost per victim or cost of actual services provided describing whether it is a fee-for-service, in-kind match, or no cost; (5) whether or not there is a cap on the total amount of the agreement; and (6) whether or not there is a maximum number of victims that may be served under the agreement. If any of the required services above are to be provided pro bono or accessed through other government-subsidized or otherwise funded programs, applicants must describe how services will be provided to victims without the use of grant funds. MOUs and Letters of Intent should be submitted as one separate attachment to the application.

Additional Application Components

Applicants will attach the additional requested documentation in JustGrants.

Documentation of Anticipated Benefit to Qualified Opportunity Zones (if applicable)

As is mentioned above, OJP will give priority consideration in award decisions to designated Qualified Opportunity Zones. Each applicant proposing to receive priority consideration under the Qualified Opportunity Zones priority must provide a sufficient narrative explanation in order for OJP to identify clearly the public safety benefit the applicant anticipates that its project will have on a specified QOZ(s). The narrative and the list of affected QOZs (by census tract number) must be included as an attachment that is clearly labeled as addressing QOZs. The applicant may also include tables, charts, graphs, or other relevant illustrations that may be useful in comprehending the manner in which the proposed project is anticipated to benefit a QOZ(s). Applicants will submit the narrative by uploading the document as an attachment in JustGrants.

Research and Evaluation Independence and Integrity Statement

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. Applicants will submit a description of their research and evaluation independence and integrity by uploading the document as an attachment in JustGrants. For additional information regarding demonstrating research/evaluation independence and integrity, including appropriate safeguards, see the [OJP Grant Application Resource Guide](#).

Training Plan

Training plan that describes the number and type of training events planned to ensure that program partners are prepared to identify, refer, and provide services to human trafficking victims. Applicants should describe how they will leverage existing training, including OVC's foundational online training [Understanding Human Trafficking](#), for staff and partners. Grantees will consult with OVC's training and technical assistance providers, including the OVC Training and Technical Assistance Center (TTAC), regarding available content to inform training funded under this solicitation.

Documentation of Rural Challenges (if applicable)

As is mentioned above, OJP will give priority consideration in award decisions to applications that address specific challenges that rural communities face. Each applicant proposing to receive priority consideration under the rural priority must provide a sufficient narrative to include what makes the geographic service area rural (using U.S. Census or other appropriate government data), how isolated the area is from needed services, and how it will address specific challenges in rural communities. Applicants will submit the narrative by uploading the document as an attachment in JustGrants.

Documentation of High Poverty or Persistent Poverty Counties (if applicable)

As mentioned above, OJP will give priority consideration in award decisions to applications that demonstrate that the individuals who will benefit from the requested grant reside in high-poverty areas or persistent-poverty counties as defined above. Each applicant proposing to receive consideration under the High-Poverty Areas or Persistent-Poverty Counties priority must provide a sufficient narrative explanation to identify each specific High-Poverty Area (by census tract number(s)) and/or each specific Persistent-Poverty County where individuals are intended to benefit from the requested grant and how the requested grant will address specific challenges in each such identified area and/or county. Applicants will submit the narrative by uploading the document as an attachment in JustGrants.

Position Descriptions and Resumes

Position descriptions and resumes for key positions should be tailored to the applicant to demonstrate the qualifications of staff involved in the project.

Disclosures and Assurances

Applicants will complete the following disclosures and assurances.

Disclosure of Lobbying Activities

Applicants will complete and submit the SF-LLL in Grants.gov. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

See the DOJ Certified Standard Assurances in the [OJP Grant Application Resource Guide](#).

Applicant Disclosure of Duplication in Cost Items

Applicants will complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants will review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. See [OJP Grant Application Resource Guide](#).

Applicant Disclosure and Justification - DOJ High Risk Grantees (if applicable)

If applicable, applicants will submit as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information. A DOJ High Risk Grantee is a recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

How to Apply

Applicants will submit an SF-424 and an SF-LLL in Grants.gov at <https://www.grants.gov/web/grants/register.html>.

Applicants will submit the **full application** including attachments in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov).

For additional information, see the "How to Apply" section in the [OJP Grant Application Resource Guide](#).

Submission Dates and Time

The SF-424 and the SF-LLL will be submitted in Grants.gov by 11:59 p.m., eastern time (ET) on April 16, 2021. OJP urges applicants to submit applications at least 72 hours prior to the application due date to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov and to correct in a timely fashion any problems that may have caused a rejection notification.

The **full application** will be submitted in JustGrants on April 30, 2021 by 11:59 p.m., eastern time (ET).

To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

Application Review Information

Review Criteria

a. Scored Review Criteria

Applications that meet basic minimum requirements will be evaluated by peer reviewers. Applications will be evaluated on how the proposed project/program addresses the following criteria:

1. Statement of the Problem/Description of the Issue (20%) - evaluate the applicant's understanding of the program/issue to be addressed.
2. Project Design and Implementation (30%) - evaluate the adequacy of the proposal, including the goals, objectives, timelines, milestones, and deliverables.
3. Capabilities and Competencies (25%) - evaluate administrative and technical capacity of the applicant to successfully accomplish the goals and objectives.
4. Plan for Collecting the Data Required for this Solicitation's Performance Measures (5%) - evaluate the applicant's understanding of the performance data reporting requirements and the plan for collecting the required data.
5. Budget (10%) - evaluate for completeness, cost effectiveness, and allowability (e.g., reasonable, allocable, and necessary for project activities)
6. Letters of Support, Letters of Intent, and MOUs from project partners (10%).

b. Additional Review Criteria

Other important considerations for OVC include geographic diversity, strategic priorities (specifically including, but not limited to, those mentioned above relating to addressing specific challenges that rural communities face, high-poverty areas or persistent-poverty counties, demonstrable potential enhancement to public safety in one or more federally designated Qualified Opportunity Zones), available funding, past performance, and the extent to which the Budget Worksheet and Budget Narrative (web-based form) accurately explain project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles.

Review Process

Applications submitted under this solicitation that meet basic minimum requirements, will be evaluated for technical merit by a peer review panel(s) in accordance with OJP peer review policy and procedures using the stated review criteria above.

OJP screens applications to ensure they meet the basic minimum requirements prior to conducting peer review. Although specific requirements may vary, the following are common requirements applicable to all solicitations for funding under OJP programs:

- The application must be submitted by an eligible type of applicant.
- The application must request funding within programmatic funding constraints (if applicable).
- The application must be responsive to the scope of the solicitation.
- The application must include all items necessary to meet the basic minimum requirements.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may take into account not only peer review ratings and OVC recommendations, but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information on information technology security.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in the Program Description section, any recipient of an award under this solicitation will be required to submit certain reports and data.

Required reports. Recipients typically must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance

with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measures data.

Federal Awarding Agency Contact(s)

For OJP contact(s), see the Contact Information section.

For contact information for Grants.gov, see the Contact Information section.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

See the [OJP Grant Application Resource Guide](#) for information on Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the [OJP Grant Application Resource Guide](#) for information on how to provide feedback to OJP.

Performance Measures

Award recipients will be required to submit performance measure data and performance reports in JustGrants. Examples of the performance measures questionnaire can be found at <https://ovc.ojp.gov/funding/performance-measures-overview>. Further guidance on the post-award submission process will be provided, if selected for award.

Appendix A: Types of Victim Services That OVC Funds

Type of Service	Service Provision Terms
Advocacy and Legal Assistance	<ul style="list-style-type: none"> ▪ Criminal Justice System-Based Advocacy ▪ Legal Services
Client Coordination	<ul style="list-style-type: none"> ▪ Client Intake ▪ Client Orientation ▪ Ongoing Case Management ▪ Social Service Advocacy and Explanation of Benefits/Entitlements/Availability
Client Safety and Well-Being	<ul style="list-style-type: none"> ▪ Crisis Intervention ▪ Emotional/Moral Support (Informal Counseling) ▪ Mental Health Treatment (Emergency and Long Term) ▪ Protection/Safety Planning
Education/ Employment Assistance	<ul style="list-style-type: none"> ▪ Education ▪ Employment Assistance
Health-Related Services	<ul style="list-style-type: none"> ▪ Dental (Emergency and Long Term) ▪ Medical Care (Emergency and Long Term) ▪ Substance Abuse Treatment
Provision of Material and Housing Assistance	<ul style="list-style-type: none"> ▪ Childcare ▪ Financial Assistance ▪ Housing/Shelter Advocacy ▪ Housing/Shelter Assistance ▪ Personal Items
Reunification and Repatriation Assistance	<ul style="list-style-type: none"> ▪ Family Reunification ▪ Repatriation
Support Services	<ul style="list-style-type: none"> ▪ Interpreter/Translator ▪ Transportation

Application Checklist

OVC FY 2021 Services for Victims of Human Trafficking

This application checklist has been created as an aid in developing an application.

What an Applicant Must Do:

Prior to Registering in Grants.gov:

- Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

To Register with Grants.gov:

- Acquire AOR and Grants.gov username/password (see [OJP Grant Application Resource Guide](#))
- Acquire AOR confirmation from the E-Biz POC (see [OJP Grant Application Resource Guide](#))

To Find Funding Opportunity:

- Search for the Funding Opportunity on Grants.gov
- Select the correct Competition ID
- Access Funding Opportunity and Application Package(see [OJP Grant Application Resource Guide](#))
- Sign up for Grants.gov email [notifications](#) (optional)(see [OJP Grant Application Resource Guide](#))
- Read [Important Notice: Applying for Grants in Grants.gov](#)
- Read OJP policy and guidance on conference approval, planning, reporting available at ovc.ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm(see [OJP Grant Application Resource Guide](#))

Overview of Post-Award Legal Requirements:

- Review the" [Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2021 Awards](#)" in the [OJP Funding Resource Center](#).

Scope Requirement:

- The federal amount requested is within the allowable limit(s) of *[insert dollar amount]*.

Eligibility Requirement:

- State governments
 - City or township governments
 - Public and State controlled institutions of higher education
 - County governments
 - Public housing authorities/Indian housing authorities
 - Native American tribal organizations (other than Federally recognized tribal governments)
 - Native American tribal governments (Federally recognized)
 - Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education
- Submit **SF-424** and **SF-LLL** in Grants.gov

After SF-424 and SF-LLL Submission in Grants.gov, Receive Grants.gov Email Notifications That:

- Submission has been received in Grants.gov
- Submission has either been successfully validated or rejected with errors(see [OJP Grant Application Resource Guide](#))

If No Grants.gov Receipt, and Validation or Error Notifications are Received:

- Contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, at the [Grants.gov customer support webpage](#), or email at support@grants.gov regarding technical difficulties (see [OJP Grant Application Resource Guide](#) regarding technical difficulties(see [OJP Grant Application Resource Guide](#)))

Receive email notification to complete application in JustGrants:

- Complete Application in JustGrants

The following items are critical application elements required to pass Basic Minimum Requirements review. An application that OJP determines does not include the application elements that must be included in the application submission in order for the application to meet the basic minimum requirements, will neither proceed to peer review, nor receive further consideration.

- **Proposal Abstract**
- **Proposal Narrative**
- **Budget Worksheet and Budget Narrative (web-based form)** (see [OJP Grant Application Resource Guide](#))

Content of Application Submission

- Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov
- Standard Applicant Information (SF-424 info from Grants.gov)

Budget and Associated Documentation

- Indirect Cost Rate Agreement (if applicable)(see [OJP Grant Application Resource Guide](#))
- Financial Management and System of Internal Controls Questionnaire(see [OJP Grant Application Resource Guide](#))
- Disclosure of Process related to Executive Compensation

Additional Application Components

- Service Partner MOUs, Letters of Intent, and Subcontracts/Subgrants
- Position Descriptions and Resumes
- Training Plan
- Research and Evaluation Independence and Integrity(see [OJP Grant Application Resource Guide](#))
- Documentation of rural challenges (if applicable)
- Documentation of high-poverty or persistent poverty counties (if applicable)
- Documentation of enhanced public safety in federally designated Qualified Opportunity Zones (if applicable)
- Request and Justification for Employee Compensation; Waiver (if applicable) (see [OJP Grant Application Resource Guide](#))

Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#)(see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (Pending Applications)(see [OJP Grant Application Resource Guide](#))
- DOJ Certified Standard Assurance (see [OJP Grant Application Resource Guide](#))
- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure and Justification - DOJ High Risk Grantees (if applicable)(see [OJP Grant Application Resource Guide](#))

Submit Application in JustGrants:

- Application has been successfully submitted in JustGrants

If No JustGrants Application Submission, Validation, or Error Notifications are Received:

- Contact JustGrants.Support@usdoj.gov or 833-872-5175 regarding technical difficulties

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked <i>(# of hours, days, months, years)</i>	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
Kendall, Keysha	Victim Advocate	\$63,735.00	yearly	1	50%	\$31,868		\$31,868
Total(s)						\$31,868	\$0	\$31,868

Narrative

This grant would fund .5 FTE of a current advocate position. The salary for Year 1 is calculated based on the current salary with an additional 3.5% merit increase and a 2.0% cost of living increase that will occur July 2022.

Budget Detail - Year 1

B. Fringe Benefits						
Name		Computation				
<i>List each grant-supported position receiving fringe benefits.</i>		<i>Show the basis for computation.</i>				
		Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
Victim Advocate		\$34,623.00	50.00%	\$17,312		\$17,312
Total(s)				\$17,312	\$0	\$17,312
Narrative						
<p>This grant would fund .5 FTE of a current advocate position. The fringe for Year 1 was calculated based on the current cost of fringe benefits with the addition of the average annual increase in costs of 4%. The fringe benefits include: Health, pension, disability, life insurance, statutory costs and county administration costs.</p>						

Budget Detail - Year 1

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
Total(s)								\$0	\$0	\$0
Narrative										

Budget Detail - Year 1

D. Equipment					
Item <i>List and describe each item of equipment that will be purchased</i>	Computation <i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Budget Detail - Year 1

E. Supplies						
Supply Items		Computation				
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Budget Detail - Year 1

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Budget Detail - Year 1

G. Subawards (Subgrants)								
Description	Purpose		Consultant?					
<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>		<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
				Total Cost	Non-Federal Contribution	Federal Request		
						\$0		
			Total(s)	\$0	\$0	\$0		
Consultant Travel (if necessary)								
Purpose of Travel	Location	Type of Expense	Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
			Total		\$0	\$0	\$0	
Narrative								
H. Procurement Contracts								
Description	Purpose		Consultant?					

Budget Detail - Year 1

<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	<i>Describe the purpose of the contract</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>			
			Total Cost	Non-Federal Contribution	Federal Request
					\$0
Total(s)			\$0	\$0	\$0

Consultant Travel (if necessary)								
Purpose of Travel	Location	Type of Expense	Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0

Narrative

I. Other Costs	
Description	Computation

Budget Detail - Year 1

<i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>	<i>Show the basis for computation</i>						
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Total(s)					\$0	\$0	\$0
Narrative							

Budget Detail - Year 1

J. Indirect Costs						
Description <i>Describe what the approved rate is and how it is applied.</i>		Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
		<i>Base</i>	<i>Indirect Cost Rate</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Budget Detail - Year 2

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked <i>(# of hours, days, months, years)</i>	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
Kendall, Keysha	Victim Advocate	\$67,285.00	yearly	1	50%	\$33,643		\$33,643
Total(s)						\$33,643	\$0	\$33,643

Narrative

This grant would fund .5 FTE of a current advocate position. The salary for Year 1 is calculated based on the current salary with an additional 3.5% merit increase and a 2.0% const of living increase that will occur July 2023.

Budget Detail - Year 2

B. Fringe Benefits						
Name		Computation				
<i>List each grant-supported position receiving fringe benefits.</i>		<i>Show the basis for computation.</i>				
		Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
Victim Advocate		\$35,937.00	50.00%	\$17,969		\$17,969
Total(s)				\$17,969	\$0	\$17,969
Narrative						
<p>This grant would fund .5 FTE of a current advocate position. The fringe for Year 2 was calculated based on the current cost of fringe benefits with the addition of the average yearly increase in costs of 4%. The fringe benefits include: Health, pension, disability, life insurance, statutory costs and county administration costs.</p>						

Budget Detail - Year 2

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
Total(s)								\$0	\$0	\$0
Narrative										

Budget Detail - Year 2

D. Equipment						
Item		Computation				
<i>List and describe each item of equipment that will be purchased</i>		<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Budget Detail - Year 2

E. Supplies						
Supply Items		Computation				
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Budget Detail - Year 2

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Budget Detail - Year 2

<p><i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i></p>		<p><i>Describe the purpose of the contract</i></p>		<p><i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i></p>							
						Total Cost	Non-Federal Contribution	Federal Request			
								\$0			
Total(s)						\$0	\$0	\$0			
Consultant Travel (if necessary)											
Purpose of Travel		Location		Type of Expense		Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>		<i>Indicate the travel destination.</i>		<i>Hotel, airfare, per diem</i>		<i>Compute the cost of each type of expense X the number of people traveling.</i>					
						Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
									\$0		\$0
Total						\$0	\$0	\$0			
Narrative											
I. Other Costs											
Description				Computation							

Budget Detail - Year 2

<i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>	<i>Show the basis for computation</i>						
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Total(s)					\$0	\$0	\$0
Narrative							

Budget Detail - Year 2

J. Indirect Costs						
Description <i>Describe what the approved rate is and how it is applied.</i>		Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
		<i>Base</i>	<i>Indirect Cost Rate</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Budget Detail - Year 3

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked <i>(# of hours, days, months, years)</i>	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
Kendall, Keysha	Victim Advocate	\$71,033.00	yearly	1	50%	\$35,517		\$35,517
Total(s)						\$35,517	\$0	\$35,517

Narrative

This grant would fund .5 FTE of a current advocate position. The salary for Year 1 is calculated based on the current salary with an additional 3.5% merit increase and a 2.0% cost of living increase that will occur July 2024.

Budget Detail - Year 3

B. Fringe Benefits						
Name		Computation				
<i>List each grant-supported position receiving fringe benefits.</i>		<i>Show the basis for computation.</i>				
		Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
Victim Advocate		\$37,374.00	50.00%	\$18,687		\$18,687
Total(s)				\$18,687	\$0	\$18,687
Narrative						
<p>This grant would fund .5 FTE of a current advocate position. The fringe for Year 3 was calculated based on the current cost of fringe benefits with the addition of the average increase in costs of 4% annually. The fringe benefits include: Health, pension, disability, life insurance, statutory costs and county administration costs.</p>						

Budget Detail - Year 3

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
Total(s)								\$0	\$0	\$0
Narrative										

Budget Detail - Year 3

D. Equipment					
Item <i>List and describe each item of equipment that will be purchased</i>	Computation <i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Budget Detail - Year 3

E. Supplies						
Supply Items		Computation				
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Budget Detail - Year 3

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Budget Detail - Year 3

G. Subawards (Subgrants)								
Description	Purpose		Consultant?					
<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>		<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
				Total Cost	Non-Federal Contribution	Federal Request		
						\$0		
			Total(s)	\$0	\$0	\$0		
Consultant Travel (if necessary)								
Purpose of Travel	Location	Type of Expense	Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
			Total		\$0	\$0	\$0	
Narrative								

H. Procurement Contracts			
Description	Purpose	Consultant?	

Budget Detail - Year 3

<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	<i>Describe the purpose of the contract</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>			
			Total Cost	Non-Federal Contribution	Federal Request
					\$0
Total(s)			\$0	\$0	\$0

Consultant Travel (if necessary)								
Purpose of Travel	Location	Type of Expense	Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0

Narrative

I. Other Costs	
Description	Computation

Budget Detail - Year 3

<i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>	<i>Show the basis for computation</i>						
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Total(s)					\$0	\$0	\$0
Narrative							

Budget Detail - Year 3

J. Indirect Costs						
Description <i>Describe what the approved rate is and how it is applied.</i>		Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
		<i>Base</i>	<i>Indirect Cost Rate</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						