

# AGENDA

**Thursday, January 6, 2022 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2022-01

**\*Update: Added III.A.2 – III.E.2**

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **\*\*\*COVID-19 Updates**

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

- A. Selection of Vice Chair (Chair Smith)

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

- A. Approval of a Clackamas County Supplemental Budget Resolution for Fiscal Year 2021-2022. (S. Montoya)
- B. Consideration of a Petition for the formation of a Special District under ORS Chapter 266 to be called the Hoodland Park District (J. Munns)

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

#### **A. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC
2. \*Approval of a Board Order for the purchase of Body Cameras, Tasers, Associated Accessories and Software Services, and Training from Axon Enterprise Inc through a Cooperative Contract. Total Contract Value is \$2,064,717 funded through the Sheriff's Office Levy. No County General Funds are involved. – CCSO
3. \*Approval of a Grant Agreement from the Oregon Department of Justice for Child Abuse Multidisciplinary Intervention Program Services. Total Grant Award is \$1,040,851.29 funded through the State of Oregon. No County General Funds are involved. – District Attorney

**B. \*Technology Services**

1. Approval of an Intergovernmental Agreement with the City of Sandy to provide Internet Services (ISP) to businesses along the CBX fiber network. Clackamas Broadband eXchange (CBX) will fund the expansion of the existing CBX network to interested businesses up to \$3,000 per customer utilizing existing CBX funding and reimbursed by the monthly internet service fee. No County General Funds are involved.

**C. \*Finance**

1. Approval of Amendment #1 to Contract #2905 with Rapid Response Bio Cleaning, LLC for Campsite Clean Up and Impact Reduction Services. Amendment #1 adds \$189,000 for a new total not to exceed value of \$315,000 and extends the duration of the contract through December 14, 2024. This is an on-call contract with services paid by Departments utilizing these services some of which may use County General Funds.

**D. \*Health, Housing and Human Services**

1. Approval of a Subrecipient Grant Agreement with Todos Juntos for PreventNet Community School drug and alcohol prevention services in Rural Clackamas County. Grant Agreement value is \$190,000. Funded through Oregon Department of Education. No County General funds are involved – CFCC
2. Approval of Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority (OHA) for access to the electronic referral system Oregon Tobacco Quit Line. Contract maximum value is \$40,000. Funded through Health Share of Oregon Grant. No County General Funds are involved. – Public Health
3. Approval of an Intergovernmental Agreement with Tualatin Valley Fire and Rescue for the Project Hope program. Contract not to exceed \$35,490. Funding through University of Baltimore Combating Opioid Overdose through Community-Level Initiative (COOCLI) grant. No County General Funds are involved. – Public Health
4. Approval of an Intergovernmental Agreement with Clackamas County Fire District #1 for the Project Hope program. Contract not to exceed \$31,090. Funding through University of Baltimore Combating Opioid Overdose through Community-Level Initiative (COOCLI) grant. No County General Funds are involved. – Public Health
5. Approval for Intergovernmental Agreement with Clackamas County Fire District #1 for Medical Direction Services for their Emergency Medical Program. Contract maximum is \$72,000. No County General funds are involved. – Public Health
6. Approval of a Non-Federal Subrecipient Grant Amendment #4 with Northwest Housing Alternatives for System Diversion, Homelessness Prevention, and Rapid Re-Housing Services. Amendment adds \$60,000 for a revised maximum contract value of \$600,000. Funded by the State of Oregon, Housing and Community Services Department. No County General Funds are involved. - Social Services

7. Approval of a revenue agreement with CareOregon for Integrated Care Model Expansions Funds intended to provide financial support for the construction of the new integrated Sandy Health Center. Maximum agreement value is \$500,000. Funding is through CareOregon. No County General Funds are involved. – Health Centers.
8. Approval to Apply for a funding opportunity with OHA COVID-19 School-Based Health and Recovery Funding 21-23. Award amount will be up to \$150,000. Funding is through Oregon Health Authority (OHA). No General County Funds are involved. – Health Centers
9. Approval of Amendment #06 to Intergovernmental Agreement #166036 with the State of Oregon, acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs. Amendment adds \$98,582.78 to the Agreement, increasing the maximum value to \$9,238,209.62. Funding through the State of Oregon, Oregon Health Authority. No County General Funds are involved. – Behavioral Health
10. Approval of an Intergovernmental Agreement with the University of Baltimore to accept a Grant Subaward for Combating Overdose through Community-Level Intervention Initiative to expand the capacity of Project Hope. Total Grant Award is \$233,457 funded through University of Baltimore grant. No County General Funds are involved. – Public Health
11. Approval of Subrecipient Grant Agreement Amendment #5 with Ant Farm, Inc., to Provide rent assistance to households impacted by the COVID-19 crises. Amendment #5 adds \$2,532,377 of Federal Emergency Rental Assistance funds and reduces Community Develop Block Grant COVID funds by \$409,946 due to the availability of the Federal Funds. Amendment #5 also extends the agreement through June 30, 2022. New contract total is \$11,442,019 funded through Federal, State, and HUD grants. No County General Funds are involved.

**E. \*Transportation and Development**

1. Approval to accept an Easement and Equitable Servitude (EES) for Clackamas County Leaking Underground Storage Tank Site #03-91-0385. Fiscal impact is unknown but expected to be minimal. Funded through Clackamas County Road Fund. No County General Funds are involved.
2. Approval of a Contract with Kittelson & Associates Inc. for Design Services for the Bilquist Elementary School Sidewalks. Total Contract Value is \$527,632. Funded through Oregon Department of Transportation State Grant and partially matched by System Development eligible funds. No County General Funds are involved.

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

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

## **V. COUNTY ADMINISTRATOR UPDATE**

## **VI. COMMISSIONERS COMMUNICATION**

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



**Department of Finance**

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

January 6, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

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

Purpose/Outcomes	Public hearing for supplemental budget change for FY21-22
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$24,847,786
Funding Source	Beginning Fund Balance, Taxes, Federal and State Operating Grants, Charge for Services, Miscellaneous Revenue, and Interfund Transfers
Duration	July 1, 2021-June 30, 2022
Previous Board Action/Review	Budget Adopted June 16, 2021 and revised September 30, 2021
Strategic Plan Alignment	Build public trust through good government by providing budget responsibility and transparency
Counsel Review	N/A
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: This is a Budget item and does not require Procurement's involvement
Contact Person	Sandra Montoya, email <a href="mailto:smontoya@clackamas.us">smontoya@clackamas.us</a>

**BACKGROUND:**

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

The effect of this resolution is an increase in revenues and appropriations of \$24,847,786

Item

1 General Fund 100 - Assessment & Taxation							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Federal, State, Local, All Other Gifts & Donations	1,395,000		1,395,000	Operating Expenses	9,435,547	62,442	9,497,989
All Other Revenue Sources	1,250,000		1,250,000				
General Fund Support	6,790,547	62,442	6,852,989				
<b>Revised Total Fund Resources</b>			<b>9,497,989</b>	<b>Revised Total Fund Requirements</b>			<b>9,497,989</b>

Comments: The General Fund - Assessment & Taxation Office is adding a full-time Property Appraisal position for the remainder of FY21-22 and requires additional General Fund Support.

2 General Fund 100 - Human Resources							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Charges, Fees, License, Permits, Fines, Assessments	3,763,705	-	3,763,705	Operating Expenses	5,063,700	153,797	5,217,497
General Fund Support	1,299,995	153,797	1,453,792				
<b>Revised Total Fund Resources</b>			<b>5,217,497</b>	<b>Revised Total Fund Requirements</b>			<b>5,217,497</b>

Comments: The General Fund - Human Resources Department is adding two full-time Human Resources Analyst positions for the remainder of FY21-22 and requires additional General Fund Support.

3 General Fund 100 - Public Government and Affairs							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	61,678	106,970	168,648	Operating Expenses	5,541,450	-	5,541,450
Charges, Fees, License, Permits, Fines, Assessments	1,300,919	61,505	1,362,424	Special Payments	371,371	168,475	539,846
All Other Revenue Resources	3,331,839	-	3,331,839				
Federal, State, Local, All Other Gifts & Donations	302,673	-	302,673				
General Fund Support	915,711	-	915,711				
<b>Revised Total Fund Resources</b>			<b>6,081,295</b>	<b>Revised Total Fund Requirements</b>			<b>6,081,296</b>

Comments: The General Fund - Public and Government Affairs Department is recognizing actual Beginning Fund Balance for Public, Education, and Government (PEG) and Charges for Services revenue and increasing Special Payments.

4 General Fund 100 - County Surveyor							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	3,049,105	-	3,049,105	Operating Expenses	12,566,392	(80,385)	12,486,007
Federal, State, Local, All Other Gifts & Donations	540,000	-	540,000	Contingency	768,372	-	768,372
Charges, Fees, License, Permits, Fines, Assessments	8,095,746	-	8,095,746	Special Payments	4,617,500	-	4,617,500
Revenue from Bonds & Other Debts	3,000	-	3,000	Interfund Transfers	45,000	-	45,000
All Other Revenue Resources	1,975,044	-	1,975,044	Reserve	679,829	-	679,829
General Fund Support	5,014,196	(80,385)	4,933,811				
<b>Revised Total Fund Resources</b>			<b>18,596,706</b>	<b>Revised Total Fund Requirements</b>			<b>18,596,708</b>

The General Fund - County Surveyor program is reducing General Fund Support for the transfer of a full-time Office Specialist position to the Public Land Corner Fund.

5 General Fund 100 - Sheriff							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
All Other Revenue Resources	7,036,803	-	7,036,803	Operating Expenses	88,620,627	-	88,620,627
Beginning Fund Balance	320,159	-	320,159	Special Payments	480,000	-	480,000
Charges, Fees, License, Permits, Fines, Assessments	13,831,320	-	13,831,320	Transfers	274,662	-	274,662
Federal, State, Local, All Other Gifts & Donations	1,588,962	-	1,588,962				
General Fund Support	66,533,841	-	66,533,841				
Other Interfund Transfers	54,203	1,725,286	1,779,489				
Revenue from Bonds & Other Debts	10,000		10,000				
<b>Revised Total Fund Resources</b>			<b>91,100,574</b>	<b>Revised Total Fund Requirements</b>			<b>89,375,289</b>

Comments: The General Fund - Sheriff's Office is recognizing American Rescue Plan Act (ARPA) funding through an Interfund Transfer from the Special Grant Fund (230).

6 General Fund 100 - Non Departmental							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	60,379,174	-	60,379,174	Operating Expenses	6,007,240	-	6,007,240
Taxes	145,254,181	-	145,254,181	Debt Services	14,698,720	-	14,698,720
Federal, State, Local, All Other Gifts & Donations	46,641,891	-	46,641,891	Special Payments	44,697,461	-	44,697,461
Charges, Fees, License, Permits, Fines, Assessments	10,750	-	10,750	Interfund Transfer	146,356,471	135,404	146,491,875
All Other Revenue Resources	4,217,583	-	4,217,583	Reserve	20,889,994	-	20,889,994
Other Interfund Transfers	1,280,408	-	1,280,408	Contingency	18,350,814	1,589,882	19,940,696
General Fund Support	4,744,699		4,744,699	Unappropriated Ending Fund Balance	11,527,986		11,527,986
<b>Revised Total Fund Resources</b>			<b>262,528,686</b>	<b>Revised Total Fund Requirements</b>			<b>264,253,972</b>

Comments: The General Fund - Non-Departmental is decreasing Contingency to transfer additional General Fund Support to the Assessment & Taxation Office and Human Resources Department for three new positions. The General Fund Support account is also reduced by the transfer of one position from the County Surveyor's program to the Public Land Corner Fund. The net impact of these changes is the use of \$135,404 from Contingency. The General Fund is also receiving ARPA revenue from the Special Grants Fund (See item 5 above).

7 County Fair Fund 201							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	1,763,197	-	1,763,197	Operating Expenses	4,852,669	-	4,852,669
Federal, State, Local, All Other Gifts & Donations	58,167	-	58,167	Contingency	814,429	166,560	980,989
Charges, Fees, License, Permits, Fines, Assessments	3,352,436	-	3,352,436	Special Payments	25,250	-	25,250
All Other Revenue Resources	1,038,500	-	1,038,500	Reserve	836,540	-	836,540
Other Interfund Transfers	516,588	166,560	683,148	Interfund Transfers	200,000	-	200,000
<b>Revised Total Fund Resources</b>			<b>6,895,448</b>	<b>Revised Total Fund Requirements</b>			<b>6,895,448</b>

Comments: The County Fair Fund is receiving ARPA revenue from the Special Grant Fund and increasing Contingency.

*Small differences between Resources and Requirements may exist due to rounding*

8 Law Library Fund 211							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	272,471	-	272,471	Operating Expenses	481,798	-	481,798
Charges, Fees, License, Permits, Fines, Assessments	323,727		323,727	Reserve	110,000	-	110,000
All Other Revenue Resources	6,600		6,600	Contingency	11,000	108,798	119,798
Other Interfund Transfers	-	108,798	108,798				
<b>Revised Total Fund Resources</b>			<b>711,596</b>	<b>Revised Total Fund Requirements</b>			<b>711,596</b>

Comments: The Law Library Fund is receiving ARPA revenue from the Special Grant Fund and increasing Contingency.

9 Library Network Fund 212							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	5,441,406	-	5,441,406	Operating Expenses	11,334,032	27,949	11,361,981
Federal, State, Local, All Other Gifts & Donations	4,561,461		4,561,461	Special Payments	850,000	-	850,000
Charges, Fees, License, Permits, Fines, Assessments	1,145,296		1,145,296	Reserve	2,001,974	-	2,001,974
All Other Revenue Resources	829,250		829,250	Contingency	248,881	-	248,881
General Fund Support	2,457,474		2,457,474				
Other Interfund Transfers	-	27,949	27,949				
<b>Revised Total Fund Resources</b>			<b>14,462,836</b>	<b>Revised Total Fund Requirements</b>			<b>14,462,836</b>

Comments: The Library Network Fund is receiving ARPA revenue from the Special Grant Fund and increasing Operating Expenses.

10 Road Fund 215							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	45,179,036	-	45,179,036	Operating Expenses	79,285,174	-	79,285,174
Federal, State, Local, All Other Gifts & Donations	45,929,447		45,929,447	Special Payments	5,405,000	-	5,405,000
Charges, Fees, License, Permits, Fines, Assessments	14,813,143		14,813,143	Reserve	3,932,099	-	3,932,099
Revenue from Bonds & Other Debts	29,642		29,642	Transfers	1,845,813		1,845,813
All Other Revenue Resources	3,214,027		3,214,027	Contingency	19,706,000	2,016,845	21,722,845
General Fund Support	759,556		759,556				
Other Interfund Transfers	249,235.00	2,016,845	2,266,080				
<b>Revised Total Fund Resources</b>			<b>112,190,931</b>	<b>Revised Total Fund Requirements</b>			<b>112,190,931</b>

Comments: The Road Fund is receiving ARPA revenue from the Special Grant Fund and increasing Contingency.

11 Special Grant Fund 230							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Federal, State, Local, All Other Gifts & Donations	40,613,961	-	40,613,961	Operating Expenses	13,000,000	-	13,000,000
	-	-	-	Special Payments	27,613,961	(7,824,096)	19,789,865
				Transfers	-	7,824,096	7,824,096
<b>Revised Total Fund Resources</b>			<b>40,613,961</b>	<b>Revised Total Fund Requirements</b>			<b>40,613,961</b>

Comments: The Special Grants Fund (ARPA) is moving budget authority from Special Payments to Transfers to various departments for lost revenues in FY20-21.

12 Public Land Corner 224							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	1,458,284	-	1,458,284	Operating Expenses	943,738	100,481	1,044,219
Charges, Fees, License, Permits, Fines, Assessments	1,097,325	20,096	1,117,421	Reserve	275,000	-	275,000
All Other Revenue Resources	15,000		15,000	Contingency	1,351,871	(80,385)	1,271,486
<b>Revised Total Fund Resources</b>			<b>2,590,705</b>	<b>Revised Total Fund Requirements</b>			<b>2,590,705</b>

Comments: The Public Land Corner Fund is recognizing additional Charges for Services revenue and reducing Contingency for the transfer of a full-time Office Specialist position originally budgeted in the County Surveyor program to better meet programs demands.

13 Health Housing & Human Services Fund 240 - Children, Family & Community Connections and Social Services							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	25,855,187	7,082,587	32,937,774	Operating Expenses	96,350,463	16,253,514	112,603,977
Charges, Fees, License, Permits, Fines, Assessments	11,511,611	-	11,511,611	Special Payments	24,161,768	(400,000)	23,761,768
All Other Revenue Resources	982,500		982,500	Contingency	7,558,625	1,291,461	8,850,086
Federal, State, Local, All Other Gifts & Donations	79,206,597	8,770,927	87,977,524	Debt Service	4,000	-	4,000
General Fund Support	9,785,892		9,785,892	Interfund Transfer	212,213	-	212,213
Other Interfund Transfers	365,283	1,291,461	1,656,744				
Revenue from Bonds & Other Debts	580,000		580,000				
<b>Revised Total Fund Resources</b>			<b>145,432,045</b>	<b>Revised Total Fund Requirements</b>			<b>145,432,044</b>

Comments: The Health Housing & Human Services Fund 240 - Children, Family & Community Connection, Social Services, and Public Health is recognizing Oregon Housing & Community Services restricted fund balance revenue and grant revenue from Oregon Emergency Rental Assistant program and Low Income Home Energy Assistant program and. These increases will provide additional support for the Public Health Modernization program and the Federal Rental Assistant program and convert several temporary case manager positions to limited duration to help support the rental program in Social Services. This fund is also receiving ARPA revenue from the Special Grant Fund and increasing Contingency.

14 Health Centers Fund 253							
Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	14,061,297	-	14,061,297	Operating Expenses	49,197,605	52,260	49,249,865
Charges, Fees, License, Permits, Fines, Assessments	39,144,948	52,260	39,197,208	Special Payments	6,376	-	6,376
All Other Revenue Resources	734,831		734,831	Contingency	10,561,297	-	10,561,297
Federal, State, Local, All Other Gifts & Donations	5,259,330		5,259,330				
General Fund Support	518,909		518,909				
Revenue from Bonds & Other Debts	45,963		45,963				
<b>Revised Total Fund Resources</b>			<b>59,817,538</b>	<b>Revised Total Fund Requirements</b>			<b>59,817,538</b>

Comments: The Health Centers Fund is recognizing additional Medicaid revenue and increasing Operating Expenses to increase two positions standard hours for additional behavioral health services and patient access program support.

*Small differences between Resources and Requirements may exist due to rounding*

15 Transient Lodging Tax Fund 255								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Beginning Fund Balance	1,246,274	-	1,246,274	Operating Expenses	2,802,170	100,000	2,902,170	
Federal, State, Local, All Other Gifts & Donations	303,105	-	303,105	Transfers	588,788	(72,200)	516,588	
All Other Revenue Resources	3,306,454	27,800	3,334,254	Contingency	1,464,874	2,237,819	3,702,693	
Other Interfund Transfers	-	2,237,819	2,237,819					
<b>Revised Total Fund Resources</b>			<b>7,121,452</b>	<b>Revised Total Fund Requirements</b>			<b>7,121,451</b>	

Comments: The Transient Lodging Tax Fund is recognizing additional Transient Room Tax revenue and transferring budget authority from Transfers to Operating Expenses to cover increased fees. This fund is also receiving ARPA revenue from the Special Grant Fund and increasing Contingency.

16 Parks & Forestry Fund 257								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Beginning Fund Balance	3,732,273	-	3,732,273	Operating Expenses	5,569,419	-	5,569,419	
Federal, State, Local, All Other Gifts & Donations	1,498,628	-	1,498,628	Special Payments	2,000	-	2,000	
Charges, Fees, License, Permits, Fines, Assessments	1,350,559	-	1,350,559	Contingency	373,520	249,378	622,898	
Revenue from Bonds & Other Debts	1,009,900	-	1,009,900	Reserve	2,369,773	-	2,369,773	
All Other Revenue Resources	262,471	-	262,471					
Other Interfund Transfers	245,000	249,378	494,378					
General Fund Support	215,882	-	215,882					
<b>Revised Total Fund Resources</b>			<b>8,564,091</b>	<b>Revised Total Fund Requirements</b>			<b>8,564,090</b>	

Comments: The Parks & Forestry Fund is receiving ARPA revenue from the Special Grant Fund and increasing Contingency.

17 Stone Creek Golf Course Fund 601								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Beginning Fund Balance	1,253,558	465,000	1,718,558	Operating Expenses	2,632,999	765,691	3,398,690	
Charges, Fees, License, Permits, Fines, Assessments	2,800,000	82,621	2,882,621	Special Payments	1,000	-	1,000	
All Other Revenue Resources	5,000	218,070	223,070	Interfund Transfer	200,000	-	200,000	
		-	-	Reserve	836,540	-	836,540	
		-	-	Contingency	388,019	-	388,019	
<b>Revised Total Fund Resources</b>			<b>4,824,249</b>	<b>Revised Total Fund Requirements</b>			<b>4,824,249</b>	

Comments: The Stone Creek Golf Course Fund is recognizing Beginning Fund Balance and unanticipated insurance and contract revenue and increasing Operating Expenses for delayed projects from FY20-21.

*Small differences between Resources and Requirements may exist due to rounding*

**RECOMMENDATION:**

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

Sincerely,



Elizabeth Comfort  
Finance Director



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

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



Resolution Order No. \_\_\_\_\_

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

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

WHEREAS; a public hearing to discuss the supplemental budget was held before the Board of County Commissioners on January 6, 2022.

WHEREAS; the funds being adjusted are:

General Fund – Assessors	Road Fund
General Fund – Human Resources	Special Grant Fund
General Fund – Public Government & Affairs	Public Land Corner Fund
General Fund – County Surveyor	Health, Housing & Human Services Fund–Children Family and Community Connections, Social Services, and Public Health
General Fund – Sheriff	Health Centers Fund
General Fund – Non Departmental	Transient Lodging Tax Fund
County Fair Fund	Parks & Forestry Fund
Law Library Fund	Stone Creek Golf Course Fund
Library Network Fund	

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

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

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

**DATED** this 6th day of January, 2022

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**SUMMARY OF PROPOSED BUDGET CHANGES**

**Exhibit A**

**January 6, 2022**

AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

Item

<b>1 General Fund 100 - Assessment &amp; Taxation</b>								
<b>Resources</b>								
	<b>Original</b>	<b>Change</b>	<b>Revised</b>	<b>Requirement</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>	
Federal, State, Local, All Other Gifts & Donations	1,395,000		1,395,000	Operating Expenses	9,435,547	62,442	9,497,989	
All Other Revenue Sources	1,250,000		1,250,000					
General Fund Support	6,790,547	62,442	6,852,989					
<b>Revised Total Fund Resources</b>			<b>9,497,989</b>	<b>Revised Total Fund Requirements</b>				<b>9,497,989</b>

Comments: The General Fund - Assessment & Taxation Office is adding a full-time Property Appraisal position for the remainder of FY21-22 and requires additional General Fund Support.

<b>2 General Fund 100 - Human Resources</b>								
<b>Resources</b>								
	<b>Original</b>	<b>Change</b>	<b>Revised</b>	<b>Requirement</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>	
Charges, Fees, License, Permits, Fines, Assessments	3,763,705	-	3,763,705	Operating Expenses	5,063,700	153,797	5,217,497	
General Fund Support	1,299,995	153,797	1,453,792					
<b>Revised Total Fund Resources</b>			<b>5,217,497</b>	<b>Revised Total Fund Requirements</b>				<b>5,217,497</b>

Comments: The General Fund - Human Resources Department is adding two full-time Human Resources Analyst positions for the remainder of FY21/22 and requires additional General Fund Support.

<b>3 General Fund 100 - Public Government and Affairs</b>								
<b>Resources</b>								
	<b>Original</b>	<b>Change</b>	<b>Revised</b>	<b>Requirement</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>	
Beginning Fund Balance	61,678	106,970	168,648	Operating Expenses	5,541,450	-	5,541,450	
Charges, Fees, License, Permits, Fines, Assessments	1,300,919	61,505	1,362,424	Special Payments	371,371	168,475	539,846	
All Other Revenue Resources	3,331,839	-	3,331,839					
Federal, State, Local, All Other Gifts & Donations	302,673	-	302,673					
General Fund Support	915,711	-	915,711					
<b>Revised Total Fund Resources</b>			<b>6,081,295</b>	<b>Revised Total Fund Requirements</b>				<b>6,081,296</b>

Comments: The General Fund - Public and Government Affairs Department is recognizing actual Beginning Fund Balance for Public, Education, and Government (PEG) and Charges for Services revenue and increasing Special Payments.

<b>4 General Fund 100 - County Surveyor</b>								
<b>Resources</b>								
	<b>Original</b>	<b>Change</b>	<b>Revised</b>	<b>Requirement</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>	
Beginning Fund Balance	3,049,105	-	3,049,105	Operating Expenses	12,566,392	(80,385)	12,486,007	
Federal, State, Local, All Other Gifts & Donations	540,000	-	540,000	Contingency	768,372	-	768,372	
Charges, Fees, License, Permits, Fines, Assessments	8,095,746	-	8,095,746	Special Payments	4,617,500	-	4,617,500	
Revenue from Bonds & Other Debts	3,000	-	3,000	Interfund Transfers	45,000	-	45,000	
All Other Revenue Resources	1,975,044	-	1,975,044	Reserve	679,829	-	679,829	
General Fund Support	5,014,196	(80,385)	4,933,811					
<b>Revised Total Fund Resources</b>			<b>18,596,706</b>	<b>Revised Total Fund Requirements</b>				<b>18,596,708</b>

The General Fund - County Surveyor program is reducing General Fund Support for the transfer of a full-time Office Specialist position to the Public Land Corner Fund.

<b>5 General Fund 100 - Sheriff</b>								
<b>Resources</b>								
	<b>Original</b>	<b>Change</b>	<b>Revised</b>	<b>Requirement</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>	
All Other Revenue Resources	7,036,803	-	7,036,803	Operating Expenses	88,620,627	-	88,620,627	
Beginning Fund Balance	320,159	-	320,159	Special Payments	480,000	-	480,000	
Charges, Fees, License, Permits, Fines, Assessments	13,831,320	-	13,831,320	Transfers	274,662	-	274,662	
Federal, State, Local, All Other Gifts & Donations	1,588,962	-	1,588,962					
General Fund Support	66,533,841	-	66,533,841					
Other Interfund Transfers	54,203	1,725,286	1,779,489					
Revenue from Bonds & Other Debts	10,000		10,000					
<b>Revised Total Fund Resources</b>			<b>91,100,574</b>	<b>Revised Total Fund Requirements</b>				<b>89,375,289</b>

Comments: The General Fund - Sheriff's Office is recognizing American Rescue Plan Act (ARPA) funding through an Interfund Transfer from the Special Grant Fund (230).

<b>6 General Fund 100 - Non Departmental</b>								
<b>Resources</b>								
	<b>Original</b>	<b>Change</b>	<b>Revised</b>	<b>Requirement</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>	
Beginning Fund Balance	60,379,174	-	60,379,174	Operating Expenses	6,007,240	-	6,007,240	
Taxes	145,254,181	-	145,254,181	Debt Services	14,698,720	-	14,698,720	
Federal, State, Local, All Other Gifts & Donations	46,641,891	-	46,641,891	Special Payments	44,697,461	-	44,697,461	
Charges, Fees, License, Permits, Fines, Assessments	10,750	-	10,750	Interfund Transfer	146,356,471	135,404	146,491,875	
All Other Revenue Resources	4,217,583	-	4,217,583	Reserve	20,889,994	-	20,889,994	
Other Interfund Transfers	1,280,408	-	1,280,408	Contingency	18,350,814	1,589,882	19,940,696	
General Fund Support	4,744,699		4,744,699	Unappropriated Endin	11,527,986		11,527,986	
<b>Revised Total Fund Resources</b>			<b>262,528,686</b>	<b>Revised Total Fund Requirements</b>				<b>264,253,972</b>

Comments: The General Fund - Non-Departmental is decreasing Contingency to transfer additional General Fund Support to the Assessment & Taxation Office and Human Resources Department for three new positions. The General Fund Support account is also reduced by the transfer of one position from the County Surveyor's program to the Public Land Corner Fund. The net impact of these changes is the use of \$135,404 from Contingency. The General Fund is also receiving ARPA revenue from the Special Grants Fund (See item 5 above).

*Small differences between Resources and Requirements may exist due to rounding*

**7 County Fair Fund 201**

Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	1,763,197	-	1,763,197	Operating Expenses	4,852,669	-	4,852,669
Federal, State, Local, All Other Gifts & Donations	58,167	-	58,167	Contingency	814,429	166,560	980,989
Charges, Fees, License, Permits, Fines, Assessments	3,352,436	-	3,352,436	Special Payments	25,250	-	25,250
All Other Revenue Resources	1,038,500	-	1,038,500	Reserve	836,540	-	836,540
Other Interfund Transfers	516,588	166,560	683,148	Interfund Transfers	200,000	-	200,000
<b>Revised Total Fund Resources</b>			<b>6,895,448</b>	<b>Revised Total Fund Requirements</b>			<b>6,895,448</b>

Comments: The County Fair Fund is receiving ARPA revenue from the Special Grant Fund and increasing Contingency.

**8 Law Library Fund 211**

Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	272,471	-	272,471	Operating Expenses	481,798	-	481,798
Charges, Fees, License, Permits, Fines, Assessments	323,727	-	323,727	Reserve	110,000	-	110,000
All Other Revenue Resources	6,600	-	6,600	Contingency	11,000	108,798	119,798
Other Interfund Transfers	-	108,798	108,798				
<b>Revised Total Fund Resources</b>			<b>711,596</b>	<b>Revised Total Fund Requirements</b>			<b>711,596</b>

Comments: The Law Library Fund is receiving ARPA revenue from the Special Grant Fund and increasing Contingency.

**9 Library Network Fund 212**

Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	5,441,406	-	5,441,406	Operating Expenses	11,334,032	27,949	11,361,981
Federal, State, Local, All Other Gifts & Donations	4,561,461	-	4,561,461	Special Payments	850,000	-	850,000
Charges, Fees, License, Permits, Fines, Assessments	1,145,296	-	1,145,296	Reserve	2,001,974	-	2,001,974
All Other Revenue Resources	829,250	-	829,250	Contingency	248,881	-	248,881
General Fund Support	2,457,474	-	2,457,474				
Other Interfund Transfers	-	27,949	27,949				
<b>Revised Total Fund Resources</b>			<b>14,462,836</b>	<b>Revised Total Fund Requirements</b>			<b>14,462,836</b>

Comments: The Library Network Fund is receiving ARPA revenue from the Special Grant Fund and increasing Operating Expenses.

**10 Road Fund 215**

Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	45,179,036	-	45,179,036	Operating Expenses	79,285,174	-	79,285,174
Federal, State, Local, All Other Gifts & Donations	45,929,447	-	45,929,447	Special Payments	5,405,000	-	5,405,000
Charges, Fees, License, Permits, Fines, Assessments	14,813,143	-	14,813,143	Reserve	3,932,099	-	3,932,099
Revenue from Bonds & Other Debts	29,642	-	29,642	Transfers	1,845,813	-	1,845,813
All Other Revenue Resources	3,214,027	-	3,214,027	Contingency	19,706,000	2,016,845	21,722,845
General Fund Support	759,556	-	759,556				
Other Interfund Transfers	249,235.00	2,016,845	2,266,080				
<b>Revised Total Fund Resources</b>			<b>112,190,931</b>	<b>Revised Total Fund Requirements</b>			<b>112,190,931</b>

Comments: The Road Fund is receiving ARPA revenue from the Special Grant Fund and increasing Contingency.

**11 Special Grant Fund 230**

Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Federal, State, Local, All Other Gifts & Donations	40,613,961	-	40,613,961	Operating Expenses	13,000,000	-	13,000,000
	-	-	-	Special Payments	27,613,961	(7,824,096)	19,789,865
				Transfers	-	7,824,096	7,824,096
<b>Revised Total Fund Resources</b>			<b>40,613,961</b>	<b>Revised Total Fund Requirements</b>			<b>40,613,961</b>

Comments: The Special Grants Fund (ARPA) is moving budget authority from Special Payments to Transfers to various departments for lost revenues in FY20-21.

**12 Public Land Corner 224**

Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	1,458,284	-	1,458,284	Operating Expenses	943,738	100,481	1,044,219
Charges, Fees, License, Permits, Fines, Assessments	1,097,325	20,096	1,117,421	Reserve	275,000	-	275,000
All Other Revenue Resources	15,000	-	15,000	Contingency	1,351,871	(80,385)	1,271,486
<b>Revised Total Fund Resources</b>			<b>2,590,705</b>	<b>Revised Total Fund Requirements</b>			<b>2,590,705</b>

Comments: The Public Land Corner Fund is recognizing additional Charges for Services revenue and reducing Contingency for the transfer of a full-time Office Specialist position originally budgeted in the County Surveyor program to better meet programs demands.

**13 Health Housing & Human Services Fund 240 - Children, Family & Community Connections and Social Services**

Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	25,855,187	7,082,587	32,937,774	Operating Expenses	96,350,463	16,253,514	112,603,977
Charges, Fees, License, Permits, Fines, Assessments	11,511,611	-	11,511,611	Special Payments	24,161,768	(400,000)	23,761,768
All Other Revenue Resources	982,500	-	982,500	Contingency	7,558,625	1,291,461	8,850,086
Federal, State, Local, All Other Gifts & Donations	79,206,597	8,770,927	87,977,524	Debt Service	4,000	-	4,000
General Fund Support	9,785,892	-	9,785,892	Interfund Transfer	212,213	-	212,213
Other Interfund Transfers	365,283	1,291,461	1,656,744				
Revenue from Bonds & Other Debts	580,000	-	580,000				
<b>Revised Total Fund Resources</b>			<b>145,432,045</b>	<b>Revised Total Fund Requirements</b>			<b>145,432,044</b>

The Health Housing & Human Services Fund 240 - Children, Family & Community Connection, Social Services, and Public Health is recognizing Oregon Housing & Community Services restricted fund balance revenue and grant revenue from Oregon Emergency Rental Assistant program and Low Income Home Energy Assistant program and. These increases will provide additional support for the Public Health Modernization program and the Federal Rental Assistant program and convert several temporary case manager positions to limited duration to help support the rental program in Social Services. This fund is also receiving ARPA revenue from the Special Grant Fund and increasing Contingency.

Small differences between Resources and Requirements may exist due to rounding

14 Health Centers Fund 253

Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	14,061,297	-	14,061,297	Operating Expenses	49,197,605	52,260	49,249,865
Charges, Fees, License, Permits, Fines, Assessments	39,144,948	52,260	39,197,208	Special Payments	6,376	-	6,376
All Other Revenue Resources	734,831	-	734,831	Contingency	10,561,297	-	10,561,297
Federal, State, Local, All Other Gifts & Donations	5,259,330	-	5,259,330				
General Fund Support	518,909	-	518,909				
Revenue from Bonds & Other Debts	45,963	-	45,963				
<b>Revised Total Fund Resources</b>			<b>59,817,538</b>	<b>Revised Total Fund Requirements</b>			<b>59,817,538</b>

Comments: The Health Centers Fund is recognizing additional Medicaid revenue and increasing Operating Expenses to increase two positions standard hours for additional behavioral health services and patient access program support.

15 Transient Lodging Tax Fund 255

Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	1,246,274	-	1,246,274	Operating Expenses	2,802,170	100,000	2,902,170
Federal, State, Local, All Other Gifts & Donations	303,105	-	303,105	Transfers	588,788	(72,200)	516,588
All Other Revenue Resources	3,306,454	27,800	3,334,254	Contingency	1,464,874	2,237,819	3,702,693
Other Interfund Transfers	-	2,237,819	2,237,819				
<b>Revised Total Fund Resources</b>			<b>7,121,452</b>	<b>Revised Total Fund Requirements</b>			<b>7,121,451</b>

Comments: The Transient Lodging Tax Fund is recognizing additional Transient Room Tax revenue and transferring budget authority from Transfers to Operating Expenses to cover increased fees. This fund is also receiving ARPA revenue from the Special Grant Fund and increasing Contingency.

16 Parks & Forestry Fund 257

Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	3,732,273	-	3,732,273	Operating Expenses	5,569,419	-	5,569,419
Federal, State, Local, All Other Gifts & Donations	1,498,628	-	1,498,628	Special Payments	2,000	-	2,000
Charges, Fees, License, Permits, Fines, Assessments	1,350,559	-	1,350,559	Contingency	373,520	249,378	622,898
Revenue from Bonds & Other Debts	1,009,900	-	1,009,900	Reserve	2,369,773	-	2,369,773
All Other Revenue Resources	262,471	-	262,471				
Other Interfund Transfers	245,000	249,378	494,378				
General Fund Support	215,882	-	215,882				
<b>Revised Total Fund Resources</b>			<b>8,564,091</b>	<b>Revised Total Fund Requirements</b>			<b>8,564,090</b>

Comments: The Parks & Forestry Fund is receiving ARPA revenue from the Special Grant Fund and increasing Contingency.

17 Stone Creek Golf Course Fund 601

Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Beginning Fund Balance	1,253,558	465,000	1,718,558	Operating Expenses	2,632,999	765,691	3,398,690
Charges, Fees, License, Permits, Fines, Assessments	2,800,000	82,621	2,882,621	Special Payments	1,000	-	1,000
All Other Revenue Resources	5,000	218,070	223,070	Interfund Transfer	200,000	-	200,000
		-	-	Reserve	836,540	-	836,540
		-	-	Contingency	388,019	-	388,019
<b>Revised Total Fund Resources</b>			<b>4,824,249</b>	<b>Revised Total Fund Requirements</b>			<b>4,824,249</b>

Comments: The Stone Creek Golf Course Fund is recognizing Beginning Fund Balance and unanticipated insurance and contract revenue and increasing Operating Expenses for delayed projects from FY20-21.

Small differences between Resources and Requirements may exist due to rounding



OFFICE OF COUNTY COUNSEL

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

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**Andrew Narus**  
**Sarah Foreman**  
Assistants

January 6, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Consideration of a Petition for the formation of a Special District under  
ORS Chapter 266 to be called the Hoodland Park District

<b>Purpose/Outcome</b>	To hold a public hearing and to approve, modify, or reject a petition for formation.
<b>Dollar Amount and Fiscal Impact</b>	A predicted rate of \$0.57 per \$1,000, up to a maximum of \$0.67 per \$1000, of assessed value on real property within the proposed boundary of the special district.
<b>Funding Source</b>	Property within proposed boundary of the special district. No general funds are involved.
<b>Duration</b>	Permanent if approved.
<b>Previous Board Action/Review</b>	No previous action.
<b>Strategic Plan Alignment</b>	Building public trust through good government.
<b>Counsel Review</b>	December 22, 2021
<b>Procurement Review</b>	No, item is for a public hearing.
<b>Contact Person</b>	Jeffrey D. Munns, Assistant County Counsel. 503-742-5984

**BACKGROUND:**

A Petition for formation of the Hoodland Park District under ORS Chapter 266 has been filed for consideration at a public hearing by the Clackamas County Board of Commissioners. The petition is attached as Exhibit 1.

**SCOPE OF REVIEW:**

The Board of County Commissioners' role in the formation of a new parks and recreation district under ORS Chapter 266 is limited to conducting the public hearing and determining, in accordance with ORS 199.462, whether the area could be benefited by the formation of the district.

**REQUIREMENTS TO HOLD PUBLIC HEARING:**

In order to hold the public hearing to consider the petition the Petitioners must follow the process prescribed in the Oregon District Boundary Procedures Act. ORS 198.705 to 198.955. Among other requirements, a petition must set forth a description of the boundaries of the territory proposed to be included in the district. The requirements for filing a petition are found in ORS 198.765. A petition must be filed with a security deposit or bond, as required by ORS 198.775, and an economic feasibility statement pursuant to ORS 198.749. If a permanent tax rate limit for the operating funds of the district is required or is otherwise sought by petitioners, this statement forms the reasoning for the proposed permanent tax rate limit. ORS 198.749 and .750(1)(g). See Exhibit 1.

Prior to circulating a petition among landowners, the petitioner must first file a prospective petition with the County Clerk. ORS 198.748. This was completed on October 22, 2021. Exhibit 2.

Completed petitions are filed with the County Clerk. ORS 198.675. Upon filing, the petition must be accompanied by the economic feasibility statement required by ORS 198.749. A Petitioner also must include a security deposit or bond, as required at the time of filing by the County. See ORS 198.775. This petition for formation of a district includes a proposed permanent rate limit for the operating taxes of the district, therefore the petition must be filed not later than one hundred eighty (180) days before the date of the next May or November election at which a vote on the question of formation will take place. ORS 198.675(1). The Petition was filed on November 18, 2021. This date is 180 days before the May 17, 2022 election.

Once the petition is filed, the County Clerk has ten (10) days from the date the petition is received to determine whether it has been signed by the requisite number of qualified signers. If there are a sufficient number of signatures, the petition shall be filed by the Clerk and referred to the County Commission for a hearing on formation of the proposed district. A petition cannot be filed unless the Clerk certifies that the signatures of all signers of the petition have been compared with the appropriate records, that the number of qualified signers appearing on the petition has been ascertained, and that the petition is signed by the requisite number of qualified signers. ORS 198.765(2) and (3). The County Clerk cannot accept a petition for filing unless the signatures thereon have been secured within six (6) months of the date on which the first signature on the petition was obtained. See ORS 198.765(1). The County Clerk has certified that an adequate number of signatures have been received. The Certification is attached as Exhibit 3.

**HEARINGS PROCESS AND CRITERIA:**

As stated above the role of the Board of County Commissioners when presented with a petition for formation of a new district is to conduct a public hearing and to determine, in accordance with ORS 199.462, whether the area could be benefited by the formation of the district. The County Commission's only options are to approve, modify or reject the petition based upon the evidence received and the criteria to be applied. ORS 198.810(1).

On or before the date set for any hearing on the petition, any person interested in the proposed formation of a special district may appear and present written statements for or

against granting of the petition. At the hearing on the petition for formation, the County Commission may receive oral or written testimony in favor of or opposing formation. Any written statement objecting to the formation must clearly identify the error, omission or defect that is the basis for the objection. If the written objection is not timely filed, the objection is considered waived.

Upon conclusion of the hearing, the County Commission must evaluate the petition by applying the criteria in ORS 199.462, which requires consideration of the local comprehensive planning for the area, economic, demographic and sociological trends and projections pertinent to the proposal, past and prospective physical development of land that would directly or indirectly be affected by the proposed district and the statewide goals. See ORS 198.805 and .810(1). ORS 199.462 also incorporates portions of 199.464, 199.410 and the statewide goals adopted pursuant to ORS 197.225. Statewide Goal 8 is attached as Exhibit 4.

The pertinent portions of the County Comprehensive plan are Chapters 9 (Open Space, Parks and Historic Sites) and 10 (Mt. Hood Community Plan). These chapters are attached for your reference as Exhibits 5 and 6 respectively. There are a number of maps and tables within the comprehensive plan that are wither wholly or partially within the proposed district boundary:

1. Map 3-01b Principal River Conservation Area Sandy-Salmon River Design Plan. Exhibit 7;
2. Map 3-02 Scenic & Distinctive Resource Areas surrounding the Sandy and Salmon Rivers. Exhibit 8;
3. Map 4-07b Mt Hood Corridor Land Use Plan. Exhibit 9;
4. Map 5-1 Scenic Roads contains the Mt. Hood Scenic Byway. Exhibit 10;
5. Map 5-11b Capital Improvement Plan (East County). Exhibit 11;
6. Tables 5-3a-d; See Comprehensive Plan;
7. Map 10-MH-01 Resource Protection Open Space (Zig Zag Village and Rhododendron). Exhibit 12;
8. Map 10-MH-02 Resource Protection Open Space (Wemme-Welches). Exhibit 13;
9. Map 10-MH-03 Resource Protection Open Space (Wildwood-Timberline). Exhibit 14;
10. Map 10-MH-04 Government Camp Village Plan Land Use Plan & Boundary. Exhibit 15;
11. Map 10-MH-05 Government Camp Village Plan Resource Protection Open Space. Exhibit 16; and,
12. Map 10-MH-06 Government Camp Village Plan Recreation Trails and Facilities. Exhibit 17.

The County has entered into a Memorandum of Understanding (MOU) with the Hoodland Women's Club, Inc., a nonprofit corporation for the transfer of four properties upon the successful formation of a Park District. Exhibit 18. The four properties are known as the Dorman Center – Map 37E04AA03600 (2.71 acres) and 37E04AA03300 (1.24 acres), the Water Tower- Map 37E04 00903 (5.14 acres), and the Hunchback Strip - Map 37E04 00904 (10.62 acres). This MOU has been amended and remains in effect through May 31, 2022 at this time. Exhibit 19.

The County Commission may modify the boundaries of the proposed district to include or exclude territory considering the benefit the proposed district will have to territory in or outside of the proposed district. The County Commission may not modify the boundaries to exclude land that could be benefited by the district formation and may not include land that will not be benefited. If the County Commission determines that land has been improperly omitted from the proposed district and the owner has not appeared, the County Commission must continue the hearing and order notice to be given to the non-appearing owner in the manner provided by ORS 198.805.

The County Commission may adjourn this public meeting to allow for additional testimony, evidence to be received, or if required additional notice to be sent. However, the public hearing must be completed within four weeks from the initial date of the hearing. ORS 198.805(1).

At the conclusion of the hearing the Commission must determine after review of the evidence and testimony received if the petition should be approved, modified, or rejected based upon the application of the criteria contained in ORS 199.462. A draft Order is attached for reference. Exhibit 20. Should the petition be approved as presented, or as modified, the matter will be placed on the May 17, 2022 ballot for consideration by the voters within the proposed new district.

If a majority vote favors formation of the district, the Commission will adopt an order creating the district. After the date of the formation order, the inhabitants of the territory within the new district become a municipal corporation with all the powers conferred by the Principal Act. The new district pays the costs of forming the district and the County refunds the cash deposit or other form of security to the chief petitioner(s) who posted the security with the County.

If a majority votes against formation of the special district, the County Commissioners must adopt an order dismissing the petition. The County Clerk will reimburse the County for the costs of the attempted formation from the security deposit or other form of security posted by the chief petitioner(s) and refunds any remaining portion of the security deposit to the chief petitioner(s). If the costs of the attempted formation exceed the amount of the deposit, the chief petitioners must pay the amount of the excess costs.

**OPTIONS:**

1. Approve the Petition and enter an Order to hold an election; or
2. Modify the Petition and enter an Order to hold an election; or
3. Reject the Petition and enter an Order dismissing the Petition.

Respectfully submitted,

Jeffrey D. Munns  
Assistant County Counsel



**BOARD OF COUNTY COMMISSIONERS  
CLACKAMAS COUNTY, OREGON**

**PETITION FOR THE FORMATION OF A SPECIAL DISTRICT**

Pursuant to ORS 198.705 to 198.755, the signatories hereto petition the Board of County Commissioners of Clackamas County to initiate proceedings for the formation of a special district to be called the Hoodland Park District. The nature of the proposed special district is a parks and recreation district organized under ORS Chapter 266 for the purpose of developing, managing and operating certain park areas and structures for the express purpose of providing the public with unique recreational activities within the district.

The Only Affected County is Clackamas County, which is therefore the principal county as defined in ORS 198.705.

The affected districts, as defined in ORS 198.705, and the principal Acts thereof, are as follows:

DISTRICT	PRINCIPAL ACT ORS Chapter:
Hoodland Fire #74	478
Clackamas County Vector Control	452
Port of Portland	778
Mt. Hood Community College	332
Oregon Trail School District	332
ESD Clackamas	334
County Soil & Water Conservation	568
San 2 Gov Camp	450
County Service District for Government Camp Village	451
County Extension + 4H	451
County Library	357
Urban Renewal County	457

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The Boundary for the proposed special district is described in **Exhibit 1**. The territory in the proposed special district is inhabited.

The proposed special district will be managed by a seven person board of directors to be elected at large by registered voters within the special district.

The proposed permanent tax rate to support the services and functions of the proposed special district in the manner described in the economic feasibility statement required by ORS 198.749 is \$0.67 (67 cents) per thousand dollars of assessed value of real property within the proposed special district.

Formation of the proposed park district will meet the necessary conditions set by Clackamas

County for the conveyance of four parcels of approximately 20 acres. All parcels are located on Salmon River Rd., Welches, Oregon 97067. Said parcels include the former location of the Dorman Center and the current location of the Community Gardens. Approximately 4 acres directly across the street from the Welches School complex will be dedicated to the first community park. This park will be constructed with the same and or similar layout and amenities as set forth in the feasibility study as **Exhibit A**.

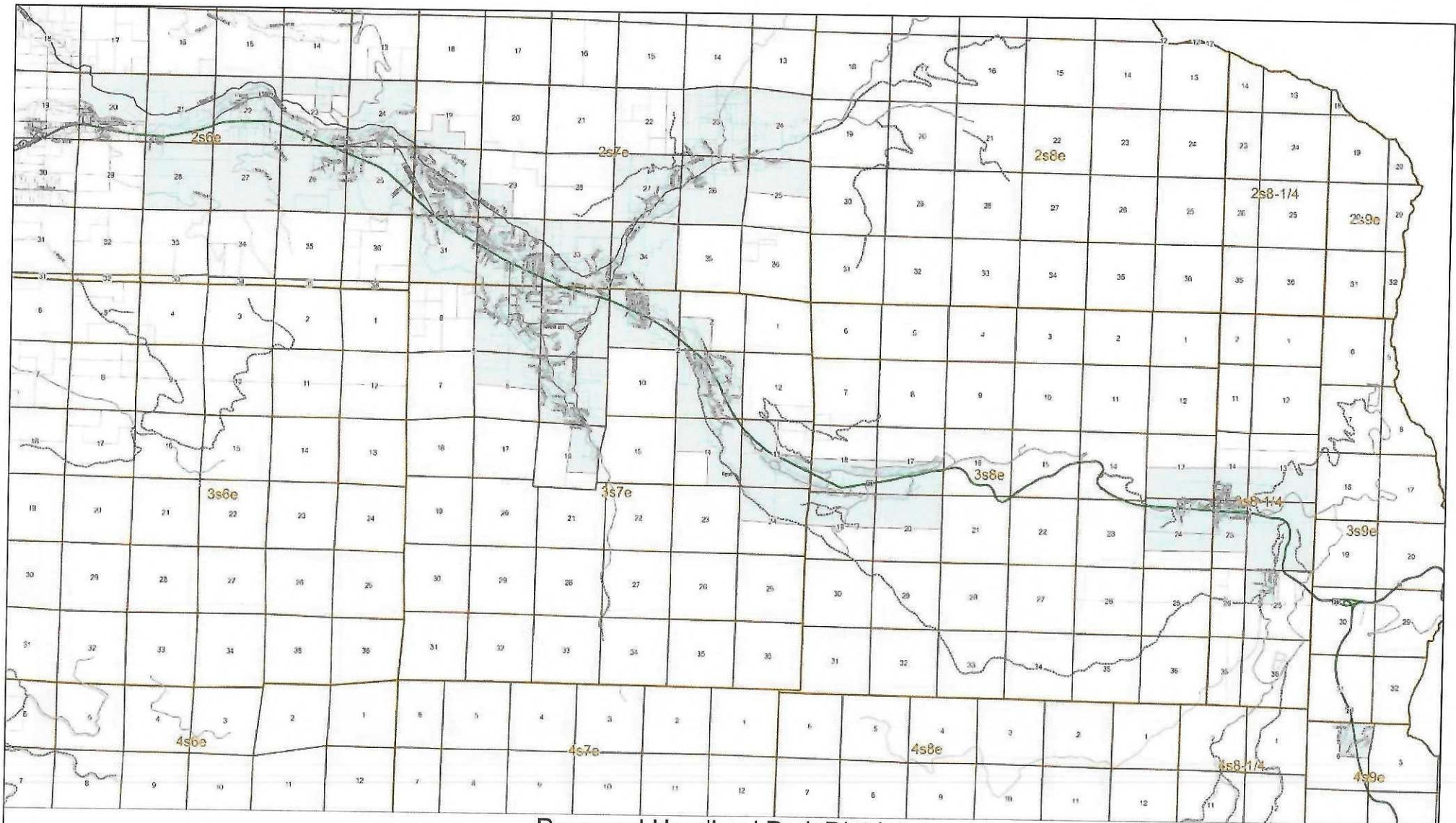
We the undersigned individuals affirm under penalty of perjury that we are the Chief Petitioners and are authorized to sign this Petition for Formation of a Special District and that all statements in this Petition are accurate to the best of our knowledge.

Oct 22, 2021  
Date

Bonnie Hayman  
Bonnie Hayman

Oct. 22, 2021  
Date

Marci Slater  
Marci Slater



Proposed Hoodland Park District

- Districts
- Sections
- Townships
- Hoodland Park District

This map is intended to correctly show the proposed boundary of the Hoodland Park District. The map is an abridgment to the legal description of the proposed district's boundary submitted to the Clackamas County Assessor's Office and Oregon Department of Revenue. Please submit any questions about the proposed boundary to the Hoodland Recreation District Committee.



**Hoodland Park District  
Property Description**

Said property described by using United States Public Lands Survey System by township and range and the included sections, quarter-sections and quarter-quarter sections or the portions of said section, quarter-section, quarter-quarter section within each township and range identified. All Townships are located in the Willamette Meridian, Clackamas County, Oregon.

**1. Within Township 2 South, Range 6 East:**

**Section 20:** excepting all property South of the north bank ordinary high water mark of the Sandy River;

**Section 21;** All

**Section 22;** All

**Section 23;** the Northwest quarter and the Northeast quarter of the Northwest quarter of section 23; The Northwest quarter, the Northeast quarter and the Southwest quarter of the Northeast quarter of Section 23; All of the Southwest quarter of Section 23 that is South of the south bank ordinary high water mark of the Sandy River; That portion of the Northwest quarter of the Southeast quarter of Section 23 that is South of the south bank ordinary high water mark of the Sandy River; and the Southwest quarter and the Southeast quarter of the Southeast Quarter of Section 23.

**Section 24;** All

**Section 25;** All

**Section 26;** All

**Section 27;** All

**Section 28;** All

**2. Within Township 2 South, Range 7 East:**

**Section 19;** the Southwest quarter section; excepting therefrom the Northwest quarter-quarter section of the Southwest quarter section of Section 19, and the Southwest quarter-quarter section of the Southeast quarter section of Section 19.

**Section 23;** All

**Section 24;** All

**Section 25;** the Northeast quarter section and the Northwest quarter section of Section 25

**Section 26;** All

**Section 27;** All

**Section 29;** the Southwest quarter section of Section 29.

**Section 30;** All

**Section 31;** All

**Section 32;** All

**Section 33;** All

**Section 34;** All

3. **Within Township 3 South, Range 7 East:**

**Section 2;** the Southwest quarter of Section 2.

**Section 3;** All

**Section 4;** All

**Section 5;** All

**Section 8;** the Northwest quarter section and the Northeast quarter section of Section 8.

**Section 9;** All

**Section 11;** All

**Section 13;** excepting therefrom the Northeast quarter section of Section 13.

**Section 14;** excepting therefrom the Southwest quarter section of Section 14.

**Section 16;** the Northeast quarter section of Section 16, and the Northeast quarter-quarter section and Northwest quarter-quarter section of the Southeast quarter section of Section 16.

**Section 24;** the Northeast quarter section and the Northwest quarter section of Section 24.

4. **Within Township 3 South, Range 8 East:**

**Section 13;** the Southeast quarter section and Southwest quarter section of Section 13;

**Section 17;** the Southeast quarter section and Southwest quarter section of Section 17.

**Section 18;** the Southeast quarter section and Southwest quarter section of Section 18.

**Section 19;** the Northeast quarter section and Northwest quarter section of Section 19.

**Section 20;** the Northeast quarter section and Northwest quarter section of Section 20.

**Section 24;** the Northeast quarter section and Northwest quarter section of Section 24; the Northeast quarter-quarter section and the Northwest quarter-quarter Section of the Southeast quarter of section of Section 24; the Northeast quarter-quarter section and the Northwest quarter-quarter section of the Southwest quarter of Section 24.

5. **Within Township 3 South, Range 8Q:**

**Section 13;** The Southeast quarter section and Southwest quarter section of Section 13;

**Section 14;** the Southeast quarter section and Southwest quarter section of Section 14;

**Section 23;** the Northeast quarter section and Northwest quarter section of Section 23; the Northeast quarter-quarter section and the Northwest quarter-quarter section of the Southeast quarter section of Section 23; the Northeast quarter-quarter section and the Northwest quarter-quarter section of the Southwest quarter section of Section 23.

**Section 24;** All

**Section 25;** the Northeast quarter section and Northwest quarter section of Section 25.

6. **Within Township 4 South, Range 9 East:**

**Section 6;** The Northeast quarter section of Section 6.

Hoodland Park District  
Economic Feasibility Study  
2021

I. Description of services and functions to be performed or provided by the proposed district.

Hoodland Park District will serve the villages of Brightwood, Wemme, Welches, ZigZag, Rhododendron, Government Camp, Wapanitia, Summit Meadows and the remote residential areas on either end of the district. The District will be responsible for the development of park lands, management of the construction of said lands, applications for grant money as an eligible entity to receive such monies, ongoing maintenance and security of the developed properties, and will provide supervision for all activities sponsored or co-sponsored by the District within District boundaries. The District Board will also remain alert to the Park District needs and goals of each Village within the District in order to ensure the services remain current and relevant for its residents.

The development of District Park lands will, initially, include four parcels of land donated to the District by Clackamas County Parks Department. Specifically, the properties known as the Dorman Center - Map 37E04AA03600 (2.71 acres) and 37E04AA03300 (L24 acres), the Water Tower - Map 37804 00903 (5.14 acres), and the Hunchback Strip - Map 37804 00904 (10.62 acres). This will involve the design and construction of a community park on the Dorman Center tract of land described in more detail below. The District will also be responsible for any subsequent real property acquired by the district after formation. The development of District projects may also include but not be limited to bike and pedestrian pathways and trails connecting the smaller Villages and their planned Parks to each other. Such trails or pathways already developed and maintained by other government agencies or other organizations would not be included. Additional special projects already discussed include a Community Center to house such necessary organizations as the Senior Center, a Daycare Center and rooms for large and small community meetings and instructional classes, a proposed skating rink in Government Camp, and specialized activities in partnership with local organizations such as the Oregon Trail School District and Hoodland Senior Center.

The District will also provide construction management of the initial park plan developing construction timelines and contracting with construction companies as well as monitoring the construction process to completion of the work. The Park elements will include but not be limited to a parking space and amenities needed for an onsite park host, a pavilion with tables and an outside kitchen, playground, restroom, safety lighting, skate park, pump track, walking trails with an ADA accessible loop, dog area with fencing, expanded community garden, amphitheater, bike racks, benches, information and historical kiosk, and parking area with shuttle transfer. Once the District is formed and a Board of Directors is elected a more inclusive process would be instituted to test assumptions of the planners about the needs of the community. These Park elements are included in the original design for a park to be built on the property donated to the District by Clackamas County and are not listed in prioritized order. See attached Exhibit A.

The elected District Board will be responsible for acquisition and management of funds to operate the District, will oversee hired staff and will have the authority to approve any new development or program. The primary source of funding will come from the annexed tax rate approved by voters within the proposed District boundaries at the time of the formation of the District. The Board will focus heavily on grant money from both private and public sources to fund major asset development. See an attached list of potential grant resources. See attached Exhibit B.

There will be ongoing maintenance needs such as upgrades of safety equipment to meet improved protocols, repairs and improvements of Park District properties. The maintenance will be provided by employees and contracted staff of the District.

The District will provide supervision for any and all activities sponsored by the District. These activities may include scheduled and special events such as concerts, other cultural events and gatherings, sports competitions with District leagues. The District will develop partnerships with other districts, organizations and state and local colleges to provide educational programming to different groups of residents who live within the boundaries of the District. These partnerships will be sought by the District and may include Oregon Trail School District, Mt Hood Community College, Clackamas Community College, Oregon State University Extension Services, private organizations and clubs, and US, state and county agencies for example.

## II. Analysis of Relationships between Hoodland Park District and Other existing or needed local government services.

Within the proposed Hoodland Park District boundaries there are other districts, government agencies, and private organizations providing services to the residents of the proposed district. The proposed Hoodland Park District will seek a working relationship with these other government and private entities by partnering with them to provide enhanced services and activities for overlapping populations and/or by identifying, developing, and implementing programming opportunities that will complement existing services making sure that special needs populations are included in all planning.

The US Bureau of Land Management (BLM) owns and manages Wildwood Park which is a well-developed park and recreational opportunities including trails, picnicking, pavilions, and interpretive paths illustrating the habitat of the Wild and Scenic Salmon River, one of three rivers in the Hoodland community with that special designation. Wildwood Park is a valued asset to the community and is often used for large and small group gatherings by reservation at the pavilion facilities. BLM has suggested plans to develop this day use area further with some overnight facilities (rentable yurts or other camping facilities). As a day use park there is a daily use fee. Hoodland Park District facilities would be free, day use only, provide previously listed services, and could be placed within direct access to each of the Hoodland Villages with the plan to connect the Villages with network of pathways. The proposed District may seek a partnership with Wildwood Park and the Welches Schools to provide supervised after school educational and recreational programming as an example of a potential for many opportunities to mutually serve the District's population.



BLM also has developed a mountain biking course, Sandy Ridge Trail, which is located within the Hoodland Community. Sandy Ridge attracts both local and out of town families and experienced mountain bike enthusiasts to a planned trail network which includes parking and restroom facilities. This is, indeed, an important and desirable asset to the Community. These trails are self guided and provide year-round activities. Hoodland Park District would not duplicate this asset but, instead would compliment Sandy Ridge by developing a bike pump track which would serve as a training and practice activity for the mountain biking sport enjoyed all over the mountain community and beyond. The Park District may also want to use the Sandy Ridge facilities for on sight mountain biking safety and skill instruction.

Barlow Wayside Park Trails is adjacent to Sandy Ridge Trail and was developed in partnership with Clackamas County Parks. This network of hiking trails are lovingly maintained by local private citizens. It is another example a history of partnerships between residents and government agencies. The trails provide an easy hike and introduction to the beauty of Hoodland forests. The Hoodland Park District may seek out a partnership with Barlow Wayside to provide youth with the education and activity of trail management. There are future plans of connecting the Barlow Wayside and Sandy Ridge Trail networks. The proposed Hoodland Park District once established would be a likely partner in the development of such plans. The proposed Hoodland Park will have trails seeking to accommodate a wider population including people with mobility challenges.

The United States Forest Service (USFS) has several assets in and around the Hoodland area with the Zigzag Ranger Station at the heart of their recreational activities. The USFS trail system is well developed and attracts people from all over the world as does their camping facilities. Hoodland Park District will want to partner with USFS to connect the proposed Hoodland Park trails with the Forest service trails as the proposed park boundaries are adjacent to USFS land. The Park District would seek a partnership to provide educational/recreational activities with the Ranger Station services, for example, mushroom hunting, wilderness safety, and vegetation identification classes.

The Hoodland Park District Committee has already been in discussion with the Oregon Trail School District about partnering in afterschool programming as well as adult continuing education. The school district has both the Welches Elementary and Middle Schools conveniently situated across the street from the proposed Hoodland Park (Dorman Center site). The close proximity could offer easy access for children after school as a safer alternative to traveling into Sandy, Oregon (20 miles away) for skateboarding and pump track activities. This relationship between School District and Park District becomes particularly economic in the shared cost of building uses after school and in the evenings. Planned cooperative activities could include an unlimited range of activities and instruction for both children and adults. This is currently a huge gap in service provision in the Hoodland community due to the rural and remote location of this community of villages.

Along the same lines, The Hoodland Park District could partner with local Community Colleges and Extension Services to provide a wide range of instruction to the local residents. There are many private organizations in the community who's members would benefit from such

partnerships. The Trillium Garden Club might want to host an OSU Extension lecture on native plant care either at the school or the Park District Community Center as an example. There are a wide variety of private groups with a full range of interests that could be networked by a central Park District to provide services to a broader range of residents of varying needs. These groups include Hoodland Senior Center, Hoodland Library, Local Church groups, Lion's Club, Hoodland Women's Club, Trillium Garden Club, Iwaca Community Garden, Golf Club, and the local Rhododendron and Government Camp CPO's. They all have a stake in the community and, therefore, in the Hoodland Park District's plans for the community. With so many potential partners with a wide range of interests The Hoodland Park District will be very effective at planning for and executing programs and properties that meet the needs of its community members.

In conclusion it is safe to say that the formation of a governmental District to centralize the organization, planning, development and implementation of recreational programming for the Hoodland area is way overdue. Without its own centralized, local government agency, the Hoodland area struggles to behave like an integrated community. There is, currently, no structured vehicle capable of giving voice or responsive action to the many needs and concerns of the uniquely diverse people of the Hoodland area in a unified way. Developing a locally operated Park District will bring to this diverse community an identity based on a mutual desire to gather and recreate together. A cohesion results and out of that cohesion comes a much more effectual community able to meet the needs of its people.

**HOODLAND PARK DISTRICT**  
**PROPOSED ITEMIZED BUDGET**

**The budget is set up on a fiscal year basis to coincide with anticipated tax revenue distribution time frames.**

The over all concept of the first four years is based on the first year not having property tax revenue until the later part of 2022 or early 2023. Therefore donations will be the chief source of revenue during 2022. These donations are represented in cash value, but in many instances will be in kind in the form of both furniture, equipment and some services.

The idea is to put the organization in place, establish an office and allow the elected board to begin work. Initial focus for the park is obtaining grant money for construction of improvements.

Second year is focused on obtaining grant money, engineering and design. Thereafter the initial ground work, installation of utilities and simple improvements. There is considerable carry over to the third year which is designed to insure there are adequate matching funds necessary for a substantial grant request.

The third and fourth year are dedicated to major park improvements as listed. These improvements are in the current concept drawings. Once the initial build out of the park is completed routine operation cost are well within the means of the district. The present thoughts are to build substantial reserves to acquire additional property for the construction of additional park facilities. Current discussions center around building an ice rink in Government Camp which could potentially create a substantial revenue stream for the district.

Property Tax Revenue:

The tax revenue is predicted on a rate of \$0.57 per \$1000. The requested maximum rate for the district is \$.067 per \$1000.

The base rate property value for the district was estimated at \$1,000,000,000.00. This value is below the current value within the Hoodland Fire District which is slightly larger than the proposed Park District, but very similar as to location and boundaries.

The Revenue from property assessments was increased annually on an assumed inflation rate of 2%. This rate is assumed to be very conservative given the current market demand and limited availability of housing inventory within the district. To the extent property values do not provide adequate revenue increases, there is the ability to adjust the assessed rate and still stay within the proposed limits.

Inflation:

Inflation adjustments for operating cost and construction of improvements is based on initial surveyed cost in current dollars. These cost have been inflated at an assumed annual inflation rate of 4%. It is acknowledged that inflation may exceed this rate in the near term, the 4% rate is based on an assumed future three year average.

YEAR		2021-2022	2022-2023	2023-2024	2024-2025
<b>INCOME</b>					
	TAX REVENUE		\$581,400.00	\$593,028.00	0
	DONATIONS	\$40,000.00			\$604,888.56
	GRANT FUNDS		\$250,000.00	\$850,000.00	\$300,000.00
	GARDEN/ FARMERS MKT. RENT FEES	\$1,500.00	\$3,000.00	\$3,500.00	\$4,000.00
	RESERVE FUND		\$3,565.00	\$515,587.00	\$294,733.08
	FUND RAISERS		\$30,000.00	\$30,000.00	\$30,000.00
	<b>TOTAL REVENUE</b>	<b>\$41,500.00</b>	<b>\$867,965.00</b>	<b>\$1,992,115.00</b>	<b>\$ 1,233,621.64</b>
<b>FACILITY EXPENSES</b>					
<b>OFFICE</b>					
	SDAO MEMBERSHIP/INSURANCE	\$135.00	\$4,290.00	\$4,461.60	\$4,550.83
	INSURANCE	\$1,200.00	\$0.00	\$0.00	
	OFFICE SUPPLIES/PRINTING	\$3,000.00	\$3,120.00	\$3,244.80	\$3,374.59
	OFFICE SPACE RENTAL	\$5,000.00	\$18,720.00	\$19,468.80	\$20,247.55
	TELEPHONE AND INTERNET	\$1,600.00	\$3,744.00	\$3,893.76	\$4,049.51
	OFFICE ELECTRICAL	\$1,500.00	\$2,496.00	\$2,595.84	\$2,699.67
			\$0.00	\$0.00	
<b>PARK</b>					
	ELECTRICAL		\$6,240.00	\$12,979.20	\$13,498.37
	SEWER		\$7,488.00	\$7,787.52	\$8,099.02
	WATER		\$12,480.00	\$6,489.60	\$6,749.18
			\$0.00	\$0.00	
<b>PROFESSIONAL SERVICES</b>					
			\$0.00	\$0.00	
	ENGINEER/ARCHITECT		\$67,600.00	\$48,672.00	\$61,867.52
	GRANT WRITER	\$4,500.00	\$9,360.00	\$9,734.40	\$10,123.78
	PROJECT MANAGER		\$12,480.00	\$25,958.40	\$26,996.74
			\$0.00	\$0.00	
<b>EMPLOYEE COST</b>					
			\$0.00	\$0.00	
	CAMP HOST/MAINTENCE/SECURITY		\$8,320.00	\$37,856.00	\$39,370.24
			\$0.00	\$0.00	
<b>CAPITAL EXPENDITURES</b>					
			\$0.00	\$0.00	
	OFFICE FURNITURE	\$2,500.00	\$0.00	\$0.00	
	COMPUTER/PRINTER/COPIER	\$3,500.00	\$0.00	\$0.00	
	PERMITS/DEVELOPMENT FEES		\$26,000.00	\$16,224.00	\$16,872.96
	INITIAL SITE PREP		\$52,000.00	\$0.00	
	UNDERGROUND UTILITIES		\$52,000.00	\$0.00	
	PARKING AND STREET IMPROVEMENTS		0	\$91,936.00	
	SECURITY LIGHTING		\$15,600.00	\$0.00	
	CAMP HOST SITE		\$8,840.00	\$0.00	
	GARDEN CENTER IMPROVEMENTS	\$15,000.00	\$0.00	\$0.00	
	HIKING TRAILS + BENCHES		\$26,000.00	\$0.00	
	CHILDRENS PLAY GROUND		\$15,600.00	0	
	BATHROOMS + MAINTENCE BLDG.			\$378,560.00	
	PAVILLION + KITCHEN			\$1,027,520.00	
	SKATE PARK				\$899,891.20
	PUMP TRACK				\$269,967.36
	<b>TOTAL EXPENDITURES</b>	<b>\$37,935.00</b>	<b>\$352,378.00</b>	<b>\$1,697,381.92</b>	<b>\$1,169,858.56</b>
	<b>Total Revenue</b>	<b>\$41,500.00</b>	<b>\$867,965.00</b>	<b>\$1,992,115.00</b>	<b>\$1,233,621.64</b>
	<b>Total Expenses</b>	<b>-\$37,935.00</b>	<b>-\$352,378.00</b>	<b>-\$1,697,381.92</b>	<b>-\$1,169,858.56</b>
<b>RESERVE FUND</b>		<b>\$3,565.00</b>	<b>\$515,587.00</b>	<b>\$294,733.08</b>	<b>\$63,763.08</b>
<b>INFLATION ADJUSTMENT 4%</b>		<b>104%</b>			
<b>REAL ESTATE VALUE</b>		<b>102%</b>			



PARK AT DORMAN CENTER SITE | HOODLAND PARK DISTRICT  
MASTER PLAN | 05.24.19

**NARRATIVE**

The accompanying park design is intended to inform a feasibility study in the creation of the Hoodland Park District. The use of this plan is not intended for construction, but rather to generate interest and create a vision for what would be developed on this site. Should a parks district be created, it would be necessary to begin a more inclusive design process, verify assumptions, obtain a survey and design the park through a process that involves schematic design, design development, and construction documents.

At the direction of the Hoodland Women’s Club, the park program elements include the following:

- Playground
- Pavilion with tables and outdoor kitchen
- Restroom
- Lighting
- Skatepark
- Pump track
- Walking trail with accessible inner loop
- Dog area with fencing
- Expanded community garden
- Amphitheater
- Bike racks
- Benches
- Kiosk
- Parking area with shuttle dropoff

The design idea for this park is to place the pavilion in the center of the site, which would enable many other activities to take advantage of it. The pavilion itself is envisioned to be a jewel in the center of the park that speaks to the Pacific Northwest architectural vernacular of the area. A grand fireplace and chimney on the backside would create a spectacular background to a performance stage to the east, while referencing the historical Dorman Center. A restroom could be located at one corner of the open-sided pavilion and within the pavilion would be tables and benches.

An amphitheater to the east would take advantage of existing topography, create usable lawn area and enable performances at the park. West of the pavilion is a tree grove which would create a sense of arrival to the park and accommodate a farmers market. North of the pavilion is a play area that takes advantage of full sun and features a play structure, toddler play elements, natural materials like logs and boulders, and a grassy mound for sitting. Adjacent to the play area is an expanded community garden. South of the pavilion is an open lawn area for informal play with a fenced dog area just beyond. Nearby is a pump track.

Vehicular access is near its current location and parking has been organized off a one-way circulation pattern that would accommodate the existing Mt. Hood shuttle. Nineteen parking stalls are shown. Within the semicircle shape is the skatepark, separated from other uses and easily viewable from East Salmon River Road.

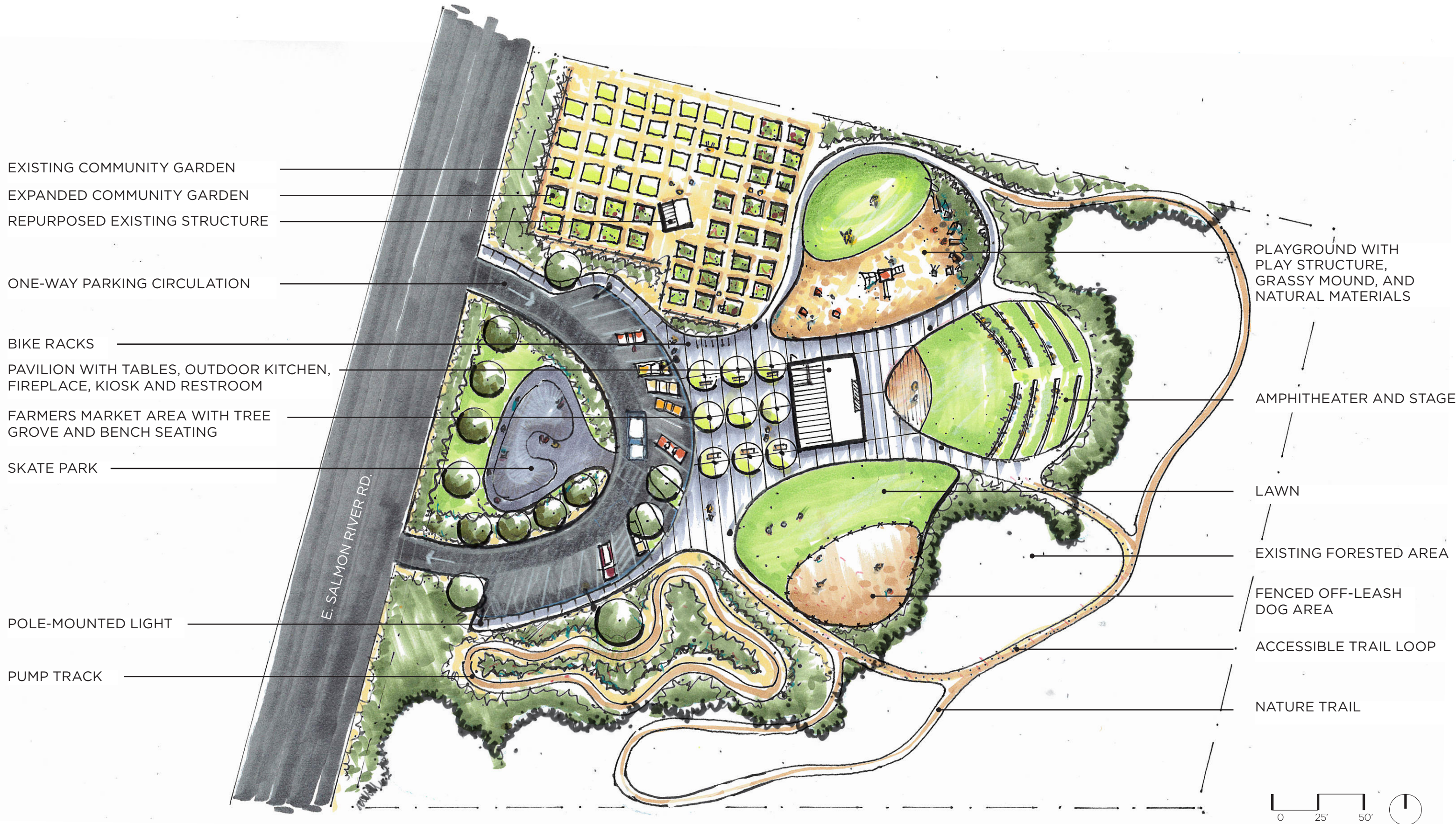
The cost for the park can vary widely depending on the park program, level of design complexity, size of park, accessibility for contractors, and demand within the construction market. In this design concept, some significant cost drivers would be site excavation and grading, the pavilion, and the skate park. The conceptual nature of the plan necessitates a high contingency and a wide range for potential cost. Using a comparative analysis, the park design could cost between \$3 million and \$5 million in today’s construction market.

**SITE ZONING INFORMATION**

The table below summarizes standards from the Clackamas County Zoning and Development Ordinance applicable to this site.

STANDARD	REQUIREMENT	ZONING CODE
		<i>Reference</i>
Tax lot(s)	37E04AA03300, 37E04AA03600	
Address	25400 E. Salmon River Rd., Welches, 97067	
Site size	~3.95 acres (total)	
Zone abbreviation	OSM	702
Zone Name	Open Space Management District	702
Overlay zones	N/A	
Use Classification	Institutional Use (park)	202
Functional Road Classification (E. Salmon River Rd.)	Minor Arterial	TSP
Land use review	Conditional Use Review [Type III] for public/private outdoor recreation facilities and parks <i>outside urban area</i> per 702.03.A. The site is outside the Urban Growth Boundary (UGB)	1203.03
Land use expiration	10 years	1203.05.B
Minimum lot area	None	1012.02.G
Minimum lot width	None	1012.02.G
Minimum setbacks	10' adjacent to residential zone (N/A for this project)	702.06
Maximum setback	N/A	
Maximum floor area ratio	N/A	
Maximum lot coverage by buildings	N/A	
Maximum building height	N/A	
Right-of-way width	~ 65' on E. Salmon River Rd.	Tax map
Street classification	Minor Arterial	TSP
Right-of-way standard	60'-76'	TSP
Right-of-way dedication	Potential dedication of up to 5.5'	
Right-of-way improvement	County Capital Project 3052: add paved shoulders or multi-use path	<a href="#">Map 5-11b</a>
Pedestrian standards	Sidewalk to pedestrian pathway on the street frontage is required	1007.04.E
Minimum parking		1015.02
Maximum parking	N/A	1015.02
Carpool/vanpool	1 space, or 5% of the required spaces, whichever is greater	1015.02
Bike parking	1 per acre	1015.03
Parking location	75% must be located within 50' of public building entrance	1015.03.A.2
Parking space dimensions	8.5'x16' standard spaces (25% of required parking cannot exceed these dimensions)  (8.5'x22' for parallel spaces)	1015.02
Parking lot aisle width	<i>Per Standard Drawing P100</i>	Drawing P100
Wheel stops	Required for parking spaces by landscaping/sidewalks (min. 4")	1015.02
Minimum landscape	"Landscape the site to produce a setting appropriate to its function" (Also, zone not listed in Table 1009-1 & no provisions for "special district" noted, 1009.02)  See Comprehensive Plan Chapter 9, Policies 1.1-1.3	702.06
Site perimeter landscaping	5' strip along front lot line	1009.06.C and 1009.03.B.1
Street Trees	N/A (Outside UGB)	1007.06
Tree removal	Development restriction following excessive tree removal N/A outside UGB.	1002.02
Parking lot landscaping	25 SF per parking space (not including perimeter landscaping) 1 tree per 8 parking spaces 1 swale between 2 rows of parking for every 6 rows of parking	1009.03
Parking perimeter landscaping	5' in width Shrubs 95% opaque year-round providing 3' tall screening adjacent to abutting lot lines (Only 30" on front lot line) 1 tree for every 30' (linear) of landscaping strip	1009.04.B
Trash screening requirement	Sight-obscuring fence required for garbage/recycling (6'-10')	1009.04.C
Minimum driveway width	Width to be approved by County on site-specific basis (Min. for commercial driveways is 28', for reference)	Drawing D650
Driveway access spacing	At least 300' from roadway intersection	Clackamas County Roadway Standards (220.4)





## HOODLAND PARK DISTRICT FUNDING ADDITIONAL RESOURCES Grants and Low Interest Loans

In addition to property tax revenues from the Hoodland Park District annexation the intension is to access outside grants and loans to pay for the acquisition, development and construction of specific park components as new projects are adopted. As documented in the budget, a Grant Writer will be under contract with the Hoodland Park District to assist the District Board of Directors with research of and application to a variety of available grants and low interest loans. Below is a list of just a few current grants and loans for which the Hoodland Park District will be eligible.

- **The Local Government Grant Program (LGGP)** is a voter approved, State lottery funded grant program administrated by the **Oregon Parks and Recreation Department**. Typically, the program awards over \$5 million annually to qualified projects. Eligible applicants include Local government agencies that are obligated by state law to provide public recreation facilities which includes Park and Recreation Districts. The grants are limited to outdoor park and recreation areas and facilities open and accessible to the public-at-large. Appropriate projects include Planning and Feasibility of project, Acquisition of property, Development of property, and Rehabilitation/Maintenance of property components. The grant would be matching funds and the amount of the matching funds depends on the population of the district. The LGGP awards include Small Grants (up to \$75,000), Large Grants (up to \$750,000 or \$1,000,000 for land acquisition) and Small Community Planning Grants ( up to \$40,000). In 2019 LGGP awarded a total of \$6.619 million in grant requests. Contact: Mark Cowan, Grant Program Coordinator, 725 Summer St. NE, Suite C, Salem, OR 97301; tele, 503-951-1317; email: mark.cowan@oregon.gov
- **The Community Facilities Grant** program is funded by the **Department of Agriculture (USDA)** and provides grants to communities with less than 20,000 residents to construct and renovate facilities used for public service, health care, recreation, community service and public safety as well as equipment needed to operate said facilities. Districts are included as eligible applicants and up to 75% of the cost eligible projects can be awarded depending on size and income of population. Contact: Housing and Community Facilities Programs National Office, U.S. Department of Agriculture, Room 5014 South Building, 14th Street and Independence Avenue SW, Washington, DC 20250; tele: 202-720-9619; website: rurdev.usda.gov
- **Outdoor Recreational Grant Program** is sponsored by **The National Park Service**. Grants are used to acquire land and plan and develop recreational areas such as playgrounds, tennis court, outdoor swimming pools, hiking trails, picnic areas, campgrounds, and boat launching ramps. Funds are also used to build restrooms, water



## Exhibit B

systems and other support facilities for the general public. States, cities, counties and park districts are eligible to apply for these grants.

Contact: Recreation Programs National Park Service, Department of the Interior, 1849 C Street NW, /Washington, DC 20240; tele, 202-354-6900; website: nps.gov

- **State Administered Community Development Block Grant Program (CDBG)** is sponsored by the **Department of Housing and Urban Development** and administered by the State. Grant money is used to acquire real estate property for public use, construct recreational facilities and public buildings particularly in under populated areas.  
Contact: U>S> Department of Housing and Urban Development, 451 7th Street SW, Washington, DC 20410; tele, 202-708-1112; website: hud.gov
- **The Oregon Parks Foundation Fund** of the **Oregon Community Foundation (OCF)** was created in 2009 by the **Oregon Parks Foundation (OPF)**. This fund supports the acquisition, preservation and restoration of Oregon's native landscape, as well as environmental, recreational and educational improvements to public parks throughout Oregon. The OPF Fund invites proposals from nonprofits and public agencies at the community, district, county and regional level. Grant recommendations are made to the OCF board by an advisory committee created by OPF. Grants disbursed by the OPF Fund generally range from \$1,000 to \$5,000. Larger grants may occasionally be considered for unique or special projects.  
Contact: **Oregon Community Foundation**, 1221 SW Yamhill St. ,Suite 100, Portland, OR 97205; **Phone:** (503) 227-6846; **Email:** info@oregoncf.org
- **The Rivers, Trails and Conservation Assistance Program (RTCA)** assists communities in preserving recreational spaces. RTCA helps communities create recreational greenways through their partnership with other agencies. The RTCA does not provide grant money directly. Rather, the National Park Service has teamed with Groundwork USA to provide over \$400,000 in community grant money.  
Contact: National Park Service Rivers, Trails and Conservation Assistance Program Org. Code 2220 1849 C Street NW, Washington, D.C. 20005; 202-354-6900; nps.gov
- **National Park Service** operates a land grant program designed to transfer federal lands to communities for park spaces and to preserve historical landmarks. This grant program allows state and local government to apply to receive federal lands in order to create parks for public use. The granted land must be returned to the federal government if it is no longer being used for a park, recreational space or as a historical monument space. Land must be open for public use in order for the state or local government to maintain control of it. To apply, local and state agencies must submit an application that clearly outlines how the land will be used in the community. Those wishing to create or preserve a historical monument must submit architectural plans with their grant application.  
Contact: National Park Service Federal Lands to Parks Program Org. Code 2225, 1849 C Street NW Washington, D.C. 20005; 202-354-6915; nps.gov

## Exhibit B

- **Statewide Comprehensive Outdoor Recreation Plans (SCORPs)**  
This program, developed by the **National Park Service**, was designed to help state governments and their subsidiaries acquire land and fund projects to develop park spaces for the general public, according to the Federal Grants Wire website. Grants can be given to states for a variety of development projects, including picnic areas, outdoor recreation areas, inner city parks, campgrounds, tennis courts, boat launching ramps, bike trails and picnic areas. Funds are not granted for the maintenance or operation of public park spaces.  
Only government agencies designated by the governor for the development of Statewide Comprehensive Outdoor Recreation Plans (SCORPs) may apply for the grant money. Indian tribes are also eligible to receive grant monies. The state government is responsible for determining and proving a high recreational need in their area. Awarded grants have ranged from \$150 to more than \$5 million.  
Contact: National Park Service Recreation Program, 1849 C Street, NW Washington, DC 20005; 202-354-6900; nps.gov
- **America Walks and Active People, Health Nations** are accepting applications for the **Community Change Program** to award community stipends for projects related to creating healthy, active, and engaged places to live, work, and play. Advocates, organizations, and agencies are eligible to apply for projects that will increase physical activity and active transportation in a specific community, engage people and organizations new to the efforts of walking and workability, and demonstrate a culture of inclusive health and design. Projects should have a particular focus on engaging in key issues of the day with new perspectives and diverse partners/audiences.  
Contact: National Recreation and Park Association, 22377 Belmont Ridge Road, Ashburn, VA 20148-4501  
NRPA has information about other grants as well.
- **Clackamas County Small Grants** has grants for projects that keep vulnerable residents safe and healthy. They had \$250,000 funds for 2020.  
Contact: [www.clackamas.us/des/grants-manager](http://www.clackamas.us/des/grants-manager)
- **American Public Gardens Association** has funds for community gardens, outdoor garden spaces including landscaping.  
Contact: [www.publicgardens.org](http://www.publicgardens.org)
- **Cycle Oregon** is a non-profit organization dedicated to transforming individuals and communities through bicycling. Proceeds from the ride go to the Cycle Oregon Fund, which helps preserve and protect the special places of Oregon and supports community development projects in the regions through which we ride.  
Contact: Cycle Oregon Fund, 1221 SW Yamhill St. Suite 100, Portland, OR 97205

## Munns, Jeffrey

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**From:** Gary Linkous <GLinkous@outlook.com>  
**Sent:** Friday, October 22, 2021 12:25 PM  
**To:** Munns, Jeffrey  
**Subject:** RE: District Boundary Formation  
**Attachments:** PETITION FILED.pdf  
  
**Importance:** High

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**Warning: External email. Be cautious opening attachments and links.**

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Dear Mr. Munns:

I have now received preliminary approval of the property description from ODR and have completed the petition for the park district. The petition is being filed today, probably within the next hour or so. To expedite review in your office I have attached a copy of the petition. My understanding is that the district has a very limited amount of time to collect signatures so any help you can provide to expedite the process would be greatly appreciated.

Respectfully,

Gary G. Linkous

Country Lawyer, P.C.  
24403 E. Welches Rd. STE. 101  
P.O. Box 636  
Welches, Oregon 97067  
Tel: 503-622-6498  
Fax: 503-622-3211  
[Gary@countrylawyer.net](mailto:Gary@countrylawyer.net)

**Petition Information**

**Petition Name :** Hoodland Park District Formation  
**Petition Date :** 10/22/2021      **Date Filed :** 10/22/2021  
**End Circulation Date :** 11/18/2021  
**Minimum Signatures Required :** 793      **Accepted Of Minimum :** ( 124.34% )  
**Total Signatures Processed :** 1136

**Processing Summary    Sample: All**

**Total Accepted Signatures :** 986      (87% )    **Of Those Processed**  
**Total Rejected Signatures :** 150      (13% )    **Of Those Processed**

<b>Accepted Reason</b>	<b>Total</b>	<b>(% Rejected)</b>
Valid Signature	986	(100%)

<b>Rejected Reason</b>	<b>Total</b>	<b>(% Rejected)</b>
Not Registered	38	(25.3%)
Out of District	65	(43.3%)
Rejected - Duplicate	14	(9.3%)
Not Registered Canceled	3	(2%)
Signatures Do Not Match	3	(2%)
Illegible Signer Information	1	(.6%)
Inactive Other or Reason Not Known	22	(14.6%)
Signed Before Date Registered to Vote (Too Late)	4	(2.6%)

**CERTIFIED COPY OF THE ORIGINAL  
 SHERRY HALL, COUNTY CLERK**

BY: *Rebecca Stern Doll*



# *Oregon's Statewide Planning Goals & Guidelines*

## **GOAL 8: RECREATIONAL NEEDS**

### **OAR 660-015-0000(8)**

***To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.***

#### **RECREATION PLANNING**

The requirements for meeting such needs, now and in the future, shall be planned for by governmental agencies having responsibility for recreation areas, facilities and opportunities: (1) in coordination with private enterprise; (2) in appropriate proportions; and (3) in such quantity, quality and locations as is consistent with the availability of the resources to meet such requirements. State and federal agency recreation plans shall be coordinated with local and regional recreational needs and plans.

#### **DESTINATION RESORT SITING**

Comprehensive plans may provide for the siting of destination resorts on rural lands subject to the provisions of state law, including ORS 197.435 to 197.467, this and other Statewide Planning Goals, and without an exception to Goals 3, 4, 11, or 14.

#### **Eligible Areas**

(1) Destination resorts allowed under the provisions of this goal must be sited on lands mapped as eligible by the affected county. A map adopted by a county may not allow destination resorts approved under the provisions of this goal to be sited in any of the following areas:

(a) Within 24 air miles of an urban growth boundary with an existing population of 100,000 or more unless residential uses are limited to those necessary for the staff and management of the resort;

(b) On a site with 50 or more contiguous acres of unique or prime farm land identified and mapped by the United States Natural Resources Conservation Service or its predecessor agency; or within three miles of a High Value Crop Area except that "small destination resorts" may not be closer to a high value crop area than one-half mile for each 25 units of overnight lodging or fraction thereof;

(c) On predominantly Cubic Foot Site Class 1 or 2 forest lands, as determined by the State Forestry Department, that are not subject to an approved goal exception;

(d) In the Columbia River Gorge National Scenic Area as defined by the Columbia River Gorge National Scenic Act, P.L. 99-663;

(e) In an especially sensitive big game habitat as generally mapped by the Oregon Department of Fish and Wildlife in July 1984 and as further refined through development of comprehensive plans implementing this requirement.

(2) "Small destination resorts" may be allowed consistent with the siting requirements of section (1), above, in the following areas:

(a) On land that is not defined as agricultural or forest land under Goal 3 or 4; or

(b) On land where there has been an exception to Statewide Planning Goals 3, 4, 11, or 14.

### **Siting Standards**

(1) Counties shall ensure that destination resorts are compatible with the site and adjacent land uses through the following measures:

(a) Important natural features, including habitat of threatened or endangered species, streams, rivers, and significant wetlands shall be maintained. Riparian vegetation within 100 feet of streams, rivers and significant wetlands shall be maintained. Alterations to important natural features, including placement of structures that maintain the overall values of the feature, may be allowed.

(b) Sites designated for protection in an acknowledged comprehensive plan designated pursuant to Goal 5 that are located on the tract used for the destination resort shall be preserved through conservation easements as set forth in ORS 271.715 to 271.795. Conservation easements adopted to implement this requirement shall be sufficient to protect the resource values of the site and shall be recorded with the property records of the tract on which the destination resort is sited.

(c) Improvements and activities shall be located and designed to avoid or minimize adverse effects of the resort on uses on surrounding lands, particularly effects on intensive farming operations in the area. At a minimum, measures to accomplish this shall include:

(i) Establishment and maintenance of buffers between the resort and adjacent land uses, including natural vegetation and where appropriate, fences, berms, landscaped areas, and other similar types of buffers.

(ii) Setbacks of structures and other improvements from adjacent land uses.

(iii) Measures that prohibit the use or operation in conjunction with the resort of a portion of a tract that is excluded from the site of a destination resort pursuant to ORS 197.435(7). Subject to this limitation, the use of the excluded property shall be governed by otherwise applicable law.

### **Implementing Measures**

(1) Comprehensive plans allowing for destination resorts shall include implementing measures that:

(a) Adopt a map consisting of eligible lands for large destination resorts within the county. The map shall be based on reasonably available information, and shall not be subject to revision or refinement after adoption except in conformance with ORS 197.455, and 197.610 to 197.625, but not more frequently than once every 30 months. The county shall develop a process for collecting and processing concurrently all map amendments made within a 30-

month planning period. A map adopted pursuant to this section shall be the sole basis for determining whether tracts of land are eligible for siting of large destination resorts under the provisions of this goal and ORS 197.435 to 197.467.

(b) Limit uses and activities to those permitted by this goal.

(c) Assure developed recreational facilities and key facilities intended to serve the entire development and visitor oriented accommodations are physically provided or are guaranteed through surety bonding or substantially equivalent financial assurances prior to closure of sale of individual lots or units. In phased developments, developed recreational facilities and other key facilities intended to serve a particular phase shall be constructed prior to sales in that phase or guaranteed through surety bonding.

## **DEFINITIONS**

***Destination Resort*** -- A self-contained development providing visitor-oriented accommodations and developed recreational facilities in a setting with high natural amenities, and that qualifies under the definition of either a “large destination resort” or a “small destination resort” in this goal. Spending required under these definitions is stated in 1993 dollars. The spending required shall be adjusted to the year in which calculations are made in accordance with the United States Consumer Price Index.

***Large Destination Resort*** -- To qualify as a “large destination resort” under this Goal, a proposed development must meet the following standards:

(1) The resort must be located on a site of 160 acres or more except within two miles of the ocean shoreline where the site shall be 40 acres or more.

(2) At least 50 percent of the site must be dedicated as permanent open space excluding yards, streets and parking areas.

(3) At least \$7 million must be spent on improvements for onsite developed recreational facilities and visitor-oriented accommodations exclusive of costs for land, sewer, and water facilities and roads. Not less than one-third of this amount shall be spent on developed recreational facilities.

(4) Commercial uses allowed are limited to types and levels necessary to meet the needs of visitors to the development. Industrial uses of any kind are not permitted.

(5) Visitor-oriented accommodations including meeting rooms, restaurants with seating for 100 persons, and 150 separate rentable units for overnight lodging must be provided. Accommodations available for residential use shall not exceed two such units for each unit of overnight lodging, or two and one-half such units on land that is in Eastern Oregon as defined by ORS 321.805. However, the rentable overnight lodging units may be phased in as follows:

(a) On land that is not in Eastern Oregon, as defined in ORS 321.805:

(A) A total of 150 units of overnight lodging must be provided.

(B) At least 75 units of overnight lodging, not including any individually owned homes, lots or units must be constructed or guaranteed through surety

bonding or equivalent financial assurance prior to the closure of sale of individual lots or units.

(C) The remaining overnight lodging units must be provided as individually owned lots or units subject to deed restrictions that limit their use to overnight lodging units. The deed restrictions may be rescinded when the resort has constructed 150 units of permanent overnight lodging as required by this section.

(D) The number of units approved for residential sale may not be more than two units for each unit of permanent overnight lodging provided under this section.

(E) The development approval shall provide for the construction of other required overnight lodging units within five years of the initial lot sales.

(b) On lands in Eastern Oregon, as defined in ORS 321.805:

(A) A total of 150 units of overnight lodging must be provided.

(B) At least 50 units of overnight lodging must be constructed prior to the closure of sale of individual lots or units.

(C) At least 50 of the remaining 100 required overnight lodging units must be constructed or guaranteed through surety bonding or equivalent financial assurance within five years of the initial lot sales.

(D) The remaining required overnight lodging units must be constructed or guaranteed through surety bonding or equivalent financial assurances within 10 years of the initial lot sales.

(E) The number of units approved for residential sale may not be more than 2-1/2 units for each unit of permanent overnight lodging provided under this section.

(F) If the developer of a resort guarantees the overnight lodging units required under paragraphs (C) and (D) of this subsection through surety bonding or other equivalent financial assurance, the overnight lodging units must be constructed within four years of the date of execution of the surety bond or other equivalent financial assurance.

(6) When making a land use decision authorizing construction of a "large destination resort" in Eastern Oregon, as defined in ORS 321.805, the governing body of the county or its designee shall require the resort developer to provide an annual accounting to document compliance with the overnight lodging standards of this definition. The annual accounting requirement commences one year after the initial lot or unit sales. The annual accounting must contain:

(a) Documentation showing that the resort contains a minimum of 150 permanent units of overnight lodging or, during the phase-in period, documentation showing the resort is not yet required to have constructed 150 units of overnight lodging.

(b) Documentation showing that the resort meets the lodging ratio described in section (5)(b) of this definition.

(c) For a resort counting individually owned units as qualified overnight lodging units, the number of weeks that each overnight lodging unit is available for rental to the general public as described in section (2) of the definition for "overnight lodgings" in this goal.



**Small Destination Resort** -- To qualify as a “small destination resort” under Goal 8, a proposed development must meet standards (2) and (4) under the definition of “large destination resort” and the following standards:

- (1) The resort must be located on a site of 20 acres or more.
- (2) At least \$2 million must be spent on improvements for onsite developed recreational facilities and visitor-oriented accommodations exclusive of costs for land, sewer, and water facilities and roads. Not less than one-third of this amount must be spent on developed recreation facilities.
- (3) At least 25 but not more than 75 units of overnight lodging shall be provided.
- (4) Restaurant and meeting rooms with at least one seat for each unit of overnight lodging must be provided.
- (5) Residential uses must be limited to those necessary for the staff and management of the resort.
- (6) The county governing body or its designee must review the proposed resort and determine that the primary purpose of the resort is to provide lodging and other services oriented to a recreational resource that can only reasonably be enjoyed in a rural area. Such recreational resources include, but are not limited to, a hot spring, a ski slope or a fishing stream.
- (7) The resort shall be constructed and located so that it is not designed to attract highway traffic. Resorts shall not use any manner of outdoor advertising signing except:
  - (a) Tourist oriented directional signs as provided in ORS 377.715 to 377.830; and
  - (b) Onsite identification and directional signs.

**Developed Recreation Facilities** -- are improvements constructed for the purpose of recreation and may include but are not limited to golf courses, tennis courts, swimming pools, marinas, ski runs and bicycle paths.

**High-Value Crop Area** -- an area in which there is a concentration of commercial farms capable of producing crops or products with a minimum gross value of \$1,000 per acre per year. These crops and products include field crops, small fruits, berries, tree fruits, nuts, or vegetables, dairying, livestock feedlots, or Christmas trees as these terms are used in the 1983 County and State Agricultural Estimates prepared by the Oregon State University Extension Service. The High-Value Crop Area Designation is used for the purpose of minimizing conflicting uses in resort siting and is not meant to revise the requirements of Goal 3 or administrative rules interpreting the goal.

**Map of Eligible Lands** -- a map of the county adopted pursuant to ORS 197.455.

**Open Space** -- means any land that is retained in a substantially natural condition or is improved for recreational uses such as golf courses, hiking or

nature trails or equestrian or bicycle paths or is specifically required to be protected by a conservation easement. Open spaces may include ponds, lands protected as important natural features, land preserved for farm or forest use and lands used as buffers. Open space does not include residential lots or yards, streets or parking areas.

**Overnight Lodgings** -- are permanent, separately rentable accommodations that are not available for residential use. Overnight lodgings include hotel or motel rooms, cabins, and time-share units. Tent sites, recreational vehicle parks, manufactured dwellings, dormitory rooms, and similar accommodations do not qualify as overnight lodgings for the purpose of this definition. Individually owned units may be considered overnight lodgings if:

(1) With respect to lands not in Eastern Oregon, as defined in ORS 321.805, they are available for overnight rental use by the general public for at least 45 weeks per calendar year through a central reservation and check-in service, or

(2) With respect to lands in Eastern Oregon, as defined in ORS 321.805, they are available for overnight rental use by the general public for at least 38 weeks per calendar year through a central reservation system operated by the destination resort or by a real estate property manager, as defined in ORS 696.010.

**Recreation Areas, Facilities and Opportunities** -- provide for human development and enrichment, and include but are not limited to: open space and scenic landscapes; recreational lands; history, archaeology and natural science resources; scenic roads and travelers; sports and cultural events; camping, picnicking and recreational lodging; tourist facilities and accommodations; trails; waterway use facilities; hunting; angling; winter sports; mineral resources; active and passive games and activities.

**Recreation Needs** -- refers to existing and future demand by citizens and visitors for recreations areas, facilities and opportunities.

**Self-contained Development** -- means a development for which community sewer and water facilities are provided onsite and are limited to meet the needs of the development or are provided by existing public sewer or water service as long as all costs related to service extension and any capacity increases are borne by the development. A "self-contained development" must have developed recreational facilities provided on-site.

**Tract** -- means a lot or parcel or more than one contiguous lot or parcel in a single ownership. A tract may include property that is not included in the proposed site for a destination resort if the property to be excluded is on the boundary of the tract and constitutes less than 30 percent of the total tract.

**Visitor-Oriented Accommodations** -- are overnight lodging, restaurants, meeting facilities which are designed to and provide for the needs of visitors rather than year-round residents.

## **GUIDELINES FOR GOAL 8**

### **A. PLANNING**

1. An inventory of recreation needs in the planning area should be made based upon adequate research and analysis of public wants and desires.

2. An inventory of recreation opportunities should be made based upon adequate research and analysis of the resources in the planning area that are available to meet recreation needs.

3. Recreation land use to meet recreational needs and development standards, roles and responsibilities should be developed by all agencies in coordination with each other and with the private interests. Long range plans and action programs to meet recreational needs should be developed by each agency responsible for developing comprehensive plans.

4. The planning for lands and resources capable of accommodating multiple uses should include provision for appropriate recreation opportunities.

5. The *State Comprehensive Outdoor Recreation Plan* could be used as a guide when planning, acquiring and developing recreation resources, areas and facilities.

6. When developing recreation plans, energy consequences should be considered, and to the greatest extent possible non-motorized types of recreational activities should be preferred over motorized activities.

7. Planning and provision for recreation facilities and opportunities should give priority to areas, facilities and uses that

(a) Meet recreational needs requirements for high density population centers,

(b) Meet recreational needs of persons of limited mobility and finances,

(c) Meet recreational needs requirements while providing the maximum conservation of energy both in the transportation of persons to the facility or area and in the recreational use itself,

(d) Minimize environmental deterioration,

(e) Are available to the public at nominal cost, and

(f) Meet needs of visitors to the state.

8. Unique areas or resources capable of meeting one or more specific recreational needs requirements should be inventoried and protected or acquired.

9. All state and federal agencies developing recreation plans should allow for review of recreation plans by affected local agencies.

10. Comprehensive plans should be designed to give a high priority to enhancing recreation opportunities on the public waters and shorelands of the state especially on existing and potential state and federal wild and scenic waterways, and Oregon Recreation Trails.

11. Plans that provide for satisfying the recreation needs of persons in the planning area should consider as a major determinant, the carrying capacity of the air, land and water resources of the planning area. The land conservation and development actions provided for by such plans should not exceed the carrying capacity of such resources.

## **B. IMPLEMENTATION**

Plans should take into account various techniques in addition to fee acquisition such as easements, cluster developments, preferential assessments, development rights acquisition, subdivision park land dedication that benefits the subdivision, and similar techniques to meet recreation requirements through tax policies, land leases, and similar programs.

## **C. RESORT SITING**

Measures should be adopted to minimize the adverse environmental effects of resort development on the site, particularly in areas subject to natural hazards. Plans and ordinances should prohibit or discourage alterations and structures in the 100 year floodplain and on slopes exceeding 25 percent. Uses and alterations that are appropriate for these areas include:

1. Minor drainage improvements that do not significantly impact important natural features of the site;
2. Roads, bridges and utilities where there are no feasible alternative locations on the site; and
3. Outdoor recreation facilities including golf courses, bike paths, trails, boardwalks, picnic tables, temporary open sided shelters, boating facilities, ski lifts and runs. Alterations and structures permitted in these areas should be adequately protected from geologic hazards or of minimal value and designed to minimize adverse environmental effects.

## **Chapter 9: OPEN SPACE, PARKS, AND HISTORIC SITES**

The conservation of land, water, and historic resources, and the related provision of recreation opportunities, is one of the most important factors in maintaining the quality of life which has made Clackamas County an attractive place to live. Recently, however, the urban area in particular has experienced a sharp jump in population, with substantial changes in the physical environment. Population growth is inevitable, at least for the foreseeable future, but the degradation of our communities is not.

Numerous natural, historic and recreation resources will continue to be available for everyone's enjoyment if the commitment is made to preserve them. The streams and river corridors, the steep wooded hillsides, marshes and wetlands, the rich farmlands, and the vast, magnificent mountains form a natural network of significant benefit. A distinctive building or section of the Barlow Trail provide us with an historical context which can be an important part of our identity. They give us a feeling of continuity, a connection with the past and with the future. Recreation resources are also important but, unlike the others, these need to be built up, changed, and improved as the demands of the people who use them change. This must be done within the limits of the natural resource systems. For instance, the natural characteristics of a stream must not be sacrificed to satisfy the demands of the people who use it for recreation. Rather, more recreation opportunities must be developed elsewhere to satisfy the demand.

This example illustrates the need for a resource conservation and recreation development strategy for Clackamas County. In the past there was ample open space and a wide selection of recreation activities available to virtually everyone. With little urban development pressure, there was little need to preserve either natural or man-made resources. Now the pressures on these resources are increasing, and will continue to mount in the future. Population density and recreation needs are rising, once cherished local open spaces are disappearing, and more people are demanding more places for a variety of recreation activities. It is increasingly clear that our options and opportunities, especially within the urban area, are becoming fewer every day. The County must take the lead to preserve the resources and develop facilities which will assure that a high quality of life is available to all County residents.

### **ISSUES**

- The effective protection of an adequate amount of open space, especially within the urban area
- The provision of adequate local recreation land, facilities and programs to meet the needs of residents and visitors
- The type of financial strategy needed to acquire, develop, and maintain recreation facilities
- The preservation of historically or culturally significant sites and structures

**SUMMARY OF FINDINGS AND CONCLUSIONS**

- Although approximately one-third of the urban area is open land at the present time, only about 5 percent is effectively preserved, and most of the balance could disappear over the next 20 years.
- Many of the areas which are a natural part of the open space network also are areas subject to natural hazards (over 11 percent of the land in the urban area), are valuable as natural resource areas, and provide natural buffers between urban communities. The two primary components of the network are stream and river corridors and forested hillsides.
- An effective land use regulation process will have to be established over the area designated as open space. Without this process, no effective preservation is possible in areas which are not acquired.
- The north urban area of the County (Census Tracts 208 through 226) is significantly deficient in public park land--approximately 2.8 acres per 1,000 population as compared to the standard of 10 acres per 1,000 population. Well over half of the total park acreage is undeveloped.
- The most deficient categories are neighborhood and community parks, particularly east of the Willamette River where there are fewer than two park acres per 1,000 population. The unincorporated part of this area is especially deficient. The north urban area also has less than average play field acreage at some schools. Serious deficiencies exist in other recreation facilities as well, especially public swimming pools and beaches, tennis and multipurpose courts, ball fields, and various types of trail systems.
- As the urbanizing area is filled in, the need for parks and other recreation facilities will intensify since the informal play areas and open spaces will no longer be there. There is a need to develop local facilities and site them for access by foot and transit. However the amount of vacant land suitable for park development in the east urban area is very limited. It is imperative that suitable acreage be acquired quickly in this area before it has been irreversibly committed to development.
- In order to meet minimum standards for the expected north urban area population in the year 2010, the amount of park acreage will have to be increased by almost 1,200 acres in the next 20 years. Local governments are responsible for the provision of most urban area recreation facilities and cannot necessarily expect assistance from the state or federal governments in meeting urban area park needs.

- Consideration must be given to various methods of financing the provision of adequate park and recreation facilities and programs in the urban area. A park and recreation district would probably be the best solution. It could either cover the entire urban area, or just the unincorporated area and any interested cities. Local improvement districts (LIDs) are another method. A system development charge or real estate transfer tax also should be considered to provide new facilities for the developing areas. A capital improvements program (CIP) should be instituted to make better use of all available funds.
- Many historic sites and structures in Clackamas County are in disrepair and may be expensive to restore and maintain. While many can be adapted to contemporary use, care must be taken not to harm the features which made the structure or site significant.
- Many historical features in the County are located in areas where land is quite valuable and subject to redevelopment pressure. They are often overwhelmed by surrounding developments or destroyed because their value is not recognized.
- Archaeological sites are often difficult to locate due to the lack of a written historical record. This frequently means that they have been unknowingly destroyed. These sites, even when known, cannot be specifically identified in the inventory because of their sensitivity to exploration.

## **OPEN SPACE**

The preservation of open space is a necessity if the quality of life, particularly in the northwest urban area, is to be maintained and enhanced. The following goals and policies supplement those found in the Land Use Chapter.

### **OPEN SPACE GOALS**

- Protect the open space resources of Clackamas County.
- Improve the environmental quality of the northwest urban area.

### **9.A Open Space Policies**

9.A.1 Initiate an environmental management program to ensure the retention and enhancement of environmental quality and open space values, particularly in the urban area.

9.A.1.1 The program will resolve conflicts between a proposed land use activity (e.g., housing, timber harvesting) and the open space, scenic, historic, and natural resources of the County. The social, economic, environmental, and energy consequences of the proposed action will be identified. Changes may then be required in the proposal in order to minimize any adverse impact upon these resources. Policies from other sections of this chapter may be relevant.

9.A.1.2 Detail the nature and character of visually sensitive areas (see Natural Resources and Energy Chapter). This information will be used in the site analysis outlined in Policy 4.GG.5 of the Open Space section of the Land Use Chapter.

9.A.1.3 Provide site management assistance for lands which are maintained as open space, including utilization of the County's professional expertise to advise property owners on methods of land management.

9.A.1.4 Initiate an urban tree conservation and planting program in cooperation with business and community groups. This program should include street tree plantings, with an emphasis on major arterials, and regulation of the removal of trees and other significant vegetation which may have value as a feature of the urban area open space (see Forestry section of Natural Resources and Energy Chapter).

9.A.2 Use the Open Space Network Map, which has identified desirable open space within the urban area, natural areas identified through the Metropolitan Greenspaces Master Plan and natural areas within Metro's Urban Reserve Area, as the guide for public acquisition of open space (willing seller, willing buyer basis only) and open space dedication during the development process (see map 9-1).



- 9.A.2.1 Refine the open space network to more specifically focus on local neighborhood and community needs. This refinement should consider the relationship between lot and ownership patterns and the natural systems and features of the open space network. The map should also indicate suitable areas for clustering development, and appropriate combinations of adjoining properties which would achieve the best balance of urban development and open space within each community.
  - 9.A.2.2 Major adjustments to this map shall be incorporated onto the Land Use Map as they occur, in accordance with the amendment process outlined in the Planning Process Chapter. Minor adjustments will be considered compatible with the existing map.
  - 9.A.2.3 Open Space Management zoning may be applied to natural areas identified through the Metropolitan Greenspaces Master Plan and natural areas within Metro's Urban Reserve Area, when under public or common ownership.
- 9.A.3 Protect open space resources outside the urban area through the policies of the Land Use and the Natural Resources and Energy chapters of the Plan, specifically the policies for agriculture, forestry, water resources, wildlife habitats, and distinctive resource areas.
- 9.A.4 Use all available methods of acquiring or protecting open space for the enjoyment of all County residents including the following.
- 9.A.4.1 Finance the purchase of open space land either in combination with an urban area parks and recreation district acquisition program (see Parks and Recreation Policy 9.B.7) or through a special funding measure based on all taxable property in the urban area. Full-fee acquisitions, development-rights purchase and scenic easements, among other methods, may be used to implement this program. The County will maximize the use of local money through the aggressive pursuit of federal and state funds.
  - 9.A.4.2 Set standards for accepting land dedications as part of subdivision or PUD approval. If the site contains land designated as Open Space, that land should have the highest priority for open space dedication.
  - 9.A.4.3 Publish and distribute information indicating desirable areas for land donations, what procedure to follow, and how the donor will benefit.
  - 9.A.4.4 Support the state's existing property tax reduction program for all property in designated Open Space areas as long as they are maintained as open space.

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- 9.A.5 Establish responsibility through an existing or new commission to advise the County on the preservation of open space, natural, scenic, historic and cultural resources, and the provision of adequate recreation sites. The existing Parks Advisory Board could be expanded to assume this role; however, given the extent of responsibility, formation of a new commission may be necessary.
  
- 9.A.6 Cooperate with ODOT in addressing specific location and completion of the Goal 5 process for the Sandy River and Indian Ridge trails after general trail alignment is determined by ODOT.

## **PARKS AND RECREATION**

Clackamas County, like all rapidly urbanizing areas, needs to set aside land and develop facilities for the recreation and enjoyment of its residents and visitors. Various types of parks, urban recreation trails, and a number of outdoor and indoor recreational facilities will be needed over the next 20 years. Recognizing the limitations of existing facilities, priorities and standards have been set for the acquisition and development of land for recreation purposes, with a strong emphasis on the urban area.

The initial step is a commitment to provide an adequate park and recreation system to meet the needs of the people. This commitment must be met, however, within an overall strategy that considers the other legitimate needs of County residents. Different types of budgetary and funding mechanisms will need to be used and many segments of the community involved, including all governmental jurisdictions and the private sector.

### **PARKS AND RECREATION GOALS**

- Provide land, facilities and programs which meet the recreation needs of County residents and visitors.
- Establish an equitable means of financing parks and recreation facilities and programs.

### **9.B Parks and Recreation Policies**

- 9.B.1 Establish the following park classifications and standards to guide the provision of parks and other recreation facilities throughout the County.

Policies 9.B.1.1 through 9.B.1.3 are detailed in Table 9-1.

9.B.1.4 The County will seek to establish a park and recreation system which maximizes access for walkers, hikers, bicyclists and transit riders.

9.B.1.5 The County will seek to provide improved access and conveniences for disabled people in its park and recreation facilities.

- 9.B.2 Acquire and develop park sites in the urban area in order to bring that part of the County up to adopted standards. Due to the significant lack of parks and open space, the north urban area should be given special emphasis, particularly the Oak Lodge and Overland/Kendall neighborhoods.

9.B.2.1 The following park land will be acquired by the County or other appropriate agency as soon as possible (see map 9-2 for subarea boundaries):

- Subarea A not in County parks planning area
- Subarea B neighborhood parks: 150 acres  
community parks: 150 acres  
metropolitan parks: 250 acres
- Subarea C neighborhood parks: 40 acres  
community parks: 20 acres  
metropolitan parks: 80 acres
- Subarea D not in County parks planning area

Following is the projected total parks acreage needed over the next 20 years:

- Subarea A not in County parks planning area
- Subarea B neighborhood parks: 225 acres  
community parks: 225 acres  
metropolitan parks: 450 acres
- Subarea C neighborhood parks: 75 acres  
community parks: 75 acres  
metropolitan parks: 150 acres
- Subarea D not in County parks planning area

(The above acreage requirements are based on the standards outlined in Policies 9.B.1.1 - 9.B.1.3, Metro 1987 population figures, and 2010 population forecasts.)

9.B.2.2 Parks and other recreation sites will be developed with facilities to meet the short-term recreation needs of residents (see the Parks, Open Space, Historic Sites Background Report for information on determining recreation needs). The following is a partial list of desirable facilities for Subareas B and C:

- 5-6 swimming pools
- 3,000 feet of swimming beach
- 300-400 miles of pedestrian ways (including sidewalks)
- 100-150 miles of bike trails
- 30 ball fields
- 35 tennis courts
- 2 community centers

Many other facilities will also be needed to meet the expected demand over the next 20 years.

- 9.B.3 Provision of recreation in rural areas must be closely coordinated with other local, state and federal agencies (e.g., school districts, Willamette Greenway Program).
- 9.B.4 Consider the need to protect environmentally sensitive areas from overuse as well as satisfy the needs of County residents and visitors in developing area park and recreation facilities.
- 9.B.5 Pursue the following priorities for recreation land acquisition and development, subject to review and update at regular intervals. As a general strategy, acquisition will have priority over development, due to the rate of urban development on good park sites.

9.B.5.1 Acquisition Priorities

- Priority 1: Land suitable for neighborhood or community park development in subarea B, recognizing the significant lack of both existing park facilities and available land. Action should be taken immediately to acquire as many suitable parcels as possible in the unincorporated urban area to assure an adequate amount of park land for the future.
- Priority 2: Neighborhood and community parks in subarea C. Parks should be acquired prior to or as residential areas are developed. Action should be taken immediately due to the rapid pace of development currently taking place in this area. Acquire community park sites within the open space network.
- Priority 3: A metropolitan park site for the eastern part of the urban area. This site should be centrally located and easily accessible to both Subareas B and C. Because of the requirements for this type of park, Mt. Talbert should be considered as a potential site.

9.B.5.2 Development Needs

- An urban trail system for both walking and bicycling, especially in conjunction with the development of neighborhood and community parks. Use should be made of open space linkages along creek and river banks, ridgelines, and existing rights-of-way. Open space dedication at the time of development will be used as a means of completing this trail system (see map 9-1).
- Swimming pools in community and metropolitan parks. A diversity of pool types is preferred, ranging from small, outdoor pools to a large, indoor, Olympic-sized pool.
- Neighborhood parks, which would include children's play equipment, picnic facilities, and informal open space. These parks should be strategically located so that no resident would

travel more than one mile to reach the facilities.

- Ball fields as part of neighborhood and community parks, with sufficient area for several different simultaneous activities.
- Multipurpose courts in neighborhood and community parks.
- Natural areas as part of all three major urban area park types.

9.B.5.3 Use the preceding list of needs as a general guide for acquiring and developing recreation areas in the County. The list should be updated at least once every two years. Any funds available for general park and recreation development should be used in these priority areas. Donations of land outside the urban area should be accepted by the County. Purchase of additional land in the rural portions of the County may be considered if the land is a significant natural area that is being seriously threatened.

9.B.5.4 Establish a park and recreation site selection process, with location as the primary determining factor. All future acquisition and development programs should also take into account: (a) areas of substantial need; (b) how well a site meets the relative recreation needs of the service area; (c) the suitability of environmental conditions; (d) fiscal feasibility; (e) threat of loss of valuable resource; and (f) opportunity for cooperative projects.

9.B.5.5 Use the following criteria when considering the timing of site acquisition: (a) unusually favorable acquisition opportunities; (b) the likelihood that the site will be lost to development; (c) the appreciation rate of property in the area; and (d) the existence of advantageous opportunities to cooperate with other public agencies or private organizations.

9.B.6 Require all new urban residential developments to contribute to the provision of park facilities in their communities proportionate to the need generated by the development and based on the park standards established in Policy 9.B.1.

9.B.6.1 Develop specifications for park and open space dedications and fees in coordination with urban area and/or local park acquisition programs. Options for the developer may be:

- Dedicate land for a new park on site which meets established standards and is approved by the County;
- Provide fees-in-lieu of park land or contribute to a systems development fund or other appropriate fund (see Process Chapter, Policy 11.B.10) in proportion to the standard; or
- Some combination of the above.

- 9.B.6.2 Provide for a density bonus to be available for land developed with recreation facilities dedicated to public use. The bonus will be used to encourage the provision of public recreation facilities in conjunction with large development projects (see Density Bonus Section of the Housing Chapter).
- 9.B.7 Establish an urban area service district, or initiate the formation of a parks and recreation district to provide a full range of recreation facilities and programs to urban residents.
  - 9.B.7.1 Provide for the district to assume ownership, planning, administration, acquisition, development and maintenance of all parks in the urban part of the County.
  - 9.B.7.2 Provide for the district to initiate a recreation program, coordinate the use of publicly operated recreation facilities, and provide access to recreation services for all County residents, focusing on the special needs of urban area residents. The recreation program will attempt to meet the recreation needs of all age groups and serve as many different interest groups as possible. Potential programs include: soccer, softball, baseball, and basketball leagues; gymnastics, martial arts, volleyball, and exercise classes; arts and crafts classes; swimming lessons; free play time in a gymnasium for children and adults; and other activities. User or participant fees will be kept as low as possible, while an attempt will be made to recoup many of the costs involved in each program.
  - 9.B.7.3 Allow the district to take over ownership and maintenance of all dedicated open space upon approval of the organization (e.g., homeowners association) or agency which holds the title.
- 9.B.8 Use all available and responsible means to reduce the cost of acquisition, development, operation and maintenance of parks and recreation facilities, while working toward the provision of facilities and programs specified in Policies 9.B.1 and 9.B.6.
  - 9.B.8.1 Develop a capital improvements program for parks and recreation facilities to make efficient use of all funding sources and to plan for needed facilities and their maintenance.
  - 9.B.8.2 Seek to place idle park or open space lands into revenue producing interim uses compatible with their ultimate use and with environmentally sound land management practices (e.g., agriculture, selective timber harvest, community gardens).

- 9.B.8.3 Prepare park development plans which easily adapt to changing conditions and the changing needs of County residents. Plans will phase development, where appropriate, in order to assess whether full development is warranted. Consideration will be given to materials and technologies that reduce development and long-term maintenance costs while maintaining environmental compatibility.
  - 9.B.8.4 Encourage the private sector to help meet the recreation needs of County residents and visitors. The recreation program should use private facilities on a program-by-program basis when public facilities are not available. Where appropriate, nonprofit organizations will be encouraged to operate special purpose parks and facilities (e.g., nature exhibits, historic sites).
  - 9.B.8.5 Support legislation to enable local governments to use up to 25 percent of their federal park and recreation grants for normal park operation and maintenance, rather than just for acquisition and development.
- 9.B.9 Coordinate County activities with other agencies and organizations to provide park and recreation facilities.
- 9.B.9.1 Coordinate the development of facilities and programs with the cities and school districts when mutual concerns exist.
  - 9.B.9.2 Explore joint development projects in order to provide facilities needed by residents of both incorporated and unincorporated areas.
  - 9.B.9.3 Avoid duplication of facilities through coordination with state and federal agencies and the private sector.
- 9.B.10 Ensure opportunities for citizen participation in park and recreation decisions as provided in the Citizen Involvement Chapter and Policy 9.A.5 of the Open Space Section of this chapter.



## **HISTORIC LANDMARKS, DISTRICTS, AND TRANSPORTATION CORRIDORS**

Clackamas County has a rich and unique heritage from its founding through its development over time. Historic sites, objects, structures, and transportation corridors still remain which represent prehistory, the era of the Territorial Government, western migration along the Oregon Trail, the existence of the first and longest running electric street car line in the nation, the influence of the railroad on development and our heritage as an agricultural and lumber based economy. We are the stewards of these historic resources and charged through state law to protect and preserve them.

Cultural, economic, and social benefits can come from preservation of the County's historic resources. There is cultural value in establishing firm, visible links with the past. Economic benefits include enhanced property values, savings in structure replacement costs, tourism, and, in commercial areas, strengthened retail sales. Social and community benefits appear in the renewal of older neighborhoods and the increased pride fostered in the residents.

To effectively preserve historical resources, an evaluation must determine which structures and sites are worthy of preservation. A method of regulating the use or demolition of historic resources would then be necessary to protect them. It is essential that the County make a firm commitment to protect its historic resources.

Individual descriptions and maps of Clackamas County Historic Landmarks which are located within the urban area of the County can be found in the Clackamas County Historic Landmarks book, adopted by Clackamas County.

A detailed mapping project of the Barlow Road, the westernmost segment of the Oregon Trail, was undertaken in 1988. This document, entitled Maps of the Barlow Road, Mt. Hood to Oregon City, Clackamas County, prepared by the Planning and Economic Development Division, exhibits maps of the historic road corridor as well as associated historic sites. It also includes recommendations for a more detailed survey to assist in the preservation and management of this historic resource.

### **HISTORIC LANDMARKS, DISTRICTS, AND TRANSPORTATION CORRIDORS GOAL**

- Preserve the historical, archaeological, and cultural resources of the County.

#### **9.C Historic Landmarks, Districts, and Transportation Corridors Policies**

- 9.C.1 Conduct a comprehensive inventory in the County of historic areas, sites, structures, and objects. Inventory the location, quantity and quality of these resources using state and federal criteria.

- 9.C.2 The County adopts the Barlow Road Historic Corridor as defined by the Barlow Road Survey Project and the Barlow Road Background Report and Management Plan as a Clackamas County Historic Corridor. All provisions of the Historic Landmarks, Historic Districts and Historic Corridors Ordinance shall apply to the designated sites and historic corridor of the Barlow Road.
- 9.C.3 Develop criteria to further evaluate the significance of these historic resources using state and federal criteria as models.
- 9.C.4 Zone properties Historic Landmark (HL), Historic Districts (HD), or Historic Corridor (HC) which are determined significant by the evaluation criteria.
- 9.C.5 Identify conflicts by analyzing the economic, social, environmental, and energy consequences of land use actions with regard to significant historic resources.
- 9.C.6 Develop policies and programs to protect historic resources and minimize the conflicts.
- 9.C.7 Pursue private and public sources of funding for use by property owners in the renovation and maintenance of historic properties.
- 9.C.8 Pursue options and incentives to allow productive, reasonable use, and adaptive reuse of historic properties.
- 9.C.9 Appoint an Historic Review Board whose role is to protect and preserve Historic Landmarks, Districts, and Corridors and who individually have demonstrated interest and expertise in the field of Historic Preservation. This Board shall be empowered to:
  - 9.C.9.1 Recommend zoning of Historic Landmarks, Historic Districts, and Historic Corridors.
  - 9.C.9.2 Review alterations, new construction land divisions, and proposed demolition on all Landmark, District, and Corridor properties.
  - 9.C.9.3 Provide technical assistance and conduct workshops to provide an educational forum for historic preservation to broaden community awareness and public participation.
  - 9.C.9.4 Coordinate local preservation programs, including signing, plaques or other monumentation, driving and walking tour brochures, and other informational pieces.
  - 9.C.9.5 Make recommendations for designation of sites on the National Register of Historic Places.

## **MOUNT HOOD COMMUNITY PLAN**

The Mt. Hood area is unique, and the policies of the Mt. Hood Community Plan recognize this character. The economy of the community is dependent upon the conservation of the environment, which creates the setting so attractive to both residents and visitors. The Mt. Hood Community Plan, in conjunction with the rest of the Comprehensive Plan, provides the guidelines to assure reasonable development potential consistent with the need for environmental conservation.

The rest of the Comprehensive Plan is applicable to the Mt. Hood area; however, the Mt. Hood Community Plan takes precedence where conflicts exist.

The Mt. Hood Community Plan contains some policies that are in addition to, or different from, the rest of the Comprehensive Plan in four subject areas: Land Use, Public Facilities, Transportation, and Planning Process.

### **LAND USE**

In the Mt. Hood area, the Forest, Agriculture, Rural, Rural Commercial, Urban Low Density Residential, Community Commercial, and Open Space land use plan designations are applicable. Additionally, the Mountain Recreation designation may be applied. All land designated Urban in the Mt. Hood area is Immediate Urban. The three village areas of Government Camp, Rhododendron, and Wemme/Welches are recognized for their separate character and individual environment.

#### **10.A Village Area Policies**

##### **10.A.1 Government Camp**

- 10.A.1.1 The Government Camp Village is identified as an Urban Unincorporated Community in compliance with Chapter 660, Division 22 of the Oregon Administrative Rules (OARs).
- 10.A.1.2 Provide for a high intensity development character.
- 10.A.1.3 Development of US Forest Service lands may occur only if it complies with the US Forest Service regulations. Upon completion of a land transfer to private ownership, development of these lands may occur only if it complies with the provisions of this Plan.
- 10.A.1.4 Provide for pedestrian circulation and access within the business center.
- 10.A.1.5 Require new commercial or residential development of more than three units to provide a plan for snow removal and stockpiling.
- 10.A.1.6 Require one on-site parking space for each single-family residence developed on a lot of record existing prior to the adoption of this provision.

[10-MH-1]

10.A.1.7 Require all new residential development of more than three units to provide covered parking.

10.A.2 Rhododendron

10.A.2.1 Provide for a development character of low intensity.

10.A.3 Wemme/Welches

10.A.3.1 Provide for a development character of medium intensity.

10.A.3.2 Encourage development of recreational-resort facilities to provide accommodations for the users of the area's recreational amenities.

10.A.3.3 Encourage development of a shuttle bus system to provide access to the ski areas.

**10.B Residential Policies**

10.B.1 Property may be zoned Recreational Residential in areas designated Rural within the Mount Hood Community Plan, when all of the following criteria are met:

10.B.1.1 Parcels are generally two acres or smaller,

10.B.1.2 The area is significantly affected by development, and

10.B.1.3 There are no natural hazards and the topography and soils conditions are well-suited for the location of homes.

10.B.2 Allow density bonuses within the Low Density Residential and Mountain Recreation designations pursuant to Chapter 6, *Housing*, and the Zoning and Development Ordinance. In the Mountain Recreation designation, units allowed through the density bonus provisions shall be developed with the same unit size mixture as provided in the base density for the development. For example, if a development is proposed with a mixture of 50 units of 700 square feet each, and 50 units of 500 square feet each, and a bonus density of 10 units is allowed—the ten units shall include five units of 700 square feet each, and five units of 500 square feet.

10.B.3 The Low Density Residential land use plan designation may be applied within the Mt. Hood urban area, according to the policies for designation stated in Chapter 4, *Land Use*.

10.B.4 Implement the Low Density Residential designation by application of only the Hoodland Residential (HR) zone, which shall allow a maximum density of four units per acre.

10.B.5 The Mountain Recreation areas provide overnight housing for the users of the recreational facilities in the Mt. Hood area, in addition to providing for a variety in housing types at a density higher than allowed in the Low Density Residential areas. Uses allowed include multifamily dwellings, resort housing, and motels.

10.B.5.1 The Mountain Recreation designation may be applied within the Mt. Hood urban area, when all of the following criteria are met:

10.B.5.1.a The land is located within a village district,

10.B.5.1.b Public sewer and a State-approved water system are available and adequate to support the development potential of this designation, and

10.B.5.1.c The pattern and character of development within the area would not be adversely affected by uses allowed by this designation.

10.B.5.2 Recognize the unique character of individual village districts by varying density according to the village.

10.B.5.2.a In Wemme/Welches and Rhododendron, encourage a variety of housing types and individual unit sizes by calculating density based on floor area, according to the following development level chart:

Floor Area per unit in sq. ft.	No. of units per acre at development levels	
	Wemme/Welches	Rhododendron
1200+	6	4
1000-1199	7	5
800-999	8	6
600-799	10	8
400-599	14	12
200-399	32	22

10.B.5.2.b In Government Camp, allow a density of 22 units per acre.

10.B.5.3 Allow incidental commercial uses within a development in the Mountain Recreation area, as a limited use.

10.B.5.4 Implement the Mountain Recreation designation with the Mountain Recreational Resort zone.

10.B.6 Establish density standards for fragile or hazardous areas within the Mt. Hood urban area as follows:

10.B.6.1 Land within the 100-year floodplain shall be excluded from land area calculations; there is no density credit allowed for this area.

- 10.B.6.2 Except as modified by policy 10.B.7, identified land movement areas, wetlands, and slopes over 25 percent shall not be developed; 50 percent of the density allowed by zoning may be transferred to an unrestricted area within the development.
- 10.B.6.3 Except as modified by policy 10.B.7, development shall not occur within stream corridor areas; 100 percent of the density allowed by zoning may be transferred to an unrestricted area.
  
- 10.B.7 Notwithstanding policies 10.B.6.1-10.B.6.3, one single-family dwelling may be developed on a lot of record, provided that such development is otherwise consistent with the provisions of the Comprehensive Plan and the Zoning and Development Ordinance. The policies stated in policies 10.B.6.1-10.B.6.3 apply only to residential development; all other development shall be controlled by other provisions of the Comprehensive Plan and by the Zoning and Development Ordinance.
  
- 10.B.8 Implement dimensional and development standards to address compatibility, function, and aesthetics.

**10.C Commercial Policies**

- 10.C.1 The Community Commercial land use plan designation may be applied in the Mt. Hood urban area, according to the criteria for designation stated in Chapter 4, *Land Use*.
  - 10.C.1.1 Implement the Community Commercial designation by application of only the Rural Tourist Commercial (RTC) zoning district.
  - 10.C.1.2 Apply the density standards of Policy 10.B.5.2.a of the Residential section to resort accommodations in Community Commercial areas in Wemme/Welches and Rhododendron, and allow 50 units per acre in Government Camp.
  
- 10.C.2 The Rural Commercial land use plan designation may be applied outside of the Mt. Hood urban area, according to the criteria for designation stated in Chapter 4.
  
- 10.C.3 The Neighborhood Commercial zone shall not be applied in the Mt. Hood area.
  
- 10.C.4 Implement dimensional and development standards to address compatibility, function, and aesthetics.

**10.D Open Space Policies**

- 10.D.1 All areas within the 100-year floodplain, wetlands, and slopes exceeding 25 percent in the Mt. Hood area shall be designated Resource Protection Open Space. See Maps 10-MH-1, 10-MH-2, and 10-MH-3.
- 10.D.2 For the Government Camp Urban Unincorporated Community, there are two Open Space designations that are implemented through the Government Camp Open Space Management District: (1) Public and Community Use, and (2) Buffer areas.
  - 10.D.2.1 Designate Public and Community Use areas for utility facilities and public and private recreation uses and structures, including ski facilities, ice skating arenas, and indoor and other outdoor athletic and sport training facilities.
  - 10.D.2.2 Designate buffer areas as open to maintain the area’s environmental character and residential privacy. Development shall be minimized in these areas to the fullest possible extent.
- 10.D.3 Open space uses shall not substantially contribute to vehicular trip generations.

**PUBLIC FACILITIES**

**10.E Public Facilities Policies**

- 10.E.1 Prohibit lot divisions or development requiring subsurface disposal systems, within the Mt. Hood urban area, except for:
  - 10.E.1.1 Remodeling or additions to existing development, when such remodeling would not require any alteration or expansion of the subsurface disposal system, or
  - 10.E.1.2 Parcels with unique topographic or other natural features which make sewer extension impractical.
- 10.E.2 Ensure that subsurface sewage disposal systems in non-urban areas are allowed only when lot sizes give maximum assurance that no failures will occur that could require annexation to the Hoodland Service District.
- 10.E.3 Extension of sanitary sewer service to lands outside an unincorporated community boundary may be allowed in the Hoodland Service District or Government Camp Sanitary District boundary only under the following circumstances:

- 10.E.3.1 The property is located within an acknowledged unincorporated community boundary or the sanitary sewer line extension is the only practicable alternative to resolve a health hazard as defined by the State of Oregon; or
- 10.E.3.2 The sanitary sewer extension provides service to an existing, committed nonforest public use area, such as Timberline Lodge and its related facilities, Silcox Hut, or a Boy Scout lodging facility provided: (1) these uses are approved as an exception to Statewide Planning Goal 4; and (2) the extension is approved as an exception to Statewide Planning Goal 11.
- 10.E.4 The Government Camp Water System Master Plan, dated July 2000, shall be acknowledged as the water element of the Government Camp Facilities Plan.
- 10.E.5 The Government Camp Sanitary District Wastewater Facilities Plan, dated October 1995, shall be acknowledged as the sanitary sewer element of the Government Camp Facilities Plan.
- 10.E.6 The County shall acknowledge periodic updates of the sanitary sewer, water and transportation elements of the Government Camp Facilities Plan.
- 10.E.7 Review of development applications shall be coordinated with all service agencies to ensure facility service capacity is available to new developments.

## **TRANSPORTATION**

The development of the transportation system shall be in accordance with the following policies.

### **10.F Transportation Policies**

- 10.F.1 Encourage intersection improvements at the following intersections with US 26:
  - East Brightwood Loop
  - East Lolo Pass Road
  - East Welches Road
  - Highway 35
  - Entrance to Multorpor Ski Bowl facilities
  - Government Camp Loop



- 10.F.2 Encourage development of a loop road south of US 26 in Government Camp. The loop would complete access from the west to the east side of Government Camp, and would improve access to the Multitorpor/Ski Bowl facilities. Interchanges should be developed at the intersections with US 26.
- 10.F.3 Recognize the *Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan* as the guiding document for the development of a connected multi-modal system within the Villages of Mt Hood, as established pursuant to Clackamas County Code, Chapter 2.10.
- 10.F.4 Cooperate with the Oregon Department of Transportation (ODOT) to maintain a reasonable level of service and safety on US 26, in the Mt. Hood Corridor.
  - 10.F.4.1 Limit access to US 26, and encourage shared access where access to US 26 is necessary.
  - 10.F.4.2 Focus access management strategies on areas where access points are not defined and where driveways can be consolidated with new development or redevelopment according to the *Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan*.
  - 10.F.4.3 Encourage redesign of older platted areas along US 26, to reduce the number of access points.
  - 10.F.4.4 Encourage the development of alternatives to automobile transportation to ski facilities, to reduce parking needs at ski areas and to reduce congestion on US 26. Individual developers and existing resort facilities should be encouraged to provide shuttle systems or other facilities such as an aerial tram between Government Camp and Timberline Lodge.
  - 10.F.4.5 Coordinate with the community and ODOT to refine the design and location of safe and convenient pedestrian and bicycle crossings across US 26, enhanced with rapid flashing beacons or other safety measures and/or signals as identified in the *Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan* and Tables 5-3a-d and Map 5-11b.
  - 10.F.4.6 Support the design and construction of a multi-use path adjacent to US 26 connecting Wildwood Recreation Site to E. Salmon River Road according to the *Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan*.
- 10.F.5 Cooperate with ODOT to provide a rest area and information center between Sleepy Hollow and Zigzag.

- 10.F.6 Encourage development of a community-wide network of pedestrian trails.
  - 10.F.6.1 Ensure continued public access to recreation trails shown on Map 10-MH-5-and located within the Government Camp Urban Unincorporated Community boundary. Provisions may be made through appropriate legal documents, and may include requirements such as retaining conservation easements on these lands.
  - 10.F.6.2 Encourage the efficient connection of Forest Service trails located outside the Government Camp Urban Unincorporated Community Boundary to trail systems located within the boundary, to provide an integrated network of walkways, bikeways, and trails.
  - 10.F.6.3 Support connections to destinations and to Forest Service and Bureau of Land Management trails as part of an integrated network of pedestrian and bicycle facilities.
- 10.F.7 Support development and installation of gateway signs that identify the entrances of the Villages at Mt. Hood.
- 10.F.8 Promote active transportation by providing wayfinding signs including signs to an existing underpass and “bike hubs” – areas of secure and sheltered parking, benches, bike tools, and/or other amenities – to maximize investment in existing and new transportation facilities that accommodate multimodal travel and tourism in the Villages at Mt. Hood.
- 10.F.9 Support continuation and/or expansion of a shuttle bus system providing access to the Villages at Mt. Hood and ski areas.
- 10.F.10 Enhance existing and planned transit facilities and services by providing supportive facilities and features such as park and ride facilities and wayfinding signs in the Villages at Mt. Hood.
- 10.F.11 Support the development of pedestrian and bikeway connections along Huckleberry Drive, Woodsey Way and Learning Lane in order to provide safe routes to schools.

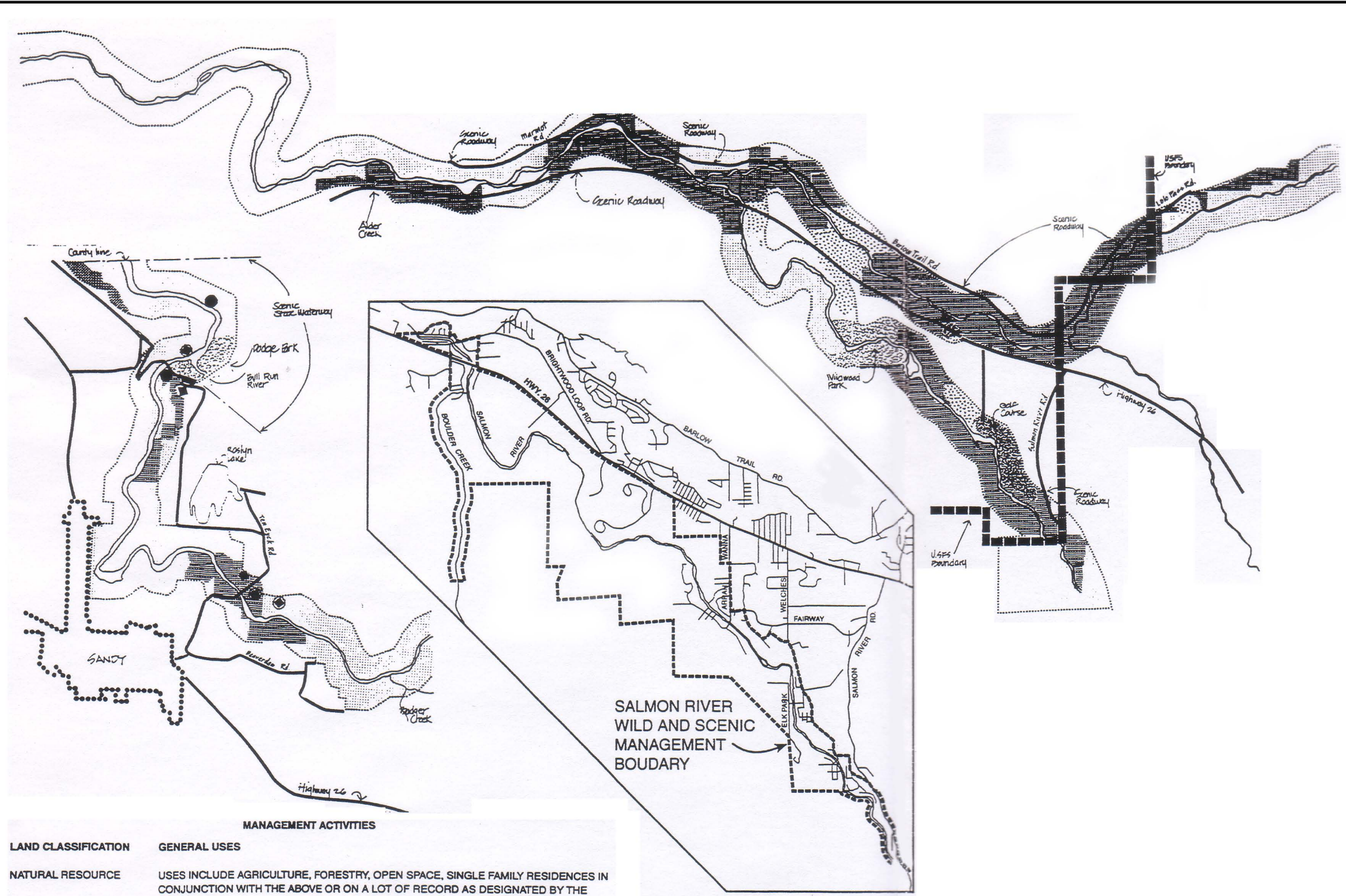
**THE PLANNING PROCESS**

**10.G Planning Process Policies**

10.G.1 The statements of issues and alternatives and the inventories and data of the 1976 Mt. Hood Community Plan, the 1976 Mt. Hood Planning Unit Draft Environmental Statement, 1989 Government Camp Village Revitalization Plan and Report, 1999 Government Camp Village Design Incentives Plan, 1980 Summit Ski Area Expansion Environmental Assessment Report, 1981 Multorpor Ski Bowl Master Plan, 1995 Government Camp Sanitary District Wastewater Facility Plan, 2000 Government Camp Water System Master Plan, 2000 Rural Transportation System Plan, Mt. Hood Corridor Plan-Final Environmental Impact Statement, and the revisions and additions to these documents are adopted as background reports for the policies and designations of the Mt. Hood Community Plan.

10.G.2 The *Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan* is adopted as a background report for the policies and designations of the Mount Hood Community Plan.

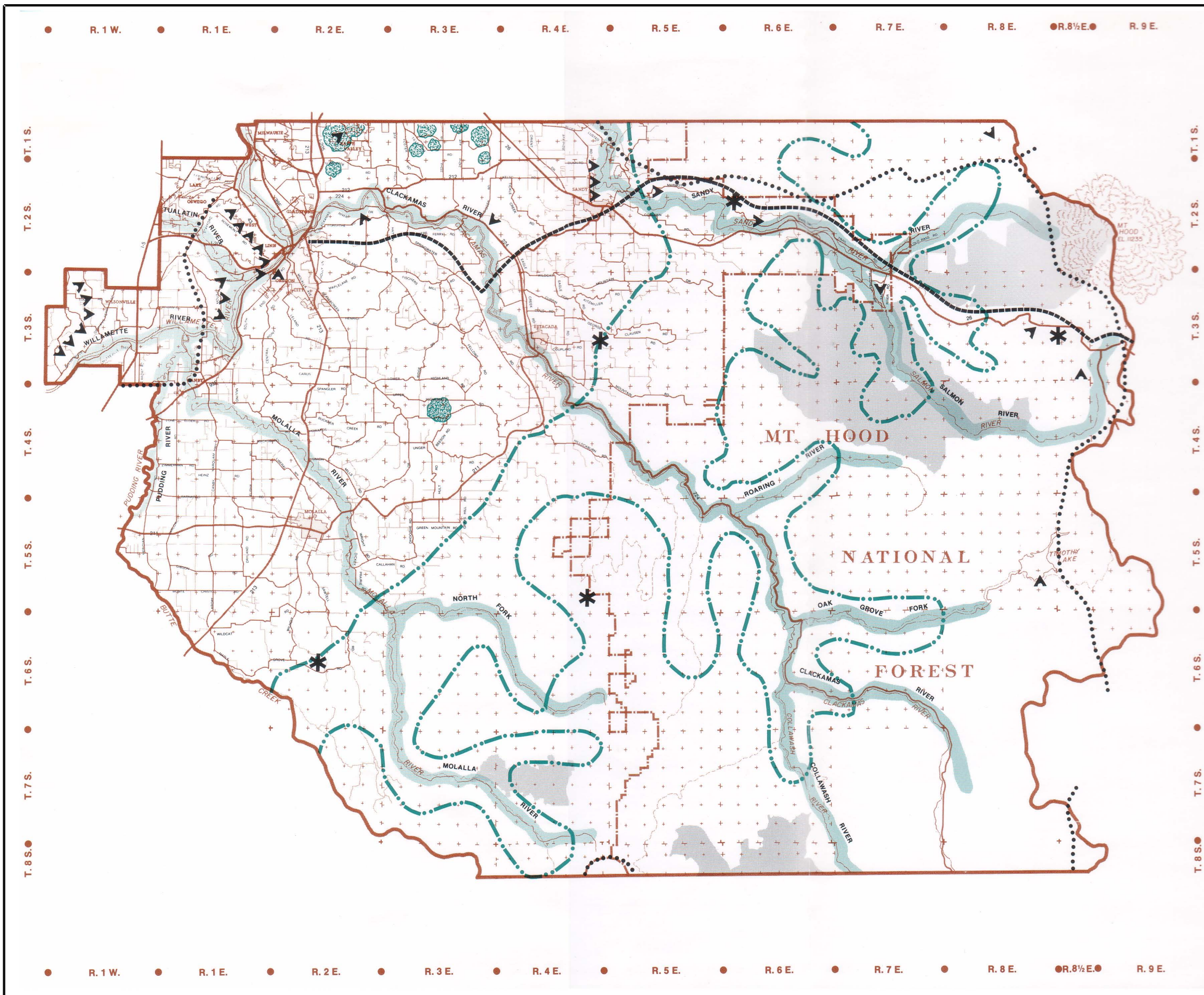
# PRINCIPAL RIVER CONSERVATION AREA SANDY-SALMON RIVER DESIGN PLAN



- Parks, Existing
- Parks, Proposed
- B** Boat Ramps
- Unique Features - Protected Sites
- Natural Resource
- Low Intensity Rural
- City Limit Line
- Public Access
- Proposed Public Access
- Low Intensity Urban
- High Intensity Urban

MANAGEMENT ACTIVITIES	
LAND CLASSIFICATION	GENERAL USES
NATURAL RESOURCE	USES INCLUDE AGRICULTURE, FORESTRY, OPEN SPACE, SINGLE FAMILY RESIDENCES IN CONJUNCTION WITH THE ABOVE OR ON A LOT OF RECORD AS DESIGNATED BY THE COMPREHENSIVE PLAN. AGGREGATE EXTRACTION ALLOWED ONLY BY CONDITIONAL USE PERMIT.
LOW INTENSITY RURAL	USES INCLUDE EXISTING RESIDENTIAL SUBDIVISIONS, EXISTING COMMERCIAL AND INDUSTRIAL OPERATIONS INCLUDING AGGREGATE EXTRACTION AS MAY BE DESIGNATED BY THE COMPREHENSIVE PLAN.
LOW INTENSITY URBAN	USES INCLUDE LOW DENSITY RESIDENTIAL DEVELOPMENT, PARKS OPEN SPACE, MARINAS AND BOAT RAMPS OF A PUBLIC NATURE IN SPECIFIED AREAS AS DESIGNATED BY THE COMPREHENSIVE PLAN.
HIGH INTENSITY URBAN	USES INCLUDE ALL OTHER USES NOT INCLUDED IN LOW INTENSITY URBAN, NATURAL RESOURCE OR LOW INTENSITY RURAL AS MAY BE DESIGNATED BY THE COMPREHENSIVE PLAN. THIS MAY INCLUDE HIGH DENSITY RESIDENTIAL, COMMERCIAL, INDUSTRIAL, ETC, BUT WILL ALLOW LESS INTENSIVE USES.





# SCENIC & DISTINCTIVE RESOURCE AREAS

-  Principal River Corridors
-  Wilderness Areas
-  Buttes
-  Unique / Natural Features \*
-  Viewpoints
-  Upper & Lower Limits of Winter Range (Deer, Elk - 3000' Elevation)
-  Barlow Road Historic Corridor (Oregon National Historic Trail)
-  Recreation Trails, Existing / Proposed

Scenic Roads - See Map 5-1

\* Source: Nature Conservancy

# Clackamas County Comprehensive Plan

## Map 4-7b: Mt. Hood Corridor Land Use Plan

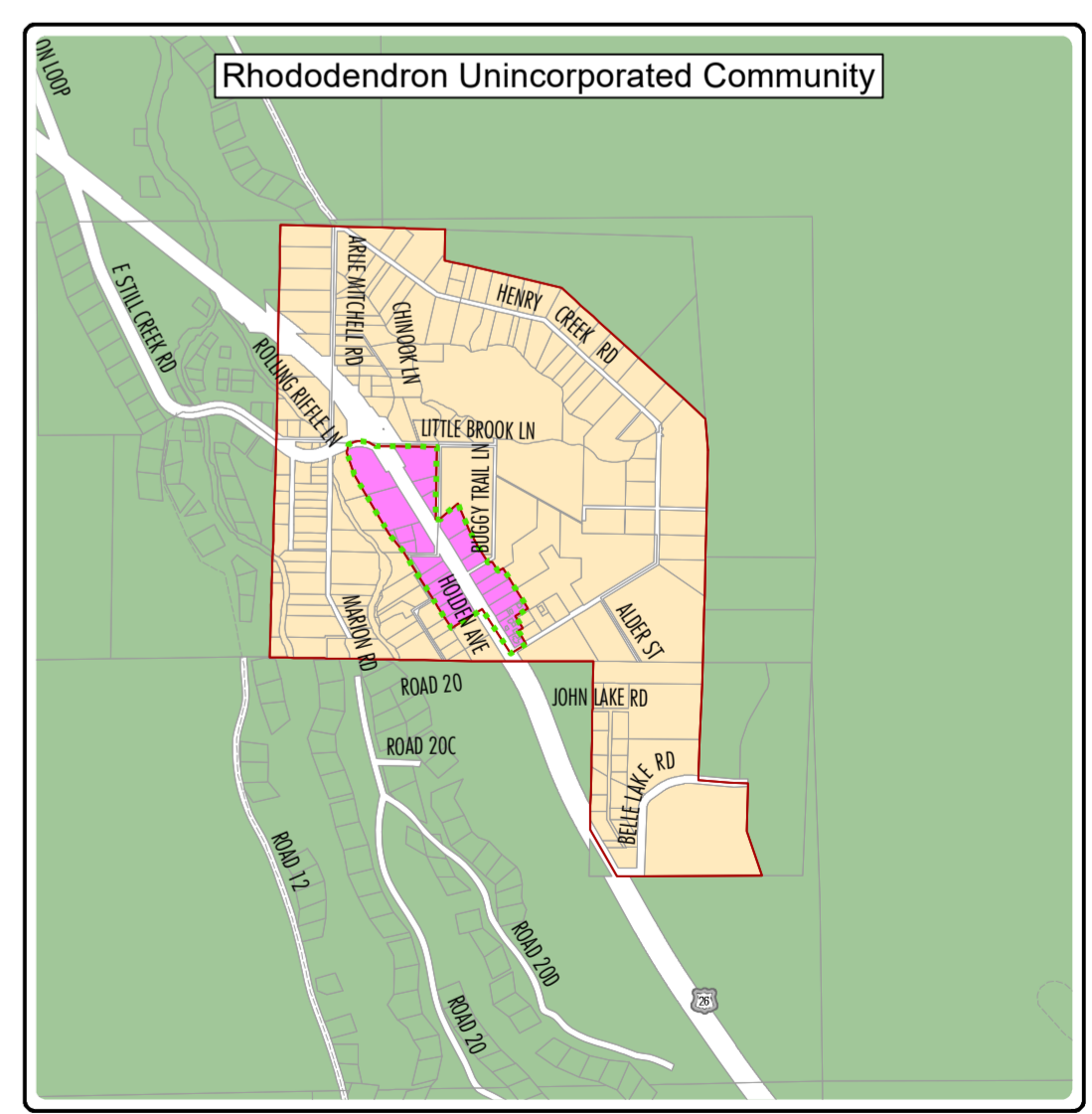
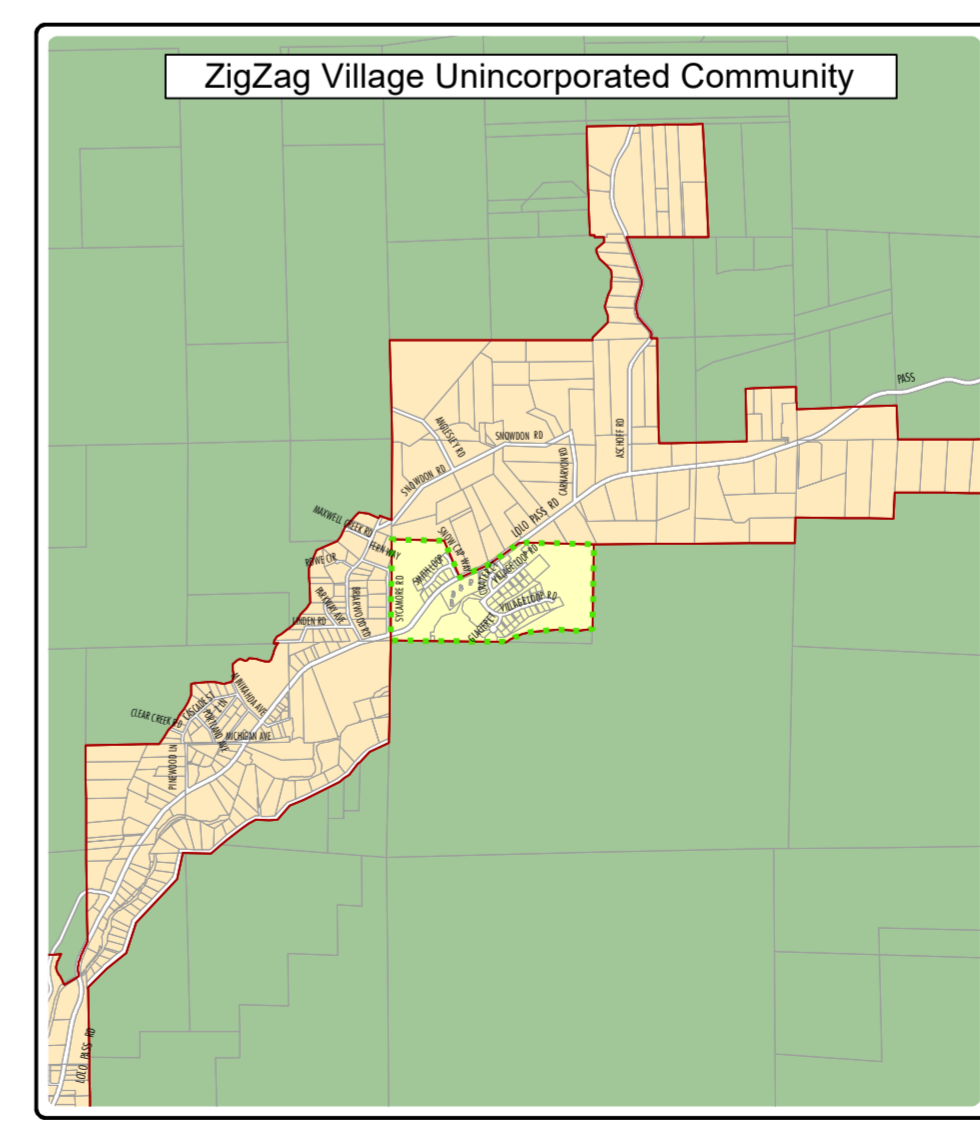
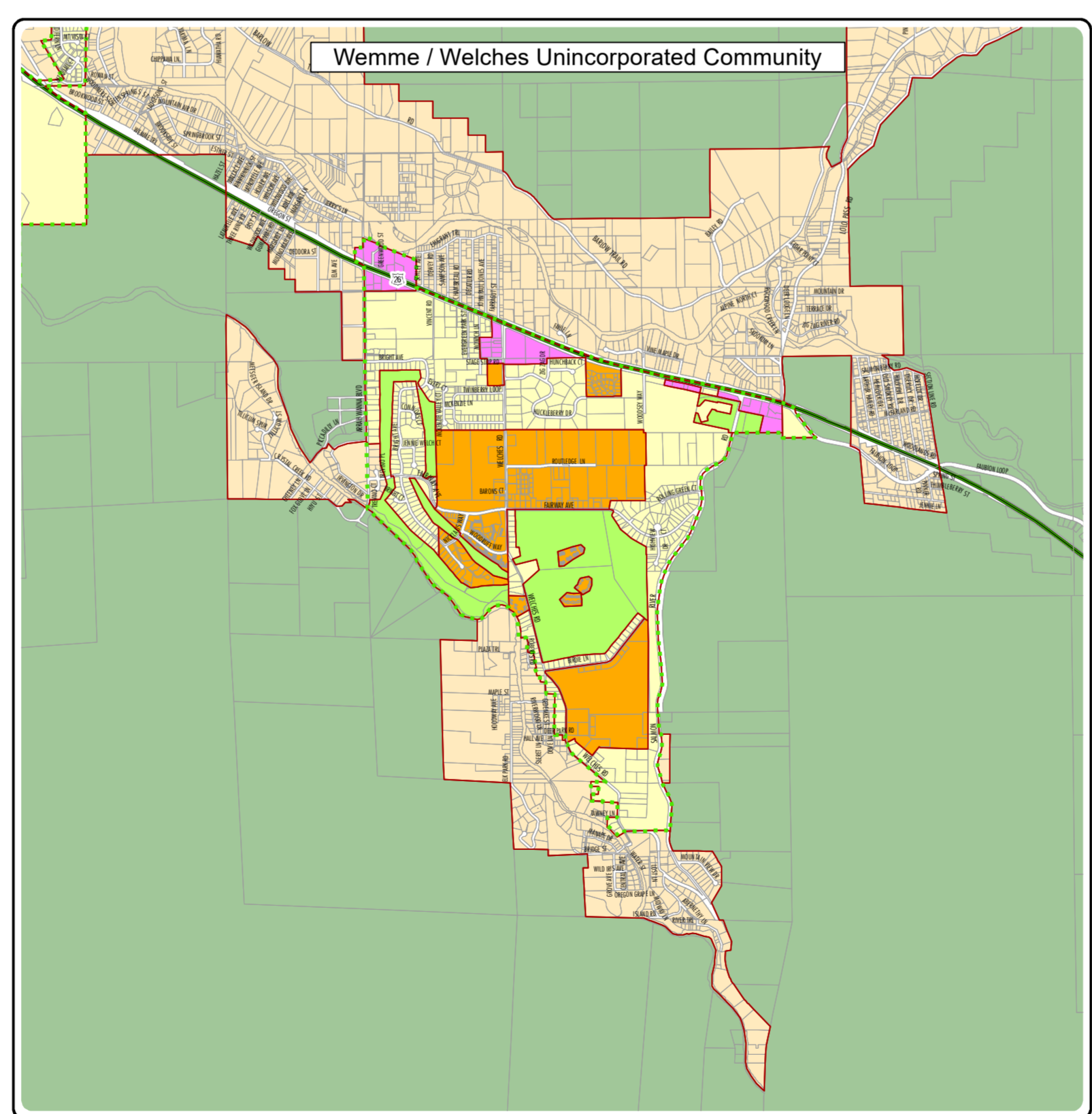
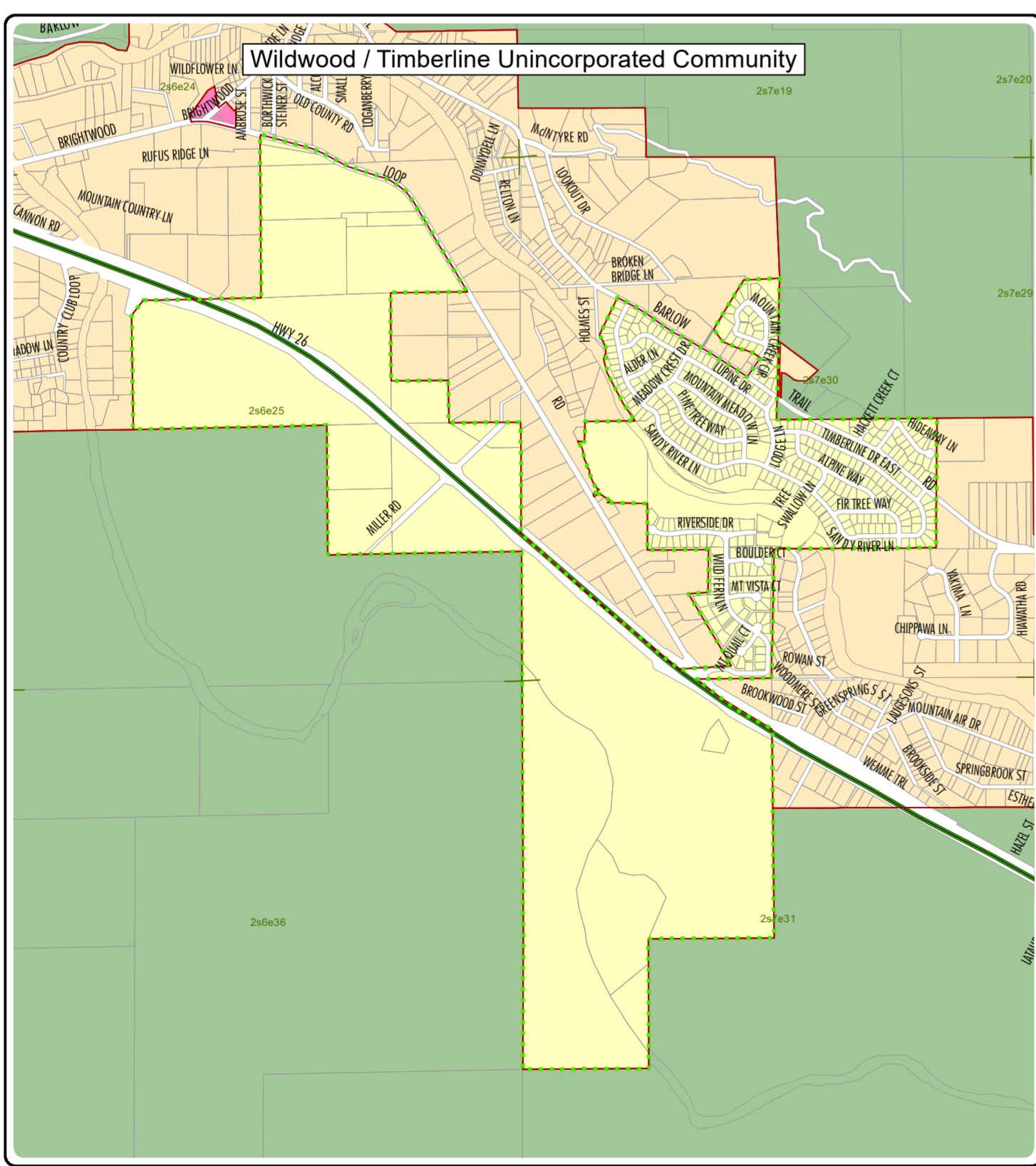
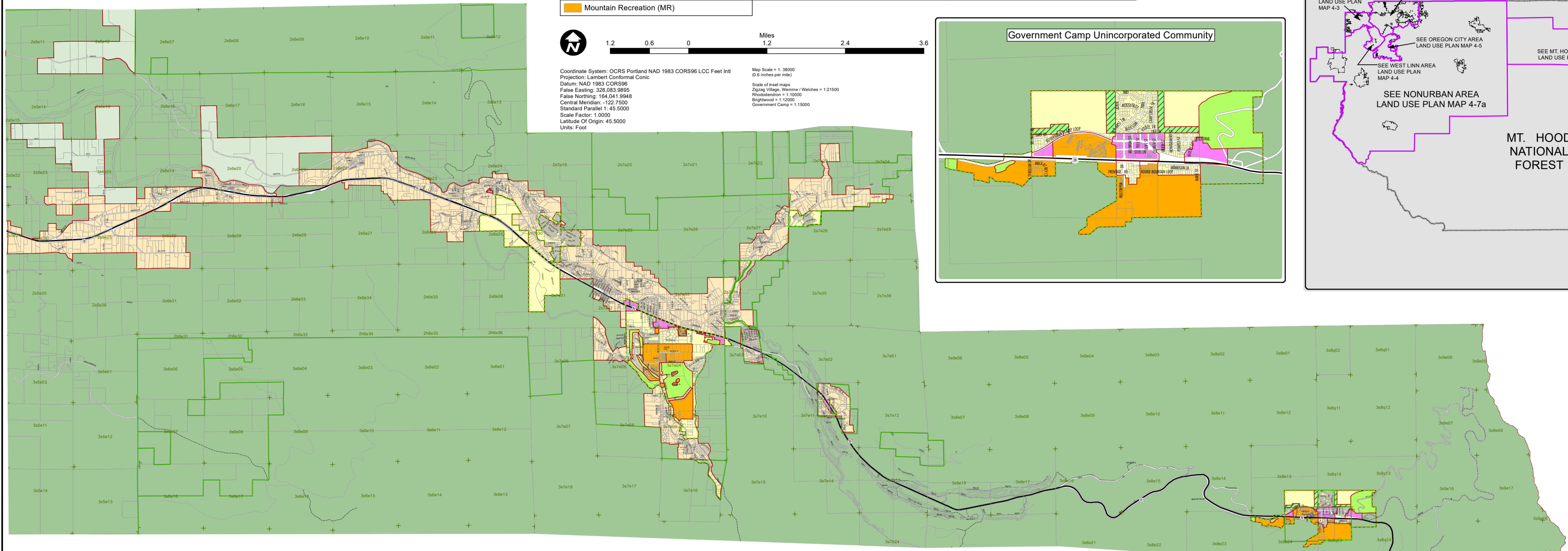
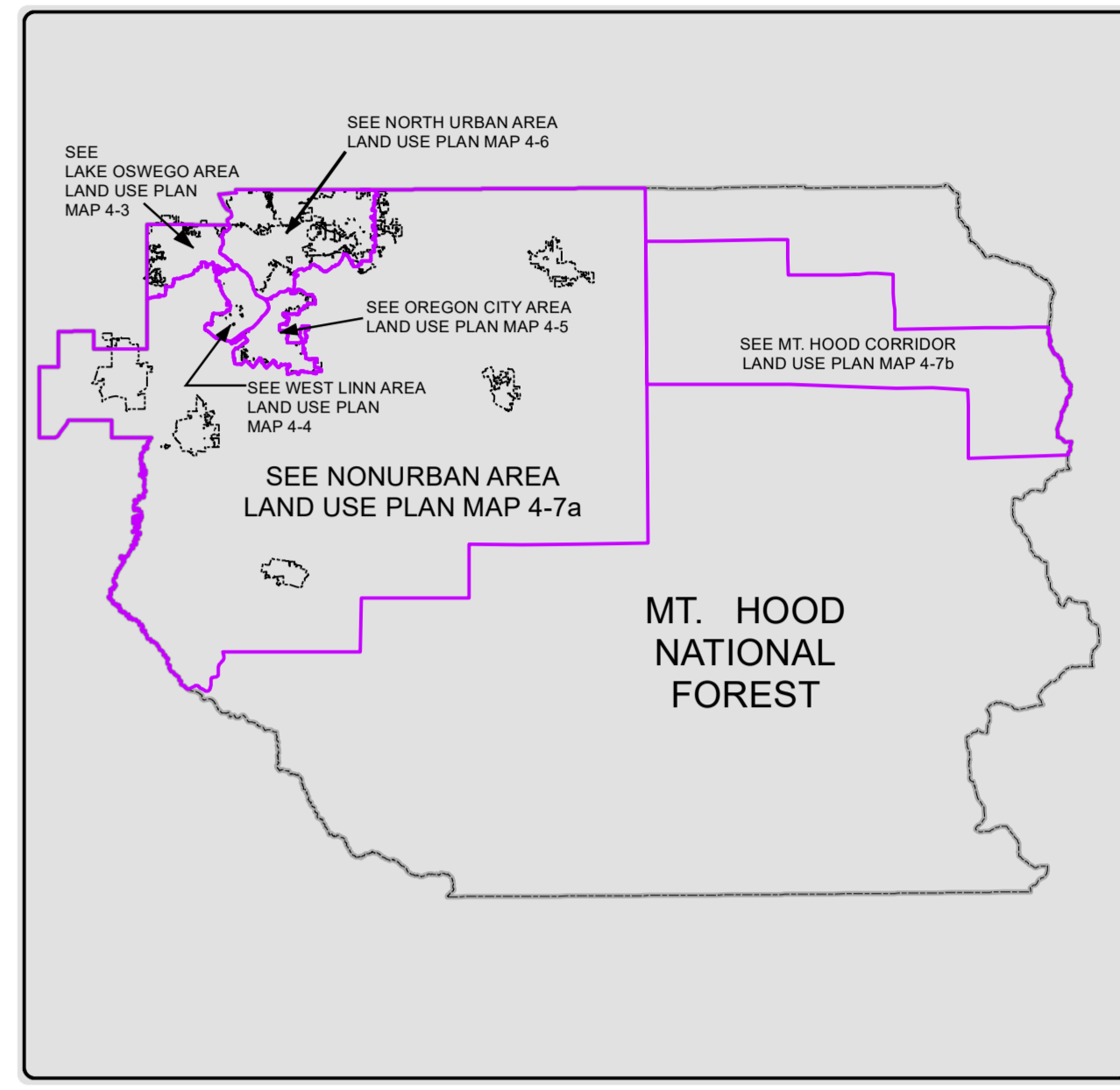
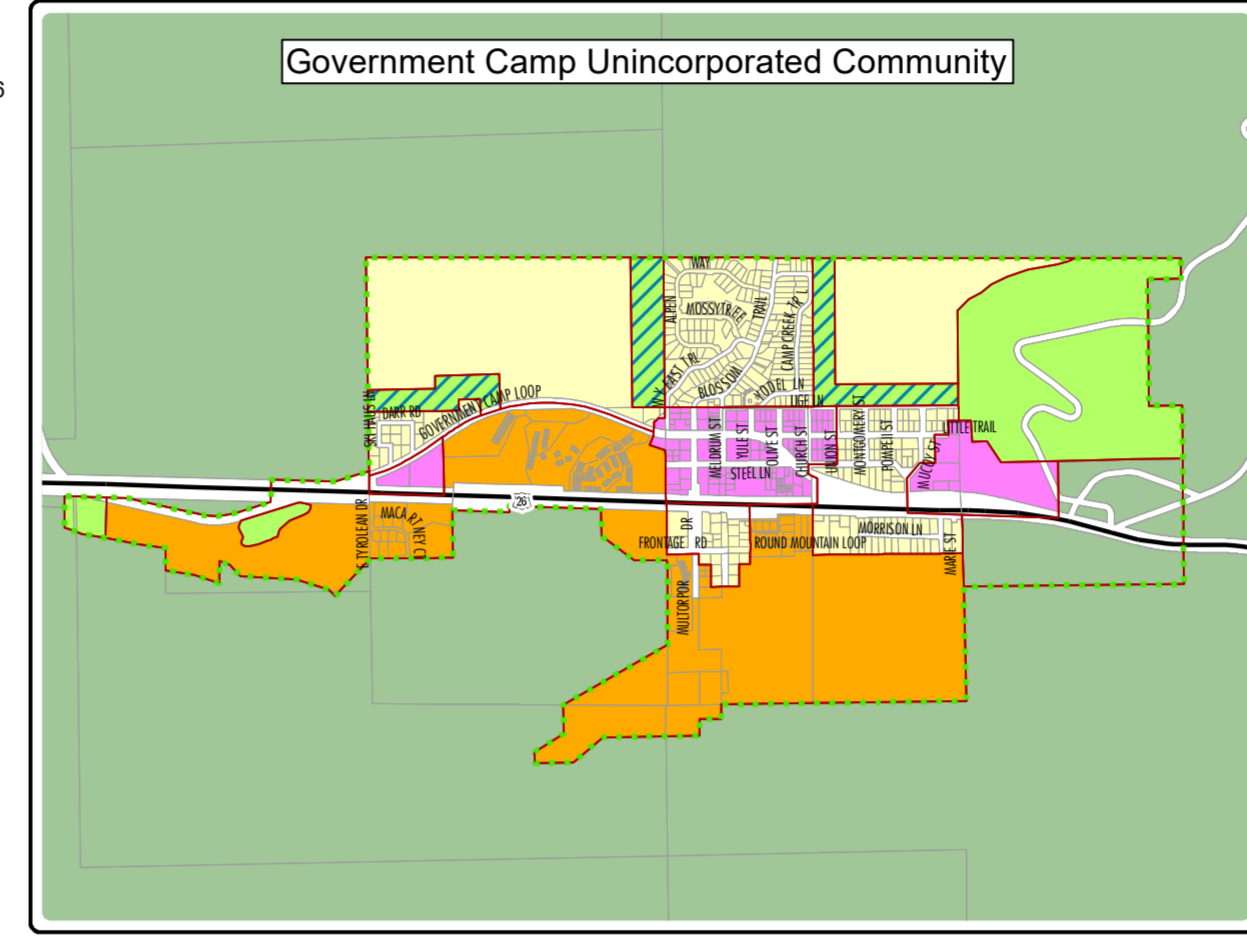
Date of Last Plan Amendment: November 30, 2000

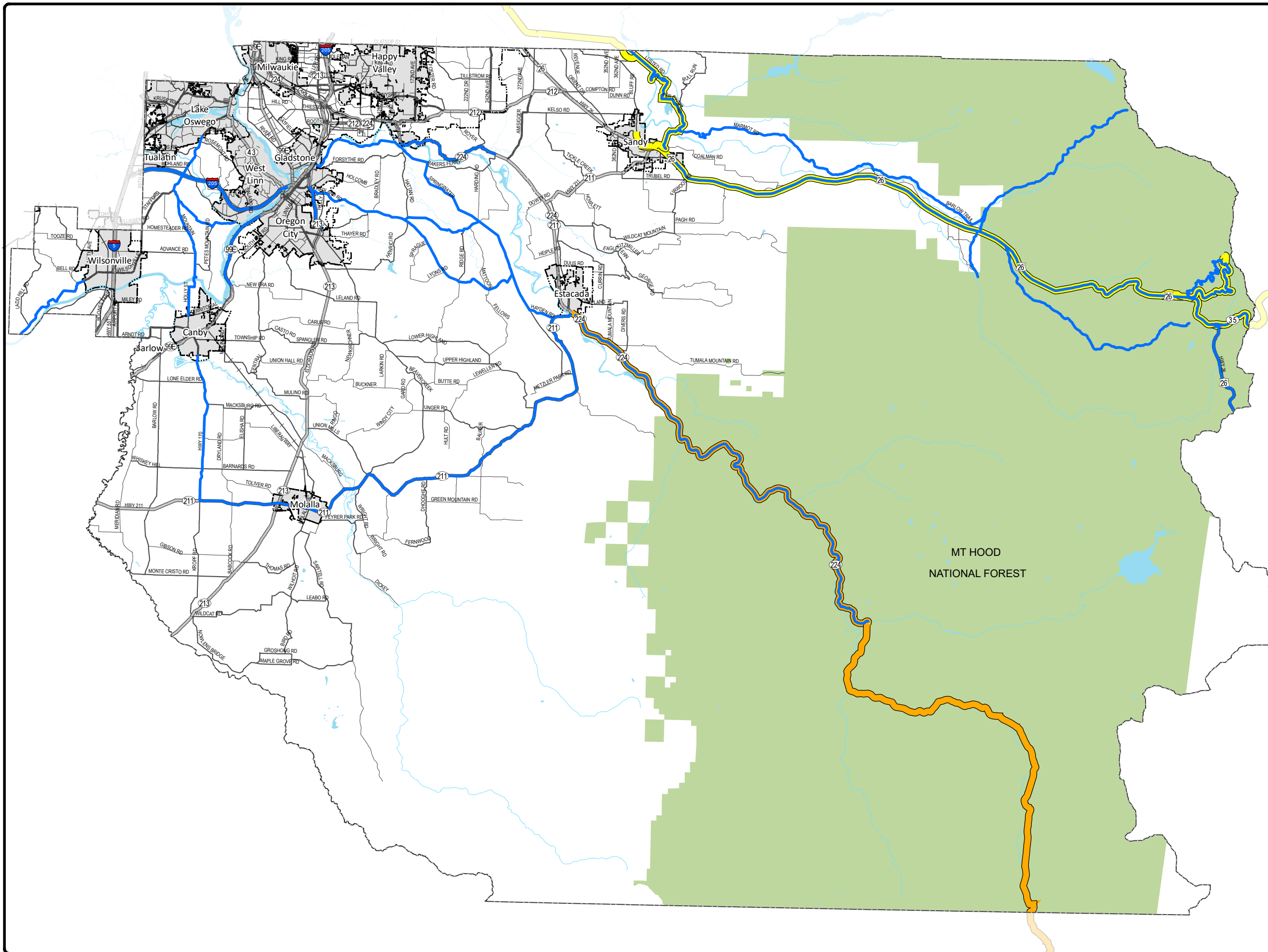
Legend		
<b>Natural Resource Plan Designations</b>	<b>Commercial Plan Designations</b>	<b>Boundaries</b>
Forest (F)	Rural Commercial (RC)	Clackamas County
Agriculture (AG)	Community Commercial (CC)	Urban Growth Boundary
<b>Residential Plan Designations</b>	<b>Open Space Plan Designations</b>	Unincorporated Community
Rural (R)	Public and Community Use Open Space (PCU)	Mt. Hood National Forest
Low Density Residential (LDR)	Buffer Open Space (BUF)	City Boundaries
Mountain Recreation (MR)		



Coordinate System: OCRS Portland NAD 1983 CORS96 LCC Feet Intl  
 Projection: Lambert Conformal Conic  
 Datum: NAD 1983 CORS96  
 False Easting: 328,083.9895  
 False Northing: 164,041.9945  
 Central Meridian: -122.7500  
 Standard Parallel 1: 45.5000  
 Scale Factor: 1.0000  
 Latitude Of Origin: 45.5000  
 Units: Foot

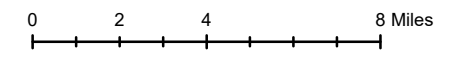
Map Scale = 1:30000  
 (0.6 inches per mile)  
 Scale of inset maps:  
 Zigzag Village, Wemme / Welches = 1:21500  
 Rhododendron = 1:11000  
 Rhododendron = 1:11000  
 Government Camp = 1:19000





### Scenic Roads

- Scenic Roads
- Mt Hood Scenic Byway
- West Cascades Scenic Byway
- Urban Growth Boundary
- Incorporated City
- Mt. Hood National Forest



Last Amended June 11, 2020

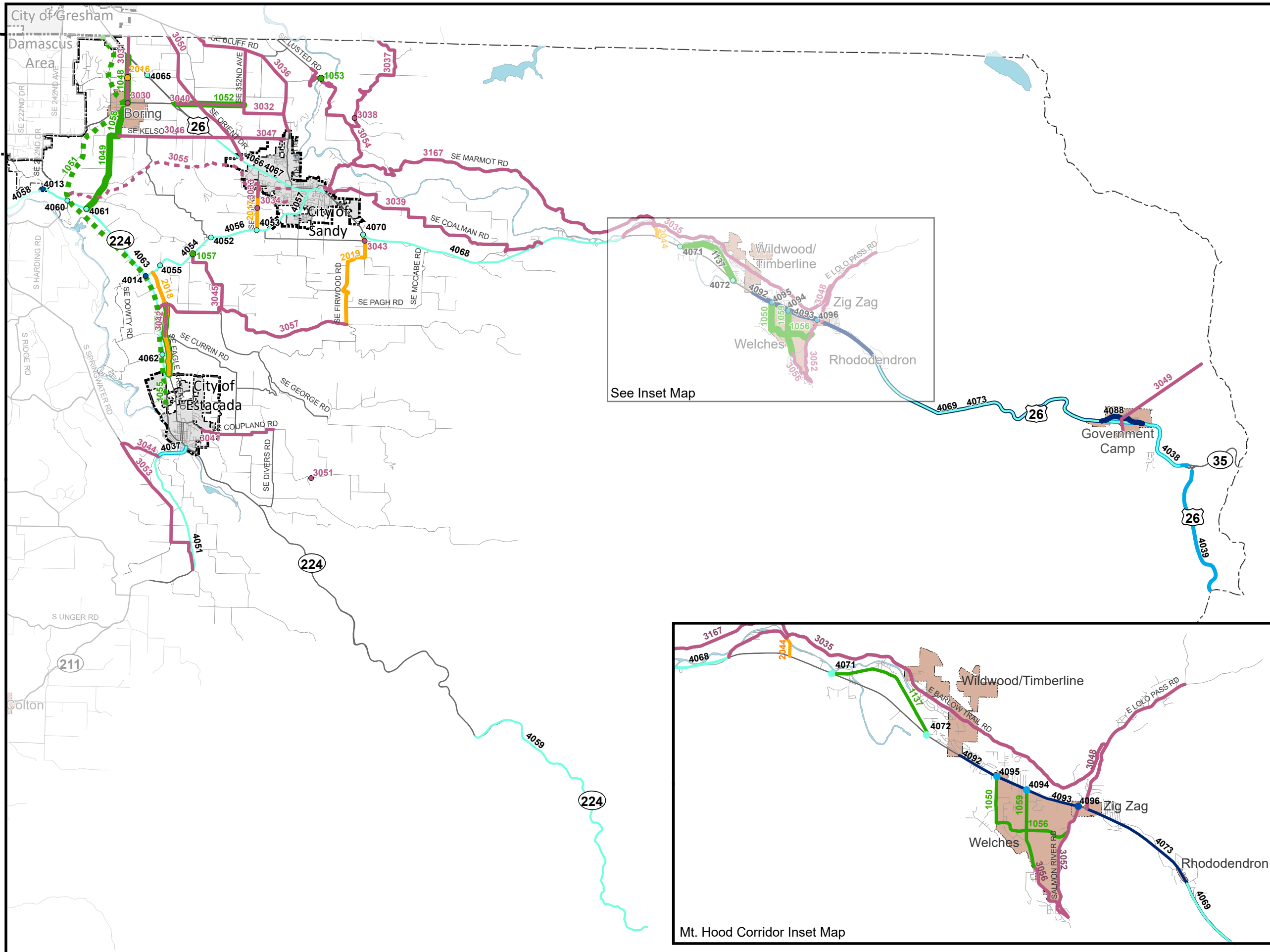


Department of Transportation & Development

The information provided was derived from digital databases from Clackamas County's GIS. Although we strive to provide the best data we can, we sometimes use data developed by jurisdictions outside Clackamas County. Therefore, Clackamas County cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users are strongly cautioned to verify all information before making any decisions. The official Comprehensive Plan map is on file in the Clackamas Planning and Zoning Division. If you have additional questions regarding this map, please contact the Planning and Zoning Division.

COMPREHENSIVE PLAN

**MAP 5-1**



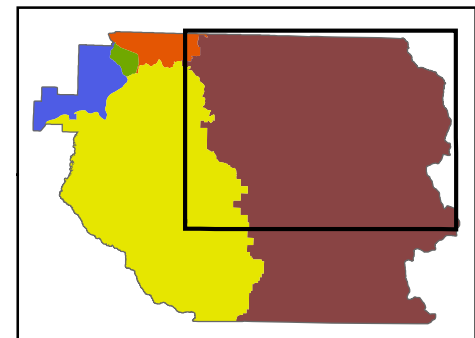
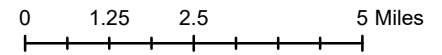
# Capital Improvement Plan

East County

- Priority**
- 20-Year Capital Projects (Table 5-3a)
  - Preferred Capital Projects (Table 5-3b)
  - Long-Term Capital Project Needs (Table 5-3c)

- Projects on Non-County Facilities**
- Priority**
- High (Table 5-3d)
  - Medium (Table 5-3d)
  - Low (Table 5-3d)

- ▲ Study\*
  - Multi-Use Path\*
  - Metro Urban Growth Boundary
  - Incorporated City
- \*Symbol color consistent with Priority symbologies shown above



Last Amended June 11, 2020

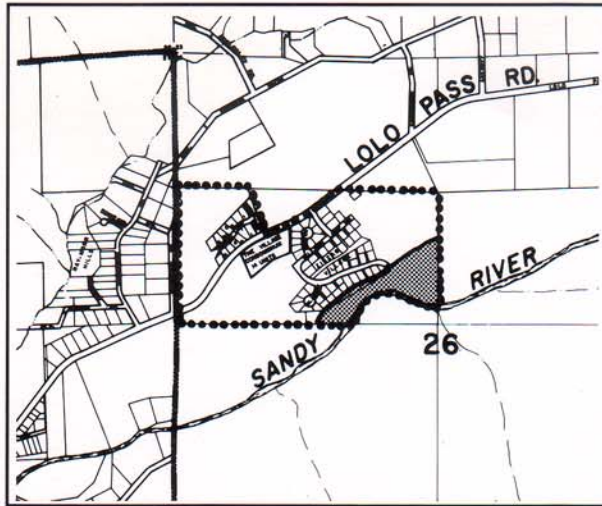


CLACKAMAS COUNTY  
COMPREHENSIVE PLAN

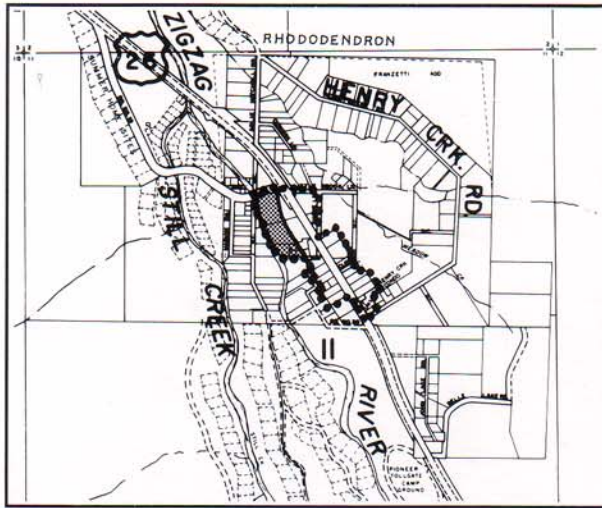
**MAP 5-11b**

Mt. Hood Corridor Inset Map





**ZIGZAG VILLAGE**



**RHODODENDRON**

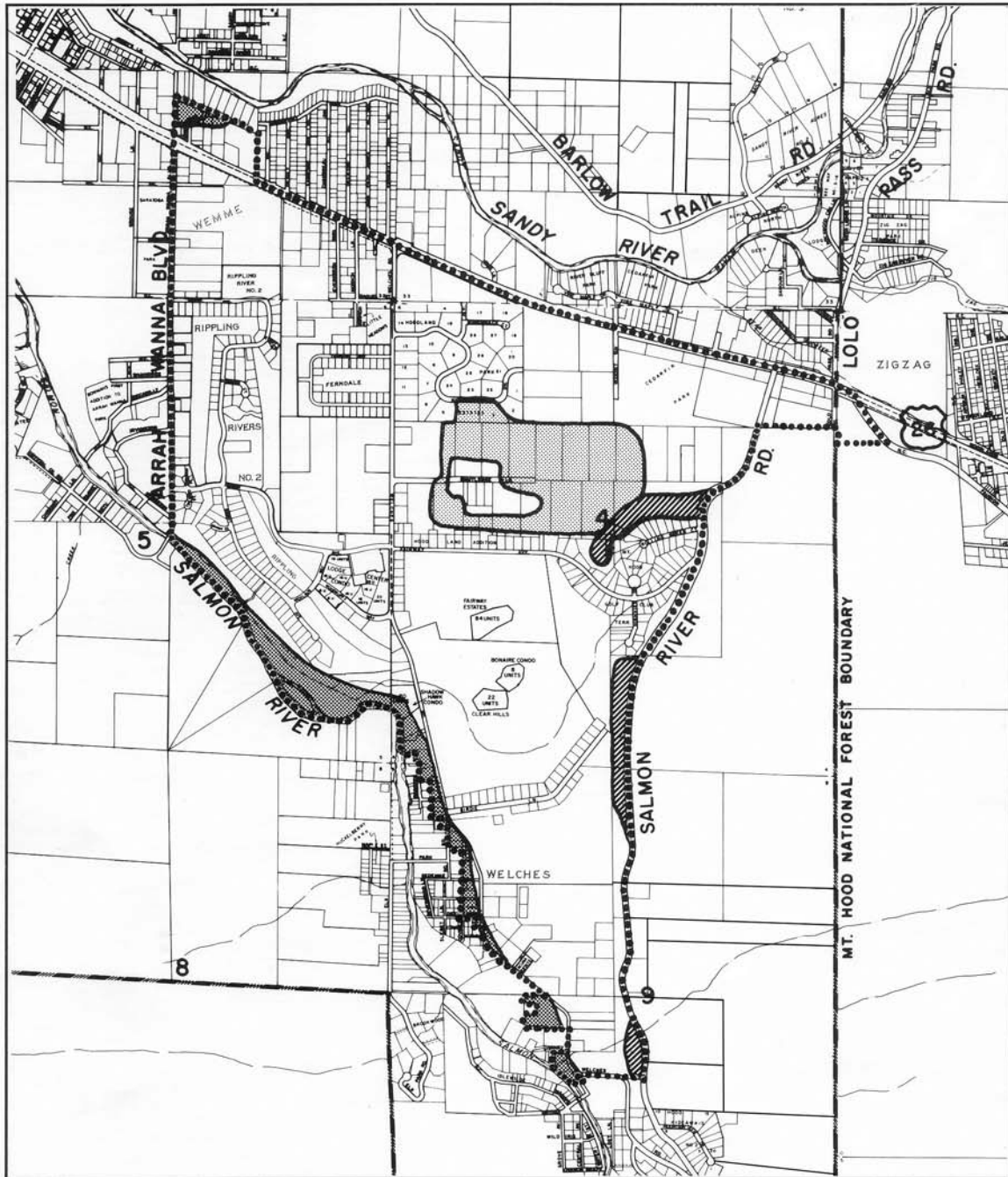
**RESOURCE PROTECTION  
OPEN SPACE**

- ..... Village Boundary
- ▨ Floodplain

CLACKAMAS COUNTY  
COMPREHENSIVE PLAN



Map 10-MH-1



WEMME-WELCHES

# RESOURCE PROTECTION OPEN SPACE

..... Village Boundary

 Slope  $\geq 25\%$

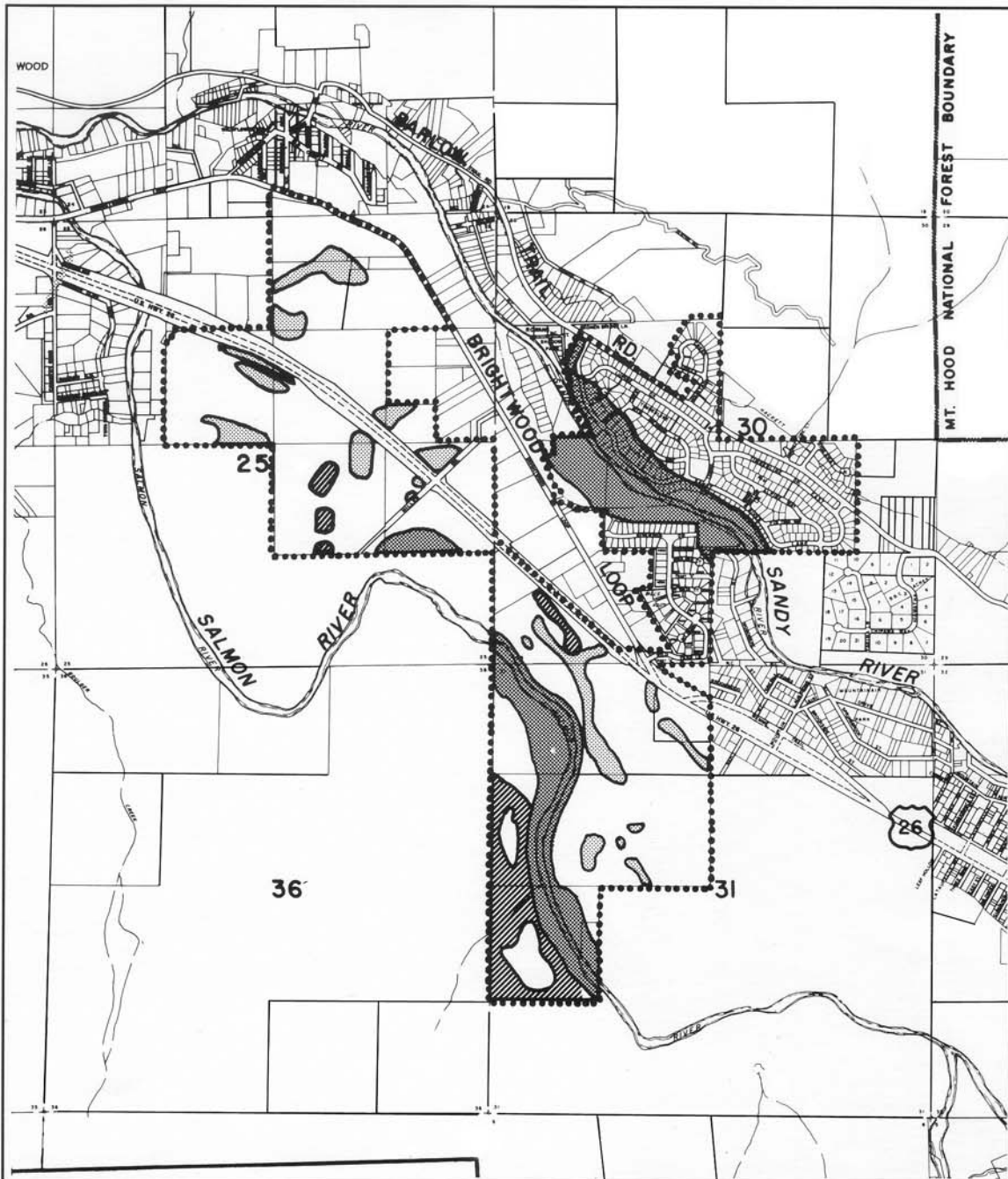
 Floodplain

 Wetlands

CLACKAMAS COUNTY  
COMPREHENSIVE PLAN



Map 10-MH-2



**WILDWOOD-TIMBERLINE**

# RESOURCE PROTECTION OPEN SPACE

..... Village Boundary

 Slope  $\geq 25\%$

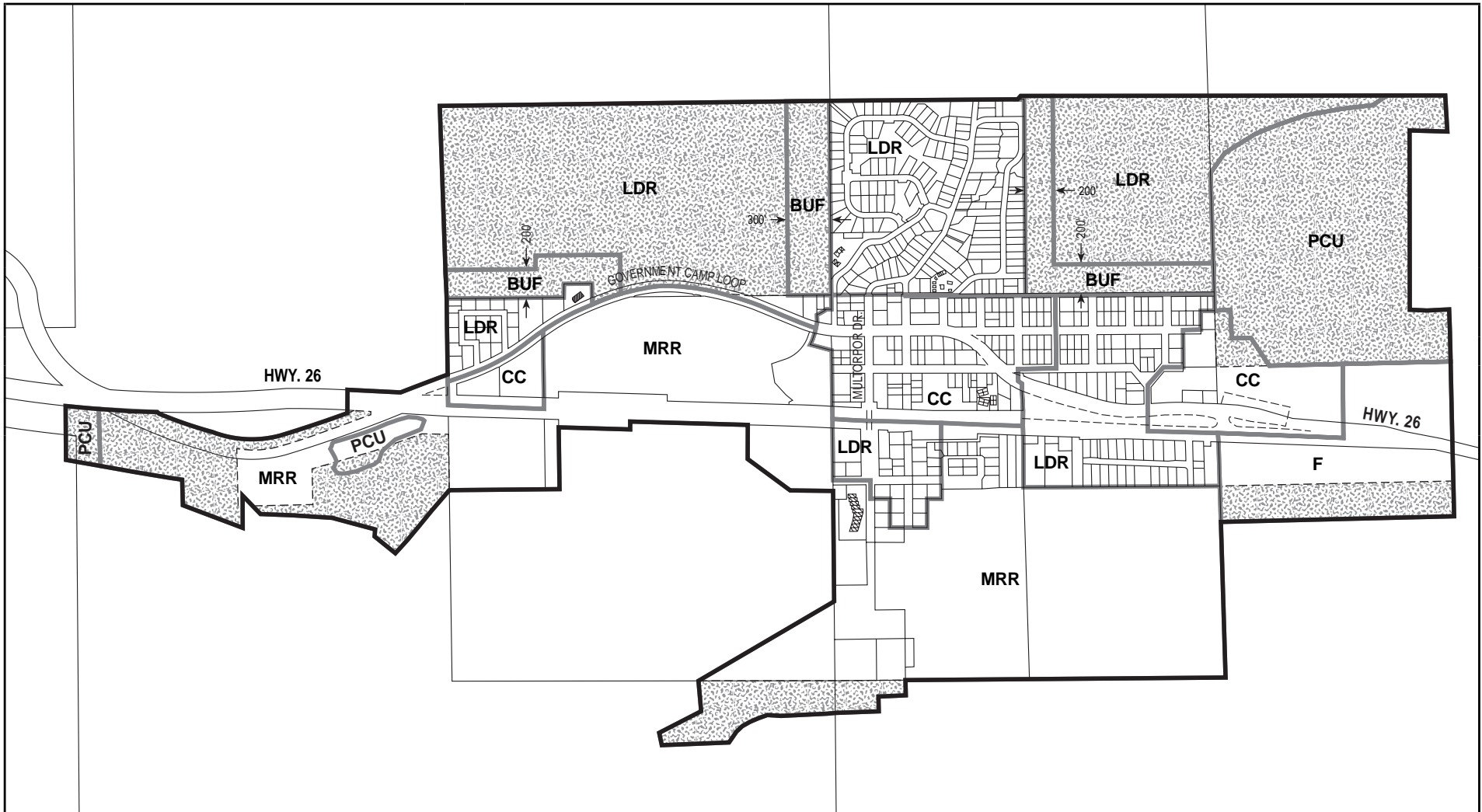
 Floodplain

 Wetlands



CLACKAMAS COUNTY  
COMPREHENSIVE PLAN



Map 10-MH-3



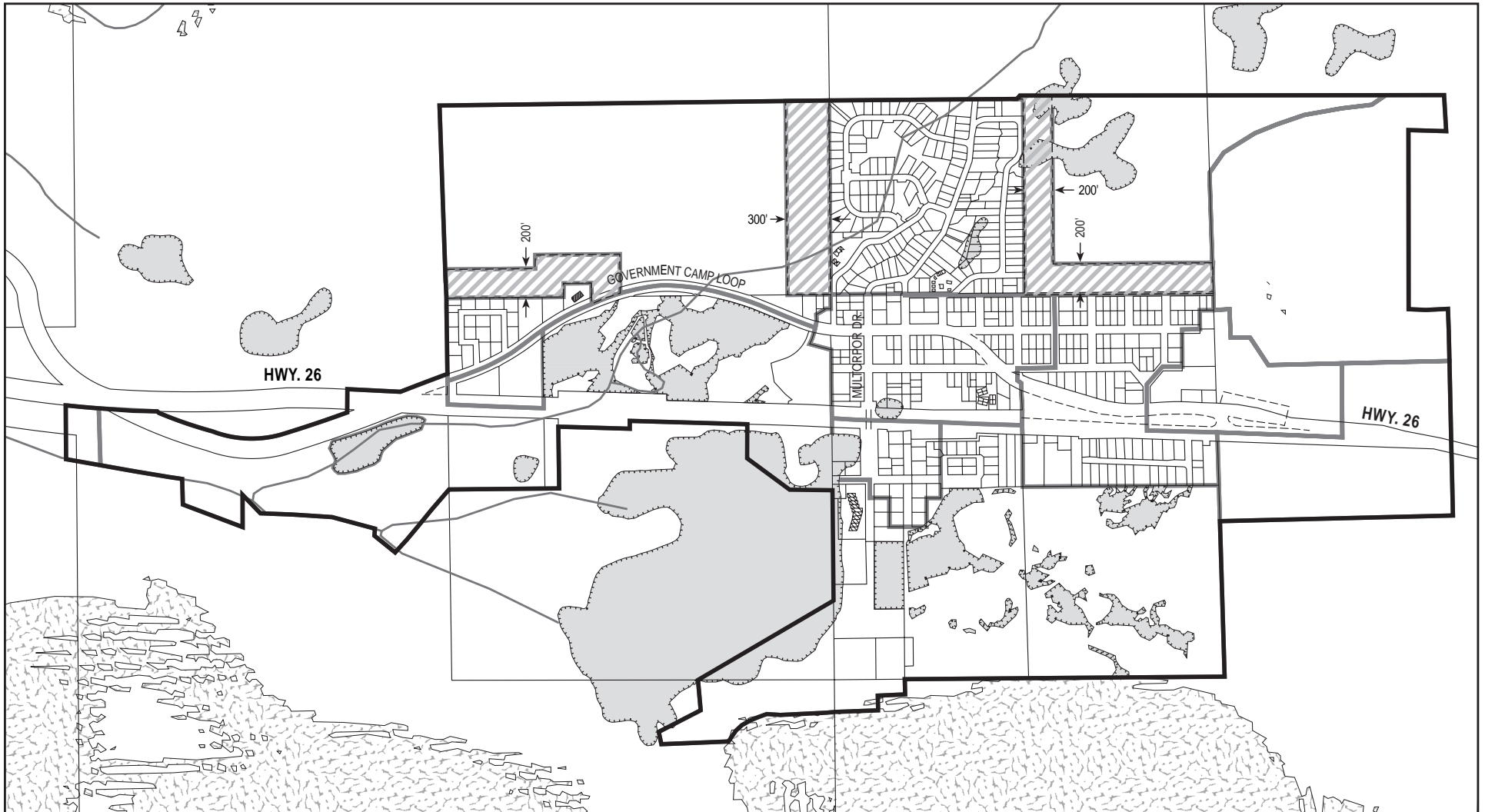
## Government Camp Village Plan Land Use Plan & Boundary

<b>LDR</b> LOW DENSITY RESIDENTIAL	<b>F</b> FOREST	 FOREST SERVICE JURISDICTION
<b>MRR</b> MOUNTAIN RECREATION RESORT	<b>PCU</b> PUBLIC & COMMUNITY USE	 URBAN UNINCORPORATED COMMUNITY BOUNDARY
<b>CC</b> COMMUNITY COMMERCIAL	<b>BUF</b> BUFFER	

CLACKAMAS COUNTY  
COMPREHENSIVE PLAN



Map 10-MH-4



# Government Camp Village Plan

## Resource Protection Open Space

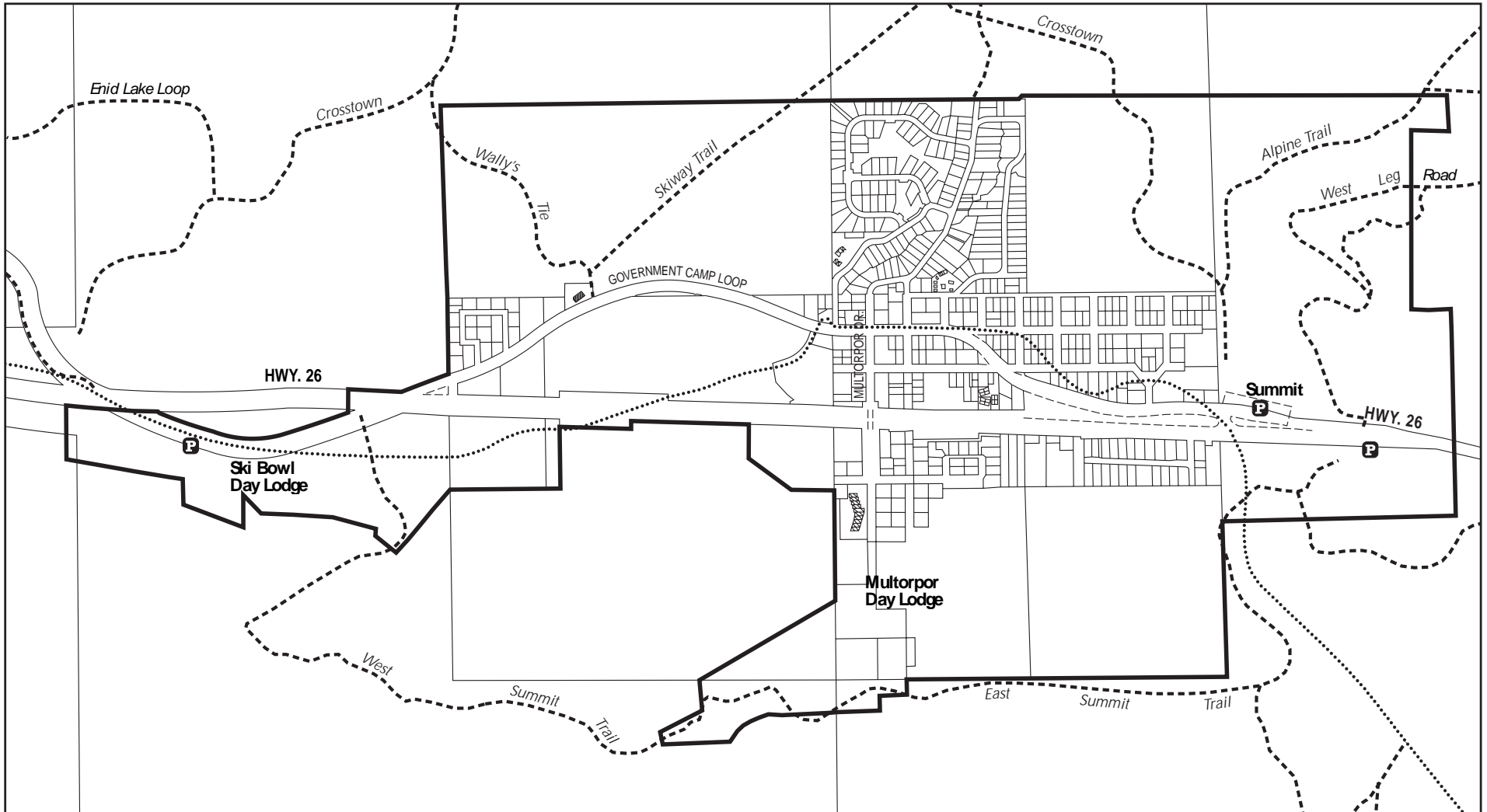
-  WETLANDS
-  SLOPE  $\geq 25\%$
-  BUFFER AREA

 URBAN UNINCORPORATED COMMUNITY BOUNDARY

CLACKAMAS COUNTY  
COMPREHENSIVE PLAN



**Map 10-MH-5**



## Government Camp Village Plan Recreation Trails and Facilities

- |                        |                  |   |
|------------------------|------------------|---|
| ----- TRAILS           | ❄️ SKI LODGE     | ———— URBAN UNINCORPORATED<br>COMMUNITY BOUNDARY |
| ..... THE BARLOW ROAD* | 🅑 SNOW PARK AREA |   |
| ●—● SKI LIFTS          |                  |   |

\* Barlow Road Alignment is Approximated from *National Forest Service Barlow Road Historic District Maps* and *Clackamas County Barlow Road Historic Corridor Background Report & Management Plan*.

CLACKAMAS COUNTY  
COMPREHENSIVE PLAN



Map 10-MH-6



**Laura Zentner, CPA**  
 Interim Director  
**BUSINESS AND COMMUNITY SERVICES**  
 Development Services Building  
 150 Beaver Creek Road, Oregon City, OR 97045

February 1, 2018

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of a Memorandum of Understanding between Hoodland Women's Club  
 and Business and Community Services (County Parks)

<b>Purpose/Outcomes</b>	Recognition of time for Hoodland Women's Club and Welches area community to form and approve a Park District which would allow BCS County Parks to transfer certain surplus real property assets to a newly formed local Park District in the Hoodland/Welches area.
<b>Dollar Amount and Fiscal Impact</b>	No impact to Clackamas County
<b>Funding Source</b>	N/A
<b>Duration</b>	MOU valid through November, 2020
<b>Previous Board Action</b>	The Board of County Commissioners supported this action at its May 9, 2017 policy session.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Honor, Utilize, Promote and Invest in our Natural Resources</li> <li>2. Build Public Trust through Good Government</li> </ol>
<b>Contact Person</b>	Rick Gruen, Manager County Parks & Forest x 4345

**BACKGROUND:**

The Hoodland Park property, now unimproved following the demolition of the Dorman Center, has housed over time a senior center, child care services and other community-oriented services overseen by the Hoodland Women's Club (HWC). This MOU acknowledges the HWC's efforts to work with the community to form and approve the formation of a Park District as a Special District of the State of Oregon. Oregon Revised Statutes (ORS 275) permits the transfer of tax foreclosed and surplus real property from one government entity to another. It is the intent and desire of Clackamas County, as approved by the Board of County Commissioners and County Parks Advisory Board, to transfer certain real properties to a local Park District upon its successful formation so that the community can self-determine and support the ongoing uses of the transferred real property assets.

County Counsel has reviewed this MOU as to form and content.

**RECOMMENDATION:**

Staff recommends Board approval of a Memorandum of Understanding between Hoodland Women's Club and Business and Community Services County Parks and further authorizes the Interim Director of Business and Community Services to sign the MOU on behalf of the County.

Respectfully submitted,

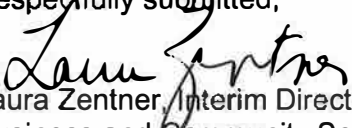
  
 Laura Zentner, Interim Director  
 Business and Community Services

Exhibit 18, p. 1

## RECORDING MEMO

x	New Agreement/Contract
	Amendment/Change/Extension
	Policy Reports
	Other

ORIGINATING COUNTY  
DEPARTMENT:

County Parks and Forest – Business and Community Services

PURCHASING FOR: N/A

OTHER PARTY TO  
CONTRACT/AGREEMENT: Hoodland Women's Club

BOARD AGENDA DATE: 02/01/2018

AGENDA ITEM NUMBER: E.1

PURPOSE: Approval of a Memorandum of Understanding between Hoodland Women's Club and Business and Community Services (County Parks).

Please return to **BCS Admin – Attn: Jennifer Kraxberger** after recording.

Clackamas County Official Records  
Sherry Hall, County Clerk  
Commissioners' Journals  
Agreements & Contracts

2018-0252

02/12/2018 4:02:55 PM



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Hoodland Women’s Club**  
**And**  
**Business & Community Services (County Parks)**

This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into by and between the Hoodland Women’s Club, hereinafter referred to as “HWC” and Business & Community Services (County Parks), hereinafter referred to as “BCS”.

**A. PURPOSE:**

Clackamas County, by and through BCS, currently owns certain real properties known as Hoodland Park, 25400 East Salmon River Road in Welches, Oregon. Specifically, the properties are known as the Dorman Center – Map 37E04AA03600 (2.71 acres) and 37E04AA03300 (1.24 acres), the Water Tower – Map 37E04 00903 (5.14 acres), and the Hunchback Strip – Map 37E04 00904 (10.62 acres).

The Dorman Center property, now unimproved and vacant following the demolition of the Dorman Center, housed over time a senior center, child care services and other community-oriented activities overseen by the Hoodland Women’s Club. This MOU is for the purpose of acknowledging the HWCs efforts to work with the community in order to form and approve the creation of a Park District as a Special District of the State of Oregon. It is the intent and desire of Clackamas County, as acknowledged by the Board of County Commissioners and County Parks Advisory Board, to transfer the above referenced real property pursuant to applicable Oregon Revised Statutes, upon the successful formation of a Park District.

**B. GENERAL PROVISIONS:**

1. BCS agrees to defer designation of the properties as surplus with the intention of selling for a period of not less than two years from the date of signing this agreement to give time for the HWC and Community to form and approve a Park District. This provision can be extended through November, 2020 upon the approval of the Board of County Commissioners.
2. Should the Community successfully pass a Park District, BCS will convey by deed to the Park District the following County Park real properties: 1) Hoodland Park Property, 2) Water Tower and 3) Hunchback Strip. These conveyances will be subject to ORS statutory procedures.
3. If the Community does not successfully form and pass a Park District by the agreed upon time, BCS will move forward with declaring the property as surplus with the intent to sell and return these properties to the County tax rolls.
4. In the interim period, BCS will retain the use of Hoodland Park “as is”, providing only limited/periodic maintenance of the site as needed.

**C. PRINCIPAL CONTACT:**

BCS Contact	Hoodland Women’s Club
Rick Gruen, Manager	Regina Lythgoe, Past President
Business & Community Services	Hoodland Women’s Club
150 Beaver Creek Road	P.O. Box 52
Oregon City, OR 97045	Welches, OR. 97067
Phone: 503-742.4345	Phone: 503-622-3117
E-Mail: rgruen@clackamas.us	E-Mail: rmythgoe@msn.com

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in duplicate through their duly authorized officials as of the last date written below.

Hoodland Women's' Club

*Anne High*

DATE: 02-08-18

Clackamas County Board Chair or designee

*Laura Zentm*

DATE: 1/31/18

## RECORDING MEMO

	New Agreement/Contract
X	Amendment/Change/Extension
	Policy Reports
	Other

**ORIGINATING COUNTY  
DEPARTMENT:**

Business & Community Services

**PURCHASING FOR:**

N/A

**OTHER PARTY TO  
CONTRACT/AGREEMENT:**

Hoodland Women's Club

**BOARD AGENDA DATE:**

7/15/2021

**AGENDA ITEM NUMBER:**

C.1

**PURPOSE:** Approval of Amendment #3 of the MOU between Business and Community Services and Hoodland Women's Club to extend time to transfer properties to a Local Park District upon its formation

Please return to **BCS Admin - Attn: Liz Lawson Weber** after recording.

Clackamas County Official Records  
Sherry Hall, County Clerk  
Commissioners' Journals  
Agreements & Contracts

**2021-0405**

**08/04/2021 11:28:27 AM**



July 15, 2021

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Amendment #3 of the MOU between Business and Community Services and Hoodland Women’s Club to extend time to transfer properties to a Local Park District upon its formation

<b>Purpose/Outcomes</b>	Amend the Memorandum of Understanding (MOU) between Clackamas County Business and Community Services (BCS) and the Hoodland Women’s Club to allow additional time for the formation of a Park District and subsequent transfer of property from Clackamas County to the newly formed Park District.
<b>Dollar Amount and Fiscal Impact</b>	Upon successful formation of a Park District by the Hoodland Women’s Club, BCS would transfer certain real properties to the Park District.
<b>Funding Source</b>	County owned property assets
<b>Duration</b>	February 1, 2018 through May 31, 2022
<b>Previous Board Action</b>	The Board of County Commissioners (BCC) approved the original MOU on February 1, 2018, Agenda Item E.1; BCC approved Amend #1 MOU on April 30, 2020, Agenda Item F.1; BCC approved Amend #2 MOU on October 15, 2020, Agenda item F.1
<b>Strategic Plan Alignment</b>	1) This MOU supports the BCS goal of providing outdoor recreation, camping, and land stewardship services to residents and visitors so they can experience clean, safe and healthy recreation and natural resource opportunities in rural Clackamas County by providing the Hoodland area community with park lands for utilization by a newly formed Park District. 2) This MOU supports County strategic priority to Honor, Utilize, Promote and Invest in our Natural Resources by providing county assets to a newly formed Park District so community members can benefit from the land and engage in outdoor recreation, contributing to the Policy Perspective of supporting a healthy and active lifestyle.
<b>County Counsel Review</b>	County Counsel Review Date: 6/29/2021 Counsel Initials: ARN
<b>Procurement Review</b>	Was the item processed through procurement? N/A
<b>Contact Person</b>	Sarah Eckman, BCS Interim Director, 503-894-3135 Tom Riggs, BCS – County Parks Manager, 503-781-3137
<b>Contract No.</b>	N/A

**BACKGROUND:**

On February 1, 2018, the Board of County Commissioners approved Business & Community Services (BCS) to enter into an MOU with the Hoodland Women’s Club through the November 2020 election. The MOU provided the recognition of time for Hoodland Women’s Club (HWC) and the desire of Clackamas County, as approved by the Board of County Commissioners and County Parks Advisory Board, to transfer certain real properties to a local Park District upon its successful formation so that the community can self-determine and support the ongoing uses of the transferred real property assets. If district formation is not successful, BCS County Parks would move forward with the sale of these surplus assets as presented to the BCC in 2018. Since that time, the HWC and community have been working diligently to navigate the complex processes for district formation.

On April 30, 2020, the BCC approved an amendment to the MOU due to the COVID-19 pandemic creating challenges to organizing and getting on the ballot as planned. Due to additional delays, a second

amendment was approved on October, 15, 2020. HWC has requested a third extension to May 31, 2022 with the new goal of getting the proposed district on the May, 2022 ballot.

Should a Park District not be formed resulting in the properties not being transferred, BCS intends this to be the last extension granted for this purpose due to the need to transition the real properties to other purposes to reduce and/or eliminate ongoing operational and maintenance costs.

**RECOMMENDATION:**

Staff respectfully recommends the BCC approve the MOU amendment #3 through May 31, 2022, and clarify that this will be the final extension of this MOU.

**ATTACHEMENT:**

Amendment #2 to Memorandum of Understanding between Clackamas County Business and Community Services and the Hoodland Women's Club

Respectfully submitted,

A handwritten signature in blue ink that reads "Sarah Eckman". The signature is written in a cursive, flowing style.

Sarah Eckman  
Interim Director  
Business & Community Services

**AMENDMENT #3 TO MEMORANDUM OF UNDERSTANDING  
BETWEEN CLACKAMAS COUNTY BUSINESS AND  
COMMUNITY SERVICES AND  
AND THE HOODLAND WOMEN'S CLUB**

THIS AMENDMENT ("Amendment") is entered into by and between Clackamas County on behalf of its Department of Business and Community Services ("BCS"), a political subdivision of the State of Oregon, and the Hoodland Women's Club ("HWC") and shall become a part of that Memorandum of Understanding entered between the parties on February 1, 2018 (the "MOU").

**RECITALS**

WHEREAS, Clackamas County currently owns certain real properties known as Hoodland Park, 25400 East Salmon River Road in Welches Oregon. Specifically, the properties are known as the Dorman Center – Map 37E04AA03600 (2.71 acres) and 37E04AA03300 (1.24 acres), the Water Tower – Map 37E04 00903 (5.14 acres), and the Hunchback Strip – Map 37E04 00904 (10.62 acres);

WHEREAS, it is the intent and desire of Clackamas County, as acknowledged by the Board of County Commissioners and County Parks Advisory Board, to transfer the above referenced real property, consistent with applicable law, upon the successful formation of a Park District;

WHEREAS, the parties desire to extend the effective date of the MOU through May 31, 2022;

WHEREAS, the parties desire to further defer designation of the properties as surplus with the intention of selling for a period through May 31, 2022 to give time for the HWC to form and approve a Park District.

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 to amend the Agreement as follows:

1. **General Provisions.** Section B.1 is hereby amended to provide a new deferral date, as set for below:

BCS will agree to defer designation of the properties as surplus with the intention of selling for a period through **May 31, 2022** to give time for the HWC to form and approve a Park District consistent with applicable law. Any further deferral is contingent upon written approval by the Clackamas County Board of Commissioners.

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

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

**Clackamas County**




Chair, Board of County Commissioners

7/15/2021

Date

**Hoodland Women's Club**

  
By: Lynne D. Pollard  
Its: President, HWC

7/28/2021  
Date

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

In the Matter of Approving the  
Formation of the Hoodland Park  
District



Order No. 2022-\_\_\_\_  
Page 1 of 1

**Whereas**, this matter coming before the Board at this time, and it appearing that Petitioners have proposed formation of the Hoodland Park District pursuant to ORS Chapter 266; and

**Whereas**, it further appearing that petitioners have satisfied the requirements in ORS 198.705 to 198.955 to circulate the petition reviewed by the Board; and

**Whereas**, it further appearing that petitioners obtained a sufficient number of signatures that were certified by the County Clerk; and

**Whereas**, it further appearing that the proposed district lies entirely outside of the jurisdiction of Metro and as a result is not subject to Metro Code 3.09; and

**Whereas**, it further appearing that this matter came before the Board for public hearing on January 6, 2022. The Board having heard testimony, reviewed information submitted into the record of the public hearing, and having reviewed the matter consistent with the criteria set forth in ORS 198.805;

**NOW, THEREFORE, IT IS HEREBY ORDERED** that the petition for formation of Hoodland Park District pursuant to ORS Chapter 266 is approved to be placed on the ballot for the May 17, 2022 election for those electors within the territory of the proposed district as described in Exhibit 1, Petition for Formation of a Special District - Hoodland Park District.

DATED this \_\_\_\_ day of January, 2022.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Tootie Smith, Chair

\_\_\_\_\_  
Recording Secretary

Draft

Approval of Previous Business Meeting  
Minutes:  
December 2, 2021



## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, December 2, 2021 – 10:00 AM**

**Virtual Meeting via Zoom and in Person**

**PRESENT:** Chair Tootie Smith  
Commissioner Martha Schrader  
Commissioner Mark Shull  
Commissioner Paul Savas

**EXCUSED:** Commissioner Sonya Fischer

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **\*\*\*COVID-19 Updates**

~Board Discussion~

***Recess as the Board of County Commissioners and convene as the Housing Authority***

## **I. HOUSING AUTHORITY CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

- A. Approval of a HACC Resolution No. 1958 delegating an authorized representative(s) to act on behalf of the Housing Authority of Clackamas County to finalize the Regional Affordable Housing Bond and the Project-Based Voucher Contract for the Good Shepherd Village development in Happy Valley. Funding sources for this development include Regional Affordable Housing Bond funds and Section 8 Project Based Vouchers. No County General Funds are Involved.
- B. Approval of HACC Resolution No. 1959 delegating an authorized representative(s) to act on behalf of the Housing Authority of Clackamas County to finalize the Regional Affordable Housing Bond Loan and the Section 8 Project-Based Voucher Contract for the Maple Apartments development in Oregon City. Funding sources for this development include Regional Affordable Housing Bond funds and Section 8 Project Based Vouchers. No County General Funds are Involved.

Commissioner Savas: I move for approval of the consent agenda

Commissioner Shull: Second

Clerk called the Poll

Commissioner Shull: Aye

Commissioner Schrader: Aye

Commissioner Savas: Aye

Chair Smith: Aye.–the motion carries 4-0

***Adjourn as the Housing Authority Board and reconvene as the Board of County Commissioners***

## **II. PREVIOUSLY APPROVED LAND USE ISSUE** <https://www.clackamas.us/meetings/bcc/business>

- A. Adoption of Previously Approved Comprehensive Plan and Zoning and Development Ordinance Amendments ZDO-277 – Phase 1: Land Use Housing Strategies Project, Comprehensive Plan and Zoning and Development Ordinance Amendments. (Nate Boderman, County Counsel)

~Board Discussion~

Commissioner Shull: I move to have the Clerk read the ordinance by title only.  
Commissioner Schrader: Second  
Clerk called the Poll  
Commissioner Shull: Aye  
Commissioner Schrader: Aye  
Commissioner Savas: Aye  
Chair Smith: Aye.–the motion carries 4-0

Chair Smith read by title only

Commissioner Shull: I move to approve the ordinance.  
Commissioner Schrader: Second  
Clerk called the Poll  
Commissioner Shull: Aye  
Commissioner Schrader: Aye  
Commissioner Savas: Ney  
Chair Smith: Aye.–the motion carries 3-1

### **III. CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

#### **A. ELECTED OFFICIALS**

- i. Approval of Previous Business Meeting Minutes.

#### **B. HEALTH, HOUSING, & HUMAN SERVICES**

- i. Approval of an International Agreement with Multnomah County for Psychiatric Consultation Service. Maximum agreement value shall not exceed \$14,700. Funding through Community Mental Health Program (CMHP) and Oregon Health Plan (OHP) funds. No County General Funds are Involved. – Behavioral Health
- ii. Approval of a Contract with Lines for Life for Crisis and Support Line Services. Maximum Contract value of \$389,967 provided through the State of Oregon, Oregon Health Plan funds. No County General Funds are Involved. – Behavioral Health
- iii. Approval of a Local Subrecipient Grant Agreement for Todos Juntos to provide Family Resource Coordinators in Clackamas County Agreement is \$149,119 funded through Oregon Early Learning Division and Clackamas County General Fund. – Children, Family & Community Connections
- iv. Approval of an Intergovernmental Agreement with the City of Gladstone Grant funds of \$90,000 through Community Development Block Grant. No County General Funds are Involved. - Community Development
- v. Approval of a Revenue Grant Agreement from the Oregon Department of Education Youth Development Division to fund PreventNet Community School Sites in Rural Clackamas County Grant Agreement has a value of \$200,000. No County General funds are Involved. - Children, Family & Community Connections
- vi. Approval to Apply to the Fiscal Year 2022 Health Center Program Budget Period Progress Report (BPR) Non-Competing Continuation (NCC) with Health Resources and Services Administration (HRSA) for Health Center Program (H80) awardees. Award amount will be up to \$2,521,317. Funding is through HRSA. No General County Funds are Involved. – Health Centers

#### **C. JUVENILE**

- i. Approval of Amendment No. 1 to the Intergovernmental Agreement No. 167781 with Oregon Health Authority for Behavioral Rehabilitation Services Reimbursements. Maximum contract value is \$44,935, funded through the Oregon Health Authority. No County General Funds are Involved.

- ii. Approval of Intergovernmental Agreement #14719 with the State of Oregon acting by and through its Oregon Youth Authority to Provide Funding for Individualized Services. Maximum contract value is \$76,163 funded through the State of Oregon. No County General Funds are Involved.

**D. DISASTER MANAGEMENT**

- i. Approval of Amendment #3 to the Personal Services Agreement with Advantage Nurse Staffing of Oregon, Inc. to Provide On-Call Temporary Medical Staffing Services to Respond to the COVID-19 Pandemic. The amendment would increase the contract by \$5,100,000 bringing the maximum value to \$7,100,000. Reimbursement for these expenses are covered by Public Health ARPA and FEMA funds.
- ii. Approval to Apply for FEMA Flood Mitigation Assistance Program Funds to Acquire and Demolish a Severe Repetitive Loss Residential Property. Project cost is estimated at \$543,391. General Funds will initially be used with 100% reimbursement submitted monthly.

**E. HUMAN RESOURCES**

- i. Approval of Amendment #6 to the Administrative Services Agreement with Providence Health Plan for the County's Self-Funded Medical Benefits. Total estimated cost for the 2021 plan year is \$25,103,497.44. Funded through department, employee, and retiree contributions.

**F. ASSESSMENT AND TAXATION**

- i. Approval of Amendment #3 with Pictometry International Corporation for Oblique and Orthogonal Aerial Imagery to support integration of Geographical Information Systems data into the Computer Mass Appraisal System. This Amendment adds \$1,327,729 for a new total contract value of \$2,070,497.50. Funded through budgeted County General Funds.

**G. COUNTY ADMINISTRATION**

- i. Approval of a Funding Agreement between Clackamas County and Clackamas County Historical Society – Museum of the Oregon Territory. Total cost is \$100,000 funded through County General Funds.

**H. COMMUNITY CORRECTIONS**

- i. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Portland State University for the development of an assessment report that summarizes key priorities for an equity plan. Total cost is \$18,000 funded by the State of Oregon Criminal Justice Commission. No County General Funds are Involved.

**I. PUBLIC AND GOVERNMENT AFFAIRS**

- i. A Board Order Terminating the Cable Television Franchise Agreements for the use of the County Rights-of-Way with Reliance Connects (Cascade Access, LLC), DirectLink (Canby Telecom), Colton Tel (Colton Telephone Company), Clear Creek Communications (Clear Creek Mutual Telephone Company) and Government Camp Cable Inc. This will result in a total loss revenue of \$43,472. No County General Funds are Involved.

Commissioner Schrader: I move to approve the consent agenda.

Commissioner Savas: Second

Clerk called the Poll

Commissioner Shull: Aye

Commissioner Schrader: Aye

Commissioner Savas: Aye  
Chair Smith: Aye.–the motion carries 4-0

***Adjourn as the Board of County Commissioners and convene as the Water Environment Services.***

**IV. WATER ENVIRONMENT SERVICES CONSENT AGENDA**

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

- A. Approval of an Agreement between Water Environment Services and Portland General Electric for the First Supplement to the Agreement for Primary Voltage Alternate Electric Services under Schedule 83. Total cost is \$77,280 funded through WES Capital Improvement Funds. No County General Funds are Involved.

~Board Discussion~

Commissioner Schrader: I move to approve the consent agenda.

Commissioner Shull: Second

Clerk called the Poll

Commissioner Shull: Aye

Commissioner Schrader: Aye

Commissioner Savas: Aye

Chair Smith: Aye.–the motion carries 4-0

***Recess as the Water Environment Services and reconvene as the Board of County Commissioners.***

**V. PUBLIC COMMUNICATION** <https://www.clackamas.us/meetings/bcc/business>

**Opened Public Comment**

General Public Comment in Person:

1. Les Poole – Gladstone
2. Thelma Haggemiller – Oak Grove
3. Jerry Herman – Gladstone
4. Mark Elliott – Oak Grove

General Public Comment Zoom:

1. Elisabeth Goebel – Milwaukie
2. Angela Nyland – Boring
3. Cris Waller – Milwaukie
4. Ron Campbell – Milwaukie

**Meeting ended at 11:07 AM and room was evacuated**

5. Christine Kennedy – Lake Oswego (did not get to speak)

## **Funding Assistance for County Projects**

Dear Commissioners:

I am Jerry Herrmann and I work in assisting a number of nonprofits and of course operate Rivers of Life Center, who works with at-risk youth and young adults. We annually reach nearly 100 youth with most of the time a workforce of 10 or 15.

**I am aware of your continued interest in seeing Concord School become a “Community Place and Community Activity Showcase”**

When I was first asked to look at concept plans for a community library at that location and I had reviewed the footprint of the existing school and its grounds, it was apparent to me that a library activity there could be great, but even greater would be the opportunity for community to come together; have a community focus area; and importantly learn about the role of this region along highway 99E in Oregon Settlement, major farming efforts, the first nurseries for plant production and of course steamboats connections at Naeff Creek, Jennings Lodge, Risley Landing and others. This was the center of Northwest Commerce because it was located close by to the only major port in the Northwest, the Port of Milwaukie. (Seattle did not exist yet, Tacoma wasn't yet established and

only San Francisco – founded by explorer Sir Francis Drake was the only other West Coast Port. In order to assist nonprofits such as McLean House and Park – West Linn, The Gladstone Historical Society, Museum of the Oregon Territory and End of the Oregon Trail, I have found:

1. Each museum or attraction is there because of unique attributes.
2. Most of them cannot expect long-term government assistance – they must encourage and develop grantsmanship.
3. Grants and financial gifts mostly come to those entities that demonstrate a strong community commitment and involvement and importantly have projects that entice community interest.

**I understand that there are some funding challenges for the “Concord Library,” if it is not already referred to as Concord Community Center – *“where settlement began and communities came together”* it should be thought of as more than a library.**

**That facility should attract far more than just tax payer support. Foundations I and others work with, such as Oregon Community Foundation, Murdock Charitable Trust, The Nike Foundation and locally the Kinsman Foundation are just some of the examples of those who I believe would contribute to a center which celebrates settlement, the first ever agriculture and premier first businesses and industry in Oregon. Are you aware that Jansen knitting Mills got its start at the end of Concord where it joins River Road and the Willamette? Are you aware that the Port of Milwaukie was the outbound shipping location for produce, milled lumber and supplies for Seattle and San Francisco in the 1800s through early 1900s. All these factors play into a submittal to organizations and foundations I have suggested and I'm willing to help. I would love to interface with your parks director and see how we could get this project back on track. I do this as a donation, you can't pay me enough because I love to do it.**

**Your friend,**

**Jerry Herrmann**

**Rivers of Life Center**

November 24, 2021

TO: Clackamas County Board of Commissioners:  
Tootie Smith, Chair; Paul Savas, Vice Chair; Martha Schrader, Commissioner;  
Sonya Fischer, Commissioner; Mark Shull, Commissioner

CC: Gary Schmidt, Clackamas County Administrator

FROM: Ron Campbell, concerned citizen

SUBJECT: Comments for the Record RE the Concord Property and Library Planning Process

Thank you for this opportunity to submit comments for the record on the current status of the Concord project and related concerns over recent information regarding project budget constraints. My comments to you are from four perspectives: as a member of the Concord Property and Library Planning Task Force; as a founding member of The Concord Partnership; as an experienced long range planner; and as a concerned resident of Oak Lodge and of both interested special service districts, NCPRD and the Oak Lodge Library District.

My involvement in trying to save and repurpose the Concord property for public use dates back to early 2015, when the North Clackamas School District was preparing to dispose of the property following its closure as an elementary school. Local citizens speaking to the School Board about the importance of the property to both the history and future of this community, influenced their interim decision to retain ownership and maintain the property while the community explored alternatives for new ownership and future public use. If not for the School Board's willingness to listen to citizens' pleas to slow down and allow time for alternatives to be explored, the property would have been lost to private development, and the County and special districts would not have this opportunity to provide a long-needed new library, community center and park in this historic landmark setting.

A lot happened in the two years that followed. Recognition of the Concord property's historic significance was elevated with involvement of Restore Oregon and the State Historic Preservation Office; The Concord Partnership was founded to advocate for preservation and public use of the property and to study ideas for future public uses suggested by community members; and two advocacy groups were founded to advocate for a new library, with the Concord property being considered for its new location. By the end of those two years, negotiations for a property trade between NCPRD and the School District that began a year earlier reached agreement, putting the property under NCPRD ownership and setting the stage for the master planning process. Within the year that followed, 15 local community groups came together preparing to advocate for strong citizen participation in the upcoming planning process.

Fast forward to now. The work of the NCPRD-formed Task Force in guiding master plan development for the property over the past three years has been commendable; I say this based on my 30 years of experience in public sector planning. This is a committee of well-informed, well-educated and experienced adults with genuine interests in community betterment whom have devoted countless unpaid hours in the interest of making their community a better place to live. Most impressive to me about the work of the Task Force was their consensus on a preferred master plan alternative. Although the Task Force membership represented some widely differing views, the evaluation of alternatives



based on well-conceived review criteria crafted by the consulting design team resulted in 100% agreement on the chosen alternative, Option 2. The reason for complete consensus seemed clear: Option 2 stood out as the very best option, that took into consideration its features and how well they address important community needs and values identified through early public outreach to guide master plan development. These identified needs and values addressed far more than just community desires for various development features; they addressed factors such as accessibility, inclusivity, sustainable development, operational efficiencies and long term cost savings, and other related concerns as well. Unanimous support of the Task Force for Option 2 was guided by their commitment to addressing important community needs and values with personal preferences put aside.

The master planning process reached a major milestone with BCC approval of the Option 2 plan in early 2021. From all indications, the BCC's approval represented success in determining in concept, how the property will be developed, setting the stage for construction of long-needed community facilities. I've been impressed by the thoughtful design represented in the approved plan, and equally impressed by the process by which it was conceived. The process was conducted professionally with the help of the OPSIS architectural design team and their public involvement facilitators from JLA Public Involvement. Very sound planning and design principles, as well as careful attention to community needs and values, resulted in an exemplary plan supported by most of the public input as well as that of the Task Force. The needs of both interested service districts and their residents will be well-served by this plan, with spaces available for a wide range of activities and resources known to be of greatest need and interest. This is a plan for a well-designed, synergistic community complex, consisting primarily of a public library, community and recreation center and park, expected to serve as the heart of this community for generations to come.

Hearing from NCPRD staff just recently that assumptions by former staff regarding available funding for the Concord project were misguided came as a shock to the Task Force, having been repeatedly assured as the master plan took shape that adequate funding would be available. The County and NCPRD bear the burden of whatever misguided assumptions may have been made concerning funding. But the turnover among County and NCPRD staff, and how the new staff are now reacting, is equally troubling. New staff now responsible for carrying the project forward have made premature assumptions of their own on how to proceed, with all of the BCS and NCPRD management staff with thorough knowledge of the project now gone. With due respect to the qualifications and good intentions of new staff, their recommendations so far on how to proceed, preliminary as they may be, cause me to question whether they have enough background knowledge of this project to be making recommendations on the best way to move forward.

With the alleged funding issue only recently brought to light, this is not the time to make hasty decisions or assumptions. It's time to pause, involve those with background knowledge, recognize the public benefits of the project as well as costs, focus first on ways to shore up needed funding with an exhaustive search and assessment of possible funding packages, and avoid for now the urge to discard important features of the plan for the sole purpose of saving money. It would be a serious mistake to make changes that compromise the content, or the very purpose, of a master plan so carefully conceived and so wholeheartedly supported for the right reasons by the Task Force and the community and approved by the BCC. And apparently, new staff are not taking into consideration the long-term implications of any premature reactive actions likely to cause further damage to relations between this community and local government for years to come. It's time to think outside of the box instead of looking for a smaller box.

In summary, my own take on what should and should not happen next follows:

- Slow down. Follow the example of the NC School District (see paragraph 2) by considering, first, the needs of the community, and allow time for thorough assessment of alternatives for moving forward. The only time-sensitive aspect of this project is the commitment to build the Gladstone Library.
- Focus first on ways to shore up the funding, not just for the library, but for the rest of the project as well. Explore all potential funding sources thoroughly before considering changes to the plan to match a reduced budget.
- Provide complete and understandable information to the Task Force that explains the recent conclusions that full funding of the project is not possible at this time, especially regarding the funding sources considered and related dollar amounts and assumptions.
- Stick to the plan. Don't change the plan in ways that were not supported by the Task Force, the public and the well-thought-out review criteria used to evaluate plan alternatives.
- Implement a phased buildout of the plan only as needed following a thorough effort to find enough funding for complete buildout as originally planned. It is imperative that any plan for phased implementation be accompanied by firm commitments and accountability for completion of plan buildout.
- Listen to those who have been continually involved and have the most knowledge of the project. Listen to the Task Force, the former involved staff if possible, and the design team. And listen to Commissioner Savas, the only Commissioner continually involved from the beginning,
- Consider the consequences of making significant changes that contradict the community's chosen plan without a thorough effort to find a funding solution that supports the plan as is. We are all aware of this community's long-standing, deep mistrust of County government. None of us want this to continue, or become even worse, over a project that is so important to all of us.

Thank you for your sincere consideration of these comments. Please embrace this unique opportunity to do something great for our sadly-underserved community. The community is counting on you.

Respectfully,

Ron Campbell

**TESTIMONY – Thursday 2021.12.02**

**Good morning Chair Smith and Commissioners,**

**My name is Thelma Haggemiller. I am proud to be a 54-year involved resident of the unincorporated Oak Grove area of North Clackamas County and recognize the five of you as the equivalent of our Mayor and City Commissioners.**

**I closely monitor the governmental actions that affect our area. For many years I have attended the in-person and virtual North Clackamas Parks and Recreation District Advisory Committee (NCPRD-DAC) meetings and the Library Advisory Board meetings for both Gladstone and Concord as well as all the Concord Community Task Force meetings.**

**When the North Clackamas School District decided to surplus the Concord School, which my daughters had attended, I testified before the School Board asking that they keep the property in public hands by selling it to another County Service District. The rest is history as the NCPRD agreed to a property purchase. Step one completed.**

**In the next step two Community groups were formed: The Concord Partnership and the Oak Lodge Library Advocates. Each of these groups operated individually but with similar purposes – the future possible development and uses of the Concord Property. The Concord Partnership (an official 501C3 group) applied for and received a grant from Restore Oregon and had some rough architectural renderings done for potential future uses of the existing Concord school building.**

**The Oak Lodge Library Advocates visited most of the other Libraries around the county making note of the good features and the not so good features. When the Concord Community Task Force was formed many people from these two groups became members or, like me, attended the meetings and worked closely with the planners to come up with a design that encompassed as many of the good features as possible.**

**We knew, from the get-go, that to accomplish what we wanted for the Concord Property in both the Park Complex and the Library was going to require ‘outside money’ – basically grants from those entities that fund great projects like this one is. Examples:**

- 1. Rotary International which funded part of the wonderful all-abilities park in Redmond Oregon**
- 2. The Carnegie Foundation**
- 3. The Meier Memorial Trust**
- 4. The Oregon Community Trust**
- 5. Etc.**

**The Citizens are now telling you to SLOW DOWN and do this right on your end. Don’t spend our taxpayer money changing the design – spend it in search of that ‘outside money’. We will write the letters of support needed for the grants.**

**Thank you for listening to us. Now just don’t disappoint us by never following through because of a change in staff, management or Commissioners.**

Draft

Approval of Previous Business Meeting

Minutes:

December 9, 2021

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

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

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

**Thursday, December 2, 2021 – 10:00 AM**

**Virtual Meeting via Zoom and in Person**

**PRESENT:** Chair Tootie Smith  
Commissioner Martha Schrader  
Commissioner Mark Shull  
Commissioner Paul Savas  
Commissioner Sonya Fischer

**EXCUSED:**

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **COVID-19 Updates**

~Board Discussion~

***Recess as the Board of County Commissioners and convene as the Housing Authority***

### **I. HOUSING AUTHORITY CONSENT AGENDA**

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

- A. Approval of Board Order No. 1960 to write-off Uncollectible Accounts for the Second Quarter of Fiscal Year 2022. Total loss is \$2,329.70. No General Funds are involved.
- B. Approval of Amendment #2 extending to the Intergovernmental Agreement between the Housing Authority of Clackamas County and Social Services for six (6) months and adding \$55,000 for case management for program participants. New total contract value is \$280,000. Funded with County General Funds budgeted within Affordable Housing and Services.
- C. Approval to execute a construction contract with A-1 Quality Construction for on demand services for removing and replacing flooring in Public Housing units. Total maximum contract value is \$250,000 funded through HUD Federal Capitol Grant Funds. No County General Funds are involved

Commissioner Leenstra: I move for approval of the consent agenda

Commissioner Shull: Second

Clerk called the Poll

Commissioner Leenstra: Aye

Commissioner Schrader: Aye

Commissioner Fischer: Aye

Commissioner Savas: Aye

Commissioner Shull: Aye

Chair Smith: Aye.–the motion carries 6-0

***Adjourn as the Housing Authority Board and reconvene as the Board of County Commissioners***

### **II. \*\*BOARD DISCUSSION ITEMS** <https://www.clackamas.us/meetings/bcc/business>

#### **A. Disaster Management**

- i. Approval of Addendum #2 to Board Order #2020-71, extending the Emergency Declaration of Wildfire Debris until August 1, 2022. No County General Funds are involved.

Commissioner Shull: "I move for Approval of Addendum #2 to Board Order #2020-71 extending the Emergency Declaration of Wildfire Debris until August 1, 2022."

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Fischer: Aye

Commissioner Shull: Aye

Commissioner Schrader: Aye

Commissioner Savas: Aye

Chair Smith: Aye.—the motion carries 5-0

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

~~Approval of a Clackamas County Supplemental Budget Resolution for Fiscal Year 2021-2022.~~

### III. **CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

#### A. **Elected Officials**

- i. Approval of Previous Business Meeting Minutes – BCC

#### B. **Health, Housing and Human Services**

- i. Approval of Amendment #02 to a Revenue Contract with Trillium Community Health Plan, Inc. for Certain Behavioral Health Services. Amendment adds \$192,000.00 for a new maximum value of \$942,000 funded through Oregon Health Plan funds. No County General Funds are involved.
- ii. Approval of a Contract with Cambridge Consultants for EMS System Planning Services. Maximum contract value is \$152,200 funded through EMS System Enhancement funds. No County General Funds are involved.
- iii. Approval of Intergovernmental Agreement with Sandy Fire District for COVID vaccine administration. Contract maximum value is \$150,000 funded through ARPA and FEMA funding. No County General Funds are involved.
- iv. Approval of Intergovernmental Agreement with Molalla Fire District for COVID vaccine administration. Contract maximum value is \$150,000 funded through ARPA and FEMA funding. No County General Funds are involved.
- v. Approval of Intergovernmental Agreement with Hoodland Fire District for COVID vaccine administration. Contract maximum value is \$150,000 funded through ARPA and FEMA funding. No County General Funds are involved.
- vi. Approval of Intergovernmental Agreement with Clackamas Fire District for COVID vaccine administration. Contract maximum value is \$150,000 funded through ARPA and FEMA funding. No County General Funds are involved.

- vii. Approval of Intergovernmental Agreement with Canby Fire District for COVID vaccine administration. Contract maximum value is \$150,000 funded through ARPA and FEMA funding. No County General Funds are involved.
- viii. Approval of Amendment #1 to the Ground Lease between the Clackamas County Development Agency and Clackamas County for the property located at 16575 SE 115<sup>th</sup> Ave. for the continued site use for the Veterans Village Program. No County General Funds are involved.
- ix. Approval of Amendment #2 extending to the Intergovernmental Agreement between the Housing Authority of Clackamas County and Social Services for six (6) months and adding \$55,000 for case management for program participants. New total contract value is \$280,000. Funded with County General Funds budgeted within Affordable Housing and Services.

**C. Transportation and Development**

- i. Approval of a Contract with Hart Crowser, Inc. for the Transportation Earthquake Preparation and Response Plan Project. Maximum contract value is \$168,185 funded through County Road Funds. No County General Funds are involved.
- ii. Approval of a Board Order vacating a portion of an unnamed, non-maintained Local Access Road created in 1913 through “Sunshine Valley Orchard Tracts” northwesterly of Boring, Oregon. There is no financial impact.

**D. Finance Department**

- i. Approval of a Resolution for Extension and 4-H Service District Supplemental Budget (Less than Ten Percent) and Transfers for Fiscal Year 2021-2022. This supplemental budget increases appropriations by \$16,500 funded through interest income, no County General Funds are involved.
- ii. Approval of a Parking Lot Space Lease Agreement between Facilities Management and Edington Properties, LLC for the lease of nine (9) Courthouse staff parking spaces located at 713 Main Street, Oregon City. Funded through current allocations some of which are County General Funds.

**E. Administration**

- i. Approval of an Intergovernmental Agreement between Clackamas County Equity and Inclusion (County Administration) and the City of Lake Oswego. The City of Lake Oswego is contributing \$30,000 in support of the contract Clackamas County approved with the Coalition of Communities of Color for the Racial Research Justice study. This is a reimbursement; No County General Funds are involved.
- ii. Approval of an Intergovernmental Agreement between Clackamas County Equity and Inclusion (County Administration) and Portland General Electric (PGE). PGE is contributing \$45,000 in support of the contract Clackamas County approved with the Coalition of Communities of Color for the Racial Research Justice study. This is a reimbursement; No County General Funds are involved.
- iii. Approval of an Intergovernmental Agreement between Clackamas County Equity and Inclusion (County Administration) and Oregon City. Oregon City is contributing \$8,000 in support of the contract Clackamas County approved with

the Coalition of Communities of Color for the Racial Research Justice study. This is a reimbursement; No County General Funds are involved.

- iv. Approval of an Intergovernmental Agreement between Clackamas County Equity and Inclusion (County Administration) and Clackamas Community College. Clackamas Community College is contributing \$15,000 in support of the contract Clackamas County approved with the Coalition of Communities of Color for the Racial Research Justice study. This is a reimbursement; No County General Funds are involved.

**F. Business and Community Services**

- i. Approval of Amendment #4 of the Memorandum of Understanding between Clackamas County Business and Community Services and Hoodland Women's Club. This Amendment extends the time to transfer properties from Clackamas County to a Local Park District upon its formation. No fiscal impact beyond ongoing operational and maintenance costs incurred by BCS while the land is under Clackamas County ownership.
- ii. Approval of Local Grant Agreement Amendment #6 with Micro Enterprise Services of Oregon (MESO) for provision of a small grants program in support of the local business community impacted by the COVID-19 pandemic. This amendment adds \$228,486 in CARES Act funding and \$22,614 State Lottery dollars. No County General Funds are involved.

**G. Disaster Management**

- i. Approval of Amendment #1 to Intergovernmental Agreement #34636 with Oregon Department of Transportation for Right-of-Way (ROW) Wildfire-Damaged Hazard Tree Removal. No County General Funds are involved.

Commissioner Shull: "I move for Approval of the consent agenda"

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Fischer: Aye

Commissioner Shull: Aye

Commissioner Schrader: Aye

Commissioner Savas: Aye

Chair Smith: Aye.–the motion carries 5-0

***Adjourn as the Board of County Commissioners and convene as the Development Agency.***

**IV. DEVELOPMENT AGENCY CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

- A. Approval of Amendment #1 to the Ground Lease between Clackamas County Development Agency and Clackamas County pertaining to property located at 16575 SE 115<sup>th</sup> Avenue for the continued site use for the Veterans Village Program. No County General Funds are involved.

Commissioner Savas: "I move for Approval of the consent agenda"

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Fischer: Aye



Commissioner Shull: Aye  
Commissioner Schrader: Aye  
Commissioner Savas: Aye  
Chair Smith: Aye.–the motion carries 5-0

***Recess as the Development Agency and reconvene as the Board of County Commissioners.***

**V. PUBLIC COMMUNICATION** <https://www.clackamas.us/meetings/bcc/business>

**Opened Public Communication**

No on in person to testify

Via Zoom:

1. Paul Hanrahan – Milwaukie

**Closed Public Communication**

**VI. COUNTY ADMINISTRATOR UPDATE** <https://www.clackamas.us/meetings/bcc/business>

**VII. COMMISSIONERS COMMUNICATION** <https://www.clackamas.us/meetings/bcc/business>

**Adjourned 6:55 PM**



# Clackamas County Sheriff's Office

**ANGELA BRANDENBURG**  
Sheriff

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval Purchase for Body Cameras from Axon Enterprise  
for use by Clackamas County Sheriff's Office

<b>Purpose/Outcome</b>	Approval to purchase Body Cameras, Tasers, associated accessories, software services, and related training for the Sheriff's Office
<b>Dollar Amount and Fiscal Impact</b>	\$2,065,717.00
<b>Funding Source</b>	Sheriff's Office Budget - Levy
<b>Duration</b>	FY2022-2026
<b>Previous Board Action/Review</b>	Previous approved first purchase of Body Cameras for \$1,586,066.65, D.3 CCSO
<b>Strategic Plan Alignment</b>	Furtheres the County's focus to keeping our residents safe, healthy and secure
<b>Counsel Review</b>	12/13/2021 Counsel Initials: AN
<b>Procurement Review</b>	Was the project processed through Procurement? Yes.
<b>Contact Person</b>	Jenna Morrison, Chief Deputy 503.785.5022

## BACKGROUND:

The Clackamas County Sheriff's Office requests approval to enter into a 5-year agreement with Axon Enterprise to additional purchase 120 body cameras, 100 Evidence.com licenses, 50 Taser 7 devices for the Jail, associated accessories, software services, and related training. This technology will allow Sheriff's Office deputies to record audio and video when interacting with the public.

This five-year contract provides body worn cameras and accessories, video storage, cellular service, and all software needed to implement and maintain a body worn camera program. A comprehensive suite of Axon's software is included in this purchase to aide in the administration of the body worn camera (BWC) program including artificial intelligence-powered redaction and transcription tools. The Axon package is all-inclusive of hardware, software, and training aides and will not require additional investment from the County.

Axon is one of the largest providers of body worn cameras in the nation, making up 75% of the market share of BWCs in major US cities. Axon BWCs offer seamless integration with their Taser line of non-lethal weapons which are carried by our deputies. Axon cameras are currently used by other local and regional law enforcement partners including Tigard, Medford, Corvallis and Seattle police departments in addition to the Benton, Spokane, and LA County Sheriff's Departments. The overall cost of this contract is \$3,651,783.65.

**Procurement Process:**

Approval of the purchase is being requested under the Local Contact Review Board Rule C-046-0400, Authority of Cooperative Procurements. A notice will be published upon signature of this staff report. Pending that advertisement, **this purchase will be made using Sourcewell contract #010720-AXN with AXON Enterprise, Inc.**

**RECOMMENDATION:** Sheriff's Office respectfully requests that the Board of County Commissioners approves this body cameras purchase.

Respectfully submitted,



Jenna Morrison  
Chief Deputy

Placed on the BCC Agenda \_\_\_\_\_ by the Procurement Division

Approval of purchase \_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

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

In the Matter of Approving  
Issuance of Purchase Order



Board Order No. \_\_\_\_\_

*Page 1 of 2*

**Whereas**, the Clackamas County Board of County Commissioners (the “Board”) has authority to sign all contracts and any amendments or renewals of the same;

**Whereas**, Local Contact Review Board Rule C-046-0400, Authority of Cooperative Procurements permits Clackamas County to purchase goods and services using permissive cooperative contracts;

**Whereas**, Clackamas County Procurement intends to use permissive cooperative contract, for this purchase;

Whereas, Clackamas County Sheriff’s Department previously purchased AXON body cameras, tasers and associated accessories, software services, and related training. Through, Board Order D.3 CCSO, authorizing purchase utilizing Sourcewell Contract #010720-AXN;

**Whereas**, the Clackamas County Sheriff’s Department desires to purchase a 5-year agreement with Axon Enterprise to purchase 120 body cameras, 100 Evidence.com licenses, 50 Taser 7 devices for the Jail, associated accessories, software services, and related training, for total of \$2,065,717.00 through FY 2026;

**Whereas**, the Clackamas County Department of Finance requests authority to purchase the aforementioned equipment by issuance of a purchase order (“PO”);

**Whereas**, a PO is issued directly through the Department of Finance’s management software with no signature required or available;

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

1. The requested purchase of the aforementioned equipment from Axon Enterprises in the amount of \$2,065,717.00 is hereby approved once the procurement process has been executed;
2. The Clackamas County Administrator is delegated limited authority to sign the AXON quote The Clackamas County Department of Finance is hereby delegated limited authority to issue a PO to purchase the aforementioned equipment and services once the procurement process is complete

**[Signatures to Follow]**

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

In the Matter of Approving  
Issuance of Purchase Order



Board Order No. \_\_\_\_\_  
*Page 2 of 2*

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2021

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



**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

January 6, 2022

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of

Grant Agreement from the Oregon Department of Justice for Child Abuse Multidisciplinary Intervention (CAMI) Program Services Total Grant Award is \$1,040,851.29 funding through the State of Oregon. These are pass Through funds. No County General Funds are involved.

<b>Purpose / Outcomes</b>	The CAMI Program’s goal is to support a multidisciplinary approach to child abuse intervention. Services include assessment, advocacy, and treatment to children who are victims or alleged victims of child abuse (ORS 419B.005 through 419B.050).		
<b>Dollar Amount and Fiscal Impact</b>	<b>Total grant award: \$1,040,851.29; Carry Over from 20-21: \$23,394.61</b>		
	<b>Total Budget = \$1,064,245.89</b>		
	Expenditure Description	MDT Approved 2021-2022 Budget:	<b>Estimated</b> 2022-2023 Budget:
	Children’s Center	\$450,500.00	\$450,500.00
	RISK Outreach	\$30,000.00	\$30,000.00
	MDT Coordinator	\$32,000.00	\$33,000.00
	Training	\$30,710.00	\$6,576.00
Supplies	\$610.25	\$349.64	
	<b>Total</b>	<b>\$543,820.25</b>	<b>\$520,425.64</b>
<b>Funding Source</b>	State of Oregon, acting by and through OR Department of Justice, pass-through funds.		
<b>Duration</b>	Effective July 1, 2021 through June 30, 2023.		
<b>Previous Board Action/Review</b>	The Board approved the 2021-2023 MDT CAMI grant application on Nov 4, 2021, Item Number A.4.		
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities for children.		
<b>Procurement Review</b>	1. Was the item processed through Procurement? No 2. Item is a State Pass-Through Grant.		
<b>Contact Person</b>	Bob Willson, Management Analyst 2 – District Attorney’s Office, 503-650-3011		

**BACKGROUND:**

Oregon law (ORS 418.746-418.796) requires that every county utilize a multidisciplinary approach to child abuse intervention. In 1989, the law specified that every county create a multidisciplinary team (MDT) that is coordinated through each county’s District Attorney’s office. The legislature recognized then, as it does still today, that identifying and responding to child abuse is complicated and thus requires complex collaboration and consistent team work in order to address child abuse situations adequately. (Grant Handbook, Page 5)

Clackamas County has received funding from the State of Oregon for Child Abuse Multi-Disciplinary Intervention (CAMI) since at least 2005. CAMI funds are intended for the ongoing support of community child abuse intervention centers (ORS 418.790 through 418.792) and for the development and maintenance of child abuse multidisciplinary teams (ORS 418.745 through 418.747).



## John D. Wentworth, Clackamas County District Attorney

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807 Main Street, Oregon City, Oregon 97045  
P: 503.655.8431 | F: 503.650.8943 | [districtattorney@clackamas.us](mailto:districtattorney@clackamas.us)

### **RECOMMENDATION:**

I respectfully recommend that the Board approve the attached 2021-2023 State Child Abuse Multidisciplinary Intervention (CAMI) Grant Program Award between Clackamas County, acting by and through its District Attorney's Office and the State of Oregon, acting by and through its Department of Justice.

Respectfully submitted,

John D. Wentworth



**DEPARTMENT OF JUSTICE**  
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

**MEMORANDUM**

DATE: July 1, 2021

TO: 2021-2023 Child Abuse Multidisciplinary Intervention Grant Recipients

FROM: Robin Reimer, CAMI Fund Coordinator  
Crime Victim and Survivor Services Division

Attached is your agency's 2021-2023 Grant Agreement. Please download the entire document and have your authorized official sign the final page of the Grant Agreement.

Once the Grant Agreement is signed, upload a copy of the signed Grant Agreement with Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants then **change the application status in CVSSD E-Grants to "Agreement Accepted."** Please complete these steps as soon as possible.

Once the signed Grant Agreement with exhibits has been received by CVSSD, a copy of the document signed by both your authorized official and CVSSD Director Shannon Sivell will be uploaded to E-Grants and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your grant agreement under the "Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this agreement, please feel free to contact Robin Reimer at 503-507-4990.





DEPARTMENT OF JUSTICE  
Crime Victim and Survivor Services Division

**2021-2023 STATE CHILD ABUSE MULTIDISCIPLINARY  
INTERVENTION (CAMI) GRANT PROGRAM AWARD**

<b>1. Applicant Agency's Name and Address:</b>  Clackamas County, acting by and through its District Attorney's Office 2051 Kaen Rd. Oregon City, OR 97045  Contact Name: Joan Radonich Telephone: (503) 936-6267 E-mail: jprc5@comcast.net	<b>2. Special Conditions:</b>  This grant project is approved subject to such conditions or limitations as set forth in the attached Grant Agreement.
	<b>3. Statutory Authority for Grant:</b>  ORS 418.746
<b>4. Award Number:</b>  CAMI-MDT-2021-ClackamasCo.DAVAP-00031	<b>5. Award Date:</b>  July 1, 2021
<b>6. Grantee Tax Identification Number:</b>  93-6002286	<b>7. Type of Recipient:</b>  DAVAP
<b>8. Project Period:</b>  July 1, 2021– June 30, 2023	<b>9. Grant:</b>  <b>Allocation Amount (Grant):</b> \$1,040,851.28 <b>Carryover in Addition Amount:</b> \$ 46,966.65 <b>Carryover in Offset Amount:</b> \$- 23,572.04  <b>Budget (Allocation + Carryover in Addition):</b> \$1,064,245.89
<b>10. Semi-Annual Progress Report Due Dates:</b>  January 31, 2022 July 20, 2022 January 31, 2023 July 20, 2023(final)	<b>11. Financial Reports Due Dates:</b>  October 31, 2021      October 31, 2022 January 31, 2022      January 31, 2023 April 30, 2022      April 30, 2023 July 20, 2022      July 20, 2023 (final)
<p>This award is contingent upon the contractor agreeing to the attached assurances and terms of award for the grant entitled "State Child Abuse Multidisciplinary Intervention (CAMI) Grant Award". This award document, the certified assurances and terms of award must be signed by an authorized official in order to validate the acceptance of this award.</p>	

**OREGON DEPARTMENT OF JUSTICE  
CHILD ABUSE MULTIDISCIPLINARY INTERVENTION ACCOUNT**

**INTERGOVERNMENTAL GRANT AGREEMENT  
CAMI-MDT-2021-CLACKAMASCO.DAVAP-00031**

**BETWEEN:** State of Oregon, acting by and through (Grantor)  
its Department of Justice,  
1162 Court St. NE  
Salem, Oregon 97301-4096  
Facsimile Number: (503) 378-5738

**AND:** Clackamas Clackamas County, acting by and through its District Attorney's Office (Grantee)  
2051 Kaen Rd.  
Oregon City, OR 97045  
Facsimile Number:

**PROJECT START DATE:** July 1, 2021

**GRANT AWARD PROVISIONS**

**SECTION 1  
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award. Pursuant to ORS 418.746<sup>1</sup>, Grantor is authorized to enter into a Grant Agreement and to make an award, from the Child Abuse Multidisciplinary Intervention (CAMI) Account, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Agreement, hereafter referred to as Agreement, is between Grantor and the forenamed Grantee.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of as of July 1, 2021.

Section 1.04. Agreement Documents. This Agreement includes the following documents, listed in descending order of precedence and incorporated into this Agreement: this Agreement (except Exhibits and documents incorporated herein), Exhibits A through C, and

(a) The most current version of the CAMI Grant Management Handbook available at

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<sup>1</sup> 2019 Oregon Laws Ch. 141 (H.B. 2464 (2019 Regular Session)), amends ORS 418.746 and the related CAMI statutes. The amendments are operative January 1, 2020.

<https://www.doj.state.or.us/crime-victims/grant-funds-programs/child-abuse-multidisciplinary-intervention-cami-fund/>

- (b) 2021-2023 CAMI MDT Grant Request for Applications Application Instructions and any Amendments.
- (c) Grantee's CAMI MDT 2021-2023 Application.

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.

Section 1.05. Source of Funds. Payment for the Project will be from the Child Abuse Multidisciplinary Intervention Account and monies allocated from the Oregon General Fund.

## TERMS AND CONDITIONS

### SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$1,040,851.28** (the "Grant") from the Child Abuse Multidisciplinary Intervention Account, and the Oregon General Fund, to financially support and assist Grantee's implementation of the Grantee's Application submitted via E-Grants and referred to as the "Project." Grantee agrees and acknowledges that Grantor may need to change the amount of the Grant based upon fluctuations in revenue, assessments to the Child Abuse Multidisciplinary Intervention Account program and other factors. Changes to the Grant amount will be implemented through amendments to this Grant Agreement.

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Grantee shall carry out this Agreement on behalf of the multidisciplinary team. The multidisciplinary team shall implement the Project, using CAMI grant funds only for Project purposes.

Section 2.03. Disbursement of Grant Moneys. Subject to Sections 2.04, 2.05, and 2.06, Grantor shall disburse the Grant moneys to Grantees on a quarterly basis.

(a) Additionally, grantee may retain (and expend in accordance with this Agreement) up to **\$23,394.61** of funds previously provided to Grantee in prior grant periods, which funds remained unexpended by Grantee on the date of this Agreement.

Section 2.04. Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant moneys to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Moneys are available in the Child Abuse Multidisciplinary Intervention Account and Oregon General Fund to finance the disbursement;
- (b) Grantor has received sufficient funding, appropriations, limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantee is in compliance with all reporting requirements of all active or prior CAMI grants through the CAMI grant program, including, but not limited to:

- (i) Grantor has received completed reports through EGrants as described in Section 5.05(b).
- (d) No default as described in Section 6.03 has occurred;
- (e) Grantee has submitted the required information to resolve all of the conditional eligibility criteria by the deadlines set forth in the CVSSD E-Grants Modification Announcement found in CVSSD E-Grants; and
- (f) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

**Upload fully executed contract with Children's Center by 2/15/22.**

Section 2.06. Grant Availability Termination. The availability of Grant moneys under this Agreement and Grantor's obligation to disburse Grant moneys pursuant to Section 2.03 shall only be for expenses that Grantee incurs before **June 30, 2023** (the "Availability Termination Date"). Grantor may not disburse any Grant money for expenses which Grantee incurs after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed performance or on **June 30, 2023**, whichever date occurs last. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

### SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures that are eligible under applicable federal and State of Oregon law, as necessary to conduct an activity or complete a project falling within a Service Area, as described in the CAMI Handbook. Grantee's use of Grant moneys is further limited by the following budget categories set forth in the revised budget (the "Budget") submitted to Grantor: Personnel, Services and Supplies, and Other Expenses (the "Budget Categories"). Grantee's use of Grant moneys in a particular Budget Category may not exceed the amount specified therefore in the Budget except as permitted by and in accordance with the procedures set forth through CVSSD E-Grants with regard to budget revisions.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant moneys to retire any debt, to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement, to replace funds previously allocated by Grantee for child abuse intervention, or any other purpose not authorized by this Agreement.

Section 3.03. Unexpended Grant Moneys. Any Grant moneys disbursed to Grantee, or any interest earned by Grantee on the Grant moneys, that are not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor or, with Grantor's prior written approval, carried over to another award from the Child Abuse Multidisciplinary Intervention Account. Grantee may retain and carry forward unexpended amounts of Grantee's 2021-2023 allocation to support and carry out obligations of this Grant Award. Grantee may, at its option, satisfy its obligation to return unexpended funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended funds

within fifteen (15) days after the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this agreement and any payment to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

#### **SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES**

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon duly organized, validly existing, and in good standing under the laws of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Grantee's articles of incorporation or bylaws, or any provision of Grantee's charter or other organizational document and (c) 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 Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. 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 Grantee of this Agreement.

#### **SECTION 5 GRANTEE'S AGREEMENTS**

Section 5.01. Project Commencement. Grantee shall cause the Project to be operational no later than 60 days from the Project Start Date of this Agreement. If the Project is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Project, reasons for delay, and the expected Project Start Date. If the Project is not operational within 90 days of the date of the Project Start Date, the Grantee must submit a second letter explaining the additional delay in implementation, and the Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Grantee shall complete the Project no later than the Availability Termination Date described in Section 2.06 provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, the Grantee shall not be required to complete the project.

Section 5.03. Service Area Activities. Grantee shall conduct at least one activity or complete at least one project falling within at least one of the Service Areas no later than the Availability Termination Date.

Section 5.04. Nondisclosure of Confidential or Private Information. In order to ensure the safety of adult,

youth, and child victims and their families, Grantee shall protect the confidentiality and privacy of persons receiving services.

- (a) The term “personally identifying information”, “individual information”, or “personal information” means individually identifying information for or about an individual victim including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.
- (b) Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.
- (c) Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee’s programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:
  - (i) Information being requested for a Federal, State, tribal, or territorial grant program; and
  - (ii) Disclosure from the Grantee’s organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; and
  - (iii) Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.
- (d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee’s programs may not be released except under the following circumstances:
  - (i) The victim signs a release as provided below;
  - (ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws; or
  - (iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn.
- (e) Victim releases must meet the following criteria:
  - (i) Releases must be informed, written, reasonably time-limited. Grantee may not use a blanket release and must specify the scope and limited circumstances of any disclosure. At a minimum,

Grantee must: discuss with the victim why the information might be shared, who would have access to the information, and what information could be shared under the release; reach agreement with the victim about what information would be shared and with whom; and record the agreement about the scope of the release. A release must specify the duration for which information may be shared. The reasonableness of this time period will depend on the specific situation.

- (ii) Grantee may not require consent to release of information as a condition of service.
- (iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person and has a court-appointed guardian. Except as provided in paragraph (e)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian; in the case of a legally incapacitated person, it must be signed by a legally-appointed guardian. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the grantee or subgrantee should attempt to notify the minor as appropriate.
- (iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.
- (f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.
- (g) Fatality reviews. Grantee may share personally identifying information or individual information that is collected as described in paragraph (a) of this section about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law.
- (h) Breach of Personally Identifying Information. Grantee is responsible for taking reasonable efforts to prevent unauthorized releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section. The Grantee (and any subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee), 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Grantee's breach procedures must include a requirement to report actual or imminent breach of personally identifying information to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- (i) Grantee shall notify the Grantor promptly after receiving a request from the media for information regarding a recipient of services funded with Grant money.

Section 5.05. Reporting Requirements. Grantee shall submit all reports through the CVSSD E-Grant system at [www.cvssdegrants.com](http://www.cvssdegrants.com).

- (a) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending: September 30, December 31, March 31, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly financial reports as described in the CVSSD E-Grant system.
- (b) Semi-Annual Progress Report. Twice in each year of the grant, Grantee shall submit program progress and service information describing the activities of the Multidisciplinary Team (MDT) for that six-month period. Reports will be due no later than 30 days after the end of the calendar quarters ending December 31, and no later than July 20 for the calendar quarter ending June 30. These reports will document grant-funded activity as listed in the Intervention Plan, described in ORS 418.746(5)(a), and will document the number of children served by the MDT, the types of services provided, and compliance with Karly's Law (ORS 418.806 to 418.816 and 419B.022).

Section 5.06. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/ employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.07. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other State or federal funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.



Section 5.08 Meeting Documentation. MDT Administrative Business. The MDT must keep minutes from each MDT administrative meeting or any administrative discussion during any meeting. Grantee shall ensure that the MDT keeps proper minutes from each MDT administrative meeting as it occurs. Administrative discussion includes but is not limited to the changes to the grant Intervention Plan, requests to redirect grant funds, and changes to roles or personnel on the MDT. Per 5.09 below, Grantor periodically may request to review meeting minutes. Grantor may require meeting minutes as part of any budget revision discussion, indicating the MDT's approval for any change to the MDT budget.

Section 5.09. Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with the Grant including, but not limited to, books of account and records on expenditure of the Grant moneys and on the services financed with the Grant moneys. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of six years after the Availability Termination Date set forth in Section 2.06 or the date that all disputes, if any, arising under this Agreement have been resolved. Grantee will permit Grantor, the Secretary of State of the State of Oregon, or their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in connection with the activities financed with Grant moneys, and to review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to records at any reasonable time for as long as the records are maintained. In particular, but without limiting the generality of the foregoing, Grantee shall permit Grantor's Child Abuse Multidisciplinary Intervention Account coordinator to attend case staffings, confidential proceedings and other meetings related to services financed with Grant moneys as Grantor deems reasonably necessary to monitor Grantee's use of the Grant moneys.

Section 5.10. Compliance with Laws. Grantee shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant moneys. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section V of the rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659A.142, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Section 5.11. Grant Management Handbook. Grantee shall comply, and cause its subgrantees to comply, with the terms of the Grant Management Handbook available at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/child-abuse-multidisciplinary-intervention-cami-fund/> and incorporated herein.

Section 5.12. Movement of Funds. Grantee shall obtain prior approval from Grantor for:

- (a) For grant awards totaling \$500,000 or less: Movement of funds that total more than \$3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
- (b) For grant awards totaling more than \$500,000: Movement of funds that total more than \$5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR
- (c) Adding a budget category or line item that did not exist in the original budget; OR
- (d) Deleting an existing category.

**SECTION 6**  
**TERMINATION AND DEFAULT**

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02.

Termination by Either Party or by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) Grantor fails to receive sufficient federal or state funds to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.02.

Section 6.03. Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to the Grantor, Grantee shall immediately cease all activities under this Agreement unless, in a notice issued by Grantor, Grantor expressly directs otherwise.

Section 6.04. Default. Either party shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any Exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Project, the expenditure of Grant money or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against

Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.05. Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant money, payment of interest earned on the Grant money, and declaration of ineligibility for the receipt of future ODSVS awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant money or payment of interest earned on the Grant money, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

## **SECTION 7 MISCELLANEOUS**

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; 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 Grantor (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court of the State of Oregon of proper jurisdiction. **THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSSD E-Grants and no term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given.

Section 7.05. Subcontracts, Successors and Assignments.

- a. Grantee shall not enter into any subcontracts for any of the Project activities required by this Agreement without Grantor's prior written consent. Grantee shall ensure that all subcontractors comply with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of Oregon Criminal Fines Account or General Funds. Grantee shall comply with procurement standards as defined in Section 5.07 when selecting any subcontractor. Grantee shall require any subcontractor to comply in writing with the terms of an Independent Contractor Agreement as described in the [Minimally Recommended Elements for an Independent Contractor Agreement](https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf) found at [https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally\\_recommended\\_elements\\_of\\_Independent\\_Contractor\\_Agreement.pdf](https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf) Grantor's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.
- b. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement 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.

Section 7.07. Insurance. Grantee shall obtain at Grantee's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Grantee shall obtain the following insurance from self-insurance, 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 Grantor. If requested by Grantor, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Grantor's representatives responsible for verification of the insurance coverages required under this Agreement.

- (a) Workers' Compensation. All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).
- (b) Comprehensive or Commercial General Liability Insurance.  
Grantee shall obtain and maintain in effect comprehensive or commercial general liability insurance covering personal injury and property damage arising from the conduct and implementation of the Project (including contractual liability coverage for the indemnity provided in this Agreement) on an occurrence basis.
- (c) Automobile Liability Insurance.  
If in the conduct and implementation of the Project, Grantee provides transportation for and/or transports individuals in automobiles, Grantee shall obtain and maintain in effect automobile liability insurance, including coverage for owned, hired or non-owned vehicles, as applicable.
- (d) Professional Liability Insurance.  
If in the conduct and implementation of the Project, Grantee provides professional advice or services, Grantee shall obtain and maintain professional liability insurance covering any damages

caused by an error, omission or any negligent acts related to the performance of any professional services to be provided under this Agreement.

- (e) Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Grantee or its insurer(s) to State of Oregon, Department of Justice, Crime Victim and Survivor Services Division.
- (f) "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, subcontractor 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) Grantee's completion and Grantor's acceptance of the Project, or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Grantee 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 Grantee shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Grantee shall provide to Grantor, upon Grantor's request, certification of the coverage required under this section.
- (g) Subcontractor Insurance Requirements. Grantee shall require each of its first tier contractors that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit C, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Grantee and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to Grantor. Grantee shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. 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 a party (the "Notified Party") with respect to which the other party ("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. Either 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 the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability

with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Grantor is jointly liable with the Grantee (or would be if joined in the Third Party Claim ), the 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 the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee 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 the State on the one hand and of the Grantee 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. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee 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 the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the 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 the Grantee on the one hand and of the 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. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause each of its contractors that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Section 7.09. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

Section 7.10. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.11. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Moneys; Section 5.09, Records and Inspection; and Section 7, MISCELLANEOUS, and any other provisions that by their terms are intended to survive termination of this Agreement.

Section 7.12. Counterparts. This Agreement may be executed in several counterparts, 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.

Section 7.13. 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.

Section 7.14. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.15. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.16. No Third Party Beneficiaries. Grantor and Grantee 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



**STATE OF OREGON**

Acting by and through its Department of Justice

By: \_\_\_\_\_

Name: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: \_\_\_\_\_

**AUTHORIZED AGENT FOR GRANTEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

By: Shannon Sivell

Title: Director, Crime Victim and Survivor Services

Date: Approved by email 10/18/2021



## EXHIBIT A

### SUBCONTRACTOR INSURANCE REQUIREMENTS

**A. REQUIRED INSURANCE.** Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from 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 Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

ii. **EMPLOYERS' LIABILITY.**

**Required by Agency**  **Not required by Agency.**

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

**Required by Agency**  **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontract shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

**Required by Agency**  **Not required by Agency.**

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

**Required by Agency**  **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or 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").

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

**C. "TAIL" COVERAGE.** If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either 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 Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor 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 Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit C.

**D. CERTIFICATE(S) OF INSURANCE.** Subcontractor shall make available to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**



Dave DeVore  
Interim TS Director

## Technology Services

121 Library Court Oregon City, OR 97045

January 6, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with City of Sandy for a  
Business Internet Service on the CBX Fiber Network

<b>Purpose/Outcomes</b>	Clackamas Broadband eXchange (CBX) is looking for approval to enter into an Intergovernmental Agreement (IGA) with the City of Sandy for Internet Services (ISP) to businesses along the CBX fiber network.
<b>Dollar Amount and Fiscal Impact</b>	CBX will provide the funding for the expansion of the existing CBX network, up to \$3,000.00 per customer, to interested businesses along the CBX fiber network. CBX has these funds available in its current fiscal budget. No general funds will be utilized.
<b>Funding Source</b>	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by the monthly internet service fee.
<b>Duration</b>	Effective upon signature by the board the initial contract is for 5 years with automatic one year renewals. The contract is not to exceed 10 years in length.
<b>Previous Board Action</b>	The Board previously approved an agreement with the City of Sherwood for a business Internet service on December 12, 2019. The Board also reviewed this IGA at the County Administrator Issues/Updates on January 4, 2022.
<b>Strategic Plan Alignment</b>	Direct support for County and Technology Service initiatives for: <ul style="list-style-type: none"> <li>- Build a strong infrastructure</li> <li>- Build public trust through good government</li> </ul>
<b>Counsel Review</b>	AN, December 14, 2021
<b>Procurement Review</b>	This project was not processed through Procurement.
<b>Contact Person</b>	Duke Dexter, IS Project Coordinator, 503-722-6663
<b>Contract No.</b>	N/A

**Background:**

CBX is proposing an IGA to partner with the City of Sandy to provide ISP services to businesses along the CBX fiber network. This is a partnership that will directly benefit the businesses in Clackamas County by providing fast, reliable and affordable internet services. CBX will be responsible for the physical infrastructure and the City of Sandy will provide the internet service.

**Recommendation:**

Staff respectfully recommends approval to enter into this Intergovernmental Agreement with the City of Sandy. Staff further recommends the Board delegate authority to the Interim TS Director to sign agreements necessary in the performance of this agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dave Devore', with a long horizontal flourish extending to the right.

Dave Devore,  
Interim TS Director

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND THE CITY OF SANDY**

THIS AGREEMENT (“Agreement”) is entered into and by and between Clackamas County (“County”), a political subdivision of the State of Oregon, and the City of Sandy (“City”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the “Parties” and each a “Party.”

**RECITALS**

WHEREAS, authority is conferred under ORS Chapter 190 to local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform; and

WHEREAS, the parties desire to partner for a fiber based business internet service whereby the City will serve as the Internet Service Provider (“ISP”) and the County will construct the necessary infrastructure and provide the dark fiber connections to the City’s customers (the “Project”).

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 by both Parties, and shall continue for a term of five (5) year from the date of execution. This Agreement shall automatically renew for an additional one (1) year term each year thereafter unless otherwise terminated by the parties, but in no event shall the term of this Agreement exceed a maximum of 10 years from date executed.
2. **Rights and Obligations of the County.**
  - A. Upon written request from the City, County may construct the necessary infrastructure and install a dark fiber connection to customers who have agreed to have the City serve as an ISP. Infrastructure construction shall be performed by County in its sole discretion. The County is and will remain the owner of any infrastructure and dark fiber installed as part of said construction. Prior to County performing such construction, the County will consult with the City to ensure that the specifications of the infrastructure and fiber are compatible with City’s system. Prior to the County performing the construction, the City shall ensure the following construction and installation requirements are satisfied for each property to be served:
    - i. The City has secured all easements, leases, licenses, authorizations, or other agreements from property owner as determined necessary by County to allow County to use existing pathways to, into and within each site to the demarcation point for service, and to otherwise perform the infrastructure construction.
    - ii. A path acceptable to the County is provided for the fiber optic cable from the point of entry into the service site to the termination panel or CSP (Customer Splice Point) and into the home demarcation that complies with all applicable building, electrical, fire and related codes.

- iii. The County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, have the right to reasonable ingress and egress into and out of the properties and buildings in connection with the provision of service.
- B. Following construction of such infrastructure, and throughout the term of this Agreement, County shall maintain and repair, as necessary, all County-owned infrastructure necessary to provide service to each customer receiving service pursuant to this Agreement. County shall have the sole discretion to determine how to maintain said infrastructure and make the required repairs, provided that (1) the repair is sufficient to restore service at a level equal to or better than the level that existed prior to the damage necessitating the repair, and (2) the repair is completed promptly, and in any event no later than forty-eight (48) hours after County is notified of the need for repair.
- C. Subject to the availability of funds, as determined by the County in its sole administrative discretion, the County will provide up to but not to exceed \$3,000.00 for the expansion of the fiber network to serve each customer. If the construction cost will exceed \$3,000.00, the City will collect the additional funds from the customer and distribute the funds to County either in lump sum or an agreed amount over the term of the customer's service order.
- D. County will secure all franchises, licenses, or other authorizations necessary for operating in the appropriate utility right of way ("ROW"). County will be responsible for paying all ROW specific fees and taxes. City will collect those fees and taxes on the County's behalf and transmit to County.

### **3. Rights and Obligations of City.**

- A. If County performs the infrastructure construction necessary to serve a customer, the City will provide ISP services to the customer pursuant to those terms and conditions as may be mutually agreed to between the City and the customer. County will have no involvement or interest in, and will not be a party to, any such agreement entered into by and between City and the customer.
- B. In serving as an ISP, City shall provide all commercially reasonable ISP services including, but not limited to, IP addresses, billings, and general customer service. Customer service will, at a minimum be available Monday through Friday from 9 am to 5 pm, excluding federal holidays.
- C. As of the date of this Agreement, City will provide ISP services to customers at a minimum cost of \$225.00 per month per customer for a symmetrical 1 Gig service. Of the fees actually collected from each customer each month, \$105.00 will be distributed by the City to the County. Minimum cost does not include any fees or taxes that may be imposed on City or County, which may be added to the customer's cost. The City reserves the right to upsell, or provide over-the-top services to customers including but not limited to: phone service, television and network services, so long as it does not require any additional dark fiber connections. Any services requiring dark fiber must be mutually agreed upon between both parties.
- D. Rate increases shall occur no more than once per year and shall be mutually agreed upon by both parties and memorialized in an amendment to this agreement, unless the increase is (1) related to a government-imposed fee or tax., or (2) an amount not related to a government-imposed fee or tax which is not greater than three percent (3%) per year.

**4. Location.**

- A. The rights and obligations of the Parties pursuant to this Agreement apply only in the geographic area served by the Clackamas County fiber network.

**5. Representations and Warranties.**

- A. *City representations and warranties:* 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.
- B. *County Representations and Warranties:* 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.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**6. Termination.**

- A. The County and City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either Party may terminate this Agreement for convenience upon sixty (60) day's written notice to the non-terminating Party.
- C. Either the County or 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 after such notice, or other time as may be agreed between the parties in writing, 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.
- D. The County or 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.
- E. Either Party may terminate this Agreement in the event the Party fails to receive expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or a Party is prohibited from paying for such work from the planned funding source.

- F. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- G. Upon expiration or termination of this Agreement, regardless of cause, County's obligations under this Agreement shall nevertheless remain in full force and effect with regard to any customers then being served under this Agreement, for a period of time equal to the term of any service order then in effect for such customer, or three (3) years, whichever is less. Upon receipt of a notice to terminate, for any reason, City shall not enroll any additional customers for the services described in this Agreement.

**7. 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 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 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, 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 arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which City has a right to control.

**8. Insurance.** The Parties agree to maintain insurance levels sufficient to cover the obligations agreed to in this Agreement.

**9. Party Contacts**

- A. Duke Dexter or his designee will act as liaison for the County.

Contact Information:

Duke Dexter  
121 Library Court  
Oregon City, Oregon 97045  
[ddexter@clackamas.us](mailto:ddexter@clackamas.us)  
Fax: 503-655-8255

Greg Brewster or his designee will act as liaison for City.

Contact Information:

Greg Brewster  
39250 SE Pioneer Blvd  
Sandy, Oregon 97055  
[gbrewster@ci.sandy.or.us](mailto:gbrewster@ci.sandy.or.us)  
(503) 489-0937



- B. Either Party may change the Party contact information, or the invoice or payment addresses, by giving prior written notice thereof to the other Party at its then current notice address.

## 10. General Provisions

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon 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 either Party 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 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.** The Parties 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. The Parties 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 each Party shall permit the other Parties’ 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 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 regarding its subject matter. 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.** 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.
- K. **Assignment.** Neither Party shall assign or transfer any of its interest in this Agreement, by operation of law or otherwise, without obtaining prior written approval from the other Party, which shall be granted or denied in that Party's sole and absolute discretion. One Party's consent to any assignment shall not relieve the other Party of any of its duties or obligations under this Agreement.
- L. **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.
- M. **Survival.** The provisions of Sections 5, 7, and 10 shall survive the termination of this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of City's or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war.
- Q. **Confidentiality.** The Parties and their employees or agents may, in the course of this Agreement, be exposed to or acquire material identified as confidential information. Such information shall be deemed confidential information of the Party identifying it as such ("Confidential Information"). The Parties agree to hold Confidential Information in strict confidence, using at least the same degree of care that each Party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- R. **Notice.** Any notice required to be provided under this Agreement shall be provided to the Party Contact at the address specified in Section 9 of this Agreement. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of delivery refusal.
- S. **Dispute Resolution.** Should any dispute arise between the parties, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) calendar days, or if the parties fail to agree on a mediator within ten (10) calendar days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.
- T. **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.

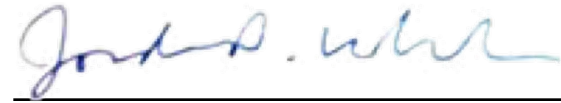
**Clackamas County**

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recording Secretary

**City of Sandy**

  
\_\_\_\_\_

By: Jordan Wheeler, City Manager

Date 12/13/2021



**Department of Finance**

Elizabeth Comfort  
Finance Director

**Procurement & Contracting Services**

Public Services Building  
2051 Kaen Road, Oregon City, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1 to Contract #2905 with Rapid Response Bio Cleaning, LLC. for the  
Campsite Clean Up and Impact Reduction Services

<b>Purpose/Outcomes</b>	Execution of Contract #2905 Amendment #1 allows Clackamas County and Rapid Response Bio Cleaning, LLC to continue with the clean-up services of campsites on County property.
<b>Dollar Amount and Fiscal Impact</b>	The original contract amount was \$126,000.00. Amendment #1 adds \$189,000.00 for a total not to exceed \$315,000.00
<b>Funding Source</b>	Multiple funding sources, including General Fund.
<b>Duration</b>	Amendment #1 extends contract to follow the City of Portland Master agreement # 31001677 until December 14, 2024.
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Build public trust through good government. Ensure safe, healthy and secure communities.
<b>Procurement Review</b>	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
<b>Counsel Review</b>	Reviewed Date: 12/16/2021; ARN
<b>Contact Person</b>	Tralee Whitley, Procurement Analyst, 503-742-5453

**Background:**

Clackamas County utilizes a Strategic Contract giving multiple departments and agencies the ability to clean up campsites and waste at multiple County properties. The Procurement division met with several departments including, NCPRD, WES, DTD, County Parks, and Facilities to determine the need and scope of the work to be done. Upon final scope identification, a cooperative contract with the City of Portland was found to offer the same needed services. Work under this contract are used on an on-call or as needed basis. This contract amendment is to align service dates with that of the updated City of Portland cooperative contract.

**Procurement Process:**

Approval of this contract is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements and LCRB C-047-0800(b) for an unanticipated Amendment. This Amendment #1 will continue to utilize cooperative contract #31001677 with the City Of Portland Price Agreement for the use of property clean up services. The Procurement Department entered into an agreement with Rapid Response Bio Cleaning with the use of the City of Portland Cooperative agreement #31001677 and signed by the Procurement Director on October 21, 2020.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute Amendment #1 for the contract with Rapid Response Bio Cleaning, LLC for the clean-up of campsites on County property for multiple agencies.



**Department of Finance**

Elizabeth Comfort  
Finance Director

**Procurement & Contracting Services**

Public Services Building  
2051 Kaen Road, Oregon City, OR 97045

Sincerely,

*Elizabeth Comfort*

Elizabeth Comfort  
Finance Director

Placed on the BCC Agenda \_\_\_\_\_

**AMENDMENT #1**  
**TO THE CONTRACT DOCUMENTS WITH RAPID RESPONSE BIO CLEANING, LLC FOR**  
**CAMPSITE CLEANUP AND IMPACT REDUCTION SERVICES MASTER AGREEMENT –**  
**CITY OF PORTLAND PRICE AGREEMENT #31001677**  
**County Contract # 2905**

This Amendment #1 is entered into between **Rapid Response Bio Cleaning, LLC** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **October 21, 2020** (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

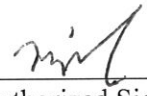
1. I TERM is hereby amended as follows:  
 The Contract provides that the parties may extend the term of the Contract if the term of the underlying Price Agreement, against which the Contract was purchased, was also extended. On or about May 21, 2021, the Price Agreement extended from December 14, 2021 to **December 14, 2024**.
  
2. III. COMPENSATION, Section 1. Payment.  
 Consideration is hereby amended as follows: In consideration for Contractor performing Work during the extended term of this Contract, County will pay Contractor an amount not to exceed **\$189,000**. The total Contract compensation will not exceed \$315,000.00.

ORIGINAL CONTRACT	\$ 126,000.00
<u>AMENDMENT #1</u>	<u>\$ 189,000.00</u>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 315,000.00</b>

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 #1, effective upon the date of the last signature below.

**Rapid Response Bio Cleaning, LLC**

Clackamas County

                      12/16/21  
 Authorized Signature                      Date

\_\_\_\_\_  
 Chair    Date

Nick Schaefer  
 Printed Name

\_\_\_\_\_  
 Recording Secretary

Approved as to Form:

                      12/16/2021  
 County Counsel    Date

January 6, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with Todos Juntos for PreventNet Community School drug and alcohol prevention services in Rural Clackamas County. Grant Agreement has a value of \$190,000

No County General funds are involved

<b>Purpose/Outcome</b>	Todos Juntos will provide prevention-focused team-building activities, case coordination and school engagement activities for drug and alcohol prevention programming targeting high-risk middle and high school students at Rural PreventNet Community Schools in Canby and Molalla.
<b>Dollar Amount and Fiscal Impact</b>	The maximum, not to exceed, grant amount is \$190,000. No County General Funds are involved
<b>Funding Source</b>	Oregon Department of Education – Youth Development Division (YDD) through Federal Awarding Agency: Dept of Health and Human Services Catalog of Federal Award (CFDA) # 93.667
<b>Duration</b>	October 1, 2021 – September 30, 2023
<b>Previous Board Action/Review</b>	BCC Issues: 1/4/2022
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Grant amendment has been reviewed and approved by County Counsel on 12/9/21, AN
<b>Procurement Review</b>	Was the item processed through Procurement? No. Subrecipient grant agreement
<b>Contact Person</b>	Adam Freer 971-533-4929
<b>Contract No.</b>	10501

**BACKGROUND:**

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Grant Agreement with Todos Juntos for PreventNet Community School sites in Rural Clackamas County. PreventNet Community Schools, established in 2001, improves outcomes for children, youth and their families by creating a web of support amount schools, non-profit agencies, community members, local businesses and local government. PreventNet provides prevention and early intervention services that help youth stay engaged and succeed at school by helping them address poor academic performance, truancy, family management problems, alcohol and other drug use, poverty/homelessness, and negative peer associations.

This Subrecipient Grant Agreement is funded with Oregon Department of Education Youth Development funds and is effective upon signature by all parties for services starting on October 1, 2021 and terminating on September 30, 2023. This Agreement has a maximum value of \$190,000.

*Healthy Families. Strong Communities.*

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

[www.clackamas.us](http://www.clackamas.us)



**RECOMMENDATION:**

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

Respectfully submitted,

*Rodney Cook*

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

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT**

Program Name: ***PreventNet Community Schools, Molalla - Canby***  
 Program/Program Number: 400320424

This Agreement is between **Clackamas County, Oregon**, acting by and through its Health, Housing and Human Services Children, Family & Community Connections Division (“COUNTY”) and **Todos Juntos** (“SUBRECIPIENT”), an Oregon Non-profit Organization.

**COUNTY Data**

Grant Accountant: <b><i>Joseph Rosevear</i></b>	Program Manager: <b><i>Elizabeth White</i></b>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 jrosevear@clackamas.us	Children, Family & Community Connections 112 11 <sup>th</sup> Street Oregon City, OR 97045 (503) 502-4087 ewhite@clackamas.us

**SUBRECIPIENT Data**

Finance/Fiscal Representative: <b><i>Eric Johnston</i></b>	Program Representative: <b><i>Eric Johnston</i></b>
Todos Juntos PO Box 645 Canby, OR 97013 503-544-1513 ejtodosjuntos2@gmail.com	Todos Juntos PO Box 645 Canby, OR 97013 503-544-1513 ejtodosjuntos2@gmail.com
DUNS: 614865355	

**RECITALS**

1. SUBRECIPIENT is a not-for-profit organization whose mission is to develop partnerships necessary to create and/or enhance local resources and services for all youth and families. SUBRECIPIENT partners with schools, local law enforcement, county agencies and others to deliver a range of challenging, age-appropriate programs in a safe, structured, and positive environment.
2. SUBRECIPIENT will provide prevention-focused team-building activities, case coordination, school engagement activities and drug and alcohol prevention programming targeting middle school students at two PreventNet Community Schools in rural areas of Clackamas County, specifically Molalla and Canby (“Program”).
3. The PreventNet Community School System, established in 2001, improves outcomes for children, youth and their families by creating a web of support among schools, non-profit agencies, community members, local businesses and local government. Program provides prevention and early intervention services that help youth stay engaged and succeed at school by helping them address poor academic performance, truancy, family management problems, alcohol and other drug use, poverty/homelessness, and negative peer associations.
4. This grant agreement of federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (“Agreement”) the COUNTY and SUBRECIPIENT agree as follows:

## AGREEMENT

- 1) **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed. Eligible expenses for this Agreement may be charged during the period beginning **October 1st, 2021** and expiring **September 30, 2023**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2) **Program.** The Program is described in Attached Exhibit A-1: SUBRECIPIENT Scope of Work. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement, as well as those outlined in Exhibit F: Confidentiality and Non-Disclosure and Exhibit G: Required Federal Terms and Conditions.
- 3) **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements set by Oregon Department of Education Youth Development Division (“YDD”; Federal award date: 9/30/21) that is the source of federal grant funding, in addition to compliance with requirements of Title 45 of the Code of Federal Regulations (CFR), Part 96.70-96.74, Sub-Part G. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Education Youth Development Division, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4) **Grant Funds.** COUNTY’s funding for this Agreement is the **2021-23 Biennial Youth Development Division Youth Community Investment Grants (Assistance Listing [formerly CFDA] #: 93.667; Federal Award Identification Number [FAIN]: 2101ORSOSR; State of Oregon Award #: 16427) issued to COUNTY by Oregon Department of Education Youth Development Division (\$190,000).** The maximum, not to exceed, grant amount that COUNTY will pay is **\$190,000.**
- 5) **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D: Request for Reimbursement.  
  
Failure to comply with the terms of this Agreement may result in withholding of payment.
- 6) **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
- 7) **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
  - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
  - b. Mutual agreement by COUNTY and SUBRECIPIENT.
  - c. Written notice provided by COUNTY that HUD has determined ESG funds are no longer available for this purpose.
  - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

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

8. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- a. Has already accrued hereunder;
  - b. Comes into effect due to the expiration or termination of the Agreement; or
  - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

9. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
- 10) **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
- 11) **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
- a) That it is described in Section 501(c) of the Internal Revenue Code of 1954;
  - b) That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
  - c) That it has an accounting system and a voluntary board; and
  - d) That it practices nondiscrimination in the provision of assistance to the homeless.
- 12) **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (“GAAP”) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and 45 CFR Part 75, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- a) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.

- b) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR Part 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- d) **Indirect Cost Recovery.** SUBRECIPIENT may charge 11.1% of Program and Personnel costs, as approved by the Oregon Department of Education. This rate is incorporated by reference into SUBRECIPIENT program budget in Exhibit B.
- e) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- f) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.
- g) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- h) **Match.** Matching funds are not required for this Agreement.
- i) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D-1: Financial Reporting and Reimbursement Request. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- j) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report. SUBRECIPIENT must submit Financial Reports as specified in Exhibit D-1: Financial Reporting and Reimbursement Request. All reports must be submitted on the templates provided by COUNTY, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- k) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344— *Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G, H & I), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 15 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for residual supplies valued over \$5,000 per 2 CFR 200.314.
- l) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- m) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Part 180. These rules restrict subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered

transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://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 Executive Orders 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.

- n) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- o) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner
- p) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.332(d-h). COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY’S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- q) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Program End Date (September 30, 2023), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- r) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- s) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to COUNTY’S right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, terminate this Agreement and all associated amendments, require repayment of any funds used by SUBRECIPIENT in violation of

this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.

- t) **Specific Conditions.** SUBRECIPIENT shall provide general ledger backup, with line item detail, to accompany each request for reimbursement during the term of this Agreement.

### 13) Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **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.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to 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.
- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.
- e) **Disclosure of Information.** Except as permitted under applicable law, SUBRECIPIENT will not disclose any confidential or personally identifiable information (as defined under 2 CFR 200.1) acquired by SUBRECIPIENT during the execution of the Program. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (including, but not limited to, compliance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- f) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- g) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
  - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - 2) Procure a commercial sex act during the period of time the award is in effect; or
  - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to

terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- h) Whistleblower Protection.** SUBRECIPIENT must comply with 41 USC § 4712, Program for Enhancement of Employee Whistleblower Protection. SUBRECIPIENT must inform contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- i) Smoking Prohibitions.** SUBRECIPIENT must comply with Title XII of Public Law 103-227, the “PROKIDS Act of 1994,” which mandates smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

#### 14) Federal and State Procurement Standards

- a)** All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the Program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
- b)** SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- c)** SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

#### 15) General Agreement Provisions.

- a) Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY’s next fiscal year, COUNTY’s obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney’s and expert fees) arising from or related to (1) SUBRECIPIENT’s negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT’s control; or (2) SUBRECIPIENT’s performance under this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT’s actions, employees, agents or otherwise with respect to those under its control.



c) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 2) **Abuse and Molestation.** Abuse and Molestation Insurance as part of a Commercial General Liability policy in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees, subcontractors, and volunteers, and in accordance with the Oregon Tort Claims Act, as applicable. Policy's definition of an insured shall include SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individual, and irrespective of the number of incidents of injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
- 3) **Commercial Automobile Liability.** SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 4) **Network Security and Privacy Liability.** SUBRECIPIENT shall obtain network security and privacy liability insurance for the duration of this Agreement and for the period of time in which SUBRECIPIENT maintains, possesses, stores or has access to COUNTY or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of COUNTY or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of COUNTY data.
- 5) **Directors, Officers and Organization Liability.** SUBRECIPIENT shall obtain Directors, officers and organization liability insurance covering the Grantee's organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$1,000,000 per claim.
- 6) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use

thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 7) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 8) **Excess/Umbrella Insurance.** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.
- 9) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, Network Security and Privacy Liability Insurance, shall include "Clackamas County, its agents, officers, and employees, and the State of Oregon, its officers, employees and agents" as additional insureds, but only with respect to SUBRECIPIENT's activities under this agreement.
- 10) **Tail Coverage.** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least twenty-four (24) months, SUBRECIPIENT 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 (1) SUBRECIPIENT's completion and State's acceptance of all Services required under this Agreement, or, (2) termination of this Agreement by either party according to Section 7, above, or, (3) the expiration of all warranty periods provided under this Agreement.
- 11) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 12) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 13) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 14) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 15) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
- 16) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

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

(Signature Page Following)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

**SUBRECIPIENT**

Todos Juntos  
PO Box 645  
Canby, Oregon 97013  
503-544-1513  
ejtodosjuntos2@gmail.com

**CLACKAMAS COUNTY**

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

By:  11/30/21  
Eric Johnston                                  DATE  
Executive Director

By: \_\_\_\_\_  
Tootie Smith                                  DATE  
Clackamas County Board Chair

- Exhibit A-1: Scope of Work
- Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report
- Exhibit B: Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D-1: Financial Reporting and Reimbursement Request
- Exhibit D-2: Monthly Activity Report
- Exhibit E: Final Financial Report
- Exhibit F: Confidentiality and Non-Disclosure
- Exhibit G: Required Federal Terms and Conditions
- Exhibit H: Information Required by CFR 200.331(a)(1)

Approved as to form:

 12/09/2021

## **EXHIBIT A-1 SUBRECIPIENT SCOPE OF WORK**

The PreventNet Community School System, established in 2001, improves outcomes for children, youth and their families by creating a web of support among schools, non-profit agencies, community members, local businesses and local government. PreventNet provides prevention and early intervention services that help youth stay engaged and succeed at school by helping them address poor academic performance, truancy, family management problems, alcohol and other drug use, poverty/homelessness, and negative peer associations.

Under this agreement, Todos Juntos will provide PreventNet services at two (2) schools in Clackamas County: Molalla River Middle School in Molalla and Baker Prairie Middle School in Canby.

Core Youth are students identified at risk of low school attachment and achievement, and/or poor attendance. PreventNet services will be provided to minimum of 60 Core Youth each year (30 at each school). Youth in historically marginalized and under-served populations will be prioritized for PreventNet services and they will be referred to PreventNet by teachers, counselors, principals, family, and/or self-referrals. A “person-centered” assessment will be conducted to determine youth strengths and needs, and goals will be developed and monitored on an on-going basis.

Core Youth will participate in regular check-ins with site staff to determine progress and ongoing and/or additional needs and they will be connected to community resources/services (basic needs, mental health or substance use assessment/treatment, OHP/other insurance coverage, medical/dental home, etc.) as necessary. PreventNet services are trauma-informed – with an eye for previous adverse experiences and ensuring the safety, inclusion, and support of LGBTQ youth.

Core Youth will be encouraged to participate in homework assistance and extracurricular activities/recreation to support academic performance, attachment to school and foster other positive outcomes. SUBRECIPIENT Site Staff, who are culturally specific and/or culturally responsive, will work with school administrators to monitor and address matters related to bullying, mental health, drug/alcohol use, suicide prevention, as well as issues related to equity and inclusion on an ongoing basis.

### **OUTCOMES:**

In addition to inputs/output/outcome measures required by the Oregon Department of Education Youth Development Division (“YDD”),\* PreventNet will report the following outcomes for Core Youth engaged in the following activities:

- 85% will participate in homework assistance (measured by attendance)
- 85% will participate in extracurricular activities/recreation (measured by attendance)
- 80% will improve or maintain grades in English/Language Arts and Math (measured by school data)
- 85% will improve attendance and/or maintain attendance once it improves (measured by school attendance data)

\* The format of the quarterly narrative and data reports have not yet been provided by the YDD. CFCC will forward this information to SUBRECIPIENT when available.

**EXHIBIT A-2**  
**PERFORMANCE REPORTING SCHEDULE AND WORK PLAN QUARTERLY REPORT**

**Performance Reporting Schedule**

SUBRECIPIENT must submit a Quarterly Performance Report, to Clackamas County, no later than the 15th day of the month following the end of the quarter:

**2021/2022**

Quarter ending December 31, 2021	Due January 15, 2022
Quarter ending March 31, 2022	Due April 15, 2022
Quarter ending June 30, 2020	Due July 15, 2022

**2022/2023**

Quarter ending September 30, 2022	Due October 15, 2022
Quarter ending December 31, 2022	Due January 15, 2023
Quarter ending March 31, 2023	Due April 15, 2023
Quarter ending June 30, 2023	Due July 15, 2023

**SUBRECIPIENT's final Performance Report and Final Financial Report (Exhibit E) should be submitted with the final request for payment.**

**Funder Recognition**

Marketing, educational, promotional, and outreach materials and flyers describing services, workshops, and other activities funded through this Agreement must acknowledge Clackamas County Children, Family & Community Connections Division ("CFCC") and include its logo. Materials that include this acknowledgement should be reviewed by Children, Family & Community Connections prior to distribution. Media communications should also acknowledge CFCC.

**Reporting Adverse Conditions or Material Impairments to Award Performance**

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

**Clackamas County – Children, Family & Community Connections  
 Work Plan and Quarterly Report**

Provider: Todos Juntos  
 Activity: PreventNet - Molalla/Canby  
 Contact: Eric Johnston  
 Contract Period: October 1, 2021 – September 30, 2023

Goals	Objectives	Activities/ Outputs	Outcomes*	Measurement	School	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9
Improved academic performance	By June 30, 2023, provide activities for 60 Core Youth (30 per school) that foster engagement in learning.	Homework assistance provided and/or participation in homework club	85% of Core Youth will participate in homework assistance.	# Core Youth that received homework assistance and/or participated in homework club	Baker Prairie MS								
					Molalla River MS								
			80% of Core Youth will improve or maintain grades in English/Language Arts and Math.	# Core Youth that improved or maintained grades in English/Language Arts and Math**	Baker Prairie MS								
					Molalla River MS								
Increased engagement in pro-social and skill-building activities	By June 30, 2023, provide extracurricular activities that promote positive youth development for 60 Core Youth (30 per school).	Participation in LifeSkills, Boy's Council, Soccer Club, Girls Circle, creative arts, Diversity Club, Services to Careers, Sphero Robotics, Future Business Leaders of America and/or other programming that helps students build skills and feel supported, competent, connected and confident.	85% of Core Youth will participate in extracurricular activities/recreation.	# Core Youth that participated in extracurricular activities/recreation.**	Baker Prairie MS								
					Molalla River MS								
Increased attachment to school			85% of Core Youth will improve attendance and/or maintain attendance once it improves.	# Core Youth that improved attendance and/or maintained attendance once it improved	Baker Prairie MS								
					Molalla River MS								

\*Percentages provide a benchmark to monitor participant outcomes. Todos Juntos will demonstrate progress made towards achieving these goals in the quarterly narrative report required by the funding agency. If one or more of the goals are not met, Todos Juntos will describe in the narrative report the reasons why benchmarks were not achieved.

\*\*The outcome measurement for this goal is participation in any extracurricular activities/recreation, including career connected activities. We will capture participation in career connected activities, case management, and referrals to services in quarterly reports required by the funding agency.

<b>Molalla/Canby</b>	
<b>Organization:</b>	<b>Todos Juntos</b>
<b>Program Name:</b>	<b>PreventNet (Molalla/Canby)</b>
<b>Program Contact:</b>	Eric Johnston
<b>Agreement Term:</b>	October 1, 2021 - September 30, 2023 (24 months)
<b>Approved Award Budget Categories</b>	
<b>Total Budget</b>	
<b>Personnel Services</b>	
Program Staff 2 @ 1.0 FTE	\$ 100,846.85
Support Staff 2 @ .5 FTE	\$ 30,000.00
Program Supervision and Oversight	\$ 16,000.00
Fringe @ 11%	\$ 16,153.15
<b>Total Personnel Services</b>	<b>\$ 163,000.00</b>
<b>Program Costs</b>	
Operating	\$ 1,000.00
Supplies and Materials	\$ 1,500.00
Travel & Transportation (mileage, etc.)	\$ 3,000.00
Direct Supports and Assistance to Youth (clothes, incentives, bus passes, etc.)	\$ 1,500.00
Professional Development and Training	\$ 1,000.00
<b>Total Programmatic Costs</b>	<b>\$ 8,000.00</b>
Indirect @ 11.1% of Personnel Services and Programmatic Costs	\$ 19,000.00
<b>Total Indirect Costs</b>	<b>\$ 19,000.00</b>
<b>Total Approved Budget</b>	<b>\$ 190,000.00</b>



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

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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

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 [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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 (as amended by the Lobbying Disclosure Act of 1995). 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. [Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Todos Juntos  
Organization Name

PreventNet Community Schools  
Award Number or Program Name

Eric Johnston, Executive Director  
Name and Title of Authorized Representative

  
Signature

11/30/21  
Date

**Exhibit D-1 SUBRECIPIENT REQUEST FOR REIMBURSEMENT**

*Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:*

- Request for Reimbursement with an authorized signature
- General Ledger backup to support the requested amount
- Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request.

<b>Organization:</b>	Todos Juntos	<b>Award #:</b>	22-019
<b>Address:</b>	PO Box 645	<b>Reporting Period:</b>	
	Canby, OR 97013		
<b>Contact Person:</b>	Eric Johnston		
<b>Phone Number:</b>	(503) 544-1513		
<b>E-mail:</b>	etodosjuntos2@gmail.com		

Budget Category	Budget	Current Draw Request	Previously Requested	Balance Remaining
<b><i>Personnel</i></b>				
Program Staff 2 @ 1.0 FTE	\$ 100,846.85	\$ -	\$ -	\$ 100,846.85
Support Staff 2 @ .5 FTE	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
Program Supervision and Oversight	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00
Fringe @ 11%	\$ 16,153.15	\$ -	\$ -	\$ 16,153.15
<b>Total Personnel</b>	<b>\$ 163,000.00</b>		<b>\$ -</b>	<b>\$ 163,000.00</b>
<b><i>Program Costs</i></b>				
Operating	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Supplies and Materials	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
Travel & Transportation (mileage, etc.)	\$ 3,000.00			\$ 3,000.00
etc.)	\$ 1,500.00			\$ 1,500.00
Professional Development and Training	\$ 1,000.00			\$ 1,000.00
<b>Total Program</b>	<b>\$ 8,000.00</b>		<b>\$ -</b>	<b>\$ 8,000.00</b>
Indirect @9.5%	\$ 19,000.00			\$ 19,000.00
<b>Total Indirect Costs</b>	<b>\$ 19,000.00</b>			<b>\$ 19,000.00</b>
<b>Total Grant Costs</b>	<b>\$ 190,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 190,000.00</b>

*Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.*

**CERTIFICATION**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code, Title 18, Section 1001 and Title 31, Sections 3729-3733 and 3801-3812).*

<b>Prepared by:</b>			
<b>Authorized Signer:</b>			
<b>Date:</b>			
<b>Department Review:</b>			
<b>CFCC Program Planner</b>	Elizabeth White		
	Signature	Date	

## EXHIBIT D-2 MONTHLY ACTIVITY REPORT

### Clackamas County – Children, Family & Community Connections Monthly Report

Provider: Todos Juntos  
 Activity: PreventNet - Molalla/Canby  
 Contact: Eric Johnston  
 Contract Period: October 1, 2021 – September 30, 2023

Goals	Objectives	Activities/Outputs	Outcomes	Measurement	School	Q2			Q3			Q4			Q5			Q6			Q7			Q8			Q9				
						Oct. 21	Nov. 21	Dec. 21	Jan. 22	Feb. 22	Mar. 22	Apr. 22	May. 22	Jun. 22	Jul. 22	Aug. 22	Sept. 22	Oct. 22	Nov. 22	Dec. 22	Jan. 23	Feb. 23	Mar. 23	Apr. 23	May. 23	Jun. 23	Jul. 23	Aug. 23	Sept. 23		
Improved academic performance	By June 30, 2023, provide activities for 60 Core Youth (30 per school) that foster engagement in learning.	Homework assistance provided and/or participation in homework club	85% of Core Youth will participate in homework assistance.	# Core Youth that received homework assistance and/or participated in homework club	Baker Prairie MS																										
					Molalla River MS																										
			80% of Core Youth will improve or maintain grades in English/ Language Arts and Math.	# Core Youth that improved or maintained grades in English/ Language Arts and Math*	Baker Prairie MS																										
					Molalla River MS																										
Increased engagement in pro-social and skill-building activities	By June 30, 2023, provide extracurricular activities that promote positive youth development for 60 Core Youth (30 per school).	Participation in LifeSkills, Boy's Council, Soccer Club, Girls Circle, creative arts, Diversity Club, Services to Careers, Sphero Robotics, Future Business Leaders of America and/or other programming that helps students build skills and feel supported, competent, connected and confident.	85% of Core Youth will participate in extracurricular activities/ recreation.	# Core Youth that participated in extracurricular activities/ recreation.	Baker Prairie MS																										
					Molalla River MS																										
Increased attachment to school			85% of Core Youth will improve attendance and/or maintain attendance once it improves.	# Core Youth that improved attendance and/or maintained attendance once it improved.	Baker Prairie MS																										
					Molalla River MS																										
<b>Number of Core Students</b>					Baker Prairie MS																										
					Molalla River MS																										

\*Outcomes are captured quarterly for this measurement.

**EXHIBIT E**  
**FINAL FINANCIAL REPORT**  
*Molalla/Canby PreventNet (Molalla River, Baker Prairie Middle Schools)*

<b>Program Name: PreventNet</b>	<b>Agreement #: 22-019</b>
<b>Federal Award #: 2101ORSOSR</b>	<b>Date of Submission: XX/XX/XX</b>
<b>Subrecipient: Todos Juntos</b>	
<b>Has Subrecipient submitted all requests for reimbursement? Y/N</b>	
<b>Has Subrecipient met all programmatic closeout requirements? Y/N</b>	

**Final Financial Report**

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this agreement:	\$190,000
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Total non-Federal Funds authorized on this agreement:	
Total non-Federal Funds requested for reimbursement on this agreement:	
Total non-Federal Funds received on this agreement:	
Total match reported on this agreement (if required):	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended non-Federal Funds (Line 4 minus Line 6):	

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

Subrecipient's Certifying Official (printed): \_\_\_\_\_

Subrecipient's Certifying Official (signature): \_\_\_\_\_

Subrecipient's Certifying Official's title: \_\_\_\_\_

## CONFIDENTIALITY AND NON-DISCLOSURE

- 1. Confidential Information.** SUBRECIPIENT acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Program participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 2. Nondisclosure.** SUBRECIPIENT agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care SUBRECIPIENT uses in maintaining the confidentiality of its own confidential information. SUBRECIPIENT may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Program activities and SUBRECIPIENT must advise each of its employees and agents of these restrictions. SUBRECIPIENT must assist COUNTY in identifying and preventing any unauthorized use or disclosure of Confidential Information. SUBRECIPIENT must advise COUNTY immediately if SUBRECIPIENT learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. SUBRECIPIENT must, at its expense, cooperate with COUNTY in seeking injunctive or other equitable relief, in the name of COUNTY or SUBRECIPIENT, to stop or prevent any use or disclosure of Confidential Information. At COUNTY’s request, SUBRECIPIENT must return or destroy any Confidential Information. If COUNTY requests SUBRECIPIENT destroy any Confidential Information, SUBRECIPIENT must provide COUNTY with written assurance indicating how, when and what information was destroyed.

## EXHIBIT G REQUIRED FEDERAL TERMS AND CONDITIONS

Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Program, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Grant or to the Program. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Grant: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Program and this Agreement and required by law to be so incorporated. No federal funds may be used to carry out the Program in violation of 42 U.S.C. 14402.
- 2. Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387).** SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as applicable to federal awards over \$150,000. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 3. Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 4. Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:

  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, 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, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. 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.

- d. No part of any federal funds paid to contract under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- f. The prohibitions in subsections (d) and (e) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- g. No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

**5. Audits.**

- a. SUBRECIPIENT shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If SUBRECIPIENT receives federal awards in excess of \$750,000 in a fiscal year, SUBRECIPIENT is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Federal Audit Clearinghouse within 30 days of completion.
- c. SUBRECIPIENT shall save, protect and hold harmless COUNTY from the cost of any audits or special investigations performed by the Oregon Secretary of State or Federal Agency with respect to the funds expended under this Agreement. SUBRECIPIENT acknowledges and agrees that any audit costs incurred by SUBRECIPIENT as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between SUBRECIPIENT and COUNTY.

**6. Additional Federal Requirements.** SUBRECIPIENT shall comply with all applicable Department of Health and Human Services (HHS)-specific implementing regulations codified at 45 CFR Part 75. These include, but are not limited to, the following:

- a. The following provisions apply to all mandatory grant programs:
  - i. Subpart A – Acronyms and Definitions
  - ii. Subpart B – General Provisions
  - iii. Subpart D – Post Federal Award Requirements only portions apply to all:
    - 1. 45 CFR §75.303 – Internal Controls
    - 2. 45 CFR §75.351 through §75.353 – Subrecipient Monitoring and Management.
- b. **Additional Federal Regulations:**
  - i. 2 CFR Part 25 – Universal Identifier and System for Award Management
  - ii. 2 CFR Part 170 – Reporting Subaward and Executive Compensation Information
  - iii. 2 CFR Part 175 – Award Term for Trafficking in Persons

- iv. 2 CFR Part 176 – Award Terms for Assistance Agreements that include Funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- v. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non Procurement)
- vi. 2 CFR Part 376 – Nonprocurement Debarment and Suspension
- vii. 2 CFR Part 382 – Requirements for Drug-Free Workplace (Financial Assistance)
- viii. 31 U.S.C. §3335, §6501, and §6503 (see also 31 CFR Part 205 – Rules and Procedures for Efficient Federal-State Funds Transfers) – Cash Management Improvement Act
- ix. 45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board
- x. 45 CFR Part 30 – Claims Collection
- xi. 45 CFR Part 80 – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964
- xii. 45 CFR Part 81 – Practice and Procedure for Hearings Under Part 80 of this Title
- xiii. 45 CFR Part 84 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance
- xiv. 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance
- xv. 45 CFR Part 87 – Equal Treatment for Faith-Based Organization
- xvi. 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance
- xvii. 45 CFR Part 93 – New Restrictions on Lobbying
- xviii. 45 CFR Part 95 – General Administration – Grant Programs
- xix. 45 CFR Part 100 – Intergovernmental Review of Department of Health and Human Services

**7. Drug-Free Workplace.** SUBRECIPIENT shall comply and cause all subcontractors to comply with the following provisions to maintain a drug-free workplace (2 CFR Part 382): (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT 's workplace or while providing services to clients. SUBRECIPIENT 's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT 's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify COUNTY within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to COUNTY clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Agreement.

**8. Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).



**9. Agency-based Voter Registration.** If applicable, SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

**10. Disclosure.**

- a. If applicable to the Program and this Agreement, 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or Children’s Health Insurance Program (CHIP) services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. SUBRECIPIENT shall make the disclosures required by this Section 14 to Agency. COUNTY reserves the right to take such action required by law, or where COUNTY has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**11. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Program under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees to the following:

- a. SUBRECIPIENT hereby grants to the federal funding agency a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Program, and to authorize others to do so, for Federal Government purposes with respect to:
  - i. The copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and
  - ii. Any rights of copyright to which a Subrecipient, sub-Subrecipient or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or contract under a grant or sub-grant.
- d. Assistance Listing Number (formerly CFDA): **93.667**. Under this Agreement, Todos Juntos is a:

Subrecipient Contractor

- 12. Other Environmental Standards.** SUBRECIPIENT shall comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of Program consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 13. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
  - b. Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
  - c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of SUBRECIPIENT, and SUBRECIPIENT shall also include these contract provisions in its contracts with non-Federal entities.

**EXHIBIT H**  
**INFORMATION REQUIRED BY 2 CFR 200.332(a)(1)**

**Federal Award Identification:**

1. Subrecipient name (which must match registered name in DUNS): **Todos Juntos**
2. Subrecipient's DUNS number: 614865355
3. Federal Award Identification Number (FAIN): **TBD**
4. Federal Award Date: **October 1, 2021**
5. Sub-award Period of Performance Start and End Date: From: **October 1, 2020** To: **September 30, 2123**
6. Total Amount of Federal Funds Obligated by this Agreement: **\$190,000**
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity: **\$190,000**
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **\$190,000**
9. Federal Award Program description: Pursuant to Exhibit A, Program Activities
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - a. Name of Federal awarding agency: **US Department of Health and Human Services**
  - b. Name of pass-through entity: **State of Oregon Department of Education**
  - c. Name of sub-grantee entity: **Clackamas County**
  - d. Contact information for sub-grantee Financial Assistance Compliance Consultant:  
Matt Westbrook, President, Matt C Westbrook, LLC  
Representing Clackamas County Finance Department  
mwestbrook@clackamas.us  
503-933-2091
11. Assistance Listing (formerly CFDA) Number and Name: **93.667, Social Services Block Grant** Amount: **\$190,000**
12. Is Award R&D?  Yes  No
13. Indirect cost rate for the Federal award: SUBRECIPIENT rate is 11.1% of Personnel and Program costs.

January 6, 2021

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority (OHA) for access to the electronic referral system Oregon Tobacco Quit Line. Contract maximum value is \$40,000.  
No County General Funds are used.

<b>Purpose/Outcomes</b>	Oregon Health Authority (OHA) will continue access with regional partner health centers to their electronic referral system, Oregon Tobacco Quit Line. This includes Clackamas Health Centers, Multnomah County Health System, Neighborhood Health Center, and Virginia Garcia Memorial Health Center.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$40,000.00.
<b>Funding Source</b>	Funding through Health Share of Oregon Grant - No County General Funds are involved.
<b>Duration</b>	Effective upon signature and terminates on December 31, 2022
<b>Previous Board Action</b>	No previous Board action
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County counsel has reviewed and approved this document on November 29, 2021 KR
<b>Procurement Review</b>	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is an IGA
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Director – (503)742-5956
<b>Contract No.</b>	10454

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval an Intergovernmental Agreement with the Oregon Health Authority to continue having access to the regional partner health centers electronic referral system, Oregon Tobacco Quit Line.

Clackamas County Public Health is partnering with Clackamas Health Centers, Multnomah County Health System, Neighborhood Health Center, and Virginia Garcia Memorial Health Center to strengthen the Tobacco cessation initiative. This project is funded by a grant from Health Share of Oregon.

Contract maximum value is \$40,000.00.

Page 2 Staff Report  
January 6, 2022  
Agreement #10454

This contract is effective upon signature and continues through December 31, 2022.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement with Clackamas Fire District for the Project Hope program.

Respectfully submitted,

*Rodney Cook*

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND OREGON HEALTH AUTHORITY**

Agreement #10454

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Oregon Health Authority ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

**RECITALS**

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

*The County desires to contract with the agency to coordinate the connection of regional partners to the Oregon Tobacco Quit Line.*

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 signature**, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or **December 31, 2022**, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed eight thousand dollars (**\$8,000.**) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit invoices for Work performed at the beginning of each electronic referral project, and shall include the total amount billed to date by the Agency prior to the current invoice. 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. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties**
  - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency 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 Agency enforceable in accordance with its terms.
  - B. *County Representations and Warranties:* County represents and warrants to Agency 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.

- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**6. Termination.**

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency 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 Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**7. Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, 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 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.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency 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 arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.

The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. Katie Knutsen or their designee will act as liaison for the County.

**Contact Information:**

971-346-0292 – [kknutsen@clackamas.us](mailto:kknutsen@clackamas.us)

- Vidal Ophelia Starr or their designee will act as liaison for the Agency.

**Contact Information:**

971-346-6419 - [Ophelia.S.Vidal@dhsosha.state.or.us](mailto:Ophelia.S.Vidal@dhsosha.state.or.us)

**10. General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency 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. Agency, 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.** Agency 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. Agency 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, Agency shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the District’s Project Manager.
- F. **Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by

Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.

- G. **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.
- H. **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.
- I. **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.
- J. **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.
- K. **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.
- L. **No Third-Party Beneficiary.** Agency 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.

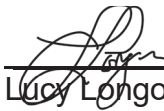
- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **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.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **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.
- Q. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **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.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- U. **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**

**Oregon Health Authority**

\_\_\_\_\_  
Chair, Board of County Commissioners

 \_\_\_\_\_  
Manager, State Policy, Systems &  
Lucy Longoria Environmental Change

\_\_\_\_\_  
Date

11/30/21

\_\_\_\_\_  
Date

\\lion\CommunityHealthShare\Admin\CONTRACTS\PUBLIC HEALTH\Expense\Oregon Health Authority\Electronic referral to Tobacco Quit Line (OHA)\FY21-22\Contract\H3SPHOR-OregonHealthAuthority10454.docx

Exhibit A  
SCOPE OF WORK

**I. OHA is responsible for:**

1. Coordinating activities with Optum (the Oregon Tobacco Quit Line operator) to ensure completion of the electronic referral system at the level of the Oregon Tobacco Quit Line.
  - a. E-referral process will support bi-directional data exchange between the Oregon Tobacco Quit Line and referring health care professionals at the health centers.
  - b. System will allow electronic sending of referrals to the Quit Line and any outcomes of referrals back to the sending clinic.
2. Coordinating with Optum to determine the appropriate electronic referral process to enable sending of patient data to OHA and delivery of outcome data to the health centers.
  - a. OHA will oversee implementation with Optum until OHA and CCHPD are satisfied with incoming and outgoing data.
    - i. Includes validation of system credentials, confirming required data fields, and testing functionality of the bi-directional system at each stage of implementation.
3. Ensuring Optum uses industry- approved, HIPAA-compliant methods for exchanging protected health information.
  - a. Includes ensuring Optum adheres to the electronic referral guidance recommended by the North American Quitline Consortium.
4. Confirming with Optum that the Quit Line received an actual referral (rather than a test referral).
5. Ensuring continued operation and maintenance of the electronic referral connection at the level of the Oregon Tobacco Quit Line, including annual fees from Optum.

**II. CCPHD is responsible for:**

1. Coordinating with health centers and electronic medical record (EMR) vendor (OCHIN Epic) to ensure completion of the electronic referral system at the level of the clinic serviced by OCHIN.
2. Coordinating with clinics and OCHIN to determine the appropriate electronic referral process to enable sending of patient data to OHA and delivery of outcome data to the health centers.
  - a. CCPHD will oversee implementation with clinics and OCHIN until OHA and CCHPD are satisfied with incoming and outgoing data.
    - i. Includes validation of system credentials, confirming required data fields, and testing functionality of the bi-directional system at each stage of implementation.
3. Ensuring clinics and OCHIN use industry- approved, HIPAA-compliant methods for exchanging protected health information.
4. Confirming with clinics that the referring healthcare professional received the associated, complete outcome report.
5. Maintaining ongoing referrals from clinics, including the connection serviced by OCHIN and associated fees.

January 6, 2022

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Tualatin Valley Fire and Rescue for the Project Hope program. Contract not to exceed \$35,490. Funding through University of Baltimore Combating Opioid Overdose through Community-Level Initiative (COOCLI) grant.  
No County General Funds are involved.

<b>Purpose/Outcomes</b>	This IGA is for Tualatin Valley Fire and Rescue to provide a community paramedic to the Project Hope Program.
<b>Dollar Amount and Fiscal Impact</b>	Contract Maximum value is \$35,490.
<b>Funding Source</b>	University of Baltimore Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI) grant. No County General Funds are involved.
<b>Duration</b>	December 1, 2021 - November 30, 2022.
<b>Strategic Plan Alignment</b>	1. Improved community safety and health. 2. Ensure safe, healthy and secure communities.
<b>Previous Board Action</b>	No previous board action
<b>County Counsel</b>	County Counsel has reviewed and approved this document on November 30, 2021. KR
<b>Procurement Review</b>	1. Was this processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This document is an IGA.
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Division, Director 503.742.5956
<b>Contract No.</b>	10488

**BACKGROUND:**

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement (IGA) with Tualatin Valley Fire and Rescue to provide a community paramedic to the Project Hope Program.

This work is part of the Grant Subaward for Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI).

The Community Paramedic role will continue to provide crucial follow-up visits to opioid overdose survivors in the home after the emergency medical phase of the call ends. After an assessment is completed, Community Paramedics will provide care

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coordination between patients and providers, and community resource navigation with a focus on treatment and recovery services(detox, inpatient, outpatient and community-based services). Community Paramedics will workwith patients to establish a longer-term plan to prevent future substance use and potential overdose.

Contract maximum value of \$35,490.

This Agreement is effective upon signature and continues through November 30, 2022.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement with Tualatin Valley Fire and Rescue for the Project Hope program.

Respectfully submitted,

*Rodney Cook*  
Type text here

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND  
TUALATIN VALLEY FIRE AND RESCUE**

Agreement #10488

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Tualatin Valley Fire and Rescue ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

**RECITALS**

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

This agreement provides the basis to partner on the Community Paramedic Opioid Overdose project. The goals of the Community Paramedic Opioid Overdose project are to:

- Reduce the number of people who have a repeat overdose, thereby decreasing future 911 calls and hospital readmissions.
- Improve the quality of life for patients with substance use disorders.
- Bridge gaps in care by connecting vulnerable patients to treatment services and other resources that address social factors that may be influencing the patients' health.

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 **December 1, 2021**, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or November 30, 2022 whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed thirty five thousand four hundred ninety dollars (**\$35, 490**) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit an invoice monthly. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
  - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency 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 Agency enforceable in accordance with its terms.



- B. *County Representations and Warranties*: County represents and warrants to Agency 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.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**6. Termination.**

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency 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 Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**7. Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, 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 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.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency 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 arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance.** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.

9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. Apryl Herron or their designee will act as liaison for the County.

**Contact Information:**

503-742-5343 - [AprylHer@clackamas.us](mailto:AprylHer@clackamas.us)

Steve Boughey or their designee will act as liaison for the Agency.

**Contact Information:**

503 259-1122 Office – 971-727-6294 Cell – [steven.boughey@tvfr.com](mailto:steven.boughey@tvfr.com)

**10. General Provisions.**

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency 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. Agency, 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.** Agency 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. Agency 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, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the County's Project Manager.
- F. **Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by

Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.

- G. **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.
- H. **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.
- I. **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.
- J. **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.
- K. **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.
- L. **No Third-Party Beneficiary.** Agency 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.

- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **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.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **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.
- Q. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **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.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- U. **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.

**TUALATIN VALLEY FIRE AND RESCUE**

Intergovernmental Agreement # 10488

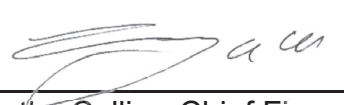
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**IN WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County**

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

**Tualatin Valley Fire and Rescue**



\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Timothy Collier, Chief Financial Officer  
Tualatin Valley Fire & Rescue

\_\_\_\_\_  
Date

12/15/21

\_\_\_\_\_  
Date

\\lion\CommunityHealthShare\Admin\CONTRACTS\PUBLIC HEALTH\Expense\Tualatin Valley Fire & Rescue\Project Hope\Contract\H3SPHTualatinValleyFireandRescue.docx

## Exhibit A

### SCOPE OF WORK

The Community Paramedic role will provide crucial follow-up visits to overdose survivors after the emergency medical phase of the call ends. After an assessment is completed, Community Paramedics will address immediate needs including housing, harm reduction and healthcare. A warm-hand off will then be made to the Peer Recovery Mentor and Case Manager to provide longer term community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services). The Peer Recovery Mentor, contracted through the Mental Health and Addiction Association of Oregon (MHA AO) offers lived experience, and supports participants by walking with them through the hardships of recovery, and making connections to critical services. The Clackamas County Health Centers Case Manager will address the various needs of participants, will work to coordinate care via a treatment plan, and will assist with communications between community partners. Together the team will offer wrap-around support to prevent future substance use and potential overdose.

A key element of this project is to include harm reduction efforts through the distribution of naloxone kits and delivery of harm reduction messages to opioid users. Patients and where applicable, family members will be trained on naloxone use and opioid overdose prevention strategies. To expand upon a population health-based model, Community Paramedics and Peer Mentors will encourage patients to promote overdose prevention messages and distribute naloxone kits through drug-using and social networks and will provide naloxone refills and provide continued follow-up as needed.

#### Scope of Work

A. AGENCY agrees to:

1. Provide a .20 FTE Community Paramedic to perform the following:
  - a. Provide crucial follow-up visits to overdose survivors
  - b. Assess for immediate individual needs and provide community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services)
  - c. Work with patients to establish a longer-term plan to prevent future substance use and potential repeat overdose.
  - d. Distribute naloxone kits and delivery of harm reduction messages to opioid users.
  - e. Train patients, and where applicable, family members on naloxone use and opioid overdose prevention strategies.
  - f. Collect and report the following data to Clackamas County Public Health as part of the pilot project:
    - i. Number of overdose survivors who receive follow-up by a community paramedic
    - ii. Number of patients who are referred to treatment, peer support, housing, primary care, and employment
    - iii. Type of treatment patient is referred to
    - iv. Number of naloxone kits distributed



## Clackamas County Subrecipient vs. Contractor Determination Checklist

*Has Clackamas County been designated by the awarding entity as a contractor on this funding? If yes, **STOP**--your issuance is a subcontract, not a subrecipient agreement. Contact the Procurement Division for instructions on awarding subcontracts.*

<b>Project Name:</b> Project Hope - Tualatin Valley Fire and Rescue (Community Paramedic Opioid Overdose project)	
<b>Sub Agreement Period:</b> upon signature-11/30/22	<b>Grant (Revenue) Award Period:</b> 12/01/2021-11/30/2022
<b>Funding Agenc(ies):</b> University of Baltimore	<b>(if applicable) CFDA #:</b> 95.0007

**Characteristics indicative of a subrecipient:**

CHECK ONE

1) Entity (not the County) determines individuals eligible to receive entity's services.

Yes or No

If the answer to question 1 is YES; STOP HERE. The entity is a subrecipient.

2) Entity performance is measured against the program objectives of the grant, fulfills the mission of the grant.

Yes or No

3) Entity has responsibility for programmatic decision making; designing and implementing the program within the parameters of the scope of work.

Yes or No

4) Entity has direct responsibility to adhere to applicable program compliance requirements.

Yes or No

5) Entity uses the funds to carry out a program provided by the entity (as compared to providing goods or services for a program of the County).

Yes or No

**Characteristics indicative of a contractor:**

1) Entity provides the goods and services within entity's normal business operations.

Yes or No

2) Entity provides similar goods or services to many different purchasers.

Yes or No

3) Entity operates in a competitive environment; similar to that of private industry.

Yes or No

4) Entity provides goods or services that support the County's operation of the program.

Yes or No

5) Entity is not subject to compliance requirements of the program. The County is responsible for these.

Yes or No

**Final Determination (CHECK ONE):**  Subrecipient or  Contractor

**Brief narrative justifying determination:**

Though the program was developed jointly, County is responsible for decisions and reporting to the funding agency. Data is collected from multiple entities with Clackamas County. identifies overdose clients. Vendor then provides follow-up.

**Panel Members:**

Apryl Herron \_\_\_\_\_

Matt Westbrook \_\_\_\_\_

Bill Conway \_\_\_\_\_

Jeanne Weber \_\_\_\_\_

Karen Webb \_\_\_\_\_

Sherry Olson \_\_\_\_\_

**Program Manager (or responsible party)**  
Signature: Armando Jimenez

**Department/Division Manager Signature:**  
Philip Mason-Joyner

**Department Fiscal Representative**  
Signature: Sherry Olson

Armando Jimenez Digitally signed by Armando Jimenez  
Date: 2021.12.14 16:03:57 -08'00'

Philip Mason-Joyner Digitally signed by Philip Mason-Joyner  
Date: 2021.12.15 10:36:11 -08'00'

Sherry L. Olson Digitally signed by Sherry L. Olson  
Date: 2021.12.15 12:42:03 -08'00'

Updated By Finance: 7/16/19 Date

Date



## **Subrecipient and Contractor Definitions**

### **Subrecipient definition/characteristics:**

A subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a grant program; but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other awards directly from the same awarding agency.

Characteristics which support the classification as a subrecipient is when the entity:

- \* Determines who is eligible to receive what assistance;  
Example: Organization determines whether a potential customer meets a program's eligibility requirements for assistance under that program
- \* Has it's performance measured in relation to whether objectives of the program were met;  
Example: Awarding entity holds the organization responsible for meeting performance targets that are tied to program objectives
- \* Has responsibility for programmatic decision making;  
Example: Awarding entity requires organization to submit regular oral or written progress reports relating to program objectives.
- \* Organization has latitude to make decisions within terms of agreement  
Example: Organization makes policy and operational decisions governing how it carries out a program
- \* Responsible for adherence to applicable program compliance requirements specified in the award; and  
Example: Awarding entity holds the organization responsible for compliance with applicable program statutes, regs, rules, policies and other guidance.
- \* Uses the funds to carry out objectives of the program for public purpose as opposed to providing goods or services for the benefit of the pass-through entity.  
Example: Organization performs all or a portion of the scope of work or objectives of the award received by the awarding entity.
- \* Organization's role requires more than dealing, distributing or selling goods or services that support a program.  
Example: Organization's programmatic involvement could be a separate scope of work and budget that must be approved by the awarding entity.
- \* Intent of the award document states something similar to "This is an award of [federal/state/local] financial assistance".

### **Contractor definition/characteristics:**

A contract is for the purpose of obtaining goods and services for the entity's own use and creates a procurement relationship with the contractor in order for the entity to administer the program.

Characteristics indicative of a procurement relationship between the entity and a contractor are when the contractor:

- \* Provides the goods and services within its normal business operations;  
Example: Organization exists for the purpose of providing a particular goods or services.  
Example: Organization receives no instruction from the awarding entity as to how the organization goes about producing the goods or services.
- \* Provides similar goods and services to many different purchasers;  
Example: Organization has its contract measured against whether it meets specific deliverables, rather than a program's performance outcomes.  
Example: Services provided are of a repetitive nature.  
Example: Goods provided are commonly available
- \* Normally operates in a competitive environment;  
Example: Organization competes with other organizations to provide a similar good or service
- \* Provides goods and services that are secondary to the operation of the program; and  
Example: Organization provides a goods/services that enables the awarding entity to operate (i.e. office supplies, janitorial services, equipment, printing).
- \* Is not subject to the original award's [if pass-through] compliance requirements as a result of the agreement.  
Example: Organization is not responsible for compliance with applicable program statutes, regulations, rules, policies or guidance.  
Example: Awarding entity does not provide the organization with technical assistance or training with regard to program requirements.
- \* Awarding entity does not monitor the organization for compliance with program requirements.  
Example: Awarding entity does not monitor the organization for compliance with program requirements.
- \* Contract agreement states something similar to "This is a purchase of goods and/or services".

### **Use of judgment in making determination:**

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract. (2 CFR 200.330 (c))

January 6, 2022

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Clackamas County Fire District #1 for the Project Hope program. Contract not to exceed \$31,090. Funding through University of Baltimore Combating Opioid Overdose through Community-Level Initiative (COOCLI) grant.

No County General Funds are involved.

<b>Purpose/Outcomes</b>	This IGA is for Clackamas Fire District #1 to provide a community paramedic to the Project Hope Program.
<b>Dollar Amount and Fiscal Impact</b>	Contract Maximum value is \$31,090.
<b>Funding Source</b>	University of Baltimore Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI) grant. No County General Funds are involved.
<b>Duration</b>	December 1, 2021 - November 30, 2022.
<b>Strategic Plan Alignment</b>	1. Improved community safety and health. 2. Ensure safe, healthy and secure communities.
<b>Previous Board Action</b>	No previous board action
<b>County Counsel</b>	County Counsel has reviewed and approved this document on November 30, 2021. KR
<b>Procurement Review</b>	1. Was this processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This document is an IGA.
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Division, Director 503.742.5956
<b>Contract No.</b>	10459

**BACKGROUND:**

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement (IGA) with Clackamas Fire District #1 to provide a community paramedic to the Project Hope Program.

This work is part of the Grant Subaward for Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI).

The Community Paramedic role will continue to provide crucial follow-up visits to opioid overdose survivors in the home after the emergency medical phase of the call ends. After an assessment is completed, Community Paramedics will provide care

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Agreement #10459

coordination between patients and providers, and community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services). Community Paramedics will work with patients to establish a longer-term plan to prevent future substance use and potential overdose.

Contract maximum value of \$31,090.

This Agreement is effective upon signature and continues through November 30, 2022.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement with Clackamas County Fire District #1 for the Project Hope program.

Respectfully submitted,



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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND  
CLACKAMAS FIRE DISTRICT #1**

Agreement #10459

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Clackamas Fire District #1 ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

**RECITALS**

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

This agreement provides the basis to partner on the Community Paramedic Opioid Overdose project. The goals of the Community Paramedic Opioid Overdose project are to:

- Reduce the number of people who have a repeat overdose, thereby decreasing future 911 calls and hospital readmissions.
- Improve the quality of life for patients with substance use disorders.
- Bridge gaps in care by connecting vulnerable patients to treatment services and other resources that address social factors that may be influencing the patients' health.

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

**TERMS**

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or November, 30, 2022 whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed thirty one thousand ninety dollars (\$31, 090) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit an invoice monthly. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
  - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency 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 Agency enforceable in accordance with its terms.

- B. *County Representations and Warranties*: County represents and warrants to Agency 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.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**6. Termination.**

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency 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 Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**7. Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, 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 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.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency 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 arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance.** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.

9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. Apryl Herron or their designee will act as liaison for the County.

**Contact Information:**

503-742-5343 - [AprylHer@clackamas.us](mailto:AprylHer@clackamas.us)

Josh Santos or their designee will act as liaison for the Agency.

**Contact Information:**

503 747-2777 Office - 503-504-3804 Cell - [josh.santos@clackamasfire.com](mailto:josh.santos@clackamasfire.com)

**10. General Provisions.**

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency 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. Agency, 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.** Agency 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. Agency 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, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the County's Project Manager.
- F. **Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by

Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.

- G. **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.
- H. **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.
- I. **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.
- J. **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.
- K. **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.
- L. **No Third-Party Beneficiary.** Agency 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.



- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **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.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **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.
- Q. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **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.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- U. **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**

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

**Clackamas Fire District #1**

*Nick J Browne*

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Chief Nick Browne, Fire Chief

12/15/21

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\\lion\CommunityHealthShare\Admin\CONTRACTS\PUBLIC HEALTH\Expense\Clackamas Fire District #1\Project Hope\FY21-22\Contract\H3SPHClackamasFireDistrict#110459.docx

## Exhibit A

### SCOPE OF WORK

The Community Paramedic role will provide crucial follow-up visits to overdose survivors after the emergency medical phase of the call ends. After an assessment is completed, Community Paramedics will address immediate needs including housing, harm reduction and healthcare. A warm-hand off will then be made to the Peer Recovery Mentor and Case Manager to provide longer term community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services). The Peer Recovery Mentor, contracted through the Mental Health and Addiction Association of Oregon (MHA AO) offers lived experience, and supports participants by walking with them through the hardships of recovery, and making connections to critical services. The Clackamas County Health Centers Case Manager will address the various needs of participants, will work to coordinate care via a treatment plan, and will assist with communications between community partners. Together the team will offer wrap-around support to prevent future substance use and potential overdose.

A key element of this project is to include harm reduction efforts through the distribution of naloxone kits and delivery of harm reduction messages to opioid users. Patients, and where applicable, family members will be trained on naloxone use and opioid overdose prevention strategies. To expand upon a population health-based model, Community Paramedics and Peer Mentors will encourage patients to promote overdose prevention messages and distribute naloxone kits through drug-using and social networks and will provide naloxone refills and provide continued follow-up as needed.

#### Scope of Work

A. AGENCY agrees to:

1. Provide a .20 FTE Community Paramedic to perform the following:
  - a. Provide crucial follow-up visits to overdose survivors
  - b. Assess for immediate individual needs and provide community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services)
  - c. Work with patients to establish a longer-term plan to prevent future substance use and potential repeat overdose.
  - d. Distribute naloxone kits and delivery of harm reduction messages to opioid users.
  - e. Train patients, and where applicable, family members on naloxone use and opioid overdose prevention strategies.
  - f. Collect and report the following data to Clackamas County Public Health as part of the pilot project:
    - i. Number of overdose survivors who receive follow-up by a community paramedic
    - ii. Number of patients who are referred to treatment, peer support, housing, primary care, and employment
    - iii. Type of treatment patient is referred to
    - iv. Number of naloxone kits distributed



## Clackamas County Subrecipient vs. Contractor Determination Checklist

*Has Clackamas County been designated by the awarding entity as a contractor on this funding? If yes, **STOP**--your issuance is a subcontract, not a subrecipient agreement. Contact the Procurement Division for instructions on awarding subcontracts.*

<b>Project Name:</b> Project Hope - Clackamas Fire District #1 (Community Paramedic Opioid Overdose project)	
<b>Sub Agreement Period:</b> upon signature-11/30/22	<b>Grant (Revenue) Award Period:</b> 12/01/2021-11/30/2022
<b>Funding Agenc(ies):</b> University of Baltimore	<b>(if applicable) CFDA #:</b> 95.0007

**Characteristics indicative of a subrecipient:**

CHECK ONE

1) Entity (not the County) determines individuals eligible to receive entity's services.

Yes or No

If the answer to question 1 is YES; STOP HERE. The entity is a subrecipient.

2) Entity performance is measured against the program objectives of the grant, fulfills the mission of the grant.

Yes or No

3) Entity has responsibility for programmatic decision making; designing and implementing the program within the parameters of the scope of work.

Yes or No

4) Entity has direct responsibility to adhere to applicable program compliance requirements.

Yes or No

5) Entity uses the funds to carry out a program provided by the entity (as compared to providing goods or services for a program of the County).

Yes or No

**Characteristics indicative of a contractor:**

1) Entity provides the goods and services within entity's normal business operations.

Yes or No

2) Entity provides similar goods or services to many different purchasers.

Yes or No

3) Entity operates in a competitive environment; similar to that of private industry.

Yes or No

4) Entity provides goods or services that support the County's operation of the program.

Yes or No

5) Entity is not subject to compliance requirements of the program. The County is responsible for these.

Yes or No

**Final Determination (CHECK ONE):**  Subrecipient or  Contractor

**Brief narrative justifying determination:**

Though the program was developed jointly, County is responsible for decisions and reporting to the funding agency. Data is collected from multiple entities with Clackamas County. identifies overdose clients. Vendor then provides follow-up.

**Panel Members:**

Apryl Herron \_\_\_\_\_

Matt Westbrook \_\_\_\_\_

Bill Conway \_\_\_\_\_

Jeanne Weber \_\_\_\_\_

Karen Webb \_\_\_\_\_

Sherry Olson \_\_\_\_\_

**Program Manager (or responsible party)**  
Signature: Armando Jimenez

**Department/Division Manager Signature:**  
Philip Mason-Joyner

**Department Fiscal Representative**  
Signature: Sherry Olson

Armando Jimenez Digitally signed by Armando Jimenez  
Date: 2021.12.14 16:05:02 -08'00'

Philip Mason-Joyner Digitally signed by Philip Mason-Joyner  
Date: 2021.12.15 10:36:47 -08'00'

Sherry L. Olson Digitally signed by Sherry L. Olson  
Date: 2021.12.15 12:41:34 -08'00'

## **Subrecipient and Contractor Definitions**

### **Subrecipient definition/characteristics:**

A subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a grant program; but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other awards directly from the same awarding agency.

Characteristics which support the classification as a subrecipient is when the entity:

- \* Determines who is eligible to receive what assistance;  
Example: Organization determines whether a potential customer meets a program's eligibility requirements for assistance under that program
- \* Has it's performance measured in relation to whether objectives of the program were met;  
Example: Awarding entity holds the organization responsible for meeting performance targets that are tied to program objectives
- \* Has responsibility for programmatic decision making;  
Example: Awarding entity requires organization to submit regular oral or written progress reports relating to program objectives.
- \* Organization has latitude to make decisions within terms of agreement  
Example: Organization makes policy and operational decisions governing how it carries out a program
- \* Responsible for adherence to applicable program compliance requirements specified in the award; and  
Example: Awarding entity holds the organization responsible for compliance with applicable program statutes, regs, rules, policies and other guidance.
- \* Uses the funds to carry out objectives of the program for public purpose as opposed to providing goods or services for the benefit of the pass-through entity.  
Example: Organization performs all or a portion of the scope of work or objectives of the award received by the awarding entity.
- \* Organization's role requires more than dealing, distributing or selling goods or services that support a program.  
Example: Organization's programmatic involvement could be a separate scope of work and budget that must be approved by the awarding entity.
- \* Intent of the award document states something similar to "This is an award of [federal/state/local] financial assistance".

### **Contractor definition/characteristics:**

A contract is for the purpose of obtaining goods and services for the entity's own use and creates a procurement relationship with the contractor in order for the entity to administer the program.

Characteristics indicative of a procurement relationship between the entity and a contractor are when the contractor:

- \* Provides the goods and services within its normal business operations;  
Example: Organization exists for the purpose of providing a particular goods or services.  
Example: Organization receives no instruction from the awarding entity as to how the organization goes about producing the goods or services.
- \* Provides similar goods and services to many different purchasers;  
Example: Organization has its contract measured against whether it meets specific deliverables, rather than a program's performance outcomes.  
Example: Services provided are of a repetitive nature.  
Example: Goods provided are commonly available
- \* Normally operates in a competitive environment;  
Example: Organization competes with other organizations to provide a similar good or service
- \* Provides goods and services that are secondary to the operation of the program; and  
Example: Organization provides a goods/services that enables the awarding entity to operate (i.e. office supplies, janitorial services, equipment, printing).
- \* Is not subject to the original award's [if pass-through] compliance requirements as a result of the agreement.  
Example: Organization is not responsible for compliance with applicable program statutes, regulations, rules, policies or guidance.  
Example: Awarding entity does not provide the organization with technical assistance or training with regard to program requirements.
- \* Awarding entity does not monitor the organization for compliance with program requirements.  
Example: Awarding entity does not monitor the organization for compliance with program requirements.
- \* Contract agreement states something similar to "This is a purchase of goods and/or services".

### **Use of judgment in making determination:**

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract. (2 CFR 200.330 (c))

January 6, 2022

Board of County Commissioner  
Clackamas County

Members of the board:

Approval for Intergovernmental Agreement with Clackamas County Fire District #1  
for Medical Direction. Contract maximum is \$72,000.  
No County General funds are used.

<b>Purpose/Outcomes</b>	This Agreement provides the basis for a cooperative working relationship for the provision of medical direction for Clackamas County Fire District #1
<b>Dollar Amount and Fiscal Impact</b>	\$72,000 for 12 month period
<b>Funding Source</b>	Emergency Medical Services Coordination – No County General Funds are used.
<b>Duration</b>	Effective January 1, 2022 and terminates on December 31, 2022
<b>Previous Board Action</b>	Board last review and approved this on July 13, 2020 – Agenda item 071320-A3
<b>Strategic Plan Alignment</b>	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has review and approved this document on November 30, 2021 - KR
<b>Procurement Review</b>	Was this processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> This is an IGA.
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Director , 503-742-5956
<b>Contract No.</b>	10449

**Background**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of the Intergovernmental Agreement with Clackamas County Fire District #1 for Medical Direction. This Agreement provides the basis for a cooperative working relationship with Clackamas County Fire District #1 for Medical Direction such as, developing a program to ensure they meet the state requirements and to establish performance standards. This agreement will ensure that Clackamas County Fire District #1 first responders meet requirements and protocols for the provision of EMS care.

The value of this agreement is \$72,000. This agreement is effective January 1, 2021 and expires on December 31, 2021.

Page 2 Staff Report  
January 6, 2022  
#10449

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement with Clackamas Fire District for the Project Hope program.

Respectfully submitted,

*Rodney Cook*

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND CLACKAMAS COUNTY FIRE DISTRICT #1**

Contract #10449

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Clackamas County Fire District #1 ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

**RECITALS**

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

*Clackamas County Fire District #1 desires to contract with County to receive medical direction services for their Emergency Medical Program.*

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 January 1, 2022, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or December 31, 2022, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The Agency agrees to pay County a sum not to exceed seventy two thousand dollars **\$72,000** for a **12 month period**, or six thousand dollars **(\$6,000) monthly**, for accomplishing the Work required by this Agreement.
4. **Payment.** Agency agrees to pay County as stated in Exhibit A.
5. **Representations and Warranties.**
  - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency 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 Agency enforceable in accordance with its terms.
  - B. *County Representations and Warranties:* County represents and warrants to Agency 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.
  - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
6. **Termination.**
  - A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.



- B. Either the County or the Agency 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 Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The Agency may terminate this Agreement in the event the Agency fails to receive expenditure authority sufficient to allow the Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the Agency is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**7. Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, 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 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.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency 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 arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance.** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.
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A. Philip Mason-Joyner or their designee will act as liaison for the County.

**Contact Information:**

2051 Kaen Road, Suite 367, Oregon City, OR 97045  
(503) 742-5956  
[PMason@clackamas.us](mailto:PMason@clackamas.us)

Nick Browne, Fire Chief, or their designee will act as liaison for the Agency.

**Contact Information:**

11300 SE Fuller Rd, Milwaukie, OR 97222  
(503) 742-2600  
[nick.browne@clackamasfire.com](mailto:nick.browne@clackamasfire.com)

**10. General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency 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. Agency, 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.** Agency 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. Agency 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, Agency shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the District’s Project Manager.
- F. Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental

Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.

- G. **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.
- H. **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.
- I. **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.
- J. **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.
- K. **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.
- L. **No Third-Party Beneficiary.** Agency 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.

- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **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.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **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.
- Q. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **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.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

U. **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 FIRE DISTRICT #1**

  
\_\_\_\_\_  
Nick Browne, Fire Chief

12/6/21  
\_\_\_\_\_  
Date

11300 SE Fuller Rd.  
\_\_\_\_\_  
Street Address

Milwaukie, OR 97222  
\_\_\_\_\_  
City / State / Zip

(503) 747-2777 /  
\_\_\_\_\_  
Phone / Fax

\\lion\CommunityHealthShare\Admin\CONTRACTS\PUBLIC HEALTH\Revenue\Clackamas Fire District\Medical Direction\FY21-22\H3SPHClackamasCountyFireDistrict#110449.docx

**CLACKAMAS COUNTY**

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

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Date

## Exhibit A SCOPE OF WORK

### I. Purpose

- A. This Agreement provides the basis for a cooperative working relationship for the provision of medical direction for the Clackamas County Fire District #1.

### II. Scope of Cooperation

#### A. County agrees to:

1. Work with Agency to provide medical director services and to perform the services listed below.
2. Meet with Agency personnel on a mutually agreed upon schedule to develop a program to:
  - a. Ensure that Agency 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.
  - b. Evaluate each EMS Provider's skill performance annually.
  - c. Provide case reviews.
  - d. Provide round table, or other agreed upon educational activity, on a quarterly basis.
  - e. Oversee and direct training courses.
  - f. Oversee and direct a quality improvement program.
3. Oversee the maintenance, use, and documentation of all Automatic External Defibrillators (AEDs) provided for use by the Agency, in accordance with Federal and State regulations.
4. Provide contact information so that Agency personnel can contact the assigned Medical Director (or designee) in a timely manner.

#### B. Agency agrees to:

1. Meet with County personnel on a mutually agreed upon schedule to develop and maintain a program to:
  - a. Ensure that Agency 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.
  - b. Evaluate each EMS Provider's skill performance annually.
  - c. Provide case reviews.
  - d. Oversee and direct training courses.
  - e. Oversee and direct a quality improvement program.

2. Provide an EMS Coordinator to:
  - a. Coordinate training exercises and skill monitoring.
  - b. Maintain a computerized CQI database of all procedures and relevant training for all EMS providers.
  - c. Provide periodic reports to guide training efforts.
3. Agency further agrees to the following regarding the authority of the Medical Director:
  - a. The Agency will not permit its EMS Providers to practice at a level other than that approved by Medical Director.
  - b. Agency personnel will not practice under the medical direction or protocol of any physician other than the one assigned by mutual agreement with the exception of on-line medical control or direct in-person physician supervision provided during patient encounters.
  - c. As per ORS 682.245, Medical Director has the final decision with respect to the standing orders and written authorization to provide EMS care by Agency Department personnel.
  - d. Medical Director may require specific remedial action to correct deficiencies noted in the continuous quality improvement process, or identified violations of federal, state and local laws or regulations.
  - e. County is not an employer of its EMTs, and Agency acknowledges that no employment relationship exists between County and the EMTs employed by the Agency.

### III. Compensation

- A. Agency will pay to County an amount not to exceed \$72,000 for services described in Exhibit A. Payments shall be requested and made as follows:

Monthly payments of \$6,000 will be requested by invoice from County.

Payment will be made by Agency within 30 days of receipt of invoice.

- B. All checks shall be made payable to Clackamas County and mailed to the following address:

Clackamas County Public Health Division  
Attn: Sherry Olson  
2051 Kaen Road Suite 367  
Oregon City, OR 97045



January 6, 2022

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of a Non-Federal Subrecipient Grant Amendment #4 with Northwest Housing Alternatives for System Diversion, Homelessness Prevention, and Rapid Re-Housing Services in the Amount of \$60,000 Funded by the State of Oregon, Housing and Community Services Dept.  
No County General Funds

<b>Purpose/Outcomes</b>	Approval of Amendment #4, which adds funding to continue System Diversion, Homelessness Prevention, and Rapid Re-Housing Services and extends the end date of the eligible grant expenditure period by 6 months, to 12-31-21.
<b>Dollar Amount and Fiscal Impact</b>	\$60,000 increase in FY2021-2022, for a revised maximum of \$600,000. No County General Funds
<b>Funding Source</b>	State of Oregon Housing and Community Services Department, Emergency Housing Assistance (EHA) funds. No County General Funds
<b>Duration</b>	Amendment is effective upon signature, with an eligible grant expenditure period of July 1, 2021 – December 31, 2021.
<b>Previous Board Action</b>	The original agreement (3-29-2018), amendment #1 (2-28-2019), amendment #2 (11-7-2019), and amendment #3 (10-8-2020) were approved by the Board and authorized for H3S Director signature. Item at County issues: January 4, 2022.
<b>Strategic Plan Alignment</b>	1. This funding aligns with H3S’s strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
<b>Counsel Review</b>	This Non-Federal Subrecipient Grant Amendment was approved by County Counsel on 12-1-2021 by Andrew Naylor.
<b>Procurement Review</b>	1. Was the item processed through Procurement? No 2. If no, provide brief explanation: This is a grant amendment, not subject to Procurement review.
<b>Contact Person</b>	Brenda Durbin, Social Services Director (503)655-8641
<b>Contract No.</b>	H3S# 8696

**BACKGROUND:**

The Social Services Division (SSD) of the Health, Housing, and Human Services Department requests approval of Grant Amendment #4 with Northwest Housing Alternatives (NHA) for System Diversion, Homelessness Prevention, and Rapid Re-Housing Services. This agreement is funded with Emergency Housing Assistance state grant funds passed through to SSD from Oregon Housing and Community Services (OHCS). OHCS executed the County’s 21-23 Master Grant Revenue Agreement to fund this program, along with many others providing services to low income households, in August 2021. Since the agreement was executed, SSD has been working with OHCS on approval of work plans, subrecipient lists and budgets for each individual funding stream in order to be able to spend funds. EHA funds were

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

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approved and made available for spending in November, 2021 with an eligible period of expenditure beginning July 1, 2021.

This Grant Amendment was approved by County Counsel and is effective upon signature by all parties. The grant award and amendments were made under a Notice of Funding Opportunity with additional funder-approved extensions. OHCS has approved a six-month extension from the previous amendment, adding an eligible grant expenditure period of July 1, 2021 to December 31, 2021. No County General Funds are required.

**RECOMMENDATION:**

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

Respectfully submitted,

*Rodney Cook*

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

Agency Service Contract (Grant) Amendment  
Health, Housing and Human Services Department

H3S Agreement Number 8696 Board Agenda Number \_\_\_\_\_

and Date 1/6/2022

Division Social Services Amendment No. 4

Contractor Northwest Housing Alternatives, Inc.

Amendment Requested By Brenda Durbin, Director

Changes:       Scope of Services                       Grant Budget  
                     Grant Time                                       Other Special Requirements

**Justification for Amendment:**

This Amendment #4 is entered into between Northwest Housing Alternatives, Inc. (“AGENCY”) and Clackamas County (“COUNTY”) and shall become part of that Agency Service Contract grant agreement (“Agreement”) entered into between both parties on April 4, 2018.

The State of Oregon Housing and Community Services Department (OHCS) has approved extending the grant award for system diversion, homelessness prevention and rapid re-housing services.

Amendment #4 adds an eligible grant expenditure period of July 1, 2021 to December 31, 2021 and additional funds from OHCS. Maximum compensation is increased by \$60,000 for a maximum contract value of \$600,000.

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

---

**AMEND: SECTION II, COMPENSATION AND RECORDS. SUBSECTION A:**

A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I.

- a. For financial assistance on a cost reimbursement basis for all eligible costs up to a maximum compensation of \$540,000 as described in Exhibit C: Budget & Output.
- b. Amendment #3, fiscal year 19-20 and Amendment #4, fiscal year 20-21, award fund source is 19-21 Biennium Master Grant Agreement, #5084, H3S#9302 issued to County by Oregon Housing and Community Services (OHCS).

Total maximum compensation under this contract shall not exceed \$540,000.

**TO READ:**

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I.
- a. For financial assistance on a cost reimbursement basis for all eligible costs up to a maximum compensation of **\$600,000** as described in Exhibit C: Budget & Output.
  - b. **Funding for Amendment #2**, fiscal year 19-20 and Amendment **#3**, fiscal year 20-21, award fund source is 19-21 Biennium Master Grant Agreement, #5084, H3S#9302 issued to County by Oregon Housing and Community Services (OHCS).
  - c. **Funding for Amendment #4, fiscal year 21-22 award fund source is 21-23 Biennium Master Grant Agreement, #7005, H3S#10239 issued to County by Oregon Housing and Community Services (OHCS).**

Total maximum compensation under this contract shall not exceed **\$600,000**.

**AMEND EXHIBIT B, REPORTING REQUIREMENTS, SECTION B, INVOICING, to include the following:**

***Total amount billed for Homeless System Diversion and Rapid Re-housing during the eligible grant expenditure period of July 1, 2021 to December 31, 2021 shall not exceed \$60,000 based on Exhibit C.***

***Charges for eligible services incurred prior to agreement execution date, but within Amendment #4 eligible grant expenditure period, are due within 30 days of Amendment #4 execution date. COUNTY and AGENCY acknowledge and ratify that work done under Amendment #4 was completed before the date of final execution, but not earlier than July 1, 2021. COUNTY reserves any rights, claims, or causes of action that COUNTY may have with respect to work performed and ratified hereunder.***

***Subject to availability of funds, Contract Administrator or Program Manager may, in their sole discretion, approve acceptance of invoices after deadline under special circumstances.***

**AMEND EXHIBIT C, BUDGET & OUTPUT, SECTION A, BUDGET:**

A. BUDGET

Total maximum compensation under this contract shall not exceed \$540,000.

COUNTY will pay AGENCY on a cost-reimbursement basis for all eligible costs with payments to be made as outlined in Exhibit A, B, & C, up to a maximum compensation of \$540,000 EHA funds as follows:

**Northwest Housing Alternatives**

*H3S Agreement # 8696 – Amendment #4*

Page 3 of 9

Eligible costs applied to original contract term for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from March 29, 2018 to June 30, 2019 and shall not exceed \$240,000. Payment shall be full compensation for work performed for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Eligible costs applied to amendment #1 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from January 1, 2019 to June 30, 2019. Payment shall be full compensation for work performed for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Eligible costs applied to amendment #2 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2019 to June 30, 2020. Payment shall be full compensation for work performed for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Administration is allowed, and shall be billed monthly, not to exceed 5% of total monthly charges (based on participant rent and deposits, other eligible client assistance, and personnel & mileage) on invoice submittals and not to exceed a total amount of \$6,000 in the July 1, 2019 to June 30, 2020 amendment #2 terms and a total amount of \$6,000 in the July 1, 2020 to June 30, 2021 amendment #3 term. Administration is not in addition to grant award.

Eligible costs applied to amendment #3 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2020 to June 30, 2021, and total amount billed shall not exceed \$120,000.

Administration and Personnel costs shall not be billed without associated client services, but shall be billed each month during the contract term to reflect the monthly time spent serving clients and include associated client support expenses.

Budget spend down requirement. All grant funds, with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rates prescribed below.

Minimum Spending Targets for July 1, 2019 to June 30, 2020:

- By September 30, 2019, at least 10% of the funding must be spent
- By December 31, 2019 at least 35% of the funding must be spent
- By March 31, 2020, at least 70% of the funding must be spent
- By May 15, 2020, at least 90% of the funding must be spent.

Minimum Spending Targets for July 1, 2020 to June 30, 2021:

- By September 30, 2020, at least 10% of the funding must be spent
- By December 31, 2020, at least 35% of the funding must be spent
- By March 31, 2021, at least 70% of the funding must be spent
- By May 15, 2021, at least 90% of the funding must be spent.

Any spending below the rates above is subject to rescission of the program funds which may be reallocated by COUNTY. When spending is below the threshold described above, and prior to funding rescission, COUNTY and AGENCY will commit to collaborating to find solutions that resolve the issues.

Withholding of Funds. COUNTY may withhold any and all undisbursed grant funds from AGENCY if COUNTY, in its sole discretion, determines that AGENCY has failed to timely satisfy any material obligation arising under this Agreement, including Program & Reporting Requirements. AGENCY obligations include, but are not limited to providing complete, accurate, and timely reports satisfactory to COUNTY about its performance under this Agreement as well as timely satisfying all Program and Reporting Requirements, including timely provision of additional information or explanation of Work costs or performance as may be requested. COUNTY also may withhold any and all requested grant funds from AGENCY if COUNTY, in its sole discretion, determines that the rate or scale of requests of funds in any expenditure category deviates from approved budget or is unsubstantiated by required and related back up documentation.

## **TO READ:**

### **A. BUDGET**

Total maximum compensation under this contract shall not exceed **\$600,000**.

COUNTY will pay AGENCY on a cost-reimbursement basis for all eligible costs with payments to be made as outlined in Exhibit A, B, & C, up to a maximum compensation of **\$600,000** EHA funds as follows:

Eligible costs applied to original contract term for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from March 29, 2018 to June 30, 2019 and shall not exceed \$240,000. Payment shall be full compensation for work performed for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Eligible costs applied to amendment #1 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from January 1, 2019 to June 30, 2019. Payment shall be full compensation for work performed for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Eligible costs applied to amendment #2 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2019 to June 30, 2020. Payment shall be full compensation for work performed for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Administration is allowed, and shall be billed monthly, not to exceed 5% of total monthly charges (based on participant rent and deposits, other eligible client assistance, and personnel & mileage) on invoice submittals and not to exceed a total amount of \$6,000 in the July 1, 2019 to June 30, 2020 amendment #2 terms and a total amount of \$6,000 in the July 1, 2020 to June 30, 2021 amendment #3 term. Administration is not in addition to grant award.

Eligible costs applied to amendment #3 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2020 to June 30, 2021, and total amount billed shall not exceed \$120,000.

***Eligible costs applied to Amendment #4 award shall not exceed \$60,000 for System Diversion, Homelessness Prevention, and Rapid Re-Housing and shall be from the eligible grant expenditure period of July 1, 2021 to December 31, 2021.***

***Eligible administrative expenses for Amendment #4 shall not exceed \$2,850 in the July 1, 2021 to December 31, 2021 eligible grant expenditure period.***

Administration is not in addition to grant award.

Administration and Personnel costs shall not be billed without associated client services, but shall be billed each month during the contract term to reflect the monthly time spent serving clients and include associated client support expenses.

Budget spend down requirement. All grant funds, with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rates prescribed below.

Minimum Spending Targets for July 1, 2019 to June 30, 2020:

- By September 30, 2019, at least 10% of the funding must be spent
- By December 31, 2019 at least 35% of the funding must be spent
- By March 31, 2020, at least 70% of the funding must be spent
- By May 15, 2020, at least 90% of the funding must be spent.

Minimum Spending Targets for July 1, 2020 to June 30, 2021:

- By September 30, 2020, at least 10% of the funding must be spent
- By December 31, 2020, at least 35% of the funding must be spent
- By March 31, 2021, at least 70% of the funding must be spent
- By May 15, 2021, at least 90% of the funding must be spent.

***Minimum Spending Target for July 1, 2021 to December 31, 2021:  
By December 15, 2021, at least 90% of the funding must be spent***

Any spending below the rates above is subject to rescission of the program funds which may be reallocated by COUNTY. When spending is below the threshold described above, and prior to funding rescission, COUNTY and AGENCY will commit to collaborating to find solutions that resolve the issues.

Withholding of Funds. COUNTY may withhold any and all undisbursed grant funds from AGENCY if COUNTY, in its sole discretion, determines that AGENCY has failed to timely satisfy any material obligation arising under this Agreement, including Program & Reporting Requirements. AGENCY obligations include, but are not limited to providing complete, accurate, and timely reports satisfactory to COUNTY about its performance under this Agreement as well as timely satisfying all Program and Reporting Requirements, including timely provision of additional information or explanation of Work costs or performance as may be requested. COUNTY also may withhold any and all requested grant funds from AGENCY if COUNTY, in its sole discretion, determines that the rate or scale of requests of funds in any expenditure category deviates from approved budget or is unsubstantiated by required and related back up documentation.

***Eligible Expenditure Period Budget July 1, 2021 to December 31, 2021:***

***COUNTY may, in its sole discretion, approve adjustments to all encumbrance lines and budget categories.***

***AGENCY may make adjustments to AGENCY's budget for this Amendment #4 within the Homelessness System Diversion or Rapid Re-Housing elements as follows and without prior approval from COUNTY:***

- ***Adjust up to 10% between 'participant rent and deposits' and 'other eligible client assistance' lines.***
- ***Personnel and mileage categories may be reduced and the corresponding amount applied to increase 'participant rent and deposits' and 'other eligible client assistance' lines.***



**Budget and Output Template**  
**System Diversion, Homelessness Prevention, and Rapid Re-housing**  
Estimated Project Period: 7/1/2021 - 12/31/2021

*Proposed Project Budget and Output Detail*

Allowable Costs by Element	Amount Requested	Projected Households Served
<b>Homeless System Diversion</b>		<b>5</b>
<b>Direct Service</b>		
Participant rent and deposits	\$11,880.50	
Other eligible client assistance	\$1,241.00	
Personnel & mileage	\$6,015.50	
Subtotal	\$19,137.00	
Personnel FTE - enter number of full-time employees	2	
<b>Homelessness Rapid Re-Housing*</b>		<b>7</b>
<b>Direct Service</b>		
Participant rent and deposits	\$21,570.00	
Other eligible client assistance	\$2,758.50	
Personnel & mileage (up to 25% of total)	\$13,684.50	
Subtotal	\$38,013.00	
Personnel FTE - enter number of full-time employees	2	
<b>Grand total</b>	<b>\$57,150.00</b>	
Admin	\$2,850.00	
<b>Total w/ Admin</b>	<b>\$60,000.00</b>	

**AMEND EXHIBIT C, SECTION C, OUTCOMES/PERFORMANCE MEASURES, to add the following:**

***During the Amendment #4 eligible grant expenditure period, July 1, 2021 to December 31, 2021, approximately 7 households will be served with Homelessness Prevention funds.***

***During the Amendment #4 eligible grant expenditure period, July 1, 2021 to December 31, 2021, approximately 5 households will be served with Homeless System Diversion funds.***

**AMEND EXHIBIT D, SPECIAL REQUIREMENTS, to add the following:**

**9. Under Amendment #4, AGENCY will comply with COUNTY'S 21-23 Biennium Master Grant Agreement, #7005, H3S#10239, issued to COUNTY by Oregon Housing and Community Services (OHCS), the State Homeless Funds Program Operations Manual, published date: July 1, 2020, and all amended versions released by OHCS as applicable.**

**All highlighted terms and conditions in the Master Grant Agreement, and Master Grant Agreement Exhibits J, K, L, M, and N, attached hereto and incorporated by this reference herein, are hereby incorporated into this Agreement. AGENCY will comply with the highlighted terms and conditions in the Exhibits as if AGENCY were the Subgrantee's (COUNTY'S) Subrecipient under that agreement, as well as any other term or condition set forth in the aforementioned Exhibits as may be required by OHCS:**

- **2021-23 Master Grant Agreement**
- **2021-23 Master Grant Agreement, Exhibit J, Definitions**
- **2021-23 Master Grant Agreement Exhibit K: Standard Terms & Conditions**
- **2021-23 Master Grant Agreement Exhibit L: Special Provisions**
- **2021-23 Master Grant Agreement Exhibit M, Program Element, General Terms and Conditions**
- **2021-23 Master Grant Agreement Exhibit N, Program Element PE 03, Emergency Housing Assistance (EHA)**

**SIGNATURE PAGE TO FOLLOW**



## **MASTER GRANT AGREEMENT 21-23 #7005**

### **INTRODUCTION**

This **2021-23 Master Grant Agreement #7005** (this “Agreement” or “MGA”) is entered into by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, together with its successors and assigns hereinafter referred to collectively as “OHCS” or “Department” and **Clackamas County, acting by and through its Health, Housing and Human Services Department**, hereinafter referred to as “Subgrantee”.

### **RECITALS**

- A. Oregon Revised Statute (“ORS”) chapters 456 and 458 authorize the Department to collaborate and cooperate with the community action agency network in providing community services programs in the state as a delivery system for federal and state antipoverty programs to promote outreach, communication, advancement, and related community services with respect to Department programs.
- B. ORS chapters 456 and 458 authorize the Department to receive and disburse funds made available for these purposes;
- C. Subgrantee has established and proposes, during the term of this Agreement, to operate or contract for the operation of the Departments programs in accordance with the federal and state regulations, rules, policies and procedures of the Department;

### **AGREEMENT**

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. **Incorporation of Recitals.** The foregoing Recitals, the Implementation Report (as later defined), the Notice or Notices of Allocation (NOAs) (as later defined), and the Exhibits hereto are incorporated into this Agreement by reference, except that the Recitals, the Implementation Report, the NOAs, and the Exhibits do not modify this Agreement’s express provisions.
2. **Effective Date and Duration.** When all parties hereto have executed this Agreement, and all necessary approvals have been obtained (the “Executed Date”), this Agreement is effective and has a funding start date of **July 1, 2021** (the “Effective Date”). Unless terminated earlier in accordance with its terms, or extended for time with a written amendment, this Agreement shall terminate on **June 30, 2023**.
3. **Consideration.** While there is no guarantee of funding under this Agreement, it authorizes OHCS to provide grant funding to subgrantee up to an amount not to exceed **\$31,747,027.00** (the “Grant Funds”). The grant funds available to Subgrantee through OHCS are contingent on OHCS receiving federal awards, state funds, and limitation. These grant funds may be allocated by OHCS to Subgrantee upon availability to OHCS through the Notice of Allocation process, as later defined in this Agreement. Allocations will be made by OHCS in accordance with applicable Program periods, funding formulas, or otherwise as applicable.
4. **Grant Managers.**
  - 4.1. OHCS Grant Managers:

Mike Savara, Assistant Director of Homeless Services  
725 Summer Street NE, Suite B  
Salem, OR 97301  
Phone: (503) 931-5944  
Email: [Mike.Savara@oregon.gov](mailto:Mike.Savara@oregon.gov)

Laura Lien, Assistant Director of Homeless Services  
725 Summer Street NE, Suite B  
Salem, OR 97301

## **MASTER GRANT AGREEMENT 21-23 #7005**

Phone: (503) 580-9335

Email: [Laura.Lien@oregon.gov](mailto:Laura.Lien@oregon.gov)

Tim Zimmer, Assistant Director of Energy and Weatherization Services

725 Summer Street NE, Suite B

Salem, OR 97301

Phone: (503) 986-2067

Email: [Tim.Zimmer@oregon.gov](mailto:Tim.Zimmer@oregon.gov)

4 2. Subgrantee's Grant Manager is:

Jessica Diridoni

2051 Kaen Rd, PO Box 2950

Oregon City, OR 97045

Phone: (503) 894-0968

Email: [JDiridoni@clackamas.us](mailto:JDiridoni@clackamas.us)

5. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents that are listed in descending order of precedence:

- This Agreement less all Exhibits and Attachments
- Exhibit A – Definitions;
  - Implementation Report Attachments (as applicable)
  - Program Elements (as applicable)
- Exhibit B - Standard Terms and Conditions
- Exhibit C – Special Provisions
- Exhibit D - Federal Assurances
- Exhibit E - Oregon State Historic Preservation Office Agreement

All of the foregoing Exhibits are attached hereto and incorporated herein by this reference

6. **DIVERSITY, EQUITY AND INCLUSION.** Building Community Action Agency organizational capacity to provide inclusive services to diverse constituencies is a first step to ensure equitable and culturally responsive services for all Oregonians in need. OHCS and subgrantee commit to intentional, data driven approach to reduce disparities in housing and social service provision. OHCS commits to creating a system to analyze OHCS-funded programs and remove identified barriers to accessing opportunities within those programs.

7. **CERTIFICATIONS AND SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE.**

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF SUBGRANTEE.

The undersigned certifies under penalty of perjury both individually and on behalf of Subgrantee that:

A. The undersigned is a duly authorized representative of Subgrantee, has been authorized by Subgrantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subgrantee;

B. By signature on this Agreement for Subgrantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subgrantee and that Subgrantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;

C. To the best of the undersigned's knowledge, Subgrantee has not discriminated against and will not discriminate

## **MASTER GRANT AGREEMENT 21-23 #7005**

against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

D. Subgrantee and Subgrantee's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>;

E. Subgrantee has sufficient staffing and operation capacity to expend the Grant Funds;

F. Subgrantee acknowledges that OHCS reserves the right to reduce Subgrantee funding as it determines to be appropriate in its sole discretion and redistribute such funds to other eligible providers with the goal of minimizing service disruption and ensure funds are utilized; and

G. Subgrantee is bound by and will comply, and require its subrecipients to comply, with all federal, state, and local laws, regulations, requirements, terms and conditions contained in and as applicable to this Agreement.

*[Signature Page Follows]*

**MASTER GRANT AGREEMENT 21-23 #7005**

**SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBGRANTEE HAS READ THE AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

Authorized Signature:  Date: 8/5/2021

Name (Print): Tootie Smith Title: Board Chair

Telephone Number: 503-655-8581 E-Mail Address: bcc@clackamas.us

DUNS #: 096992656

Fiscal Contact Name (Print): Jennifer Snook Title: Management Analyst Senior

E-Mail Address: Jennifersno@clackamas.us Phone #: 503-655-8760

**8. SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE.**

State of Oregon acting by and through its  
Housing and Community Services Department  
725 Summer Street NE Suite B, Salem, OR 97301

Authorized Signature:  Andrea Bell 8/9/2021  
Margaret Solle Salazar, Director or designee Date

**DEPARTMENT OF JUSTICE**

Approved for Legal Sufficiency by: Hannah P. Fenley, pursuant to OAR 137-045-0015(3), June 16, 2021

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**2021-2023 MASTER GRANT AGREEMENT****Exhibit A, Definitions****July 1, 2021****Definitions**

Certain words and phrases in this agreement, including but not limited to the, applicable Program Element have the meanings provided herein, as stated in federal, state, local laws, regulations, and rules or as otherwise provided by OHCS, unless the context clearly requires otherwise:

<b>Word/Phrase</b>	<b>Program Applicability:</b>	<b>Meaning</b>
“Allocation”	All Programs	Means an amount of funding made available to a CAA to be used for a specific purpose.
“Allowable Cost”	All Programs	Means the costs described in the 2 CFR Subtitle B with guidance at 2 CFR Part 200, except to the extent such costs are limited or excluded by other provisions of the Agreement, whether in the applicable NOAs, Program Elements, or otherwise.
“Applicant”	All Programs	Means any person who applies to receive program benefits.
“ASHRAE”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means the American Society of Heating, Refrigerating, and Air-Conditioning Engineers.
“Assurance 16 funds”	LIHEAP	Means the portion of LIHEAP funds used by states to provide services, including needs assessments, counseling, and assistance with energy vendors, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance.
“Baseload services”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means any measure that reduces non- heating and cooling costs. These measures can include, but are not limited to, energy efficient lighting, water saving devices, and high efficiency water heaters.
“Client”	All Programs	Means, with respect to a particular Program Element, any individual who is receiving those program services for or through the Subgrantee.
“Committed”	All Programs	Means an amount of funding reserved for specific client or project that subgrantee believes, in their best judgement, will be spent but hasn’t been requested from OHCS.
“Crisis assistance”	LIHEAP, OEAP	Means the assistance provided to low-income households for crisis situations such as supply shortages, loss of Household heating or cooling or other situations approved by OHCS as described in the LIHEAP state plan and the energy assistance operations manual.
“Crisis assistance”	EAS-CRF	Means the bill payment assistance provided to low-income households for crisis situations such as supply shortages or other situations as described in the energy assistance operations manual.



"Culturally Specific Organization"	All Programs	Means an entity that provides services to a cultural community and the entity has the following characteristics: (a) Majority of members and/or clients are from a particular community of color; (b) Organizational environment is culturally focused and the community being served recognizes it as a culturally-specific entity that provides culturally and linguistically responsive services; (c) Majority of staff are from the community being served, and the majority of the leadership (defined to collectively include board members and management positions) are from the community being served; (d) The entity has a track record of successful community engagement and involvement with the community being served; and (e) The community being served recognizes the entity as advancing the best interests of the community and engaging in policy advocacy on behalf of the community being served.
"Deferral"	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means deferring a project that is either structurally unsound or has safety hazards that cannot be addressed under the scope of the program. The project is deferred until the necessary repairs can be completed.
"Department" or "OHCS"	All Programs	Means the Housing and Community Services Department for the state of Oregon.
"DHS"	HSP	Means the Department of Human Services for the state of Oregon.
"Disallowance of Costs"	All Programs	Means money disbursed to Subgrantee by Department under this Agreement and expended by Subgrantee that: a. Is identified by the Federal Government as an improper use of federal funds, a federal notice of disallowance, or otherwise; or b. Is identified by the Department as expended in a manner other than that permitted by this Agreement; or c. Is identified by the Department of expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
"DOE"	BPA WAP, DOE WAP, LIHEAP	Means the Federal Department of Energy.
"Elderly Household"	ERA	Means an individual living alone, a family with or without children, or a group of individuals who are living together as one economic unit, where at least one member of the household is age 58 or older.

“Eligible dependent child”	HSP	Means an unmarried or separated individual who is either under the age of eighteen (18) years OR is under nineteen (19) years and a full-time student OR is a minor parent OR an unborn child.
“Eligible family household”	HSP	Means a low-income household with an eligible dependent child or children, including a single pregnant woman in the month of her due date, living together as one economic unit.
“Emergency shelter”	EHA, ESG, SHAP, ESG-CV	Means any appropriate facility that has the primary use of providing temporary or transitional shelter for the homeless in general or for specific populations of the homeless and the use of which does not require occupants to sign leases or occupancy agreements.
“Energy education”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means the activities and instruction designed to help low-income clients make informed decisions to effectively reduce energy consumption.
“Expenditure Period”	All Programs	Means the time period in which the funds are intended to be used.
“Express Enrollment”	EAS-CRF	Means if an applicant household includes one person enrolled in one of the specified programs and provides documentation of their current enrollment in said program, the household will be eligible for this energy assistance stability program.
“Extremely low income”	EHA, ERA, ESG, HTBA, SHAP	Means an annual household income that is at or less than 30% of area median income based on HUD determined guidelines, adjusted for family size.
“Equipment”	All Programs	Means tangible personal property (including information technology systems) having a useful life of more than one year, and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by subgrantee, or as defined in 2 CFR 200.33.
“Funding agreement” or “Agreement”	All Programs	Means the master grant agreement or other written agreement, together with all incorporated documents and references, to be executed by and between the department and the subgrantee agency in form and substance satisfactory to the department, as a condition precedent for receipt of program funding from the department.
“Funding application”	All Programs	Means the subgrantee agency’s application to the department for a program grant.
“HHS”	CSBG, HSP, LIHEAP, LIHEAP WX	Means U.S. Department of Health and Human Services.
“HMIS”	CSBG, EHA, ERA, ESG, HSP, HTBA, SHAP, C19-RENTAL RELIEF (CARES ACT), ESG-CV	Means Homeless Management Information System.
“HOME”	HTBA	Means HUD’s HOME Investment Partnerships Program established by the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. § 12701 et seq.

“Home energy supplier”	LIHEAP	Means a supplier who either delivers home energy in bulk to households or provides home energy continuously via wire or pipe.
“Home energy supplier”	OEAP	Means Portland General Electric and Pacific Power utility vendors.
“Home energy supplier”	EAS-CRF	Means any electric or natural gas utility.
“Homeless”	EHA, ERA, ESG, HSP, SHAP, ESG-CV	Means an individual, family or household that lacks a fixed, regular, and/or adequate nighttime residence in accordance with department categorical definitions. Categorical definitions are contained in the program manual.
“Household”	CSBG, EHA, ESG, HTBA, , SHAP, ESG-CV	Means an individual living alone, a family with or without children or a group of individuals who are living together as one economic unit.
“Household”	LIHEAP, OEAP, EAS-CRF	Means any individual residing alone or groups of individuals who are living together as one economic unit and purchase residential energy in common.
“Housing”	HTBA	Means rental unit, which may be in a rental complex or a free-standing single-family home. It also includes, but is not limited to, rental manufactured housing and manufactured housing lots, permanent housing for disabled homeless persons, transitional housing and single room occupancy housing. Housing does not include emergency shelters (including domestic violence shelters) or facilities, correctional facilities and student dormitories.
“Implementation Report”	All Programs	Means the Subgrantee’s OHCS-approved implementation plan for the use of program funds with respect to applicable program elements. Implementation Reports may be submitted by the Subgrantee and approved by OHCS after the Effective Date of this Agreement at OHCS’s discretion.
“Income”	All Programs	Means the total household income from all sources before taxes, which may be reduced by deductions allowed by the department in compliance with program requirements. Income does not include assets or funds over which the applicant or household has no control.
“Low-income household”	CSBG	Means a household with an annual household income at or less than 200% of the federal poverty guidelines or the maximum as assigned by HHS-ACF-OCS.
“Low-income household”	EHA, ERA, ESG, HTBA, SHAP, ESG-CV	Means a household with an annual household income that is more than 50%, but below 80% of the area median income based on HUD determined guidelines, as adjusted for family size.
“Low-income household”	HSP	Means household with an annual income that is at or below 250% of the federal poverty guidelines and which household assets do not exceed \$2,500.
“Low-income household”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means a household with income that is at or below 200% of the federal poverty level.

“Low-income household”	LIHEAP, OEAP	Means a household with income that is at or below 60% of state median income.
“Low-income household”	C19-RENTAL RELIEF (CARES ACT); EAS-CRF	Means a household with income that is at or below 80% of area median income.
“Maintenance of effort”	HSP	Means DHS allowable nonfederal cash and in-kind contributions used to supplement program services in an amount that equals the subgrantee agency’s program allocation as defined in the program manual and approved by the department.
“Migrant and seasonal farmworker organization”	CSBG	Means a private nonprofit organization organized under ORS chapter 65 that serves migrant and seasonal farmworkers and their families.
“NOA”	All Programs	Means Notice of Allocation which is issued by the Department to subgrantee to award, distribute, or recapture grant funds under this Agreement as they are requested, come available, or are revoked under a program.
“Participant”	All Programs	Means a household who receives program services.
“Peer exchange”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means an exchange of information between peers; usually a visit by one agency to another to review work and exchange ideas and best practices to enhance their programs.
“Program” or “Program Elements” or use of acronym to identify the program	All Programs	Means the program administered by the department pursuant to all applicable federal, state, local laws, rules and regulations.
“Program manual” or “manual”	CSBG, EHA, ERA, ESG, HSP, HTBA, SHAP, LIHEAP, OEAP, C19-RENTAL RELIEF (CARES ACT), EAS-CRF, ESG-CV	Means the program operations manual, as amended from time to time.
“Program requirements” or “legal requirements”	All Programs	Means all terms and conditions of the MGA, incorporated exhibits department directives (including deficiency notices), and including applicable, federal, state laws, rules and regulations, executive orders, applicable administrative rules and OHCS program manuals and local ordinances and codes all as amended from time to time.
“Program services”	CSBG, EHA, ERA, ESG, HSP, HTBA, SHAP, C19-RENTAL RELIEF (CARES ACT), ESG-CV	Means allowable services and activities as defined by the program laws, rules, regulations and eligible under the program.
“Projected (Advance) Expense”	All Programs	Means a payment made by the Department to the subgrantee before the subgrantee disburses the funds for program purposes.
“Poverty guideline”	CSBG, HSP	Means the simplified version of the federal (U.S. Census Bureau) poverty thresholds released annually by HHS to determine financial eligibility for the program.

“Qualified household” or “eligible household”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means any household that meets the qualifications to receive weatherization services.
“Real Property”	All Programs	Means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.
“REM/Design”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means a computerized residential modeling tool used for the purposes of determining the savings to investment ratio of a project or measure.
“Reimbursement”	All Programs	Means the subgrantee’s request for reimbursement of allowable expenses incurred and costs to carry out the delivery of the grant programs and services.
“Savings to investment ratio (SIR)”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means a comparison of the annual savings to the initial investment in a measure. An SIR of 1.0 indicates that a measure will pay for itself in energy savings over the life of the measure.
“Self-sufficiency”	CSBG, EHA, HTBA	Means meeting basic needs and achieving stability in areas including, but not limited to, housing, household income, nutrition, health care and accessing needed services.
“Subgrantee” or “sub-grantee agency” or “agency”	All Programs	Means is a qualified entity, which has demonstrated its capacity and desire to utilize Community Services program funds to administer Community Services programs in accordance with the terms and conditions of this Agreement, including applicable federal statutes and regulations, applicable State statutes, applicable OHCS and other administrative rules, manuals, and orders, as well as applicable local codes, ordinances (all of the foregoing, including as amended from time to time).
“Subaward”	All Programs	Means an award of financial assistance made under an award by the Subgrantee to an eligible subrecipient or by a subrecipient to a lower tier subrecipient.
“Subrecipient”	All Programs	Means a qualified entity that enters into a written agreement with the subgrantee, satisfactory to OHCS, to provide program services to qualified participants.
“TANF”	HSP	Means Temporary Assistance to Needy Families” grant as delivered by DHS.
“Very-low income”	EHA, ERA, HTBA, ESG-CV	Means an annual household income that is at or less than 50% of the area median income based on HUD determined guidelines adjusted for family size.
“Veteran”	EHA, C19-RENTAL RELIEF (CARES ACT)	Means a person who served in the U.S. Armed Forces and was discharged under honorable conditions or is receiving a non-service-connected pension from the U.S. Department of Veterans Affairs as further defined in ORS 408.225 and the program manual.
“Weatherization services”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means conservation measures meant to reduce heating and cooling loads. These measures may include both air infiltration reduction and thermal

		improvements such as wall, attic, and floor insulation.
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MASTER GRANT AGREEMENT 2021-2023

EXHIBIT B

STANDARD TERMS AND CONDITIONS

**I. Disbursement of Grant Funds; Allowable Costs.**

**1.1 Disbursement**

**1.1.1 Funding Availability.** Subject to the availability of sufficient monies in and from the Program funding source based on OHCS' reasonable projections of monies accruing to the Program funding source, OHCS will disburse Grant Funds to Subgrantee for the allowable Program work described in the approved Implementation Report that is undertaken during the Performance Period.

**1.1.2 Implementation Report.** OHCS' disbursement of Grant Funds to Subgrantee are contingent upon Subgrantee's prior submission to OHCS and OHCS' review and acceptance of Subgrantee's plan to execute the Program work in accordance with the applicable Program Elements (the "Implementation Report"). At OHCS's sole discretion, OHCS may disburse Grant Funds prior to the submission and approval of an Implementation Report.

**1.1.3 Notices of Allocation (NOAs).** Upon its acceptance of Subgrantee's Implementation Report, OHCS will issue through OPUS one or more Notices of Allocation (NOAs) to Subgrantee to indicate the approval of the Implementation Report. Subgrantee is subject to, and will comply with, all such NOA terms and conditions including this Agreement and the applicable Program Elements. Any NOA issued as described herein is immediately effective, is incorporated into and constitutes a part of this Agreement. Subgrantee accepts a NOA, including modifications thereto, upon undertaking performance of the Program work funded by the NOA. OHCS reserves the right in its sole discretion to modify, correct, adjust, or terminate any NOAs. OHCS' modification or termination of a NOA does not terminate OHCS' remedies with respect to Subgrantee's performance or non-performance of obligations due under this Agreement.

**1.1.4 Federal Funding Terms.** Grant Funds that are derived from federal sources are subject to the terms under which they are received. Subject to the availability of Program funds, OHCS having continued funding, appropriation, limitation, allotment, or other expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement, and conditioned upon the terms and conditions of this Agreement, OHCS will make the Grant Funds to Subgrantee up to the maximum principal amount stated in Section 3 (Consideration) of the Agreement, to perform under this Agreement. OHCS will provide Grant Funds to Subgrantee only upon approved reimbursement requests for allowable costs incurred or if allowed by OHCS to be incurred by Subgrantee consistent with the terms and conditions of this Agreement, including applicable Program Elements.

**1.1.5 Backup Documentation; Substantiation.**

**1.1.5.1** Subgrantee must provide to OHCS any information or detail regarding the expenditure of Grant Funds required under the Implementation Report and applicable Program Elements prior to disbursement or as OHCS may request.

**1.1.5.2** Subgrantee's request for Grant Funds must be supported by documentation satisfactory to OHCS, including but not limited to: properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of subrecipients, under their respective contracts with Subgrantee) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. OHCS may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

**1.1.5.3** Approval by OHCS. OHCS will only disburse Grant Funds to Subgrantee for activities completed or materials produced, that, if required by the Implementation Report or applicable Program Elements, are approved by OHCS. If OHCS determines any completed Program work is not acceptable and any deficiencies are the responsibility of Subgrantee, OHCS will prepare a detailed written description of the deficiencies within fifteen (15) days of receipt of the materials or performance of the activity and will deliver such notice to Subgrantee. Subgrantee must correct any deficiencies at no additional cost to OHCS within fifteen (15) days. Subgrantee may resubmit a request for disbursement that includes evidence satisfactory to OHCS demonstrating deficiencies were corrected.

**1.2 Conditions Precedent to Disbursement.** OHCS' obligation to disburse Grant Funds to Subgrantee under this Agreement is subject to satisfaction of each of the following conditions precedent:

**1.2.1** OHCS has received sufficient funding, appropriations, expenditure limitation, allotments, or other necessary expenditure authorizations to allow OHCS, in the exercise of its reasonable administrative discretion, to make the disbursement from the Program funding source;

**1.2.2** No default as described in Section 12 of this Exhibit B has occurred; and

**1.2.3** Subgrantee's representations and warranties set forth in Section 7 of this Exhibit B are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

**1.3 Advances and Reimbursement of Grant Funds.**

**1.3.1 Generally.** Subgrantee must request Grant Funds in such form and manner as is satisfactory to or required by OHCS. Further, in accordance with U.S. Treasury Regulations, 31 CFR Part 205, implementing the Cash Management Improvement Act, Subgrantee must limit any request for Grant Funds to the minimum amount needed to accomplish its described purposes and to time the request in accordance with the actual, immediate cash requirements of the Subgrantee in performing the Program work. Submission of proper account records showing revenue and expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant Funds requested under this Agreement.

**1.3.2 Advance of Funds (Projected).** Subgrantee may request to be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to the Subgrantee must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Subgrantee in carrying out the purposes of the grant as described in this Agreement. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Subgrantee for allowable grant direct costs and the proportionate share of any allowable indirect costs. Subgrantee must make timely payment to contractors in accordance with the contract provisions. Advance grant fund payments are at OHCS' sole discretion and will be made only as close as is administratively feasible to the actual use by the Subgrantee for applicable direct or indirect Program work costs and only up to the proportionate share of such allowable costs as is permitted under the Agreement, including applicable Program Elements.

**1.3.3 Reimbursement of Funds.** When the Subgrantee requests payment by reimbursement, reimbursement is the preferred method when the requirements in Section 1.4.2 of this Exhibit B above cannot be met. OHCS will make payment within thirty (30) calendar days upon receipt of the reimbursement request and all adequate backup documentation (to OHCS' satisfaction in its sole discretion), unless OHCS reasonably believes the request to be improper.

**1.4 Disallowance of Costs.**

**1.4.1** OHCS is not responsible nor will it pay for any costs disallowed either upon a request for funds or as a result of any audit, review, site visit, or other disallowance action by OHCS, except for costs incurred by Subgrantee solely due to the willful misconduct or gross negligence of OHCS, its employees, officers, or agents. If a cost is disallowed by OHCS after reimbursement has occurred, Subgrantee shall repay all disallowed costs to OHCS upon written notice within the time frame specified by OHCS, which in no event shall exceed thirty (30) days.

**1.4.2** If Subgrantee is a county, such disallowed costs may be recovered by OHCS only through repayment, withholding, or by other means authorized by this Agreement or as allowed at law not inconsistent with the Oregon Constitution, and particularly Article XI, Section 10 and consistent with the applicable Program Elements and specifically requirements set forth by the federal government.

**1.4.3** If Subgrantee is other than a county, OHCS may recover such disallowed costs through repayment, withholding, offset, or other means permitted under this Agreement, by law or otherwise but consistent with the applicable Program Elements and specifically requirements set forth by the federal government.

**1.4.4** Subgrantee will, and will cause its subrecipients to, cooperate with OHCS and all appropriate investigative agencies will assist in recovering invalid payments.

**1.5 Unallowable Costs and Lobbying Activities.** Subgrantee will review and comply with the applicable Program Elements and adhere to provisions on allowable costs and expenditures. Subgrantee will, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR



Part 230, 2 CFR Part 225, or otherwise, as such provisions may be modified from time to time. If Subgrantee makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs of the Grant Funds as described in the Implementation Report, applicable Program Elements, or elsewhere in this Agreement, such funds are subject to recapture and OHCS may exercise any and all remedies under this Agreement to otherwise available at law.

**1.6 No Duplicate Payments.** Subgrantee may use other funds in addition to the Grant Funds to complete the Program work; provided, however, the Subgrantee may not credit or pay any Grant Funds for Program work costs that are paid for with other funds and would result in duplicate funding. Subgrantee is provided thirty (30) days to return the duplicative payments. After thirty (30) days, if a duplicate payment has not been returned or applied to a cost not already covered by Program funding, reimbursement of the duplicate payment must be made to OHCS and shall include the entire amount of duplicate payment funds received regardless of OHCS reimbursement amounts.

**1.7 Suspension of Funding and Project.** OHCS may by written notice to Subgrantee, temporarily cease funding and require Subgrantee to stop all, or any part, of the Program work for a period of up to 180 days after the date of the notice, if OHCS has or reasonably projects that it will have insufficient funds from the Program funding source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Subgrantee must immediately cease all Program work, or if that is impossible, must take all necessary steps to minimize the Program work.

If OHCS subsequently projects that it will have sufficient funds, OHCS will notify Subgrantee that it may resume activities. If sufficient funds do not become available, Subgrantee and OHCS will work together to amend this Agreement and any applicable NOAs to revise the amount of Grant Funds and Program work to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, OHCS will either (i) cancel or modify its cessation order by a supplemental written notice, or (ii) terminate this Agreement as permitted by either the termination at OHCS' discretion or for cause provisions of this Agreement.

## **2. Nonexclusive Remedies Related to Funding.**

**2.1 Spending Down and Reallocation Policy.** All Grant Funds with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rate prescribed below (as tracked through the OPUS "Award Summary" report).

### **2.1.1 Minimum Spending Targets:**

- At 25% through expenditure period, at least 10% of the funding must be spent
- At 50% through expenditure period, at least 25% of the funding must be spent
- At 75% through expenditure period, at least 65% of the funding must be spent
- At 90% through expenditure period, at least 90% of the funding must be spent

Any spending below these targets will be evaluated against the Subgrantee's time-bound expenditure plan (which outlines the Subgrantee's flexible spend rate) as approved by and on file with OHCS. Any spending below these stated rates is subject to rescission of Grant Funds. Any amount of funding greater than 10% of a funding source's total allocation or a combined total of \$100,000 that is subject to rescission will trigger Community Action Agency (CAA) Board Notification.

**2.2 OHCS and Subgrantee Collaboration to Cure.** When spending is below the thresholds described above, and prior to funding rescission, OHCS and Subgrantee agree to collaborate to find solutions that resolve the issues, provided it is within OHCS' control (in its sole discretion) to adjust to meet Subgrantee's needs and does not conflict with federal law. OHCS will allow proposals from subgrantee to cure spending issues and prevent funding rescission. Subgrantee will have 30 days to modify Implementation Reports and update the flexible spend rate in the time-bound expenditure plans to demonstrate how compliance with spending targets will be achieved.

### **2.3 Subgrantee Board and Housing Stability Council Notification Protocols.**

**2.3.1 Board Notification.** OHCS will notify Subgrantee's Board Chair and Subgrantee's Executive Director about the potential funding rescission. This notice will occur after modified Implementation Reports have been approved and only if the updated spending targets remain unmet. A final time-bound expenditure plan must be submitted to OHCS with a final Implementation Report by the Subgrantee's Executive Director within thirty (30) days of OHCS's notice to Subgrantee's board.

**2.3.2 Housing Stability Council Notification.** If all efforts to retain funding in Subgrantee's intended community fail, a report to the Housing Stability Council will be generated which outlines the facts and circumstances associated with the funding rescission.

**2.4 Withholding, Retention, and Redistribution of Grant Funds.**

**2.4.1 Withholding.** OHCS may withhold any and all undisbursed Grant Funds from Subgrantee if OHCS determines, in its sole discretion, that Subgrantee has failed to timely satisfy any material obligation arising under this Agreement, including but not limited to compliance with the applicable Program Elements, providing complete, accurate and timely reports in a form satisfactory to OHCS, or if OHCS determines that the rate or scale of request for Grant Funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.

**2.4.2 Retention or Redistribution of Grant Funds.**

**2.4.2.1 Due to Non-Timely Use.** If Grant Funds are not obligated for reimbursement by Subgrantee in a timely manner as determined by OHCS at its sole discretion, OHCS may in its sole discretion, reduce Subgrantee's Grant Funds and redistribute Grant Funds to other subgrantees or retain such funds for other OHCS use, within applicable state and federal law. OHCS may implement adjustments pursuant to this subsection by modifying the applicable NOA(s). This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

**2.4.2.2 Due to Substantial Difference.** If the rate of request for any expenditure or cost category is substantially different (as determined by OHCS in its sole discretion) that in OHCS-approved budget submissions, including applicable NOAs, OHCS has sole discretion to reduce and redistribute or retain any and all funds otherwise available to Subgrantee under this Agreement. OHCS may implement adjustments pursuant to this subsection by modifying the applicable NOA. This remedy is in addition to any other remedies available to OHCS under this Agreement.

**2.4.3 Repayment of Excess Disbursed Funds.**

**2.4.3.1 Due to Modified NOA.** If Grant Funds previously disbursed by OHCS to Subgrantee exceed a relevant modified NOA amount and remain unexpended by Subgrantee, Subgrantee shall not expend any such excess Grant Funds. Subgrantee, instead shall return any remaining unexpended Grant Funds in excess of the modified NOA to OHCS within thirty (30) calendar days of the modified NOA unless another use of such funds is authorized in writing by OHCS. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

**2.4.3.2 Due to Overpayment.** If OHCS makes overpayment of Grant Funds to Subgrantee in response to one or more funds requests, whether or not the underlying request(s) were inaccurate, Subgrantee shall repay such overpayment within thirty (30) calendar days of its discovery by Subgrantee or upon notice by OHCS, unless OHCS in writing designates an earlier time for repayment or authorizes another use by Subgrantee of such overpayment. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

**2.4.3.3 Return of Unexpended Funds.** Within thirty (30) days following the end of the Performance Period or Termination of this Agreement, Subgrantee must return to OHCS all unexpended Grant Funds, unless required earlier in accordance with the applicable Program Elements.

**3. Rollover Funds From a Prior Grant Agreement.**

**3.1** Subject to funding restrictions, Subgrantee may request in writing that financial assistance allocated, but not expended under a prior Master Grant Agreement, be allocated under this Agreement as an award of "rollover" grant funds.

**3.2** Subject to funding restrictions, OHCS may, at its sole and absolute discretion, approve any award of rollover grant funds. Any rollover grant funds shall be subject to all terms and conditions of this Agreement and shall be subject to such terms and conditions of the prior Master Grant Agreement as OHCS may specify in its rollover approval.

Any request for an award of rollover grant funds by Subgrantee must be made in form and content satisfactory to OHCS.

**4. Online Systems.**

**4.1** Subgrantee and its subrecipients must enter all appropriate and necessary data into OPUS (a web-based application developed by OHCS), ServicePoint, Allita HSM, or other OHCS-approved system (the "Sites") at the

time of client intake for all Federal, State, and private grant programs awarded by OHCS through this Agreement. OHCS will enter allocations to Subgrantee on a program by program expenditure category basis unless it determines otherwise. Exceptions are only allowed with prior written approval by OHCS.

**4.2 Sites' Terms and Conditions.** As a condition of the use of the Sites, Subgrantee and its subrecipients ("User") agrees to all OHCS terms and conditions contained in this Agreement, notices on the Sites, or as otherwise directed by OHCS. User agrees not to use the Sites for any unlawful purpose. OHCS reserves the right, at its discretion, to update or revise the Sites' terms of use. Continued use of the Sites constitutes acceptance of the Sites' terms and conditions.

**4.3 Local Data Collection.** Use of the Sites for additional reported "local" program data is at the entity's own risk. OHCS will not modify or otherwise create any screen, report or tool in the Sites to meet needs related to this local data.

**4.4 Data Rights.** Subgrantee hereby grants and will require and cause any subrecipient to grant OHCS the right to reproduce, use, display, adapt, modify, distribute, and promote the content in any form and disclose, as allowed by law, any or all of the information or data furnished to or received by OHCS directly or indirectly resulting from this Agreement. Subgrantee also shall use and shall require and cause its subrecipients to use Client Release forms and Privacy Policy forms (samples provided by OHCS) in connection with obtaining and transmitting client data.

**4.5 Disclaimer of Warranties.** Subgrantee understands and agrees, and shall require its subrecipients to agree, that all materials, information, software, products, and services included in or available through the Sites (the "Content") are provided "as is" and "as available" for use. The Content is provided without warranties of any kind, either express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. OHCS does not warrant that: (1) the content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location (3) any defects or errors will be corrected; or (4) the content is free of viruses or other harmful components. Use of the Sites is solely at the User's risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients, and expressly waives any claims and causes of action against the State and OHCS.

**4.6 Limitation of Liability.** Subgrantee agrees that under no circumstances will OHCS be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if OHCS has been informed of the possibility of such damage.

**4.7 Indemnification.** Subject to applicable law, Subgrantee agrees, and shall require its subrecipients to agree, to defend, indemnify (consistent with ORS Chapter 180), and hold harmless OHCS and its employees, contractors, officers, and directors from all liabilities, claims, and expenses, including but not limited to attorney fees, that arise from use or misuse of the Sites. OHCS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Subgrantee, in which event Subgrantee will cooperate with OHCS in asserting any available defenses.

**5. Fixed Assets.** If applicable, Subgrantee shall, and shall cause its subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Code of Federal Regulations, 2 CFR Subtitle B with guidance at 2 CFR Part 200, and specific requirements of the source of funds. These regulations shall apply to all equipment purchased with OHCS funding, regardless of source of funds. The following practices are in addition to those otherwise required:

**5.1 High Risk Items.** Fixed assets with a value greater than \$5,000 will include computer equipment, electronic equipment, photography equipment, hand tools and other items.

**5.2 Equipment.** The title to all equipment as defined in 2 CFR Part 200, purchased in whole or in part with funds provided under this Agreement, shall rest with the Subgrantee. Property and equipment purchased with OHCS grant funds shall not be used for collateral or to secure financing.

**5.3 Insurance.** Subgrantee shall, at a minimum, provide the insurance coverage required by Oregon Revised Statute for automobiles and or equipment registration through Oregon Department of Transportation, Department of Motor

Vehicles, that has been acquired in whole or in part with funds provided under this Agreement owned by Subgrantee with OHCS named as an additional insured party in all such motor vehicles and or equipment. In its agreements with its subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section.

**5.4 Loaned Equipment / Property Disposition.** All fixed assets owned by OHCS and loaned to Subgrantee under a standard agreement will remain the property of OHCS, regardless of their value. The disposition of all loaned equipment shall be readily available.

**5.5 Disposal Requiring Prior Approval.** When Subgrantee, or its subrecipients, wishes to dispose of equipment having an original cost of more than \$5,000, Subgrantee shall submit a written notification to the appropriate OHCS Program coordinator with a copy to the OHCS Financial Compliance Monitor. If OHCS consents, OHCS will provide instructions regarding the method of disposition. OHCS reserves the right to refuse to consent to such disposal and the right to object to the timing of each disposition. Such disposition, if permitted, shall be done in a manner consistent with the property management standards of equipment of OHCS from which the original funding was received. In the case of mixed funding sources, the most restrictive standards shall apply.

**5.5.1** Items of equipment with a current per-unit, fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of upon written notification to the appropriate OHCS Program coordinator with a copy to OHCS Financial Compliance Monitor with no further obligation. The OHCS Program coordinator shall be notified of all title transfers, sales, and other methods of disposition. OHCS may review disposition records upon notification of Subgrantee.

## **6. Compliance and Monitoring.**

### **6.1 Compliance.**

**6.1.1** Subgrantee will comply and will require and cause (including by contract) all subrecipients, vendors, contractors, and assigns to comply with this Agreement, including applicable Program Requirements.

**6.1.2** Without limiting the generality of the foregoing, Subgrantee will comply and will require and cause its subrecipients, vendors, contractors, agents, and assigns to comply with all federal requirements, including but not limited to the Federal Funding Accounting and Transparency Act (FFATA) of 2006 (P.L. 109-282), provisions of which include, but are not limited to, a requirement for Subgrantees, subrecipients, and vendors to have a Data Universal Numbering System (DUNS) number and to maintain a current registration in the SAMs (System for Awards Management) database.

**6.1.3** Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Subgrantee shall, to the maximum extent economically feasible in performance of this Agreement, use recycled paper (as defined in ORS 279A.010(gg)), recycled PETE products (as defined in ORS 279A.010(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(ii)).

### **6.2 OHCS to Monitor Subgrantee.**

**6.2.1** OHCS, including its authorized representatives and authorized third parties, may monitor the activities and records of each Subgrantee and Subgrantee's subrecipients and vendors as it deems necessary or appropriate for, among other things, to ensure: (1) Subgrantee and its subrecipients comply with the terms of this Agreement, including but not limited to the Program Requirements, and that Grant Funds are used properly for authorized purposes hereunder; and (2) that performance goals are achieved as specified in this Agreement, including without limitation in the Community Plan, NOAs, and the Program Requirements, and that performance is to the satisfaction of OHCS.

**6.2.2** OHCS' monitoring activities may include any action deemed necessary or appropriate by OHCS including, but not limited to the following: (1) the review (including copying) from time to time of any and all Subgrantee,

subrecipient, and Vendor files, records, and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Subgrantee fiscal and program reports, and requiring appropriate Request for Funds documentation as well as such other information and clarification as it deems appropriate, prior to providing a Request for Funding approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance and enforcing compliance of Subgrantee, subrecipients, vendors, and their officers, employees, agents, contractors and other staff.

6.2.3 OHCS monitoring and enforcement activities may be conducted in-person, by telephone, and by other means deemed appropriate by OHCS. Monitoring will be done through contractors, agents, or other authorized representatives.

6.2.4 OHCS may, in its sole and absolute discretion, request assistance in monitoring from outside parties, including but not limited to the Oregon Secretary of State, the Oregon Attorney General, the federal government, and law enforcement agencies.

6.2.5 OHCS may require Subgrantee to perform some level of random audit of Program applications.

6.2.6 OHCS may release Subgrantee monitoring reports, agency audits, and any other compliance information to the Community Action Partnership of Oregon.

**6.3 Subgrantee to Fully Cooperate.** Subgrantee agrees to fully and timely cooperate with OHCS in performance of any and all monitoring and enforcement activities, including causing its subrecipients, vendors, and contractors to also cooperate by agreement. Failure by Subgrantee or any of its subrecipients or vendors to comply with this requirement is sufficient cause for OHCS to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by OHCS as a material failure by the Subgrantee to perform its obligations under this Agreement.

#### **6.4 Subgrantee to Monitor Its Subrecipients.**

6.4.1 At least once during the term of this Agreement and as otherwise directed by OHCS, Subgrantee will monitor the activities and expenditures of its subrecipients as is reasonable to ensure: (1) compliance with this Agreement, including the Program Requirements; and (2) achievement of this Agreement's performance goals, in OHCS' sole discretion.

6.4.2 Subgrantee's monitoring of its subrecipients must include: (1) and evaluation of each subrecipient's risk of non-compliance with federal statutes, regulations, and terms and conditions of any applicable subaward for purposes of determining the appropriate level and type of subrecipient monitoring; (2) a review of financial and performance reports; and (3) follow-up on all deficiencies pertaining to any involved federal funding in accordance with 2 CFR 200.331 and other applicable federal regulations, as updated from time to time.

#### **6.5 OHCS Findings and Reports.**

6.5.1 **Monitoring Visits; Reports.** During the term of this Agreement, OHCS may conduct monitoring visits, including review of Subgrantee and subrecipient files, records, and other information related to performance under this Agreement. OHCS generally will advise the Subgrantee as to its observations and findings generated by any monitoring visit, usually through an exit interview. Within sixty (60) days after an inspection, OHCS may provide Subgrantee with a written report of its findings from the inspection and may proscribe corrective action, which Subgrantee must timely satisfy.

6.5.2 **Ongoing Monitoring.** OHCS may continue to track and follow-up its monitoring findings and corrective actions with Subgrantee or its subrecipients through a tracking record. The tracking record may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Subgrantees must resolve finding and other required corrective action actions within reasonable timeframe provided by OHCS.

### **7. Representations and Warranties.**

**7.1 Organization / Authority.** Subgrantee represents and warrants that:

7.1.1 Subgrantee is duly organized and validly existing in the State of Oregon;

7.1.2 Subgrantee has all necessary rights, powers and authority under organizational documents and under Oregon Law to (i) execute this Agreement, (ii) incur and perform its obligations under this Agreement; and (iii) receive financing, including the Grant Funds, for the Program work;

7.1.3 This Agreement has been duly executed by Subgrantee and when executed by OHCS, constitutes a legal, valid, and binding obligation of Subgrantee enforceable in accordance with its terms;

7.1.4 If applicable and necessary, the execution and delivery of this Agreement by Subgrantee has been authorized by an ordinance, order, or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and  
7.1.5 There is no proceeding pending or threatened against Subgrantee before any court or governmental authority that if adversely determined would materially adversely affect the Program work or the ability of Subgrantee to carry out the Program work.

**7.2 False Claims Act.** Subgrantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Subgrantee that pertains to this Agreement or to the Program work. Subgrantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Subgrantee further acknowledges in addition to the remedies available to OHCS under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Subgrantee.

**7.3 No Limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Subgrantee.

## **8. Confidentiality.**

**8.1** Subgrantee must protect and must require and cause its subrecipients and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither Subgrantee nor its subrecipients or vendors may release or disclose any such information except as necessary for the administration of the program funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. Subgrantee, its subrecipients and its vendors must appropriately secure all records and files to prevent access by unauthorized persons.

**8.2** Subgrantee must ensure and must require and cause its subrecipients and vendors to ensure that all its officers, employees, and agents are aware of and comply with this confidentiality requirement.

**9. Insurance Requirements.** Subgrantee will provide all necessary General Liability and Automotive insurance required by Oregon Law and satisfactory to OHCS to perform services under this Grant Agreement, and provide proof of coverage upon request by OHCS. In no event shall General Liability insurance coverage be less than \$500,000.00. In no event shall Automotive insurance coverage be less than \$500,000.00.

All employers, including Subgrantee, that employ subject workers as defined in ORS 656.027, will comply with ORS 656.017 and will provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subgrantee will obtain employers' liability insurance coverage limits of not less than \$500,000.00. Subgrantee will require and ensure that each of its subcontractors complies with these requirements.

## **10. Subgrantee Status and Certifications.**

**10.1** Subgrantee shall perform all work under this Agreement as an independent contractor. Subgrantee is not an officer, employee or agent of OHCS or the State, as those entities are respectively defined in ORS chapter 456 and in ORS 30.265, with respect to work performed under this Agreement.

**10.2** Subgrantee agrees that insurance coverage, whether purchased or by self-insurance, for Subgrantee's agents, employees, officers and/or subcontractors is the sole responsibility of Subgrantee.

**10.3** Subgrantee certifies that it is not employed by or contracting with the federal government for the work covered by this Agreement.

**10.4** Subgrantee certifies that it has established or before starting the Program work will establish a formal statement of nondiscrimination in its employment policy and that it enforces such policy.

**10.5** Subgrantee certifies to the best of its knowledge and belief that neither the Subgrantee nor any of its principals, officers, directors, or employees:

**10.5.1** Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from

covered transactions by any federal department or OHCS;

**10.5.2** Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

**10.5.3** Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection 10.5.2 of this Exhibit B above;

**10.5.4** Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and

**10.5.5** Is included on the list titled “**Specially Designated Nationals and Blocked Persons**” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

**11. Governing Law; Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively “Claim”) between OHCS or any other agency or department of the State of Oregon, or both, and Subgrantee that arises from or related to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. **SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.**

## **12. Default.**

**12.1 Subgrantee.** Subgrantee will be in default under this Agreement upon the occurrence of any of the following events:

**12.1.1** Subgrantee fails to use the Grant Funds for the intended purpose described in applicable Program Elements or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;

**12.1.2** Subgrantee fails to comply timely with any material obligation under this Agreement, including but not limited to any OHCS directive or term of a corrective action plan;

**12.1.3** Any representation, warranty, or statement made by Subgrantee in this Agreement or in any documents or reports relied upon by OHCS to measure the Program work, the expenditure of Grant Funds, or the performance by Subgrantee is untrue in any material respect when made; or

**12.1.4** A petition, proceeding or case is filed by or against Subgrantee under any federal or state bankruptcy, insolvency, receivership, or other law relating to reorganization, liquidation, dissolution, winding-up, or adjustment of debts; in the case of a petition filed against Subgrantee, Subgrantee acquiesces to such petition or such petition is not dismissed within twenty (20) calendar days after such filing, or such dismissal is not final or is subject to appeal; or Subgrantee becomes insolvent or admits its inability to pay its debts as they become due, or Subgrantee makes an assignment for the benefit of its creditors.

**12.2 OHCS.** OHCS will be in default under this Agreement if, after fifteen (15) days written notice specifying the nature of the default, OHCS fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement; provided, however OHCS will not be in default if OHCS fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the funding source.

## **13. Remedies.**

### **13.1 OHCS Remedies.**

**13.1.1** In the event Subgrantee is in default under Section 12.1 of this Exhibit B, OHCS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 14.2 of this Exhibit B; (ii) modifying any NOA under this Agreement; (iii) reducing or withholding payment for the Program work that is deficient or that Subgrantee has failed to complete by any scheduled deadlines, including disallowing costs; (iv) suspending or recouping

payments, or both; (v) requiring Subgrantee to complete, at Subgrantee's expense, corrective action or additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, in OHCS' sole discretion; (vi) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; (vii) exercise of its right of recovery of overpayments under this Agreement; (viii) declaring Subgrantee ineligible for the receipt of future awards from OHCS; (ix) criminal action for misstatements or fraud, misfeasance, or other culpable behavior, and (x) investigation, audit, and/or sanction by other governmental bodies.

**13.1.2** Subgrantee acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.

**13.1.3 No Waiver.** No failure or delay by OHCS to enforce any provision of this Agreement will constitute a waiver by OHCS of that or any other provision, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

**13.1.4 Survival.** Remedies provided under this Agreement or otherwise will survive termination of this Agreement.

**13.2 Subgrantee Remedies.** In the event OHCS is in default under Section 12.2 of this Exhibit B and whether or not Subgrantee elects to terminate this Agreement, Subgrantee's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of Program work completed and accepted by OHCS and authorized expenses incurred, less any claims OHCS has against Subgrantee. In no event will OHCS be liable to Subgrantee for any expenses related to termination of this Agreement or for anticipated profits.

#### **14. Termination.**

**14.1 Mutual.** This Agreement may be terminated at any time by mutual written consent of the Parties.

**14.2 By OHCS.** OHCS may terminate this Agreement as follows:

**14.2.1** At OHCS' discretion, upon thirty (30) days advance written notice to Subgrantee;

**14.2.2** Immediately upon written notice to Subgrantee, if OHCS fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in OHCS' reasonable and administrative discretion, to perform its obligations under this Agreement;

**14.2.3** Immediately upon written notice to Subgrantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that OHCS' performance under this Agreement is prohibited or OHCS is prohibited from funding the Agreement from the funding source; or

**14.2.4** Immediately upon written notice to Subgrantee, if Subgrantee is in default under this Agreement and such default remains uncured fifteen (15) days after written notice thereof to Subgrantee.

**14.3 By Subgrantee.** Subgrantee may terminate this Agreement as follows:

**14.3.1** If Subgrantee is a governmental entity, immediately upon written notice to OHCS, if Subgrantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Agreement.

**14.3.2** If Subgrantee is a governmental entity, immediately upon written notice to OHCS, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Program work is prohibited by law or Agreement is prohibited from paying for the Program work from the Grant Funds or other planned funding; or

**14.3.3** Immediately upon written notice to OHCS, if OHCS is in default under this Agreement and such default remains uncured fifteen (15) days after written notice thereof to OHCS.

**14.4 Cease Activities.** Upon receiving a notice of termination of this Agreement, Subgrantee must immediately cease all activities under this Agreement, unless OHCS expressly directs otherwise in such notice. Upon termination, Subgrantee must deliver to OHCS all materials or other property that are or would be required to be provided to OHCS under this Agreement or that are needed to complete the Program work that would have been performed by Subgrantee.

#### **15. Miscellaneous.**

##### **15.1 Conflict of Interest.**

**15.1.1 Generally.** By signature to this Agreement, Subgrantee declares and certifies the award of this Agreement



and the Program work, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Subgrantee.

**15.1.2 Conflict of Interest Policy and Reporting.** A conflict of interest exists if, among other things, a decision or recommendation could affect the finances of the public official or the finances of a relative. If a conflict of interest exists, the public official must always give notice of the conflict, and in some situations the public official is restricted in their ability to participate in the matter that presents the conflict of interest. Subgrantee will timely report to OHCS any perceived or actual conflict of interest. Subgrantee certifies it has established a conflict of interest policy that outlines the process for disclosing in writing any potential conflict of interest and such policy must be provided to OHCS upon OHCS' request, or as otherwise requested during a Subgrantee audit.

**15.2 Nonappropriation.** OHCS' obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OHCS receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OHCS, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OHCS.

### **15.3 Amendments.**

**15.3.1** OHCS reserves the right to add or amend Implementation Reports and NOAs. Otherwise, the Parties may not waive, supplement, or amend the terms of this Agreement, in any manner whatsoever, except by written amendment signed by the Parties and for which all necessary OHCS approvals have been obtained.

**15.3.2** Subgrantee's proposed changes to or additions of a Implementation Report must be submitted to OHCS in writing and require the prior written approval of OHCS before Subgrantee may commence a change.

**15.3.3** All federal terms and conditions included in this Agreement at time of original Agreement execution may be amended from time to time by the federal grantor or regulator of funds.

**15.4 Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given under this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

**15.5 Required Notifications to OHCS.** In addition to the requirements provided elsewhere in this Agreement, Subgrantee will immediately report changes in Key Personnel including Fiscal, Program, and Executive Level Leadership.

**15.6 Survival.** All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 2, 4.6, 4.7, 11, 13, 15.6, 15.7 and 15.10 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

**15.7 Headings.** The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope intent of any provisions of this Agreement.

**15.8 Severability.** The Parties agree if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**15.9 Execution in Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

**15.10 Indemnity.** Subject to applicable law, Subgrantee will and will require by contract that its subrecipients will,

defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and OHCS and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or, relating to the activities of Subgrantee or its officers, employees, subrecipients, subcontractors, or agents under this Agreement.

**15.11 Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of OHCS or the Subgrantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees will not exceed the rate charged to OHCS by its attorneys.

**15.12 Compliance with Law.** In connection with their activities under this Agreement, the Parties must comply with all applicable federal, state, and local laws. While OHCS will make reasonable efforts to update its Program guidance and notify the Subgrantee thereof, the Subgrantee is ultimately responsible for maintaining awareness of and compliance with updates to federal law governing the Program.

**15.13 No Third-Party Beneficiaries.** OHCS and Subgrantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

**15.14 Assignment and Successors.** Subgrantee may not assign or transfer its interest in this Agreement without the prior written consent of OHCS and any attempt by Subgrantee to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OHCS' consent to Subgrantee's assignment or transfer of its interest in this Agreement will not relieve Subgrantee of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

**15.15 Contracts and Subgrants.** Subgrantee may not, without OHCS' prior written consent, enter into any contracts or subgrants for any of the Program work. OHCS' consent to any contract or subgrant will not relieve Subgrantee of any of its duties or obligations under this Agreement.

**15.16 Time of the Essence.** Time is of the essence in the performance of this Agreement.

**15.17 No Limitations on Actions of OHCS in Exercise of Its Governmental Powers.** Nothing in this Agreement is intended, nor will it be construed, to in any way limit the actions of OHCS in the exercise of its governmental powers. It is the express intention of the Parties that OHCS will retain the full right and ability to exercise its governmental powers with respect to the Subgrantee, the Grant Funds, and the transaction contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event will OHCS have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

**15.18 Records Maintenance and Access.** Subgrantee must, and must require and cause its subrecipients to, maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subgrantee must, and must require and cause its subrecipients to, maintain any other records, whether in paper, electronic or other form, pertinent to this Agreement in such a manner as to clearly document Subgrantee's and subrecipients' performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records". Subgrantee acknowledges and agrees OHCS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subgrantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. In its agreements with subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section and to grant right of access to and ownership by OHCS of the subrecipients' books and records related to this Agreement.

**15.9 Audits.**

**15.19.1 OHCS Required Audits.** As required by OHCS, Subgrantee will and will cause its subrecipients to, submit to OHCS financial and compliance audits satisfactory to OHCS for such periods and programs covered by this Agreement.

**15.19.2 Federal Audits.** If Subgrantee expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Subgrantee will have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200 and applicable federal regulations.

**15.20 Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

**15.21 Agreement Documents.** This Agreement consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Agreement less all Exhibits
- Exhibit D Federal Assurances
- Exhibit B Terms and Conditions
- Exhibit C Special Provisions
- Exhibit F Program Elements
- Exhibit A Definitions
- Exhibit E Historic Preservation

**15.22 Merger.** This Agreement, all Exhibits, and all incorporated documents, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**15.23 Waiver.** No waiver or consent under this Agreement binds either Party unless writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

**15.24 Diversity, Equity, and Inclusion.** OHCS and Subgrantee commit to intentional, data driven approach to reduce disparities in housing and social service provisions. OHCS commits to creating a system to analyze OHCS funded programs and remove identified barriers to accessing opportunities within those programs.

*[The balance of this page is intentionally left blank.]*

**MASTER GRANT AGREEMENT 2021-23**

**EXHIBIT C**

**SPECIAL PROVISIONS**

**1. Procurement.**

Except as specifically provided in this Agreement, OHCS does not waive or herein provide a waiver of any regulations, requirements and/or procedures applicable to use of grant funds. For example, 2 CFR Subtitle B with guidance at 2 CFR Part 200 requires, among other things, Subgrantee's procurement procedures to mandate that all procurement transactions be conducted, as practical, to provide open and free competition. If a proposal identifies a specific entity to provide the services, the OHCS award does not provide the justification or basis to sole-source the procurement.

Subgrantee shall develop and maintain policies and procedures for procuring, by purchase, rental/lease or otherwise, any equipment, supplies, or other goods and services. Subgrantee must ensure that policies reflect guidance at 2 CFR, Part 200 and related regulations, as well as any applicable federal regulations with respect to The Grants Management Common Rule for procurement of all goods or services.

If allowable under this Agreement, with respect to applicable Program Element for which funds will be expended and approved or pre-approved as necessary or required by OHCS:

**a. Contracts for Goods and Services.**

1. Subgrantee may contract for services purchased in whole or in part with funds provided under this Agreement. Contractor must be of recognized professional expertise, certification, license, registration, or stature in the relevant field where required. Contractor shall further be registered to do business in the State of Oregon, as required by Oregon Law.  
[http://egov.sos.state.or.us/br/pkg\\_web\\_name\\_srch\\_inq.login](http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.login).
2. In addition, purchases of Fixed Assets must adhere to requirements set forth in 2 CFR Part 200, Subpart D. When Subgrantee purchases any motor vehicle, or any equipment or other property costing more than \$5,000 per unit with funds provided in whole or in part under this Agreement, Subgrantee shall:
  - a. Provide written request to OHCS Program Coordinator prior to the purchase and receive required pre-approval from OHCS specific to the amount and source of funds that will be expended.
  - b. Comply with Exhibit B, Section 5, Fixed Assets.

**b. Construction Contracts.**

1. Subgrantee shall comply with, and OHCS' performance hereunder is conditioned upon Subgrantee's compliance with, the terms of this Agreement, including without limitation the provisions of Oregon Revised Statute Chapters 279B and 279C, as amended from time to time.
2. All Construction Contractors must be currently licensed and bonded through the State of Oregon Construction Contractors Board, <https://www.oregon.gov/ceb/Pages/index.aspx>

**2. Wage Determinations.**

Subgrantee shall, and shall cause and require its Subrecipients, contractors, and subcontracts, to fully comply with, on projects where DBRA prevailing wage requirements must be paid, the requirements set out in the DOL regulations at 29 CFR Parts 1, 3, and 5 as applicable. In accordance with 29 CFR Part 1, federal agencies directly contracting for weatherization projects or providing assistance under the ARRA to other entities for such projects must include the standard DBRA contract clauses found in 29 CFR 5.5(a) in their bid solicitations, assistance agreements, and the resulting

contracts and grants, and must require that those requirements flow down to any contracts or subcontracts for the performance of the work. See also Exhibit E, Davis-Bacon and Related Acts Provisions and Procedures; [www.wcol.gov](http://www.wcol.gov); and 29 CFR 5.5 - Contract provisions and related matters. Subgrantee shall, and shall cause and require its Subrecipients, contractors, and subcontracts, to fully comply with, on projects where Oregon's prevailing wage rate law, ORS 279C.800 to 279C.870 (PWRL) requirements must be paid, the requirements established therein and as established by the Bureau of Labor and Industry (BOLI), which administers the PWRL.

### **3. Emerging Small, Minority, Women-Owned Business Objectives.**

It is an important business objective of OHCS to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). Subgrantee shall have a policy that incorporates federal requirements under 2 CFR Part 200.321, including processes for placing qualified small and minority businesses and women's business enterprises on solicitation lists and dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

Subgrantee may use the COBID Certification Management System to assist in soliciting quotes or invite bids from MWESBs. <https://oregon4biz.diversitysoftware.com/>

### **4. Subrecipient Agreements (Subawards).**

Subgrantee shall not enter into any agreement or renewal with Subrecipients without prior written approval of OHCS Program Coordinator(s) as outlined in Exhibit B, Section 15.15. OHCS' approval of any subrecipient shall not relieve Subgrantee of any of its duties or obligations under this Agreement.

Subgrantee shall require and cause its subrecipients to comply with all applicable provisions of this Agreement between OHCS and Subgrantee, each of which must be specifically incorporated into the subrecipient agreements in a manner satisfactory to OHCS. OHCS reserves the right to request that any subrecipient agreement be submitted for review and approval by OHCS within ten (10) business days from the date of written request.

Subgrantee shall require and cause that all of its subrecipient agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subgrantee by OHCS and that OHCS shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subgrantee shall have a written agreement with each subrecipient that is consistent with this Agreement, including without limitation, relevant Exhibits and Implementation Reports that identify:

- a. The services or benefits that the Subrecipient must provide when delivering the program.
- b. The laws and regulations with which the subrecipient must comply under the terms of the agreement (including but not limited to program specific requirements such as eligibility criteria and matching obligations, public policy for protecting civil rights and the environment, written procedures for appeal by clients of subrecipient determinations, government-wide administrative mandates affecting the Subrecipient's accounting and record keeping systems, and local laws imposed by Subgrantee).
- c. The Subgrantee's and OHCS' monitoring rights and responsibilities and the methods used by Subgrantee for monitoring.
- d. A provision to certify that the Subrecipient is an independent contractor and not an agent of OHCS or of Subgrantee.

### **5. Subgrant or Contractual Determination.**

A Subrecipient is a state government, local government, or nonprofit organization that expends subawarded funds received by Subgrantee from OHCS under this Agreement to carry out a program. Subgrantee must determine whether relevant payments made or to be made by it in furtherance of this Agreement constitute an award under a subgrant received by a Subrecipient or a payment for goods and services under a procurement contract received by a contractor. Determination must be made using the criteria set forth in 2 CFR Part 200.331.

**a. Use of Judgment in Making Determination.**

There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subgrant or contractual relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be uniformly present. Accordingly, prudent judgment shall be exercised by Subgrantee and should be used in determining whether an entity with which it contracts to accomplish its performance under this Agreement is a Subrecipient or vendor.

**b. Applicability to For-profit Subrecipients.**

Subgrantee (as the pass-through entity) shall establish reasonable requirements, as necessary, to ensure compliance by for-profit subrecipients. Consequently, Subgrantee should describe in any agreements with for-profit subrecipients the applicable compliance requirements and the for-profit subrecipient's compliance responsibilities. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits.

**c. Compliance Responsibility for Contractors.**

In most cases, the Subgrantee's or other auditee's compliance responsibility for vendors is only to ensure that the procurement, receipt and payment for goods and services comply with laws, regulations and the provisions of contracts or grant agreements. Program compliance requirements normally do not pass through to contractors. However, the Subgrantee or other auditee shall be responsible for ensuring compliance for contractor transactions that are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these contractor transactions relate to a major program, the scope of the audit shall include determining whether these transactions are in compliance with laws, regulations and the provisions of contracts or grant agreements.

Regardless of whether goods or services are provided by a subrecipient or contractor, Subgrantee is still responsible for ensuring compliance with all grant requirements including but not limited to tracking and reporting requirements by the Agreement.

**6. Responsibility for Work.**

Subgrantee shall timely perform all Work identified in this Agreement consistent with its terms and conditions, including without limitation, the Work required with respect to the applicable Program Elements, Implementation Reports, and NOA's. OHCS may add additional approved Implementation Reports and NOAs to Exhibit A of this Agreement from time to time with the written approval of Subgrantee.

**7. Implementation Report(s) and Budget(s).**

Each Implementation Report is unique to the Subgrantee. It must be consistent with and reflect the purposes of the related Program Elements and the methods proposed by the Subgrantee and its subrecipients, in detail acceptable to OHCS, to administer and/or deliver the Work associated with the requirements of the applicable Program Elements. Implementation Report Budgets must reflect the manner, in detail acceptable to OHCS that related grant funds will be employed to accomplish the corresponding Work and are subject to corresponding NOAs.

Subgrantee must request and receive prior written approval from OHCS for amendments to or deviations from its approved Implementation Reports. OHCS may give or withhold such approval at its sole discretion. OHCS may allow the combining of applicable Implementation Reports at its sole discretion.

Subgrantee shall perform all Work in accordance with the terms and conditions of this Agreement, including but not limited to applicable Program Elements, Implementation Reports, and NOAs, in a manner satisfactory to OHCS.

**8. Maintenance of Programmatic Capacity and Non-Compliance.**

Subgrantee shall provide for and maintain the capacity for administration and performance of all Work required under this Agreement so as to result in a timely usage of grant funds.

OHCS remedies for Subgrantee non-compliance with any Work or other Agreement requirements (including all applicable Program Requirements), including for untimely usage of grant funds, may include, among other things, the withholding of requested grant funds or the reduction and redistribution of current or future funding allocations. OHCS may also impose conditions to specific grants received by Subgrantee in the event of reoccurring non-compliance on part of Subgrantee.

**9. Financial Integrity.**

Subgrantee shall be responsible for financial integrity of accounting records and compliance with the following requirements in addition to those otherwise required under this Agreement:

- a. Subgrantee shall and shall cause its subrecipients (including by contract) to, prepare and maintain accurate financial records documenting all expenditures made from funds provided under this Agreement. These records shall include financial and audit reports for the applicable accounting period for the applicable Program Element, including adjustments to reconcile the accounting records.
- b. Subgrantee shall reimburse expenditures of subrecipients under this Agreement only if they are:
  1. Named as a subrecipient receiving grant funds in the OHCS approved Implementation Report.
  2. In payment of eligible activities or services performed under this Agreement.
  3. In payment of services performed or supplies delivered during the applicable Program Element period;
  4. In the aggregate not in excess of 100% of the funds provided to the respective applicable Program Element under this Agreement; and
  5. Not for duplicate payment for the same activities or services under both this Agreement and any other contract or agreement with Subrecipients.
- c. Subgrantee shall pay its subrecipients within thirty (30) days of the date of requests for payment.
- d. Subgrantee shall maintain documentation of its monitoring of subrecipients. The documentation shall include, but not be limited to:
  1. An agreement that complies with the requirements of this Agreement.
  2. Documentation of the non-profit status of the subrecipient; and
  3. Copies of all of the Subrecipients audits performed under the requirement of 2 CFR Subtitle B with guidance at 2 CFR, Part 200, as well as applicable supplemental regulations, if the subrecipient is required to have such an audit.
  4. Documentation of follow up that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award as detected through audits, on-site reviews, and other means.

5. Documentation of other methods used by Subgrantee for monitoring subrecipient activities.
- e. Subgrantee shall maintain an Accounting System which conforms with the following requirements:
  1. Expenditures shall be segregated by line-item category within the accounting system of Subgrantee or subrecipient, as the case may be, and reported on the required fiscal reports.
  2. Funds received together with any income that is attributable to funds provided thereby shall be identified and segregated for expenditures relating to the Program Elements for which the original funds were provided. Any allocation methodology shall comply with any requirements applicable to that entity or Program Element.
  3. Receipts that offset or reduce expense items allocable to the Federal award as direct or indirect costs must be credited to the federal award either as a cost reduction (reduction of expense) or cash refund, as appropriate.
- f. Subgrantee shall develop and maintain a policy that describes all direct and indirect methods of cost allocation that are applicable to OHCS grants.

OHCS may, in its sole discretion, reduce Subgrantee funding and redistribute such grant funding to other Subgrantees. Adjustments pursuant to this subsection may be implemented by means of the Notices of Allocation (NOA) described in this Agreement. This remedy is in addition to any other remedy allowed OHCS under this Agreement.

#### **10. Programmatic Integrity**

Subgrantee shall be responsible for programmatic integrity and compliance with the programmatic intent including but not limited to the following requirements:

Subgrantee shall provide and maintain adequate resources necessary to ensure that all staff, Subgrantee and subrecipient, are adequately trained to perform under this Agreement including, but not limited to the training in processing of eligibility determinations and authorizations or other programmatic and/or grant compliance requirements.

Subgrantee shall comply with programmatic regulations and guidelines as detailed in Exhibit B, Standard Terms and Conditions.

Subgrantee shall have a written procedure for the handling of client appeal of determinations, acceptable to OHCS.

#### **11. Reporting**

In addition to specific reporting requirements addressed elsewhere in this Agreement and, including its Exhibits and Attachments, Subgrantee shall and shall cause its subrecipients (including by contract) to:

Submit the required reports so that they are received by OHCS on or before the due dates specified herein this Agreement, as outlined in the applicable Implementation Report or otherwise, as newly required by any provider of funding under this Agreement, or as otherwise required by OHCS. Subgrantee shall require its subrecipients (including by contract) to submit the required reports to Subgrantee in sufficient time to allow Subgrantee to fulfill its reporting obligations to OHCS.

All reports shall be timely, complete, accurate and satisfactory to OHCS as well as in the format required by OHCS. No funding pursuant to an implementation report will be forthcoming until such implementation report has been approved by OHCS. OHCS reserves the right to require modifications to submitted implementation reports. Funding also may be subject to receipt and approval of other reporting under this Agreement.

Reports must agree with the accounting records maintained by Subgrantee and/or its Subrecipients and be certified by the chief executive officer or their designee of the Subgrantee or its subrecipients, as the case may be.



FSRs (Financial Status Reports) are due to OHCS on the 20<sup>th</sup> of the month following the end of a quarter. All final reports shall be submitted by Subgrantee so as to be received by OHCS on or before the 60th day following the last day of the applicable Program Element period, or the date that all activities funded by this Agreement for that Program Element are completed, whichever is earlier.

If Subgrantee fails to produce or timely submit reports satisfactory to OHCS, OHCS may withhold any or all reimbursement requests of Subgrantee under this Agreement or any other contract or agreement in effect between OHCS and Subgrantee except as expressly limited by law. OHCS also may reduce, suspend, terminate and/or redistribute any or all grant funds due to Subgrantee failure to produce or timely submit reports satisfactory to OHCS.

**12. Eligibility Determination.**

Subgrantee shall make eligibility determinations for its respective Program Element funds in a form and manner prescribed or authorized by OHCS.

*[The balance of this page is intentionally left blank.]*

## MASTER GRANT AGREEMENT 2021-23

### EXHIBIT D

#### FEDERAL ASSURANCES; TERMS AND CONDITIONS

Subgrantee hereby assures, warrants, covenants, and certifies that with respect to any federal funds disbursed to it under this Agreement:

**A. Application, Acceptance and Use of Federal Funds.** Use, Compliance with Federal Law; Subgrantee shall comply with all applicable Federal regulations, policies, guidelines, and requirements, as may be modified from time to time, as they relate to the application, and use of all federal funds under this Agreement which may include, but are not limited to 2 CFR Subtitle B with guidance at 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Super Circular effective December 23, 2014). The U.S. Treasury has supplemented the foregoing at Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 and U.S. Treasury interpretive guidance.

**B. Further Assurances.** As the duly authorized representative of the Subgrantee, I assure, warrant, covenant, and certify that the Subgrantee, in addition to complying with 2 CFR Subtitle B with guidance at 2 CFR, Part 200, 2 CFR Part 300, and Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 and U.S. Treasury interpretive guidance, shall comply and, require all Subrecipients and Vendors, as applicable, to comply with the following federal requirements, as they may be amended from time to time.

#### GENERAL ASSURANCES

**1. Miscellaneous Federal Provisions.** Subgrantee shall comply and require all subrecipients to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply and require all subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights Act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.

**2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Subgrantee shall comply and require all subrecipients to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended.

**3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then Subgrantee shall comply and require all subrecipients to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to Agency, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Subgrantee shall include and require all subrecipients to include in all Agreements with subrecipients receiving more than \$150,000, language requiring the subrecipient to comply with the federal laws identified in this section.

**4. Other Environmental Standards.** Subgrantee shall comply and require all subrecipients to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

**5. Energy Efficiency.** Subgrantee shall comply and require all subrecipients to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

**6. Truth in Lobbying.** By signing this Agreement, the Subgrantee certifies, to the best of the Subgrantee's knowledge and belief that:

**a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Subgrantee, 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 Subgrantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

**c.** The Subgrantee 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 and subcontractors shall certify and disclose accordingly.

**d.** 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.

**e.** No part of any federal funds paid to Subgrantee under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

**f.** No part of any federal funds paid to Subgrantee under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

**g.** The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

**h.** No part of any federal funds paid to Subgrantee under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

## **7. Audits.**

**a.** Subgrantee shall comply, and require any subrecipient to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

**b.** If Subgrantee receives federal awards in excess of \$750,000 in a fiscal year, Subgrantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.

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

**8. Debarment and Suspension.** Subgrantee shall not permit any person or entity to be a subrecipient if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subrecipients with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

**9. Drug-Free Workplace.** Subgrantee shall comply and cause all subrecipients to comply with the following provisions to maintain a drug-free workplace: (i) Subgrantee certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Subgrantee's workplace or while providing services to Agency clients. Subgrantee's notice shall specify the actions that will be taken by Subgrantee against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Subgrantee's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify Agency within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subrecipient to comply with subparagraphs (i) through (vii) above; (ix) Neither Subgrantee, or any of Subgrantee's employees, officers, agents or subrecipients may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Subgrantee or Subgrantee's employee, officer, agent or subrecipient has used a controlled substance, prescription or non-prescription medication that impairs the Subgrantee or Subgrantee's employee, officer, agent or subrecipient's performance of essential job function or creates a direct threat to Agency clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Agreement.

**10. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Subgrantee agrees that it has been provided the following notice:

**a.** The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:

- (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
- (2) Any rights of copyright to which a Subgrantee, subrecipient or a contractor purchases ownership with grant support.

**b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements.”

c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**11. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

**a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

**b. Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

**c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Subgrantee, and Subgrantee shall also include these Agreement provisions in its contracts with non-Federal entities.

**12. Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information. Therefore, in part, Subgrantee, its subrecipients, and contractors shall, inform its or their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

**13. System for Award Management (SAM) reporting (41 USC § 2313).** The Subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Subgrantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subrecipients"), including restrictions on subawards to entities that do not acquire and provide (to the Subgrantee) the unique entity identifier required for SAM registration.

**14. Requirement to report breach of personally identifiable information (PII) per OMB M-17-12.** The Subgrantee (and any subrecipient at any tier) must have written procedures in place to respond in the event of breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

# MASTER GRANT AGREEMENT 2021-2023

## EXHIBIT E

### HISTORIC PRESERVATION

#### 1. Introduction

OHCS has entered into a Programmatic Agreement (“**Programmatic Agreement**”) with the United States Department of Energy (“**USDOE**”), Oregon State Historic Preservation Office (“**ORSHPO**”) and the Advisory Council on Historic Preservation (“**ACHP**”) regarding properties affected by use of federally funded state weatherization assistance.

OHCS has determined that the administration of these programs may have an affect on properties included in or eligible for inclusion in the National Register of Historic Places (National Register) and has consulted with ORSHPO pursuant to 36 CFR 800.13 of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470F).

#### 2. Stipulations

OHCS and Subgrantee agree that the programs will be administered in accordance with the following stipulations to satisfy the Section 106 responsibilities for all individual undertakings of the weatherization assistance.

##### A. APPLICABILITY

Subgrantee shall ensure that the review process established by the Programmatic Agreement will be completed prior to weatherization measures being installed. Undertakings that involve properties greater than fifty (50) years old and are not listed in Section B- Exempt Activities, shall be submitted to the ORSHPO for review in accordance with this agreement.

##### B. EXEMPT ACTIVITIES - PROJECTS NOT REQUIRING REVIEW BY ORSHPO

All undertakings will be done in accordance with applicable local building codes or the International Building Code, where applicable. In accordance with 36 CFR 800.3(a)(1), the following undertakings have been determined to have no potential to cause effects on historic properties:

1. Projects affecting properties less than fifty (50) years old at the time the work takes place; provided it has not been determined to be eligible under National Register Criterion Consideration G for exceptional significance (36 CFR 60.4).
2. Exterior Work
  - a. Air sealing of the building shell, including caulking, weather-stripping, window glazing and in-kind glass replacement on windows and doors, and installing thresholds in a manner that does not harm or obscure historic windows or trim, or prevent them from operating.
  - b. Thermal insulation, such as non-toxic fiberglass and foil wrapped, in walls, floors, ceilings, attics, and foundations in a manner that does not harm or damage historic fabric.
  - c. The installation of dense pack wall insulation when the following conditions are met:
    - i. The installation is performed by a qualified contractor who follows the standards and guidelines that OHCS has implemented for dense pack insulation (dry installation) and must meet the maximum air permeance measured using BPI – 102 “Standard for Air Resistance of Thermal Insulation Used in Retrofit Cavity Applications”;
      1. Cellulose: density of installed insulation must be 3.5 pounds/ cu ft.
      2. Fiberglass: density of installed insulation must be 2.5 pounds/cu ft or meet manufacturer’s specifications. Material must meet ASTM C522, E283, or E2178.
    - ii. The building does not display construction methods, techniques, and/or materials that are uniquely susceptible to damage that could be caused by the introduction of wall insulation (e.g., the siding does not appear to be able to withstand removal and replacement; the siding is masonry or stucco; there appear to be unique historic wall assemblies);

- iii. Portions of the siding are carefully removed before blowing dense pack cellulose into the walls, and then replaced;
  - iv. The exterior wall surface is free from areas where water can leak into the wall cavity (caulking around window openings and other wall penetrations has occurred or is part of the project);
  - v. There are no untreated wood members in direct contact with the ground, and the distance from the ground to the sill plate is more than 6 inches to keep water from wicking up into the wall cavity;
  - vi. The potential for splash back from rain dripping from roofs is minimized with functioning gutters and/or other water diversion features;
  - vii. There are overhanging eaves, and/or other protection is in place to protect the wall surface from the elements (rain and wind);
  - viii. Post diagnostic testing (blower door tests) results must meet the ASHRAE 62.2-2016 Standard;
  - ix. Number of occupants and use is considered in evaluating expected interior moisture levels; and
  - x. Exhaust Fans are installed according to ASHRAE 62.2-2016 Standard.
- d. Removable film on windows (if the film is transparent), solar screens, or window louvers, in a manner that does not harm or obscure historic windows or trim.
  - e. Reflective roof coating in a manner that matches the historic materials and form, or with materials that restore the original feature based on historic evidence, and in a manner that does not alter the roofline, or where not on a primary roof elevation or visible from the public right-of-way.
  - f. Storm windows or doors, and wood screen doors in a manner that does not harm or obscure historic windows or trim.
  - g. In-kind replacement or repair of primary windows, doors and door frames. In-kind is defined as an exact replacement of existing material type, design, dimensions, texture, detailing, finish and exterior appearances.
  - h. Repair of minor roof and wall leaks prior to insulating attics or walls, provided repairs closely resemble existing surface composite.
  - i. Weatherization of mobile homes and trailers.

### 3. Interior Work:

Special Note: Undertakings to interior spaces where the work will not be visible from the public right of way; no structural alterations are made; no demolition of walls, ceilings or floors occurs; no drop ceilings are added; no character defining interior features will be impacted, or no walls are leveled with furring or moved, will be automatically excluded from ORSHPO review. This work includes:

- a. Energy efficiency work within the building shell:
  - i. Thermal insulation in walls, floors, ceilings, attics, crawl spaces, ducts and foundations;
  - ii. Blown in wall insulation installed from the interior where no decorative plaster or character defining features are damaged;
  - iii. Plumbing work, including installation of water heaters;
  - iv. Electrical work, including improving lamp efficiency;
  - v. Sealing air leaks using weather stripping, door sweeps, and caulk and sealing major air leaks associated with bypasses, ducts, air conditioning units, etc.;
  - vi. Repair or replace water heaters;
  - vii. Adding adjustable speed drives such as fans on air handling units, cooling tower fans, and pumps;
  - viii. Install insulation on water heater tanks and water heating pipes;
  - ix. Install solar water heating systems, provided the structure is not visible from the public right of way;



- x. Install waste heat recovery devices, including desuperheater water heaters, condensing heat exchangers, heat pump and water heating heat recovery systems, and other energy recovery equipment;
- xi. Repair or replace electric motors and motor controls like variable speed drives;
- xii. Incorporate other lighting technologies such as dimmable ballasts, day lighting controls, and occupant-controlled dimming.

b. Work on heating and cooling systems:

- i. Clean, tune, repair or replace heating systems, including furnaces, boilers, heat pumps, vented space heaters, and wood stoves;
- ii. Clean, tune repair or replace cooling systems, including central air conditioners, window air conditioners, heat pumps, and evaporative coolers;
- iii. Install insulation on ducts and heating pipes;
- iv. Conduct other efficiency improvements on heating and cooling systems, including replacing standing pilot lights with electronic ignition devices and installing vent dampers;
- v. Modify duct and pipe systems so heating and cooling systems operate efficiently and effectively, including adding return ducts, replace diffusers and registers, replace air filters, install thermostatic radiator controls on steam and hot water heating systems;
- vi. Install programmable thermostats, outdoor reset controls, UL listed energy management systems or building automation systems and other HVAC control systems.

c. Energy efficiency work affecting the electric base load of the property:

- i. Convert incandescent lighting to fluorescent;
- ii. Add reflectors, LED exit signs, efficient HID fixtures, and occupancy (motion) sensors;
- iii. Replace refrigerators and other appliances.

d. Health and safety measures

- i. Installing fire, smoke or carbon dioxide detectors / alarms;
- ii. Repair or replace vent systems on fossil-fuel-fired heating systems and water heaters to ensure that combustion gasses draft safely to outside;
- iii. Install mechanical ventilation, in a manner not visible from the public right of way, to ensure adequate indoor air quality if house is air-sealed to building tightness limit.

C. OHCS/SUBGRANTEE/SUBRECIPIENT RESPONSIBILITIES

1. Subgrantee will, and will cause and require by contract that its Subrecipients, retain access to pre- and post-documentation of the weatherization work completed, including the scopes of work and photographs as part of its permanent project records.
2. OHCS will monitor every Subgrantee, and Subgrantee will monitor each of its Subrecipients, for compliance with the Programmatic Agreement according to established guidelines and Subgrantee hereby agrees, and will require that each of its Subrecipients agree:
  - a. to cooperate with such monitoring; and
  - b. to satisfy all applicable Section 106 requirements, including but not limited to the Secretary of Interior's Standards for Rehabilitation.

D. ORSHPO/ACHP RESPONSIBILITIES

1. ORSHPO is permitted thirty (30) calendar days after the receipt of any submitted documentation to review and comment on such material. If ORSHPO does not provide comments within this time period, it may be assumed that ORSHPO accepts the documentation to meet the reporting requirements of this agreement.
2. The ACHP shall be responsible for providing technical guidance, participating in dispute resolutions if appropriate, and monitoring the effectiveness of this Programmatic Agreement.

#### E. DISCOVERIES AND UNFORESEEN EFFECTS

If, during the implementation of these programs, a previously unidentified property that may be eligible for inclusion in the National Register is encountered, or is affected in an unanticipated manner, the Subgrantee responsible for the weatherization will assume its responsibilities pursuant to 36 CFR 800.13. Subgrantee will require that any of its Subrecipients responsible for the weatherization will assume its responsibilities pursuant to 36 CFR 800.13.

#### F. REPORTING

Subgrantee will and will cause and require by contract that its Subrecipients, report all projects that fall under this Programmatic Agreement in the OPUS database upon completion.

#### G. MONITORING

USDOE, ACHP, and ORSHPO may monitor any undertakings carried out pursuant to this Programmatic Agreement. The ACHP may review undertakings, if requested by USDOE. USDOE shall be entitled to address and make determinations on overall policy or administrative issues related to the implementation of these Programs.

#### H. DISPUTE RESOLUTION

1. Should ORSHPO object within the time frames outlined in this Programmatic Agreement to any project undertakings, the Subgrantee shall consult further with ORSHPO to attempt to remove the basis for the ORSHPO's objection. In the event that ORSHPO's objection is not withdrawn, then OHCS shall refer the matter to USDOE. OHCS shall forward all documentation relevant to USDOE, who will notify and consult with ACHP.
2. ACHP will provide its recommendations, if any, within 21 days following receipt of relevant documentation. USDOE will take into account the ACHP's recommendations or formal comments in reaching a final decision regarding the dispute.

#### I. TERMINATION

USDOE, ORSHPO, or OHCS may terminate the Programmatic Agreement, provided that the party proposing termination notifies the other signatories and the ACHP in writing explaining the reasons for termination and affording the other signatories at least thirty (30) days to consult and seek alternatives to termination.

#### J. FAILURE TO COMPLY WITH TERMS OF AGREEMENT

In the event that the terms of the Programmatic Agreement cannot be carried out by the Subgrantee, no action will be taken or sanction of any action or any irreversible commitment by the Subgrantee that would result in an adverse effect to historic properties or would foreclose the ACHP's consideration of modifications or alternatives to the undertaking.

#### K. LIABILITY LIMITATIONS

In the event that the terms of the Programmatic Agreement are not carried out by the Subgrantee as indicated in Exhibit E, the Subgrantee hereby assumes all responsibility for the weatherization projects as indicated in the Programmatic Agreement or this Agreement.

#### L. THIRD PARTY BENEFICIARY

ORSHPO is expressly made a third-party beneficiary to the Subgrantee's obligations set forth in this Exhibit E and shall be entitled to enforce the terms thereof.

**2021-2023 MASTER GRANT AGREEMENT**  
**Exhibit F, Program Element, General Terms and Conditions**

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Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:

- 1) Assure that program funds are used only for program services consistent with program requirements.
- 2) Assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- 3) Ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period may be recaptured by OHCS.
- 4) Serve only households whose eligibility has been determined in compliance with program requirements.
- 5) Responsible to OHCS for any losses resulting from improper or negligent issuance of program funds. Subgrantee shall repay such funds to OHCS within thirty (30) days upon written demand from OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request and posted in a public location. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by the subgrantee. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 7) Subgrantee may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request and posted in a public location.
- 8) Be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
  - a) Establishment and maintenance of regular subrecipient monitoring practices. Subgrantee will obtain prior written approval from OHCS when adding additional subrecipients or renewing any subrecipients.
  - b) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
  - c) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
  - d) Establishment and maintenance of clear procedures for management of program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.
  - e) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.

- 9) Allow OHCS and its representatives access to, and to furnish whatever information and/or documentation OHCS and its representatives determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. Subgrantee shall permit OHCS and its representatives to visit its sites and require subrecipients to permit OHCS and its representatives to visit their sites, to inspect same, and to review, audit, and copy all records OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. Subgrantee and its subrecipients shall cooperate fully with OHCS and its representatives.
- 10) Maintain accurate financial records satisfactory to the department, which document, *among other things*, the receipt and disbursement of all funds provided through the program by the department; and have an accounting system in place satisfactory to the department, which meets, *among other things*, generally accepted accounting principles.
- 11) Maintain other program records satisfactory to the department, which document, *among other things*, client eligibility requirements, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.
- 12) Provide the department with reports, data, and financial statements, in form and substance satisfactory to the department, as may be required or requested from time to time by the department, which shall be in a format prescribed by the department.
- 13) Furnish representatives of the department, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to and permit copying of all books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request.
- 14) Assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of an OHCS approved data collection system (such as ServicePoint and OPUS), where applicable by program requirements.
- 15) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to OHCS.

**2021-2023 MASTER GRANT AGREEMENT**  
**Exhibit A, Program Element 01**  
**Community Services Block Grant Program (CSBG)**

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1. **Description.** The Community Services Block Grant (CSBG) Program is an anti-poverty block grant program federally funded by the U.S. Department of Health and Human Services (DHHS), Administration for Children and Families (ACF), Office of Community Services (OCS), that provides funds for distribution principally to Oregon's local community action agencies to create programs and services that reduce the causes of poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.
2. **Scope of Work.**
  - A. Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its funding application as approved by OHCS and supplemented herein, together with applicable program requirements including CFDA 93.569, Public Law 105-285, OAR 813-210, OAR 813-230, and 45 CFR 96. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
  - B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer CSBG funds in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
    - 1) Use grant funds allocated specifically by OHCS for allowable administrative and overhead costs in order to provide the services outlined in this agreement. Subgrantee shall adhere to the DHHS CSBG administrative efficiency measure of a maximum of 17% or a reasonable measure as approved by OHCS. Allowable administrative costs are defined as costs related to the general management of the grantee organization. Allowable program costs are defined as costs that can be specifically identified with program activities including but not limited to, management, service delivery and data collection, undertaken by subgrantee or subrecipients to achieve an outcome intended by the funding program.
    - 2) Assure that funds allocated through CSBG shall be used to support activities that are designed to assist low-income families and individuals, including families and individuals receiving assistance under part A of title IV of the Social Security Act (42 U.S.C. 601 et. seq.), homeless families and individuals, migrant or seasonal farm workers, and elderly low-income individuals and families.
    - 3) Use program funds to implement different strategic approaches designed to reduce or eliminate one or more conditions that block the achievement of economic self-sufficiency for low-income households. Such strategies must have measurable and potentially major impact on the causes of poverty in communities in the service area where poverty is a particularly acute problem. Allowable services and activities may include, but are not limited to helping members of low-income households:
      - a. Secure and retain meaningful employment;
      - b. Attain an adequate education;
      - c. Make better use of available income;
      - d. Obtain and maintain adequate housing and a suitable living environment;
      - e. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing and employment-related assistance;
      - f. Remove obstacles and solve problems that block the achievement of self-sufficiency;

MGA 21-23 Exhibit A, Attachment # PE 01 CSBG

- g. Achieve greater participation in the affairs of the community; and
  - h. Make effective use of other programs related to the purpose of this OAR chapter 813, division 210.
- 4) Use program funds for a variety of services and activities intended to reduce or eliminate poverty conditions in communities in the service area, including but not limited to:
    - a. Providing on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services as may be necessary to counteract conditions of starvation and malnutrition among the poor;
    - b. Coordinating and establishing linkages between government and other social service programs to assure the effective delivery of such services to low-income households; and
    - c. Encouraging the participation of private sector entities in community efforts to ameliorate poverty in the service area.
  - 5) Assure that households receiving CSBG program benefits do not have annual incomes which exceed 200% of the federal poverty guidelines or the maximum as assigned by DHHS, ACF, OCS. Income verification includes, but is not limited to: wages (pay stubs), assistance payments such as alimony, SSI, TANF, child support, veteran's benefits, unemployment benefits, worker's compensation, retirement/pension and social security benefits.
  - 6) Assure that all necessary documentation is included in household files, all in form and substance satisfactory to OHCS. Required documents for each applicant household are as follows:
    - a. Application/intake form that includes client characteristic data;
    - b. Intake form has language stating all information contained on form is true and correct to the best of my knowledge and is signed by applicant and staff member;
    - c. Verification that household income does not exceed 200% of the FPL or the maximum as assigned by DHHS, ACF OCS to cover the 200% FPL which is a temporary change and will revert back to 125% after September 30, 2021.
    - d. Documentation of income or self-declaration for clients with zero income;
    - e. Evidence that client was apprised of grievance procedures;
    - f. Authorization of Release of Information, signed and dated by client and staff member;
    - g. Confidentiality statement, signed and dated by client and staff member;
    - h. If applicable, evidence that the client was informed of their potential eligibility for child support services and informed of the locations of local resources;
    - i. Entrance, exit date, reason for exiting the program, housing status at exit; and
    - j. Such other documentation as OHCS may from time to time require.
  - 7) Administer the Community Services Block Grant program through a tripartite board composed of 1/3 public officials, no fewer than 1/3 are representative of low-income individuals and families and 1/3 are officials or members of business, industry labor, religious, law enforcement, education or other major groups and interests in the community served.
  - 8) Retain and keep accessible all program records for a minimum of five (5) years, or such longer period as may be required by applicable law and state records retention requirements, following final payment and termination of program involvement, or until the conclusion of any audit, controversy or litigation arising out of or related to the program, whichever date is later.

### **3. Program Specific Reporting.**

- A. Subgrantee shall and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary.
- B. Subgrantee agencies shall provide the department with quarterly reports covering items set forth in OAR 813-210-0025(2) and (3), which shall be in a format prescribed by the department. Such quarterly reports shall be coded in such a way as to allow the linking and analysis of expenditures for each separate service funded by the program.
- C. Reports submitted shall include:
  - 1) Quarterly report, by date determined by OHCS.
  - 2) Annual submission of the CSBG Annual Report, by date determined by OHCS Annual Organizational Standards Assessment, by date determined by OHCS.
  - 3) Additional reports as needed or requested by OHCS.

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**2021-2023 MASTER GRANT AGREEMENT**  
**Exhibit A, Program Element 02**  
**Emergency Solutions Grant Program (ESG)**

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1. **Description.** The Emergency Solutions Grant (ESG) program supports local programs in assisting individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. ESG is federally funded by the U.S. Department of Housing and Urban Development (HUD) and may be used for five program service components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS pursuant to 24 CFR Part 5, subpart F, Part 91 and Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545.
2. **Scope of Work.**
  - A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its funding application as approved by OHCS, and supplemented herein, together with applicable program requirements including HEARTH Act, 24 CFR Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
  - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
    - 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
    - 2) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
    - 3) Comply with department minimum written standards for providing program services and established Continuum of Care standards as identified in 24 CFR 576.400(e).
    - 4) Re-evaluate program participant eligibility and need for program services for homelessness prevention and rapid re-housing in compliance with program requirements.
    - 5) May utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall be outlined and approved by OHCS in the subgrantee's funding application.
    - 6) Comply with Conflict of Interest standards for both individuals and organizations as identified in 24 CFR 576.404(a), 24 CFR 85.36, and 24 CFR 84.42.
3. **Program Specific Reporting.**
  - A) Subgrantee shall and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary.
  - B) Reports submitted shall include:
    - 1) Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (Oct 20, Jan 20, Apr 20, Jul 20).
    - 2) Subgrantee shall provide additional reports as needed or requested by OHCS.



#### **4. Match Requirements.**

- A) Subgrantee shall make matching contributions, in compliance with 24 CFR 576.201 to supplement the program in an amount that equals the subgrantee's total fund allocation. Subgrantee may obtain matching cash and noncash contributions from any source that meets program requirements except for the expenditure limits identified in 24 CFR 576.100. Program requirements for matching include, but are not exclusive to:
- 1) Subgrantee shall not use federal funds if those funds:
    - (a) are prohibited from being used to match program funds; or
    - (b) are being used to match another federal grant or award.
  - 2) Subgrantee program match shall be provided and expended within the subgrantee's program grant award period.
  - 3) Subgrantee contributions used to match a previous program grant shall not be used to match a subsequent program grant.
  - 4) Subgrantee shall calculate the amount of cash and noncash contributions in compliance with 24 CFR 576.201.
- B) Subgrantee shall report matching contributions on the Quarterly Provider Report.
- C) Subgrantee may request from OHCS a waiver to the match requirement when circumstances limit capacity to provide the program required 100% match.

#### **5. Performance Measures.**

- A) Subgrantee shall and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals.
- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at the time of their exit from the program or project funded by the program. Preliminary statewide target is 30%.
  - 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from time of program or project exit. Statewide target is 80%.
  - 3) All other outcome measures indicated on the EPIC Outcome page of the subgrantee's approved funding application.

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**2021-2023 MASTER GRANT AGREEMENT**

**Exhibit A, Program Element PE 03  
Emergency Housing Assistance (EHA)**

- 1. Description.** Emergency Housing Assistance (EHA) provides state funds to supplement existing local programs and/or establish new programs designed to prevent and reduce homelessness. EHA funds are available for ten program service components: street outreach, emergency shelter; transitional housing; rapid re-housing; homelessness prevention; supportive in-home services; data collection; community capacity building; acquisition, rehabilitation or conversion of a shelter or transitional housing units.
- 2. Scope of Work.**
  - A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its funding application as approved by OHCS and supplemented herein, together with applicable program requirements including OAR 813.046 as amended, and ORS 458.600 to 458.650. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
  - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the all program requirements, including but not limited to the following terms and conditions:
    - 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
    - 2) A department determined portion of program funds shall be allocated to exclusively serve eligible veterans, as defined by program requirements.
    - 3) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
    - 4) Assure that program services are available to extremely low income and very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements.
    - 5) Re-evaluate program participant eligibility and need for homelessness prevention and rapid re-housing services in compliance with program requirements.
    - 6) May utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved by OHCS in the subgrantee's funding application prior to implementation. Targeting and serving homeless and at risk of homelessness veterans is required for the use of program funds that have been legislatively dedicated to serving veterans.
- 3. Program Specific Reporting.**
  - A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary. EHA funds dedicated to veterans must be entered and reported separately from other EHA funded client data.

**B) Reports submitted shall include:**

- 1) Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (Oct 20, Jan 20, Apr 20, Jul 20).
- 2) Subgrantee shall provide additional reports as needed or requested by OHCS.

**4. Performance Measures.**

**A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals:**

- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.
- 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from the time of program or project exit.
- 3) All other outcome measures indicated on the EPIC Outcome page of the subgrantee's approved funding application.

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**2021-2023 MASTER GRANT AGREEMENT**  
**Exhibit A, Program Element 04**  
**State Homeless Assistance Program (SHAP)**

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- 1) **Description.** The State Homeless Assistance Program (SHAP) provides state funds to help meet the emergency needs of homeless Oregonians by providing operational support for emergency shelters and the supportive services directly related to them. SHAP funds are available for six program service components: street outreach; emergency shelter operations, shelter resident support services; acquisition, rehabilitation or conversion of a shelter facility; and data collection.
- 2) **Scope of Work.**
  - A) Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its funding application as approved by OHCS and supplemented herein, together with applicable program requirements including OAR 813.240 as amended and ORS 458.505 to 458.545. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
  - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the all program requirements, including but not limited to the following terms and conditions:
    - 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
    - 2) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
    - 3) May utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall be outlined and approved by OHCS in the subgrantee's funding application.
- 3) **Program Specific Reporting.**
  - A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary.
  - B) Reports submitted shall include:
    - 1) Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (Oct 20, Jan 20, Apr 20, Jul 20).
    - 2) Subgrantee shall provide additional reports as needed or requested by OHCS.
- 4) **Performance Measures.**
  - A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals:
    - 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of exit from the program or project funded by the program.
    - 2) All other outcome measures indicated on the EPIC Outcome page of the subgrantee's approved funding application.

**2021-2023 MASTER GRANT AGREEMENT**  
**Exhibit A, Program Element PE 05**  
**Housing Stabilization Program (HSP)**

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1. **Description.** The Housing Stabilization Program (HSP) provides temporary financial assistance and support services to stabilize housing for low-income eligible families who are homeless or unstably housed and receiving Temporary Assistance for Needy Families (TANF) or who are TANF-eligible. HSP funds are available for four program service components: housing related costs, auxiliary services, case management and data collection pursuant to CFDA 93.558, 45 CFR 260, 263 and 264.50, 42 U.S.C. 7, OAR 813.051 as amended, and ORS 124.060-065, 411.320, 419B.010-015, 430.735-765, 458.505 to 458.545.

2. **Scope of Work.**

A) Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its funding application as approved by OHCS and supplemented herein, together with applicable program requirements including CFDA 93.558, 45 CFR 260, 263 and 264.50, OAR 813.051 as amended and ORS 124.060-065, 458.505 to 458.545. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.

B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:

- 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
- 2) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements. Subgrantee is strongly encouraged to also align its evaluation process with its local DHS branch assessment process.
- 3) Assure that all household income is counted to determine eligibility for program services. Countable income must be equal to or below the program income limit (at or below 250% of the Federal Poverty Guidelines) in the month of application.
- 4) May utilize program funds to address specific needs of various homeless subpopulations. Specific targeting of funds shall be outlined and approved by OHCS in the subgrantee agency's funding application.
- 5) Assure that each program participant's housing or service plan is jointly developed and developed and coordinated with DHS and program participant.
- 6) Coordination with local DHS branch offices is required to increase partnerships and collaboration, including a referral process with referral tracking and may include sharing of assessment and case plan documents to avoid unnecessary duplication of effort. Collaboration shall be outlined and approved by OHCS in the subgrantee agency's funding application.
- 7) Ensure priority of program services is first given to households receiving TANF.

3. **Program Specific Reporting.**

A) Subgrantee shall and shall cause and shall require its subrecipients by contract to submit for OHCS approval all reports as required in this agreement. No reporting deadline extension shall be given by OHCS for reports related to HSP.

B) Reports submitted shall include:

- 1) Referral Tracking and Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (Oct 20, Jan 20, Apr 20, Jul 20), to include ensuring that request for funds have been submitted for all fiscal year expenses by Jul 30 of each fiscal year.
- 2) Subgrantee shall provide additional reports as needed or requested by OHCS.

**4. Maintenance of Effort Requirements.**

- A) Subgrantee shall make maintenance of effort contributions in compliance with 45 CFR 92.24, 92.3, 263.2 through 263.6 to supplement the program in an amount that equals subgrantee's total fund allocation, unless otherwise directed by OHCS, and in compliance with the following requirements:
- 1) May obtain maintenance of effort cash contributions not otherwise counted towards a federal cost-sharing or matching requirement from any nonfederal source including state, local and private. State funds exclude funds expended under the Medicaid program, and funds from a prior fiscal year. Contributions must not have been used for any maintenance of effort for a previous program grant.
  - 2) May obtain maintenance of effort value of third-party, in-kind contributions if the expenditure is verifiable and meets applicable requirements in 45 CFR 92.3, 92.24 and 263; AND is not otherwise counted towards a federal cost-sharing or matching requirement. OHCS must approve the methodology used for in-kind valuation prior to including the value on the quarterly report. OHCS approval shall include verifying with DHS that the valuation meets federal TANF maintenance of effort requirements.
  - 3) Required maintenance of effort must be provided and expended within the subgrantee's program grant award year.
  - 4) Maintenance of effort contributions shall meet MOE requirements as defined in the program manual and must be provided to households that meet program eligibility requirements. MOE services must meet one or more of the following TANF purposes:
    - (a) Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives;
    - (b) End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage;
    - (c) Preventing out-of-wedlock pregnancies; or
    - (d) Encourage the formation and maintenance of two-parent families.
  - 5) Subgrantee shall report maintenance of effort contributions on the Referral Tracking and Quarterly Provider Report.

**5. Performance Measures.**

- (A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals:
- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at the time of exit from the program or project funded by the program.
  - 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from time of program or project exit.
  - 3) All other outcome measures indicated on the EPIC Outcome page of the subgrantee's approved funding application.

**2021-2023 MASTER GRANT AGREEMENT**  
**Exhibit A, Program Element 06**  
**HOME Tenant Based Rental Assistance Program (HTBA)**

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1. **Description.** The HOME Tenant Based Assistance (HOME TBA or HTBA) program provides financial assistance to very low-income households to enable them to rent market-rate housing units. The HTBA is federally funded by the U.S. Department of Housing and Urban Development (HUD) and provides rental subsidies, known as "tenant-based rental assistance", to tenants to pay a portion of their housing costs including, rent, utilities and refundable security deposit.

2. **Scope of Work.**

- A) Subgrantee shall and shall cause and require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its funding application as approved by OHCS and supplemented herein, together with applicable program requirements including CFDA 14.239, 42 USC 12701 et. seq., 24 CFR 92, ORS 456.620, ORS 458.505 and OAR 813.120. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
- B) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
  - 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide services outlined in this agreement.
  - 2) Develop a written tenant selection plan in compliance with program requirements as satisfactory to and approved by the department.
  - 3) Affirmatively market the program to the broadest possible range of potential applicant households including but not limited to those who may have barriers to applying due to language, geography or disability.
  - 4) Require all program participants, as appropriate, to participate in programs or activities that shall increase household self-sufficiency. NOTE: a program participant's refusal to continue with an established self-sufficiency plan cannot be grounds for termination of program participation.

3. **Program Specific Reporting.**

- A) Subgrantee shall and shall cause and shall require its subrecipients by contract to submit for OHCS approval all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary.
- B) Reports submitted shall include:
  - 1) Reports as required in the program manual.
  - 2) Additional reports as needed or requested by OHCS.

4. **Match Requirement.**

- A) Program matching funds may be required at the discretion of OHCS.
- B) Subgrantee shall report match as directed by OHCS.

**5. Performance Measures.**

- A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goal:
- 1) Increased housing stability as measured by the percentage of households served who maintained permanent housing for at least six months after exiting the program.
  - 2) All other outcome measures indicated on the EPIC Outcome page of the subgrantee's approved funding application.

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**2021-2023 MASTER GRANT AGREEMENT**  
**Exhibit A, Program Element PE 07**  
**Elderly Rental Assistance (ERA)**

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1. **Description.** Elderly Rental Assistance (ERA) provides state funds to defray the cost of rental housing for very low-income households that are homeless or at risk of homelessness and unstably housed and where at least one household member is 58 years or older. ERA funds are available for six program service components: transitional housing; rapid re-housing; homelessness prevention; supportive in-home services; case management and data collection.

2. **Scope of Work.**

A) Subgrantee shall, and shall cause and shall require by contract, that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its funding application as approved by OHCS and supplemented herein, together with applicable program requirements including OAR 813-053, as amended, and ORS 458.375; 458.377; and 458.600 to 458.650. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.

B) Subgrantee shall, and shall cause and shall require its subrecipients by contract, to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:

- 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
- 2) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and OHCS program requirements.
- 3) Re-evaluate program participant eligibility and need for program services in compliance with program requirements.
- 4) May utilize program funds to address the specific needs of various elderly subpopulations. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved by OHCS in the subgrantee's funding application prior to implementation.

3. **Program Specific Reporting.**

A) Subgrantee shall and shall cause and shall require its subrecipients by contract to submit for OHCS approval all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary.

B) Reports submitted shall include:

- 1) Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (Oct 20, Jan 20, Apr 20, Jul 20).
- 2) Additional reports as needed or requested by OHCS.

4. **Performance Measures.**

A) Subgrantee shall, and shall cause and require its subrecipients by contract, to administer the program in a manner consistent with program requirements designed to achieve the following performance goal:

- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.

- 2) All other outcome measures indicated on the EPIC Outcome page of the subgrantee's approved funding application.

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**2021-2023 MASTER GRANT AGREEMENT**  
**Exhibit A, Program Element 08**  
**Low Income Home Energy Assistance Program (LIHEAP)**

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1. **Description.** The Low-Income Home Energy Assistance Program (LIHEAP) is intended to assist low-income households, particularly those with the lowest incomes who pay a high proportion of household income for home energy, primarily to meet their immediate home energy needs. LIHEAP is federally funded by the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services. Services covered by LIHEAP include bill payment assistance, energy education, case management, weatherization, and other energy-related repairs.
2. **Scope of Work.**
  - A. Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan application as approved by OHCS and supplemented herein, together with applicable legal requirements including CFDA 93.568, 2 U.S.C. 8621, ORS 458.505, 45 CFR 96, and OAR 813-200. The approved work plan application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this subsection 2A or otherwise under this agreement.
  - B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer LIHEAP funds in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
    - 1) Provide heating and, at subgrantee's discretion, cooling assistance with LIHEAP funds anytime between October 1<sup>st</sup> and September 30<sup>th</sup> as funding allows.
    - 2) At minimum, provide crisis assistance from December 1st through March 15th. If direct service funds are exhausted before March 15th, subgrantee and subrecipients must be available to assist households in crisis by providing information, referral, advocacy, and/or case management services. Subgrantee may choose to offer crisis assistance on a year-round basis.
    - 3) May request approval from OHCS program coordinator to extend timelines for any assistance component based on funding and operational circumstances.
    - 4) Assure that outreach is performed in a manner which ensures all eligible households are made aware of available LIHEAP assistance. This includes but is not limited to placing posters in local and county social service offices, publishing articles in local newspapers, broadcast media announcements, and vendor billing inserts and/or mailings. Subgrantee may also execute interagency agreements with other low-income program offices to perform outreach tasks.
      - a. Households residing in any OHCS multifamily housing portfolio property are considered to be year-round priorities for outreach. These properties have been supported with public funds and the preservation and stabilization of this housing is a priority for the State of Oregon. A current list is available on the OHCS website in both an Excel version or as a PDF.
      - b. OHCS is committed to "Meaningfully engage culturally specific and culturally responsive organizations and their constituents to ensure OHCS policies, practices, systems of accountability and

program awards are designed to advance equity and racial justice and meet the needs of communities of color.”

- 5) Assure applications for the LIHEAP program (every component, including crisis) shall be accepted at sites that are geographically accessible to all households across their service area.
- 6) Ensure that individuals who are “homebound” (physically infirm) shall be provided alternative application methods, including, but not limited to phone, mail and/or home visits.
- 7) May choose to prioritize vulnerable populations (including elderly, disabled and families with young children) for a brief phase at the start of the heating or cooling season. Priority intake periods are intended to allow for additional time and outreach necessary to provide quality services to vulnerable populations, and shall not exclude non-targeted households for more than a short period of time.
- 8) May request approval to target specific services to allowable populations based on community need. Clear policies for application, eligibility and outreach practices must be outlined in the local work plan application and approved by OHCS. Examples of targeted populations include, but are not limited to:
  - a) Households that have not accessed other available energy assistance for the current program year (e.g. fuel funds, utility programs).
  - b) Vulnerable populations as defined by the LIHEAP statute, including seniors, disabled, and families with young children.
  - c) Households who opt to participate in pilot programs including long term case management, energy education, and/or arrearage management programs.
- 9) Subgrantees with Tribal LIHEAP Grantees (tribes who receive LIHEAP funds directly from HHS) in their service area shall make every effort to assure that tribal households do not receive duplicate payments or services. If for any reason an eligible tribal member is unable to access their tribal LIHEAP program (e.g., out of funds, geographically inaccessible, unanticipated hardship) they should be served as any other eligible household. Households affiliated with tribes not receiving LIHEAP funds from HHS should be treated as any other applicant. Any deviation from these policies must be approved by OHCS.
- 10) Assure that households receiving LIHEAP benefits are determined to be eligible based on guidelines provided annually by OHCS.
- 11) Use the benefit matrix and payment guidelines as outlined in the Energy Assistance Operations Manual to determine LIHEAP benefit levels. Any variation from statewide payment levels or types must be approved by OHCS.
- 12) Assure that life- threatening crisis situations are addressed within either 18 hours (if already disconnected) or 48 hours (at risk of disconnection) of application. These timeframes must be documented to ensure compliance with federal requirements and must include comments outlining how the situation was addressed.
- 13) Provide any of the following forms of assistance, or a combination thereof, to resolve energy related emergencies:
  - a) Bill payment assistance
  - b) Heating or cooling system repair or replacement- includes repair, replacement, or conversion of inoperative, non-functional, or unsafe household heating or cooling equipment necessary to alleviate

potential crisis. When considering heating or cooling repair or replacement, considerable effort should be made to supplement LIHEAP funds with other leveraged resources.

- c) Other equipment repair/replacement- includes repair or replacement of energy-related inoperative, non-functional, or unsafe household appliances/equipment necessary to alleviate home energy crisis. When considering equipment repair or replacement, considerable effort should be made to supplement LIHEAP funds with other leveraged resources.
  - d) Other emergency services- including, but not limited to, information, referral, coordination of benefits, advocacy, case management and/or other goods and services necessary to relieve immediate threat to health and safety.
- 14) Notify households regarding the amount of bill payment assistance to be provided. Applicants who apply by mail should receive a notice by mail or may be notified by telephone
  - 15) Assure that LIHEAP Assurance 16 funds are used to reduce household energy burden, improve utility payment patterns, promote energy conservation and improve household self-sufficiency. Subgrantee shall outline policies and procedures for awarding Assurance 16 funding in their local workplan application.
  - 16) Assure that participating home energy supplier sign and comply with vendor contracts and ensure that no home energy supplier is paid with LIHEAP funds without a signed contract. In cases where a home energy supplier is not under contract, households may be paid directly.
  - 17) Authenticate all home energy suppliers paid with LIHEAP funds. A process for authentication (e.g. verifiable tax ID, business documentation) must be outlined and approved in the local work plan application.
  - 18) Pay home energy suppliers within 45 days of committing a LIHEAP benefit, unless otherwise specified in the vendor contract.
  - 19) Assure that applicants understand and sign a vendor release of information in cases where household information must be obtained from a utility/vendor.
  - 20) Does not use LIHEAP funds to pay for any person influencing or attempting to influence an officer or 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. If any funds other than LIHEAP have been paid or shall be paid to any employees for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of the Federal LIHEAP contract, grant, loan or cooperative agreement, subgrantee shall, and shall cause and shall require its subrecipients by contract to complete and submit Standard- Form-LLL ("Disclosure Form to Report Lobbying") in accordance with its instructions.

### **3. Program Specific Reporting**

A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to comply with the following program specific reporting requirements:

- 1) Ensure that data collection and reporting for LIHEAP funded activities be conducted through the use of OHCS approved OPUS database and assure that data entry into OPUS occurs in an accurate and timely manner as satisfactory to OHCS, ideally at the time of intake.
- 2) Maintain record of leveraged resources as outlined in the LIHEAP State Plan. Subgrantees must use this documentation to complete and submit the LIHEAP Leverage report, satisfactory to OHCS, due annually by October 15th.

- 3) Submit all reports as required in this agreement and outlined in the Energy Assistance Operations Manual as satisfactory to OHCS.
- 4) Provide additional reports as needed or requested by OHCS.
- 5) May request a reporting deadline extension when necessary.

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**2021–2023 MASTER GRANT AGREEMENT  
Exhibit A, Attachment # Program Element 09**

**Low-Income Home Energy Assistance Program Weatherization Assistance Program (LIHEAP WX)**

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- 1. Description.** The Department of Oregon Housing and Community Services (OHCS) has been designated by the Governor as the administrator of all federally funded low-income weatherization programs. The Low-Income Home Energy Assistance Program (LIHEAP) is federally funded by the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services and provides a portion of annual funding for weatherization assistance purposes.
- 2. Scope of Work.**
- A. Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan application as approved by OHCS and supplemented herein, together with applicable legal requirements including CFDA 93.568, 42 U.S.C. § 8621-8630. The approved work plan application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
- B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer LIHEAP weatherization funds in compliance with the following terms and conditions:
- 1) May use LIHEAP weatherization funds for allowable administrative costs in order to provide the services outlined in this agreement.
  - 2) Use Training and Technical Assistance (T&TA) funds for the purposes of Training and Technical Assistance as outlined in the LIHEAP and DOE State Plans. Subgrantee reserves the right to submit an OHCS budget change request to have funds moved for the purpose of providing weatherization assistance.
  - 3) Determine priority among program applicants by using at minimum the following criteria and such other criteria as satisfactory to OHCS:
    - a. Households with seniors as defined by those persons over the age of 60.
    - b. Households with disabled members.
    - c. Households with children eighteen years of age and under.
  - 4) Provide allowable weatherization assistance that may include, but is not necessarily limited to weatherization services, baseload services, and energy education.
  - 5) Address Health and Safety issues as required by the LIHEAP and DOE State Plans, including but not limited to:
    - a. Using LIHEAP WX prescribed methods of home analysis to determine existing health and safety needs.
    - b. Testing for the presence of carbon monoxide and combustion appliance zone depressurization testing of one hundred percent (100%) of the homes containing combustion appliances.
    - c. Installing Carbon Monoxide alarms in one hundred percent (100%) of homes.
    - d. Addressing Indoor air quality in all weatherized homes by performing pre- and post-blower door tests on 100% of homes weatherized and results used to determine the ASHRAE Standard 62.2 whole building ventilation rates for each home are met through the proper installation of vented exhaust fans with flow controllers in those homes. When providing energy education and/or Baseload services only, ASHRAE Standard 62.2 ventilation standards are optional when no moisture related air quality issues are noted.

- e. Assessment of existing mold and mildew conditions in 100% of homes weatherized with LIHEAP weatherization funds.
- 6) May use LIHEAP Weatherization Funds for the replacement of appliances as funding sources allow and dispose of appliances in accordance with US Environmental Protection Agency (EPA) guidelines.
  - 7) Provide energy education to qualified households through such means that may include, but are not limited to:
    - a. Referral to another department within the subgrantee or subrecipient agency.
    - b. Referral to another agency that provides energy education services.
    - c. As part of the weatherization program. This may include, but is not limited to in-home energy education, or energy education as part of a classroom setting.
  - 8) Maintain a deferral policy that is satisfactory to OHCS. Once a deferral is determined by the subgrantee or subrecipient, a "Letter of Service Denial" or "Delay Due to Site Conditions" shall be mailed to the applicant with the specific reason given. Deferral reasons may include, but are not limited to, the following:
    - a. Structurally unsound dwelling.
    - b. Evidence of substantial, persistent infestation of rodents, insects, or other harmful/objectionable animals, which are difficult to control.
    - c. Electrical or plumbing hazards which cannot be resolved prior to, or as a part of, weatherization assistance.
    - d. The presence of raw sewage around or in any part of the dwelling.
    - e. Environmental hazards such as serious moisture problems, friable asbestos, or other hazardous materials, which cannot be resolved prior to or as a part of the weatherization assistance.
    - f. The presence of a dead animal, or animal feces, in any area of the dwelling where program staff must install weatherization measures.
    - g. Excessive debris in and around the dwelling which limits the program staff access to the dwelling.
    - h. Maintenance and housekeeping practices which are negligent to the point of limiting access of program staff to the dwelling.
    - i. An apparent threat of violence or abuse to any program staff member, or any household member, during the weatherization process.
    - j. The presence and/or use of any controlled substance in the dwelling during the weatherization process.
    - k. Dwelling in which the costs of repairs substantially exceed the cost of the weatherization measures.
    - l. Major remodeling is in progress, limiting the proper completion of weatherization measures.
    - m. Substantial standing water in or around the crawl space or basement area limiting the proper completion of weatherization measures.
    - n. Uncooperative property owner or tenant who refuses a weatherization measure, refuses to make modifications necessary to permit a measure to be completed, or refuses to allow contractor staff access to dwelling.
    - o. Home is being advertised as being for sale.
  - 9) Require their weatherization contractors and weatherization programs have a certified lead safe renovator on staff.
  - 10) Require weatherization staff that provides energy audits and/or inspections in homes to attend health and



safety training.

- 1) Require at least one (1) staff members to be certified as a REM/Design operator. Carry an active contractor's license with Construction Contractors Board (CCB). Exceptions are Government Entities, Public Non-Profits, and Tribal Governments.
- 2) Carry an active contractor's license with Construction Contractors Board (CCB). Exceptions are Government Entities, Public Non-Profits, and Tribal Governments.
- 3) Participate in peer exchange annually if the agency is determined to be "at risk" through the OHCS monitoring process. Agencies participating in peer exchange must follow peer exchange protocols as directed in the LIHEAP and DOE State Plans.
- 4) Assure that LIHEAP funds are not used to pay for any person influencing or attempting to influence an officer or 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. If any funds other than LIHEAP have been paid or shall be paid to any employees for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of the Federal LIHEAP contract, grant, loan or cooperative agreement, subgrantees shall, and shall cause and shall require its subrecipients by contract to complete and submitting Standard- Form- LLL ("Disclosure Form to Report Lobbying") in accordance with its instructions.
- 5) Ensure every LIHEAP weatherization unit reported as a "completed unit" receives a final inspection aligning with and meeting the quality specifications outlined in the standard work specifications (SWS) aligned field guide.
- 6) Provide subrecipients and/or contractors with technical requirements for field work including audits/testing; installation of energy conservation, health and safety and incidental repair measures; and final inspections. The subgrantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be referenced in subrecipient contracts. Contractors hired by the subgrantee and subrecipient must have agreements that include the same technical requirements referenced above. The work of the contractor must be consistent with the quality specifications outlined in the SWS aligned field guide.

### **3. Program Specific Reporting**

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to comply with the following program specific reporting requirements:
  - 1) Ensure that data collection and reporting for LIHEAP weatherization-funded activities be conducted through the use of OHCS approved OPUS database or other OHCS designated service data information system and assure that data entry into OPUS occurs in an accurate and timely manner.
  - 2) Submit all reports as required in this agreement including but not limited to the "Weatherization Quarterly Program Report" which is due quarterly by the 20th of January, April, July, and October to OHCS.
  - 3) Provide additional reports as needed and requested by OHCS.
  - 4) May request a reporting deadline extension when necessary.

### **4. Performance Measures**

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to operate its low-income weatherization program in a manner designed to achieve the following performance goals:

- 1) Households served by the low-income weatherization program, utilizing funds from OHCS, should realize an average 12% savings in their annual energy bill due to weatherization improvements as predicted through proper use of an OHCS approved computerized auditing tool.
- 2) In homes where health and safety issues are identified 70% shall have the issues reduced or eliminated as grant funds allow.

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**2021-2023 MASTER GRANT AGREEMENT**  
**Exhibit A, Program Element 10**  
**Oregon Energy Assistance Program (OEAP)**

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1. **Description.** The Oregon Energy Assistance Program (OEAP) provides electric bill payment assistance to low-income households who have an account with Portland General Electric or Pacific Power utility vendors.
2. **Scope of Work.**
  - A. Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local workplan application as approved by OHCS and supplemented herein, together with applicable legal requirements including ORS 757.612 and OAR 813-202. The approved workplan application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
  - B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer OEAP funds in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
    - 1) Assure that outreach is performed in a manner which ensures all eligible households are made aware of available OEAP assistance. This includes but is not limited to placing posters in local and county social service offices, publishing articles in local newspapers, broadcast media announcements, and vendor billing inserts and/or mailings. Subgrantees may also execute interagency agreements with other low-income program offices to perform outreach tasks.
      - a) Households residing in any OHCS multifamily housing portfolio property are considered to be year-round priorities for outreach. These properties have been supported with public funds and the preservation and stabilization of this housing is a priority for the State of Oregon. A current list is available on the OHCS website in both an Excel version or as a PDF.
      - b) OHCS is committed to “Meaningfully engage culturally specific and culturally responsive organizations and their constituents to ensure OHCS policies, practices, systems of accountability and program awards are designed to advance equity and racial justice and meet the needs of communities of color.”
    - 2) Assure applications for the OEAP program (every component, including crisis) shall be accepted at sites that are geographically accessible to all eligible households across their service area.
    - 3) Assure that individuals who are “homebound” (physically infirm) shall be provided alternative application methods, including, but not limited to phone, mail and/or home visits.
    - 4) May request approval to target specific services to allowable populations based on community need. Clear policies for client application, eligibility and outreach practices must be outlined in the local workplan application and approved by OHCS. Examples of targeted populations include, but are not limited to:
      - a) Households that have not accessed other available energy assistance for the current program year (e.g. fuel funds, utility programs).
      - b) Vulnerable Populations as defined by the LIHEAP program statute, including seniors, disabled, and families with young children.

- c) Households who opt to participate in pilot programs including long term case management, energy education, and/or arrearage management programs.
- 5) Use the statewide benefit matrix and payment guidelines as outlined in the Energy Assistance Operations Manual to determine OEAP benefit levels. Any variation from statewide payment levels or types must be approved by OHCS.
- 6) Assure that life- threatening crisis situations are addressed within either 18 hours (if already disconnected) or 48 hours (at risk of disconnection) of application. These timeframes must be documented and must include comments outlining how the situation was addressed.
- 7) Notify households regarding the amount of bill payment assistance to be provided. Applicants who apply by mail should receive a notice by mail or may be notified by telephone.
- 8) Assure that participating home energy suppliers sign and comply with vendor contracts and ensure that no home energy supplier is paid with OEAP funds without a signed contract.
- 9) Pay home energy suppliers within 45 days of committing an OEAP benefit, unless otherwise specified in the vendor contract.
- 10) Assure that applicants understand and sign a vendor release of information in cases where household information must be obtained from a utility/vendor.

### **3. Program Specific Reporting**

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to comply with the following program specific reporting requirements:
  - 1) Ensure that data collection and reporting for OEAP funded activities be conducted through the use of OHCS approved OPUS or other OHCS designated service data information system and assure that data entry into OPUS occurs in an accurate and timely manner as satisfactory to OHCS, ideally at the time of intake.
  - 2) Submit all reports as required in this agreement and outlined in the Energy Assistance Operations Manual as satisfactory to OHCS.
  - 3) Provide additional reports as needed and requested by OHCS.
  - 4) May request a reporting deadline extension when necessary.

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**2021-2023 MASTER GRANT AGREEMENT**  
**Exhibit A, Attachment # Program Element 11**  
**Bonneville Power Administration (BPA) Weatherization Assistance Program**

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1. **Description.** The Oregon Housing and Community Services Department has been designated by the Governor as the administrator of all federally funded low-income weatherization programs. The Bonneville Power Administration (BPA) created a low-income weatherization program available to households (owners and renters) who heat with electricity from a public utility.
2. **Scope of Work.**
  - A. Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its work plan application as approved by OHCS and supplemented herein, together with applicable legal requirements including 42 U.S.C. 6851 – 6872 and 42 U.S.C. 7101. The approved work plan application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
  - B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer BPA funds in compliance with the following terms and conditions:
    - 1) May use funds for allowable administrative costs in order to provide the services outlined in this agreement.
    - 2) Use Training and Technical Assistance (T&TA) funds for the purposes of Training and Technical Assistance as outlined in the DOE State Plan. Subgrantee reserves the right to submit an OHCS budget change request to have funds moved for the purpose of providing weatherization assistance.
    - 3) Determine priority among program applicants by using at minimum the following criteria and such other criteria as satisfactory to OHCS:
      - a. Households with seniors as defined by those persons over the age of 60,
      - b. Households with disabled members.
      - c. Households with children eighteen years of age and under.
      - d. High residential energy users.
      - e. Households with a high energy burden.Local service providers may create a separate BPA waiting list rather than require the weatherization applicant in BPA service territory to remain on any other waiting list.
    - 4) Provide allowable weatherization assistance that may include, but is not necessarily limited to weatherization services, baseload services, and energy education. Subgrantee and subrecipients may install 100% of cost-effective measures as determined through the use of an OHCS approved computerized auditing tool.
    - 5) All weatherization services and baseload services, except for the purposes of Health and Safety, must have a saving to investment ratio (SIR) of 1.0 or greater as determined through the use of an OHCS- approved auditing tool.
    - 6) Maintain a Health and Safety average not to exceed thirty percent (30%) of the total BPA job cost on

average.

- 7) Address Health and Safety issues as required by the DOE State Plan, including but not limited to:
  - a. Using weatherization assistance program prescribed methods of home analysis to determine existing Health and Safety needs.
  - b. Testing for the presence of carbon monoxide and combustion appliance zone depressurization testing of one hundred percent (100%) of the homes containing combustion appliances.
  - c. Installing Carbon Monoxide alarms in one hundred percent (100%) of homes.
  - d. Addressing Indoor air quality in all weatherized homes by performing pre- and post-blower door tests on one hundred percent (100%) of homes weatherized and results used to determine the ASHRAE
  - e. 62.2 whole building ventilation rates for each home are met through the proper installation of vented exhaust fans with flow controllers in those homes. When providing energy education and/or Baseload services only, ASHRAE 62.2 ventilation standards are optional when no moisture related air quality issues are noted.
  - f. Assessment of existing mold and mildew conditions in one hundred percent (100%) of homes weatherized with BPA funds.
- 8) Maintain a repair average not to exceed thirty percent (30%) of the total BPA job cost on average.
- 9) May use weatherization funds for the replacement of inefficient appliances as funding sources allow and dispose of appliances in accordance with US Environmental Protection Agency (EPA) guidelines.
- 10) Provide energy education to qualified households through such means that may include, but are not limited to:
  - a. Referral to another department within the subgrantee or subrecipient agency.
  - b. Referral to another agency that provides energy education services.
  - c. As part of the weatherization program. This may include, but is not limited to in-home energy education, or energy education as part of a classroom setting.
- 11) Maintain a Deferral policy that is satisfactory to OHCS. Once a Deferral is determined by the subgrantee or subrecipient, a "Letter of Service Denial" or "Delay Due to Site Conditions" shall be mailed to the applicant with the specific reason given. Deferral reasons may include, but are not limited to, the following:
  - a. Structurally unsound dwelling.
  - b. Evidence of substantial, persistent infestation of rodents, insects, or other harmful/objectionable animals, which are difficult to control.
  - c. Electrical or plumbing hazards which cannot be resolved prior to, or as a part of, weatherization assistance.
  - d. The presence of raw sewage around or in any part of the dwelling.
  - e. Environmental hazards such as serious moisture problems, friable asbestos, or other hazardous materials, which cannot be resolved prior to or as a part of the weatherization assistance.
  - f. The presence of a dead animal, or animal feces, in any area of the dwelling where program staff must

- install weatherization measures.
- g. Excessive debris in and around the dwelling which limits the program staff access to the dwelling.
  - h. Maintenance and housekeeping practices which are negligent to the point of limiting access of program staff to the dwelling.
  - i. An apparent threat of violence of abuse to any program staff member, or any household member, during the weatherization process.
  - j. The presence and/or use of any controlled substance in the dwelling during the weatherization process.
  - k. Dwelling in which the costs of repairs substantially exceed the cost of the weatherization measures.
  - l. Major remodeling is in progress, limiting the proper completion of weatherization measures.
  - m. Substantial standing water in or around the crawl space or basement area limiting the proper completion of weatherization measures.
  - n. Proposed weatherization conservation measures shall result in minimal energy savings and the cost of these measures have a saving to investment ratio (SIR) of less than one (1).
  - o. Uncooperative property owner or tenant who refuses a weatherization measure, refuses to make modifications necessary to permit a measure to be completed, or refuses to allow contractor staff access to dwelling.
  - p. Home is being advertised as being for sale.
- 12) Require their weatherization contractors and weatherization programs have a certified lead safe renovator on staff.
  - 13) Require weatherization staff that provides energy audits and/or inspections in homes to attend health and safety training.
  - 14) Require at least one (1) staff members to be certified as a REM/Design operator.
  - 15) Carry an active contractor's license with Construction Contractors Board (CCB). Exceptions are Government Entities, Public Non-Profits, and Tribal Governments.
  - 16) Participate in peer exchange annually if the agency is determined to be "at risk" through the OHCS monitoring process. Agencies participating in peer exchange must follow peer exchange protocols as directed in the DOE State Plan.
  - 17) Ensure every BPA unit reported as a "completed unit" receives a final inspection aligning with the quality specifications outlined by OHCS ensuring that all work meets the minimum specifications outlined in the standard work specifications (SWS) aligned field guide in accordance with 10 CFR 440.
  - 18) Ensure every BPA unit reported as a "completed unit" has a form in the client file that certifies all of the work had a final inspection and that the work met the required standards. This form must be signed by a certified quality control inspector.
  - 19) Provide subrecipients and/or contractors with technical requirements for field work including audits/testing; installation of energy conservation, health and safety and incidental repair measures; and final inspections. The subgrantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be

referenced in subrecipient contracts. Contractors hired by the subgrantee and subrecipient must have agreements that include the same technical requirements referenced above. The work of the contractor must be consistent with the quality specifications outlined in the SWS aligned field guide.

### **3. Program Specific Reporting**

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to comply with the following program specific reporting requirements:
  - 1) Ensure that data collection and reporting for BPA funded activities be conducted through the use of OHCS approved OPUS or other OHCS designated service data information system and assure that data entry into OPUS occurs in an accurate and timely manner.
  - 2) Submit all reports as required in this agreement including but not limited to the "Weatherization Quarterly Program Report" which is due quarterly by the 20th of January, April, July, and October to OHCS.
  - 3) Provide additional reports as needed and requested by OHCS.
  - 4) May request a reporting deadline extension when necessary.

### **4. Performance Measures**

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to operate its low-income weatherization program in a manner designed to achieve the following performance goals:
  - 1) Households served by the low-income weatherization program, utilizing funds from OHCS, should realize an average 12% savings in their annual energy bill due to weatherization improvements as predicted through proper use of an OHCS approved computerized auditing tool.
  - 2) In homes where health and safety issues are identified 70% shall have the issues reduced or eliminated as grant funds allow.

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**2021-2023 MASTER GRANT AGREEMENT**  
**Exhibit A, Attachment # Program Element 12**  
**Department of Energy (DOE) Weatherization Assistance Program**

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1. **Description.** The Department of Oregon Housing and Community Services has been designated by the Governor as the administrator of all federally funded low-income weatherization programs. The U.S. Department of Energy (DOE) makes funds available to Oregon for the Weatherization Assistance Program (WAP).
2. **Scope of Work.**
  - A. Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan application as approved by OHCS and supplemented herein, together with applicable legal requirements including CFDA 81.042 – 42 U.S.C. 6851 – 6872 and 42 U.S.C. 7101. The approved work plan application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
  - B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer DOE WAP funds in compliance with the following terms and conditions:
    - 1) May use funds for allowable administrative costs in order to provide the services outlined in this agreement.
    - 2) Use Training and Technical Assistance (T&TA) funds for the purposes of Training and Technical Assistance as outlined in the DOE State Plan. Subgrantee reserves the right to submit an OHCS budget change request to have funds moved for the purpose of providing weatherization assistance.
    - 3) Determine priority among program applicants by using at minimum the following criteria and such other criteria as satisfactory to OHCS:
      - a. Households with seniors as defined by those persons over the age of 60.
      - b. Households with disabled members.
      - c. Households with children eighteen years of age and under.
      - d. High residential energy users.
      - e. Households with a high energy burden.
    - 4) Provide allowable weatherization assistance that may include, but is not necessarily limited to weatherization services, baseload services, and energy education not to exceed the determined average designated by the current US DOE State Plan.
    - 5) All weatherization services and baseload services, except for the purposes of Health and Safety, must have a savings to investment ratio (SIR) of 1.0 or greater as determined through the use of an OHCS- approved auditing tool.
    - 6) Maintain a Health and Safety average not to exceed fifteen percent (15%) of the subgrantee total program allocation. Subgrantee shall, and shall cause and shall require its subrecipients by contract to address Health and Safety issues as required by the DOE State Plan, including but not limited to:
      - a. Using WAP prescribed methods of home analysis to determine existing Health and Safety needs.
      - b. Testing for the presence of carbon monoxide and combustion appliance zone depressurization testing of one hundred percent (100%) of the homes containing combustion appliances.

- c. Installing Carbon Monoxide alarms in one hundred percent (100%) of homes.
  - d. Addressing Indoor air quality in all weatherized homes by performing pre- and post-blower door tests on one-hundred percent (100%) of homes weatherized and results used to determine the ASHRAE whole building ventilation rates for each home are met through the proper installation of vented exhaust fans with flow controllers in those homes.
  - e. Assessment of existing mold and mildew conditions in one hundred percent (100%) of homes weatherized with DOE WAP funds.
- 7) May use weatherization funds for the replacement of inefficient appliances as funding sources allow and dispose of appliances in accordance with US Environmental Protection Agency (EPA) guidelines.
- 8) Provide energy education to qualified households through such means that may include, but are not limited to:
- a. Referral to another department within the subgrantee or subrecipient agency.
  - b. Referral to another agency that provides energy education services.
  - c. As part of the weatherization program. This may include, but is not limited to in-home energy education, or energy education as part of a classroom setting.
- 9) Maintain a Deferral policy that is satisfactory to OHCS. Once a Deferral is determined by the subgrantee or subrecipient, a "Letter of Service Denial" or "Delay Due to Site Conditions" shall be mailed to the applicant with the specific reason given. Deferral reasons may include, but are not limited to, the following:
- a. Structurally unsound dwelling.
  - b. Evidence of substantial, persistent infestation of rodents, insects, or other harmful/objectionable animals, which are difficult to control.
  - c. Electrical or plumbing hazards which cannot be resolved prior to, or as a part of, weatherization assistance.
  - d. The presence of raw sewage around or in any part of the dwelling.
  - e. Environmental hazards such as serious moisture problems, friable asbestos, or other hazardous materials, which cannot be resolved prior to or as a part of the weatherization assistance.
  - f. The presence of a dead animal, or animal feces, in any area of the dwelling where program staff must install weatherization measures.
  - g. Excessive debris in and around the dwelling which limits the program staff access to the dwelling.
  - h. Maintenance and housekeeping practices which are negligent to the point of limiting access of program staff to the dwelling.
  - i. An apparent threat of violence or abuse to any program staff member, or any household member, during the weatherization process.
  - j. The presence and/or use of any controlled substance in the dwelling during the weatherization process.
  - k. Dwelling in which the costs of repairs substantially exceed the cost of the weatherization measures.
  - l. Major remodeling is in progress, limiting the proper completion of weatherization measures.
  - m. Substantial standing water in or around the crawl space or basement area limiting the proper completion

of weatherization measures.

- n. Proposed weatherization conservation measures shall result in minimal energy savings and the cost of these measures have a savings to investment ratio (SIR) of less than one (1).
  - o. Uncooperative property owner or tenant who refuses a weatherization measure, refuses to make modifications necessary to permit a measure to be completed, or refuses to allow contractor staff access to dwelling.
  - p. Home is being advertised as being for sale.
- 10) Require their weatherization contractors and weatherization programs have a certified lead safe renovator on staff.
  - 11) Require weatherization staff that provides energy audits and/or inspections in homes to attend health and safety training.
  - 12) Require at least one (1) staff members to be certified as a REM/Design operator.
  - 13) Carry an active contractor's license with Construction Contractors Board (CCB). Exceptions are Government Entities, Public Non-Profits, and Tribal Governments.
  - 14) Assure that data collection and reporting for DOE WAP funded activities be conducted through the use of the OHCS OPUS database and assure that data entry into OPUS occurs in an accurate and timely manner as satisfactory to OHCS.
  - 15) Participate in peer exchange annually if the agency is determined to be "at risk" through the OHCS monitoring process. Agencies participating in peer exchange must follow peer exchange protocols as directed in the DOE State Plan.
  - 16) Ensure every DOE WAP unit reported as a "completed unit" receives a final inspection aligning with the quality specifications outlined by OHCS ensuring that all work meets the minimum specifications outlined in the standard work specifications (SWS) aligned field guide in accordance with 10 CFR 440.
  - 17) Ensure every DOE WAP unit reported as a "completed unit" has a form in the client file that certifies all of the work had a final inspection and that the work met the required standards. This form must be signed by a certified quality control inspector.
  - 18) Provide subrecipients and/or contractors with technical requirements for field work including audits/testing; installation of energy conservation, health and safety and incidental repair measures; and final inspections. The subgrantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be referenced in subrecipient contracts. Contractors hired by the subgrantee and subrecipient must have agreements that include the same technical requirements referenced above. The work of the contractor must meet the quality specifications outlined in the SWS aligned field guide.

### **3. Program Specific Reporting**

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to comply with the following program specific reporting requirements:
  - 1) Ensure that data collection and reporting for DOE WAP funded activities be conducted through the use of OHCS approved OPUS or other OHCS designated service data information system and assure that data entry into OPUS occurs in an accurate and timely manner.
  - 2) Submit all reports as required in this agreement including but not limited to the "Weatherization Quarterly

Program Report” which is due quarterly by the 20th of January, April, July, and October to OHCS.

- 3) Provide additional reports as needed and requested by OHCS.
- 4) Request a reporting deadline extension when necessary.

**4. Performance Measures**

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to operate its low-income weatherization program in a manner designed to achieve the following performance goals:
  - 1) Households served by the low-income weatherization program, utilizing funds from OHCS, should realize an average 12% savings in their annual energy bill due to weatherization improvements as predicted through proper use of an OHCS approved computerized auditing tool.
  - 2) In homes where health and safety issues are identified 70% shall have the issues reduced or eliminated as grant funds allow.

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**2021-2023 MASTER GRANT AGREEMENT**  
**Exhibit A, Attachment #Program Element 13**  
**Energy Conservation Helping Oregonians (ECHO) Weatherization Assistance Program**

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1. **Description.** The Oregon Housing and Community Services Department has been designated by the Governor as the administrator of all federally funded low-income weatherization programs. Energy Conservation Helping Oregonians (ECHO) is a weatherization program funded by ratepayers of Portland General Electric and Pacific Power. Only low-income households (owners and renters) that are PGE or Pacific Power customers are eligible for the program.
2. **Scope of Work.**
  - A. Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan application as approved by OHCS and supplemented herein, together with applicable legal requirements including ORS 757.612 and OAR 813.205. The approved workplan application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
  - B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer ECHO funds in compliance with the following terms and conditions:
    - 1) May use funds for allowable administrative costs in order to provide the services outlined in this agreement.
    - 2) Use Training and Technical Assistance (T&TA) funds for the purposes of Training and Technical Assistance as outlined in ECHO guidelines. Subgrantee reserves the right to submit an OHCS budget change request to have funds moved for the purpose of providing weatherization assistance.
    - 3) Determine priority among program applicants by using at minimum the following criteria and such other criteria as satisfactory to OHCS:
      - a. Households with seniors as defined by those persons over the age of 60.
      - b. Households with disabled members.
      - c. Households with children eighteen years of age and under.
    - 4) Provide allowable weatherization assistance that may include, but is not necessarily limited to weatherization services, baseload, and energy education. Subgrantee and subrecipients may install 100% of cost-effective measures as determined through the use of an OHCS approved computerized auditing tool.
    - 5) Weatherization services and baseload, except for the purposes of Health and Safety, must have a grouped savings to investment ratio (SIR) of 1.0 or greater as determined through the use of an OHCS-approved auditing tool.
    - 6) Maintain a Health and Safety average not to exceed twenty percent (20%) of the subgrantee total program allocation and address Health and Safety issues as required by ECHO guidelines, including but not limited to:
      - a. Using WAP prescribed methods of home analysis to determine existing Health and Safety needs.
      - b. Testing for the presence of carbon monoxide and combustion appliance zone depressurization testing of one hundred percent (100%) of the homes.

- c. Installing Carbon Monoxide alarms in one hundred percent (100%) of homes.
  - d. Addressing Indoor air quality in all weatherized homes by performing pre- and post-blower door tests on one-hundred percent (100%) of homes weatherized and results used to determine the ASHRAE whole building ventilation rates for each home are met through the proper installation of vented exhaust fans with flow controllers in those homes. When providing energy education and/or Baseload services only, ASHRAE Standard 62.2 ventilation standards are optional when no moisture related air quality issues are noted.
  - e. Assessment of existing mold and mildew conditions in one hundred percent (100%) of homes weatherized with ECHO funds.
- 7) May use weatherization funds for the replacement of inefficient appliances as funding sources allow and dispose appliances in accordance with US Environmental Protection Agency (EPA) guidelines.
  - 8) Provide energy education to qualified households through such means that may include, but are not limited to:
    - a. Referral to another department within the subgrantee or subrecipient agency.
    - b. Referral to another agency that provides energy education services.
    - c. As part of the weatherization program. This may include, but is not limited to in-home energy education, or energy education as part of a classroom setting.
  - 9) Maintain a Deferral policy that is satisfactory to OHCS. Once a Deferral is determined by the subgrantee or subrecipient, a "Letter of Service Denial" or "Delay Due to Site Conditions" shall be mailed to the applicant with the specific reason given. Deferral reasons may include, but are not limited to, the following:
    - a. Structurally unsound dwelling.
    - b. Evidence of substantial, persistent infestation of rodents, insects, or other harmful/objectionable animals, which are difficult to control.
    - c. Electrical or plumbing hazards which cannot be resolved prior to, or as a part of, weatherization assistance.
    - d. The presence of raw sewage around or in any part of the dwelling.
    - e. Environmental hazards such as serious moisture problems, friable asbestos, or other hazardous materials, which cannot be resolved prior to or as a part of the weatherization assistance.
    - f. The presence of a dead animal, or animal feces, in any area of the dwelling where program staff must install weatherization measures.
    - g. Excessive debris in and around the dwelling which limits the program staff access to the dwelling.
    - h. Maintenance and housekeeping practices which are negligent to the point of limiting access of program staff to the dwelling.
    - i. An apparent threat of violence or abuse to any program staff member, or any household member, during the weatherization process.
    - j. The presence and/or use of any controlled substance in the dwelling during the weatherization process.
    - k. Dwelling in which the costs of repairs substantially exceed the cost of the weatherization measures.

- l. Major remodeling is in progress, limiting the proper completion of weatherization measures.
  - m. Substantial standing water in or around the crawl space or basement area limiting the proper completion of weatherization measures.
  - n. Proposed weatherization conservation measures will result in minimal energy savings and the cost of these measures have a savings to investment ration (SIR) of less than one (1).
  - o. Uncooperative property owner or tenant who refuses a weatherization measure, refuses to make modifications necessary to permit a measure to be completed, or refuses to allow contractor staff access to dwelling.
  - p. Home is being advertised as being for sale.
- 10) Require their weatherization contractors and weatherization programs have a certified lead safe renovator on staff.
  - 11) Require weatherization staff that provides energy audits and/or inspections in homes to attend health and safety training.
  - 12) Require at least one (1) staff members to be certified as a REM/Design operator. This requirement may be waived at the discretion of the OHCS program coordinator. A waiver shall only be in effect for the length of this contract.
  - 13) Carry an active contractor's license with Construction Contractors Board (CCB). Exceptions are Government Entities, Public Non-Profits, and Tribal Governments.
  - 14) Participate in peer exchange annually if the agency is determined to be "at risk" through the OHCS monitoring process. Agencies participating in peer exchange must follow peer exchange protocols as directed in the ECHO guidelines.
  - 15) Ensure every ECHO unit reported as a "completed unit" receives a final inspection aligning with and meeting the quality specifications outlined in the standard work specifications (SWS) aligned field guide.
  - 16) Ensure every ECHO unit reported as a "completed unit" has a form in the client file that certifies all of the work had a final inspection and that the work met the required standards.
  - 17) Provide subrecipients and/or contractors with technical requirements for field work including audits/testing; installation of energy conservation, health and safety and incidental repair measures; and final inspections. The subgrantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be referenced in subrecipient contracts. Contractors hired by the subgrantee and subrecipient must have agreements that include the same technical requirements referenced above. The work of the contractor must be consistent with the quality specifications outlined in the SWS aligned field guide.

### **3. Program Specific Reporting**

- A Subgrantee shall, and shall cause and shall require its subrecipients by contract to comply with the following program specific reporting requirements:
  - 1) Ensure that data collection and reporting for ECHO funded activities be conducted through the use of the OHCS approved OPUS database or other OHCS designated service data information system and assure that data entry into OPUS occurs in an accurate and timely manner.
  - 2) Submit all reports as required in this agreement including but not limited to the "Weatherization Quarterly Program Report" which is due quarterly by the 20th of January, April, July, and October to OHCS.

- 3) Provide additional reports as needed and requested by OHCS.
- 4) May request a reporting deadline extension when necessary.

**4. Performance Measures**

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to operate its low-income weatherization program in a manner designed to achieve the following performance goals:
- 1) Households served by the low-income weatherization program, utilizing funds from OHCS, should realize an average 12% savings in their annual energy bill due to weatherization improvements as predicted through proper use of an OHCS approved computerized auditing tool.
  - 2) In homes where health and safety issues are identified 70% shall have the issues reduced or eliminated as grant funds allow.

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**2019 – 2021 MASTER GRANT AGREEMENT**  
**Exhibit A, Program Element PE 14 CRF RENTAL RELIEF PROGRAM**

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1. **Description.** Coronavirus Relief Fund (CRF) Rental Relief Program provides federal funds from the U.S. Department of the Treasury, Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 to the Oregon Housing and Community Services for rental assistance during the coronavirus (COVID-19) pandemic. The CARES Act requires payment from the CRF be used to cover expenses that 1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; 2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and 3) were incurred during the period that begins on March 1, 2020 and ends on December 31, 2021.
  
2. **Scope of Work.**
  - A) Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement together with applicable program requirements provided in ORS 458.650. The remaining provisions of this Section 2 are supplemental to and do not limit the obligations of Subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.
  
  - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the program requirements, including but not limited to the following terms and conditions:
    1. Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care, developed coordinated entry requirements and department program requirements.
  
    2. Assure that program services are available to low-income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements. Populations not defined in Exhibit A, Definitions, shall be defined by Subgrantee.
  
    3. Conduct eligibility assessment for households who have lost employment or income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, or displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19.
  
    4. Utilization of program funds to address the specific needs of various homeless subpopulations is allowable. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements.
  
3. **Program Specific Reporting.**
  - A) Subgrantee shall and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all HMIS reports as required in this Agreement. Subgrantee shall and shall cause and shall require its subrecipients to assure that data collection and reporting, which includes personally identifiable information, be conducted through the use of OHCS-approved HMIS. Subgrantee may request a reporting deadline extension when necessary. An extension request shall be approved by OHCS.

B) Reports submitted shall include:

- a. Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (October 20, January 20, April 20, July 20), to include ensuring that requests for funds have been submitted for all fiscal year expenses by July 30 of each fiscal year. Quarterly reports include personally identifiable information and other data collected through HMIS.
- b. Additional reports as needed or requested by OHCS.

**4. Performance Measures.**

- A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goal:
- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.

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**2019-2021 MASTER GRANT AGREEMENT**  
**Exhibit A, Program Element PE 15 Energy Assistance Stability (EAS) Program -**  
**Coronavirus Relief Fund (CRF)**

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1. **Description.** Coronavirus Relief Fund (CRF) Energy Assistance Stability (EAS) Program is intended to be responsive to the realities and challenges associated with COVID-19 by providing financial relief to vulnerable households for preventing, preparing for, or responding to COVID-19. These federal funds are provided from the U.S. Department of the Treasury, Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 to the Oregon Housing and Community Services for rental assistance during the coronavirus (COVID-19) pandemic. The CARES Act requires payment from the CRF be used to cover expenses that 1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; 2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and 3) were incurred during the period that begins on March 1, 2020 and ends on December 31, 2021.
2. **Scope of Work.**
  - A. Subgrantee shall, and shall cause and shall require by contract that its sub-recipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this Agreement, including its local work plan application as approved by OHCS and supplemented herein, together with applicable legal requirements including section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and the United States Department of the Treasury guidance attached hereto as Attachment 1. The approved work plan application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its sub-recipients arising under this subsection 2A or otherwise under this agreement.
  - B. Subgrantee shall, and shall cause and shall require its sub-recipients by contract to administer EAS funds in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
    - 1) Provide bill payment assistance with EAS funds anytime between July 1, 2020 and December 31, 2020 as funding allows.
    - 2) Assure that outreach is performed in a manner which ensures all eligible households are made aware of available EAS assistance. This includes, but is not limited to, placing posters in local and county social service offices, publishing articles in local newspapers, broadcast media announcements, and vendor billing inserts and/or mailings. Subgrantee may also execute interagency agreements with other low-income program offices to perform outreach tasks.
    - 3) Assure that applications for the EAS program are accepted at sites that are geographically accessible to all households across their service area.
    - 4) Ensure that individuals who are “homebound” (physically infirm) shall be provided alternative application methods, including, but not limited to phone, mail and/or home visits.
    - 5) If for any reason an eligible tribal member is unable to access their tribal EAS program (e.g., out of funds, geographically inaccessible, unanticipated hardship) they should be served as any other eligible household. Households affiliated with tribes not receiving EAS funds should be treated as any other applicant. Any deviation from these policies must be approved by OHCS.
    - 6) Assure that households receiving EAS benefits are determined to be eligible based on guidelines

provided by OHCS.

- 7) Use the payment guidelines as outlined in the Energy Assistance Operations Manual, along with supplemental guidelines, to determine EAS benefit levels. Any variation from statewide payment levels must be approved by OHCS.
- 8) Provide any of the following forms of assistance, or a combination thereof, to resolve energy related emergencies:
  - a. Bill payment assistance
  - b. Other emergency services- including, but not limited to, information, referral, coordination of benefits, advocacy, case management and/or other goods and services necessary to relieve immediate threat to health and safety.
- 9) Notify households regarding the amount of bill payment assistance to be provided. Applicants who apply by mail should receive a notice by mail or may be notified by telephone
- 10) Assure that participating home energy suppliers sign and comply with vendor contracts and ensure that no home energy supplier is paid with EAS funds without a signed contract. In cases where a home energy supplier is not under contract, households may be paid directly.
- 11) Authenticate all home energy suppliers paid with EAS funds. A process for authentication (e.g. verifiable tax ID, business documentation) must be outlined and approved in the local work plan application.
- 12) Pay home energy suppliers within 45 days of committing an EAS benefit, unless otherwise specified in the vendor contract.
- 13) Assure that applicants understand and sign a vendor release of information in cases where household information must be obtained from a utility/vendor.

### **3. Program Specific Reporting**

- A. Subgrantee shall, and shall cause and shall require its sub-recipients by contract to, comply with the following program specific reporting requirements:
  - 1) Ensure that data collection and reporting for EAS funded activities be conducted through the use of OHCS approved OPUS database and assure that data entry into OPUS occurs in an accurate and timely manner as satisfactory to OHCS.
  - 2) Submit all reports as required in this agreement and outlined in the Energy Assistance Operations Manual as satisfactory to OHCS. Subgrantee may request a reporting deadline extension when necessary.
  - 3) Provide additional reports as needed or requested by OHCS.

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**2021-2023 MASTER GRANT AGREEMENT**  
**Exhibit A, Program Element PE 16**  
**Emergency Solutions Grant Program – COVID-19 (ESG-CV)**

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**1. Description.** The Emergency Solutions Grant program - Coronavirus (ESG-CV) provides federal funds, as authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, to support local programs to assist very low-income individuals and families who have been affected by the COVID-19 pandemic, either through illness or from lost or reduced income. Households may be homeless, at risk of homelessness, or experiencing an economic crisis which could lead to homelessness in the future. ESG-CV funds may be used for five program service components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS pursuant to 24 CFR Part 5, subpart F, Part 91 and Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545.

**2. Scope of Work.**

A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local Implementation Report as approved by OHCS, and supplemented herein, together with applicable program requirements including HEARTH Act, 24 CFR Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545. The approved Implementation Report is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.

B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:

- 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
- 2) Conduct an applicant evaluation to determine eligibility for program services in alignment with OHCS and HUD requirements.
- 3) Re-evaluate program participant eligibility and need for program services for homelessness prevention and rapid re-housing in compliance with program requirements.
- 4) May utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall be outlined and approved by OHCS in the subgrantee's Implementation Report.
- 5) Comply with Conflict of Interest standards for both individuals and organizations as identified in 24 CFR 576.404(a), 24 CFR 85.36, and 24 CFR 84.42.

**3. Program Specific Reporting.**

A) Subgrantee shall and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary.

B) Reports submitted shall include:

- 1) Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (Oct 20, Jan 20, Apr 20, Jul 20).
- 2) Additional reports as needed or requested by OHCS.

**4. Performance Measures.**

- A) Subgrantee shall and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals.
- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at the time of their exit from the program or project funded by the program. Preliminary statewide target is 30%.
  - 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from time of program or project exit. Statewide target is 80%.
  - 3) All other outcome measures indicated on the EPIC Outcome page of the subgrantee's approved Implementation Report.

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January 06, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a revenue agreement with CareOregon for Integrated Care Model Expansions Funds. The amount is \$500,000. Funding is through CareOregon.

No County General Funds are involved.

<b>Purpose/Outcomes</b>	Integrated Care Model Expansion Funds are intended to provide financial support for the construction of the new integrated Sandy Health Center. The objectives are to expand access for CareOregon members, expand the number of visits, and expand access to transportation support.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement value is \$500,000.
<b>Funding Source</b>	CareOregon. No County General Funds are involved.
<b>Duration</b>	September 1, 2021 through September 1, 2023
<b>Previous Board Action</b>	No Previous Board Actions have been taken.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Improve Community Safety and Health</li> <li>2. Ensure safe, healthy and secure communities by investing funds to support construction of a new health care facility located in Sandy, Oregon.</li> </ol>
<b>Counsel Review</b>	December 7, 2021 KR
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></li> <li>2. This is a direct procurement.</li> </ol>
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	10168

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a revenue agreement with CareOregon. These funds will be used to support construction of a new health care facility located in Sandy, Oregon. This facility will integrate physical, behavioral and dental health services. This new facility will allow CCHCD to expand services to better meet the needs of CareOregon members and to provide transportation support for those members.

This agreement has a maximum value of \$500,000. This agreement is effective September 1, 2021 and terminates September 1, 2023.

**RECOMMENDATION:**

Staff recommends approval of this agreement.

*Healthy Families. Strong Communities.*

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

Clackamas.us/h3s

Respectfully submitted,

*Rodney Cook*

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



**CareOregon, Inc.  
Agreement  
Integrated Care Model Expansions**

This Agreement (“Agreement”) is between CareOregon, Inc. (“CareOregon”) and Clackamas County, by and through its Health Centers Division (“Provider”) for the period of September 1, 2021 to September 1, 2023 unless otherwise terminated as stipulated herein and sets forth the understandings and commitments concerning funding and administration of the Integrated Care Model Expansions (“Program”). For purposes of this Agreement, CareOregon and Provider may each be referred to individually as a “Party” and collectively as the “Parties”.

Project: Integrated Care Model Expansions  
Provider Contact: Deborah Cockrell  
Email:  
[dccokrell@co.clackamas.or.us](mailto:dccokrell@co.clackamas.or.us)

CareOregon Agreement Number: N/A  
CareOregon Contact: Brittany Kirkendall  
Phone: 503-416-3740  
E-mail: [paymentmodel@careoregon.org](mailto:paymentmodel@careoregon.org)

**I. Recitals:**

- A. CareOregon is an entity sub-contracted with Health Share of Oregon (“HSO”), a certified Coordinated Care Organization that has entered a Health Plan Services, Coordinated Care Organization Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the “CCO Contract”), with the state of Oregon, acting by and through the Oregon Health Authority (“OHA”).
- B. As a subcontractor of HSO, CareOregon provides health plan functions for HSO, as contracted for in the CCO Contract, whereby CareOregon serves HSO members enrolled in the Oregon Health Plan (“OHP”).
- C. Provider is contracted with CareOregon under a distinct and separate Provider Services Agreement, whereby Provider provides certain health services to eligible members enrolled in OHP. As stipulated in the Provider Services Agreement, Provider is subject to all the laws, rules, regulations, and contractual obligations that apply to OHP.
- D. The Parties desire to contract with one another such that CareOregon provides financial support to Provider to be invested in the construction efforts of a clinic as further described herein and pursuant to the terms and conditions of this Agreement (“Support Funds”). Both Parties acknowledge funding provided pursuant to this Agreement is separate from any of CareOregon’s other funding.

The foregoing recitals are hereby incorporated by this reference as substantive provisions of this Agreement. NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**II. Project Elements**

- A. **Project Description:** CareOregon shall provide financial support to Provider to support construction of a new health care facility that will integrate physical, behavioral, and dental health and will be located in Sandy, Oregon. This new facility will allow Provider to expand services to better meet the needs of CareOregon members, and to provide transportation support for CareOregon members.
- B. **Project Objectives:** The objectives of this Agreement are as follows:
- i. Expand access for newly or currently enrolled and assigned members.
  - ii. Expand the number of member visits.
  - iii. Expand member access to transportation support.

**III. Payment and Terms:**

- A. CareOregon agrees to disburse to Provider Support Funds in the amount of \$500,000.00 upon receipt of this signed Agreement. The Support Funds shall be comprised of the following line items: \$231,225.00 towards provider stability forgiveness of the amount due CareOregon from Provider for reconciliation of the 2020 Emergency Relief Provider Fund Program Agreement, and \$268,775.00 toward new facility costs.
- i. Provider understands and agrees that it shall use Support Funds solely for this Project. Any costs incurred by Provider which are not eligible for funding under this Agreement shall be the sole obligation of Provider. Provider understands that Support Funds are subject to Provider's compliance with this Agreement.
  - ii. Provider understands and agrees that nothing in this Agreement implies or guarantees ongoing funding or payment beyond the Support Funds authorized under this Agreement. In addition, CareOregon is under no obligation to pay for or participate in any cost increases, change orders, cost overruns, or additional Project expenses of any kind.
- B. To the extent that Provider receives funding from any other third-party granted for the same purpose as contemplated herein which would result in total funding above the current funding gap of \$5,000,000.00, Provider shall repay CareOregon that portion of Support Funds, up to the full amount of \$500,000.00, that is equal to the amount granted by any third-party which exceeds the current funding gap. Provider further agrees to provide CareOregon with a quarterly update regarding any such third-party funding or the lack thereof.
- C. In addition, Provider shall repay CareOregon all or a percentage of funds received for: (1) use of Support Funds by Provider for any purpose other than that which is contemplated by this Agreement; (2) noncompliance with the terms of this Agreement; or (3) any other reason specified in this Agreement. If repayment of any amount is due, Provider shall repay CareOregon

such sum or sums promptly or no later than thirty (30) days after a full accounting of funds is complete.

- D. Provider agrees to continue accepting new patient appointments from CareOregon enrollees either assigned to Provider, or who request access from Provider. In so doing, Provider shall prioritize appointments and services at the constructed facility located in Sandy for CareOregon members.

#### **IV. Reporting Requirements/Auditing/Maintenance of Records**

- A. **Reports.** In addition to the reports detailed below, from time to time, CareOregon may request certain information, records, and the submission of certain reports concerning various aspects of this Agreement including progress of the Project, use of Support Funds, compliance with the terms of this Agreement, percentage of the target population served, etc. At the reasonable request of CareOregon, Provider shall provide such information and records, submit such reports, or make its personnel available to discuss aspects of the Project. CareOregon shall provide Provider with reasonable notice along with detailed instructions on any material requested from Provider, should any such request be made.
  - i. Provider will provide semi-annual written reports to CareOregon beginning February 1, 2022 with additional reports due every six (6) months, regarding progress-to-date of Project and the financial administration of the Support Funds through the receipt of temporary certificate of occupancy for the constructed clinic. Provider shall provide CareOregon with a final cumulative written report regarding progress to date and the financial administration of the Support Funds upon receipt of the temporary certificate of occupancy.
  - ii. Provider agrees to meet with CareOregon at a mutually agreed upon time and date should CareOregon request a site visit to review Project progress.
- B. **Maintenance of Records.** Notwithstanding any other clause within this Agreement, Provider shall maintain all receipts, invoices, and the like for any purchases made with Support Funds along with any records that specifically show the use of Support Funds was in compliance with this Agreement.
- C. **Audit.** CareOregon shall have the right to conduct an audit of Support Funds paid through this Agreement. Provider shall make all books, accounting records, and other documents available at the reasonable request of Provider and for a period of three years beyond the Term of this Agreement for inspection by the State, CareOregon, or their authorized designees.

#### **V. General Provisions:**

- A. **Term.** This Agreement commences on September 1, 2021 ("Effective Date") and shall remain in effect through September 1, 2023 ("Termination Date") unless otherwise terminated as stipulated herein.
- B. **Termination:**
  - 1. In the event the Provider Services Agreement between Provider and CareOregon terminate, this Agreement shall terminate immediately, and Provider shall repay any amount of Support Funds paid by CareOregon, prorated from the date of termination to the Termination Date of September 1, 2023.

2. Either Party can terminate this Agreement without cause upon providing thirty (30) days prior written notice to the other Party.
  3. Without prejudice to any other remedies available to it at law, either Party shall have the right to terminate this Agreement at any time for cause upon written notice to the other Party.
    - a. For purposes hereof, cause is defined as: (1) the inability to perform the responsibilities hereunder or incompetence demonstrated in performance of responsibilities under this Agreement; (2) reasonable belief that the Principals, defined as an officer, director, owner, partner, agent, employee, subcontractor, contractor, person with management or supervisory responsibilities, or other representative of either Party, or representative(s) of either Party actively participating in performing the responsibilities hereunder have violated any applicable laws, rules, or regulations; (3) fraud, dishonesty, substance abuse, or personal conduct of either Party or its Principals which may harm the business and/or reputation of either Party; (4) reasonable belief that the health, safety, or welfare of a Member or Principal of either Party is threatened; (5) the termination of Provider's Health Care Services Agreement with CareOregon; and (6) a material breach.
    - b. In addition to permitting termination of this Agreement, a material breach committed by Provider shall entitle CareOregon to suspend or recoup all payments made to Provider pursuant to this Agreement and shall entitle CareOregon, at its election, to suspend Provider's participation in any and all CareOregon programs until such time as all material breaches are cured to CareOregon's satisfaction.
  4. This Agreement shall immediately terminate, as appropriate, in the event the services provided pursuant to this Agreement are determined to be funded through a duplicative alternative payment program's revenue source.
  5. Unless prohibited by law, this Agreement may be terminated, in whole or in part, by CareOregon whenever and for any reason CareOregon determines that such termination is in the best interest of CareOregon, the community it services, or the Members it serves.
  6. The Party initiating the termination, under any circumstance, shall render written Legal Notice of termination to the other Party and must specify the provision of this Agreement giving the right to termination, the circumstances giving rise to termination, and the date on which such termination is proposed to become effective.
  7. Upon Termination under any circumstance, any payments not yet made by CareOregon to Provider shall not be made and any remaining balance of payments disbursed to Provider under this Agreement that have not been used for, or committed to, the Program prior to termination must be refunded and repaid promptly to CareOregon. Provider understands and agrees that CareOregon will not be liable for, nor shall payments be made or used for, any services performed after the date of Termination.
- C. Representations and Warranties.
1. **General Warranty.** Provider represents and warrants that Provider, its agents, principals, employees, or representatives possess the knowledge, skill, experience necessary to perform the services contemplated under this agreement and will perform such services

in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.

2. Provider expressly represents and warrants to CareOregon that Provider is eligible to participate in and receive payment pursuant to this Agreement. In so doing, Provider certifies by entering into this Agreement that neither it nor its Principals are: (1) placed on the Tier Monitoring System by CareOregon's Peer Review Committee;(2) have documented contract and/or compliance issues; o, (3) are presently declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency.
3. Should it be determined that Provider was ineligible to receive payments from CareOregon pursuant to this Agreement, Provider expressly agrees to promptly repay all such payments disbursed to it under this Agreement.
4. If Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues, all funding associated with this Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue(s) to CareOregon's satisfaction. Any discontinued funding that has been withheld will not be disbursed.

#### **D. Confidentiality and Marketing.**

1. During performance of this Agreement, Provider may be given access to information that relates to CareOregon's business activities, products, services, personally identifiable employee information, or protected health information ("PHI") of Members. All such information shall be deemed "Confidential Information". Provider may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. Provider agrees to protect the confidentiality of all Confidential Information, abide by the Confidentiality provisions within the Provider Services Agreement between CareOregon and Provider, and specifically safeguard the health information of Members.
2. **HIPAA and HITECH.** Both Parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
3. Provider agrees to notify CareOregon of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.
4. In addition to the above, both Parties agree that all negotiations and related documentation will remain confidential and that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued without providing a written copy of the communication to the other Party and receiving the other Party's prior-to seek written approval, unless applicable law requires such disclosure In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional

campaign in any medium or manner. Email approval by CareOregon or the Provider Contact will suffice as written approval.

5. The terms of this Section D. apply to any of Provider's Principals as defined supra and it is Provider's responsibility to assure that all such Principals comply with all such requirements. In addition, the terms of this Section shall survive the expiration or termination of this Agreement.
- 
- E. Force Majeure:** Neither Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence provided such Party gives notice to the other Party, as soon as reasonably practicable, specifying the nature and particulars therefore and the expected duration thereof. Failure of a Party to give notice shall not prevent such Party from relying on this Section except to the extent that the other Party has been prejudiced thereby. Notwithstanding the foregoing, any dates and obligations specified in this Agreement shall be subject to change, without liability on either Party, based on the current information available concerning COVID-19.
  - F. Amendments and Waivers.** No amendment, modification, discharge, or waiver of this Agreement shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification, discharge, or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
  - G. Contact.** Provider agrees that the Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.
  - H. Insurance.** Provider agrees to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, and workers compensation insurance coverage in amounts standard to its industry. If the Oregon Tort Claims Act is applicable to either CareOregon or the Provide, this section is modified by its terms.
  - I. Indemnity; Defense.** Each party agrees to waive any claims, losses, liability, expenses, judgements, or settlements (referred to herein as "Claims") against the other Party for any claims arising out of or related to Services under this Agreement which result from the non-waiving Party's own negligence. Further, each party hereby agrees to defend, indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense, judgements or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) services performed under this Agreement, or (b) any breach or default in performance of any such party's obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding related to this Agreement then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party at

the indemnifying party's sole cost and expense. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interest. Indemnification duties under this Agreement shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution. This indemnity shall survive termination of this Agreement.

- J. **Compliance and Licensure.** Provider and CareOregon shall, at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of services under this Agreement. The Parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The Parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement. The parties shall have the right to immediately unilaterally terminate this Agreement upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.
- K. **Relationship of the Parties.** CareOregon and Provider are independent entities who are contracting with each other solely for the purpose of effecting the provisions of this Agreement for services. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties hereto other than that of independent-contractors.
- L. **No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligation that may be possessed by such third party.
- M. **Assignment or Delegation.** Except as otherwise specifically provided for herein, the Parties shall not assign or delegate any or all of their rights or responsibilities under this Agreement without the prior written consent of the other party.
- N. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**Entire Agreement.** This Agreement contains a full and complete expression of the rights and obligations of the Parties and it shall supersede all other agreements, representations, and offers, written or oral, heretofore made by the Parties regarding any of the subject matter contained herein. This Agreement may be modified only in writing, signed by the Parties hereto.

<signature page to follow>

**Agreed to on behalf of Clackamas County,  
by and through its Health Centers Division:**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Agreed to on behalf of CareOregon, Inc.:**

\_\_\_\_\_  
Signature

Name: Teresa Learn

Title: Chief Financial Officer

Date: \_\_\_\_\_





January 6th, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Apply to funding opportunity OHA COVID-19 School-Based Health and Recovery Funding 21-23. Award amount will be up to \$150,000. Funding is through Oregon Health Authority (OHA).  
No General County Funds are involved.

<b>Purpose/Outcomes</b>	Funding will support School-Based Health Center (SBHC) Medical Sponsors to increase workforce and staffing capacity to serve school-aged youth, their families, and school communities through COVID-19 response and recovery.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement value is \$150,000.
<b>Funding Source</b>	Oregon Health Authority (OHA). No County General Funds are involved.
<b>Duration</b>	Effective January 1, 2022 and terminates June 30, 2023
<b>Previous Board Action</b>	No Previous Board Actions have been taken.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Improve Community Safety and Health</li> <li>2. Ensure safe, healthy and secure communities by investing funds to ensure people with behavioral health service needs have expanded access to timely, culturally and linguistically appropriate services in a SBHC site.</li> </ol>
<b>Counsel Review</b>	No previous Board action.
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></li> <li>2. This is a direct procurement of a grant.</li> </ol>
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to apply to funding opportunity OHA COVID-19 School-Based Health and Recovery Funding 21-23 issued by Oregon Health Authority (OHA). Health Centers will utilize the funds to hire a new 1.0FTE BHC that would bridge services over holidays and school breaks, provide Zero Suicide support, and do intakes for the MHS in order to maximize their time with clients.

This Agreement has a maximum value of \$150,000. It is effective January 1, 2022 and terminates June 30, 2023.

**RECOMMENDATION:**

Staff recommends the Board approval.

*Healthy Families. Strong Communities.*

Respectfully submitted,

*Rodney Cook*

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

## Financial Assistance Application Lifecycle Form

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

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

\*\* CONCEPTION \*\*

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

Award type:  Direct Appropriation (no application)  
 Subrecipient Award  Direct Award

Lead Department & Fund:

MHS Health Centers Division Fund 253

Award Renewal?  Yes  No

If renewal, complete sections 1, 2, & 4 only. If Direct Appropriation, complete page 1 and Dept/Finance signatures only.

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

COVID-19 School-Based Health and Recovery Funding 21-23

Funding Source: Federal  State  Local

Requestor Information (Name of staff person initiating form):

Ben DeGiulio

Requestor Contact Information:

bdegiulio@clackamas.us or 503-723-4819

Department Fiscal Representative:

Jennifer Stone

Program Name and prior project # (please specify):

MRF 4C0503 (Pediatrics)

Brief Description of Project:

Funding will support School-Based Health Center (SBHC) Medical Sponsors to increase workforce and staffing capacity to serve school-aged youth, their families, and school communities through COVID-19 response and recovery. Funding must be expended between January 2022 and June 2023. Health Centers is proposing to utilize the funds for a new 1.0 BHC that would bridge services over holidays and summer, provide Zero Suicide support, and do intakes for the MHS in order to maximize their time with clients.

Name of Funding Agency:

Oregon Health Authority (OHA) - SBHC State Program Office

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

OR

Application Packet Attached:  Yes  No

Completed By:

Jennifer Stone

11.17.2021

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:

N/A

Funding Agency Award Notification Date:

December 2021

Announcement Date:

10/14/2021

Announcement/Opportunity #:

N/A

Grant Category/Title:

COVID-19 School-Based Health and

Max Award Value:

150,000.00

Allows Indirect/Rate:

N/A

Match Requirement:

N/A

Application Deadline:

11/19/2021

Other Deadlines:

N/A

Award Start Date:

January 2022

Other Deadline Description:

N/A

Award End Date:

June 2023

Completed By:

Jennifer Stone

Program Income Requirement:

N/A

Pre-Application Meeting Schedule:

11-15-2021 via email

Additional funding sources available to fund this program? Please describe: Program income generated through patient/client visits.

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

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

**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?

Proposal increases capacity directly by having staff to reach out and connect with students and family in a more immediate fashion to address needs as they arise from a number of sources (i.e. school staff, provider referrals, parents, counselors).

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

None, Health Centers operates the five SBHC's in Clackamas County.

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

Increase workforce and staffing capacity to serve school-aged youth, their families, and school communities through COVID-19 response and recovery.

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

Yes, MFR 400503.

**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?

Health Centers has adequate capacity to provide these services.

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

No partnerships required.

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 grant will not create a new program.

**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/funding opportunity?

N/A

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?

N/A

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

N/A

**Fiscal**

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

Yes, the cost to administer will be minimal.

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

No other revenue sources will be required.

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

No, the grant/financial assistance does not cover indirect costs.

Program Approval:

Ben DeGiulio

11-18-2021

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)		
Deborah Cockrell	11.18.2021	Deborah Cockrell
Name (Typed/Printed)	Date	Signature
		Digitally signed by Deborah Cockrell Date: 2021.11.18 15:18:43 -08'00'

DEPARTMENT DIRECTOR (or designee, if applicable)		
Rodney A. Cook	11/29/21	
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Elizabeth Comfort	12.2.2021	
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
N/A		
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.

January 6, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #06 to Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs. Amendment adds \$98,582.78 to the Agreement, increasing the maximum value to \$9,238,209.62. Funding through the State of Oregon, Oregon Health Authority.

No County General Funds involved.

<b>Purpose/Outcomes</b>	This Agreement provides funding for the local administration and operation of behavioral health and addiction program services to residents of Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$98,582.78 to the Agreement for Aid and Assist Client Services, increasing the maximum agreement value to \$9,238,209.62.
<b>Funding Source</b>	No County General Funds are involved. Funding provided by State of Oregon, Oregon Health Authority.
<b>Duration</b>	Effective July 1, 2021 and terminates December 31, 2021.
<b>Previous Board Action</b>	2021 Intergovernmental Agreement reviewed and approved May 20, 2021, Agenda Item 052021-A4; Amendments #01 through #02 reviewed and approved June 24, 2021, Agenda Items 062421-09 and 062421-A20 respectively; Amendment #03 July 15, 2021, Agenda Item 071521-A14; Amendments #04 and #05 July 29, 2021, Agenda Items 072921-A2 and 072921-A3, respectively.
<b>Strategic Plan Alignment</b>	Ensuring healthy, safe and secure communities through the provision of mental health and substance use services.
<b>Counsel Review</b>	Reviewed and approved December 6, 2021 Kathleen Rastetter
<b>Procurement Review</b>	Was this item reviewed by Procurement? No. Item is an amendment to an intergovernmental revenue agreement.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
<b>Contract No.</b>	9973

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #06 to Intergovernmental Agreement #166036 with the State of Oregon, acting by and through its Oregon Health Authority for the financing and operation of Community Mental Health, Addiction Treatment, Recovery & Prevention Services and Problem Gambling programs in Clackamas County. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program

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Clackamas.us/h3s



funded by this Agreement. The Behavioral Health Division ensures that the funds are administered according to the terms set forth by this Agreement to provide local administration, behavioral health and addiction services to Clackamas County.

Amendment #06 adds funds for Aid & Assist Client Services (MHS 4 Services). MHS 4 Services provide restoration services and periodic assessment of a defendant's capacity to stand trial as required in ORS 161.370 while the defendant resides in the community.

This Amendment is effective July 1, 2021 and terminates December 31, 2021, and adds \$98,582.78 to the value of the Agreement.

**RECOMMENDATION:**

Staff recommends Board approval of this Amendment.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rodney Cook".

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

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**SIXTH AMENDMENT TO  
 OREGON HEALTH AUTHORITY  
 2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF MENTAL  
 HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM  
 GAMBLING SERVICES AGREEMENT #166036**

This Sixth Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Clackamas County** (“County”).

**RECITALS**

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, 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 Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

**5. Signatures.**

**COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

**Clackamas County**

**By:**

\_\_\_\_\_  
Authorized Signature Printed Name

\_\_\_\_\_  
Title Date

Approved as to form: *Kathleen Rastetter* 12/6/2021  
**State of Oregon acting by and through its Oregon Health Authority**

**By:**

\_\_\_\_\_  
Authorized Signature Printed Name

\_\_\_\_\_  
Title Date

**Approved by: Director, OHA Health Systems Division**

**By:**

\_\_\_\_\_  
Authorized Signature Printed Name

\_\_\_\_\_  
Title Date

**Approved for Legal Sufficiency:**

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of

# ATTACHMENT 1

## EXHIBIT C

### Financial Pages

#### MODIFICATION INPUT REVIEW REPORT

MOD#: M0518  
 CONTRACT#: 166036  
 CONTRACTOR: CLACKAMAS COUNTY  
 INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_  
 PROJECT: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_  
 SE# FUND CODE CPMS PROVIDER DATES CHANGE/TYPE RATE

SE#	FUND CODE	CPMS PROVIDER	DATES	CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV CD	PAAF	BASE	CLIENT CODE	SE#
4	804	RAP	7/1/2021 - 12/31/2021	0	/N/A	\$0.00	\$0.00	A	1	N		
TOTAL FOR SE# 4						\$98,582.78	\$0.00					
TOTAL FOR 2021						\$98,582.78	\$0.00					
TOTAL FOR M0518						\$98,582.78	\$0.00					

CALENDAR YEAR: 2021

BASE AID & ASSIST PROJECT

166036

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY  
DATE: 12/03/2021

Contract#: 166036  
REF#: 007

REASON FOR FAAA (for information only):

Aid and Assist Client Services (MHS 04) funds are awarded by the Legislature to increase resources for providing community-based competency restoration with required reporting.

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January 6, 2022

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) with the University of Baltimore to accept a Grant Subaward for Combating Overdose through Community-Level Intervention Initiative (COCLI). Contract Maximum value is \$233,457.00.

No County General Funds are involved.

<b>Purpose/Outcomes</b>	This IGA is for Clackamas County Public Health (CCPHD) to accept the grant award.
<b>Dollar Amount and Fiscal Impact</b>	Contract Maximum value is \$233,457.00
<b>Funding Source</b>	University of Baltimore Combating Overdose through Community-Level Intervention Initiative (COCLI) grant. No County General Funds are involved.
<b>Duration</b>	December 1, 2021 – November 30, 2022.
<b>Strategic Plan Alignment</b>	1. Improved community safety and health. 2. Ensure safe, healthy and secure communities.
<b>Previous Board Action</b>	The Board previously approved the request to apply on October 28, 2021
<b>County Counsel</b>	County Counsel reviewed on 12/15/20 KR
<b>Procurement Review</b>	Was this processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> This is a grant.
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Division, Director 503.742.5956
<b>Contract No.</b>	10519

**BACKGROUND:**

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement (IGA) with the University of Baltimore to accept a Grant Subaward for Combating Overdose through Community-Level Intervention Initiative (COCLI).

This grant will be used to expand the capacity of Project Hope, which will enable additional overdose prevention and care coordination services in Clackamas County. This project will include collaborative efforts between divisions in Health, Housing & Human Services (Public Health, Behavioral Health and Health Centers), law enforcement and community paramedics from Clackamas Fire.

This IGA has a maximum value of \$233,457.00. This Agreement is effective December 1, 2021 and will terminate on November 30, 2022.

**Recommendation**

We recommend approval of this Agreement.

Respectfully submitted

*Rodney Cook*

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

# FDP Cost Reimbursement Subaward

<b>Federal Awarding Agency:</b>	
<b>Pass-Through Entity (PTE):</b>	<b>Subrecipient:</b>
PTE PI:	Sub PI:
PTE Federal Award No:	Subaward No:
Project Title:	
Subaward Period of Performance (Budget Period): Start:    End:	Amount Funded This Action (USD): \$
Estimated Project Period (if incrementally funded): Start:    End:	Incrementally Estimated Total (USD): \$

## Terms and Conditions

1. PTE hereby awards a cost reimbursable Subaward, (as determined by 2 CFR 200.330), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's \_\_\_\_\_ Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's \_\_\_\_\_ Contact, as shown in Attachment 3A, not later than 60 days after the \_\_\_\_\_  
The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's \_\_\_\_\_ Contact and the Subrecipient's \_\_\_\_\_ Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget \_\_\_\_\_. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's \_\_\_\_\_ Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. PTE notice shall be directed to the \_\_\_\_\_ Contact, and Subrecipient notice shall be directed to the \_\_\_\_\_ Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:  _____ Name: _____ Date Title:	By an Authorized Official of the Subrecipient:  _____ Name: _____ Date Title:
--	---



## **Attachment 1**

### **Certifications and Assurances**

Subaward Number:

#### **Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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 31 U.S.C. 1352. 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.

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#### **Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

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#### **Audit and Access to Records**

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

---

#### **Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

---

The Subrecipient shall require that the language of the certifications above in this Attachment 1 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.

---

#### **Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

**Attachment 2**  
**Federal Award Terms and Conditions**

Subaward Number

**Required Data Elements**

The data elements required by Uniform Guidance are incorporated

Awarding Agency Institute (If Applicable)

Federal Award Issue Date    FAIN    CFDA No.

**This Subaward Is:**

CFDA Title

Research & Development

Subject to FFATA

Key Personnel Per NOA

---

**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:  

except for the following :

  - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
  - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
  - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
  - d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
  - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income:

---

**Special Terms and Conditions:**

**Data Sharing and Access:**

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

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**Data Rights:**

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

---

**Copyrights:**

to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

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**Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

---

**Work Involving Human or Vertebrate Animals** (Select Applicable Options)

No Human or Vertebrate Animals

---

**Human Subjects Data** (Select One)

---

**Additional Terms**

**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:

---

**PTE Information**

Entity Name:

Legal Address:

Website:

---

**PTE Contacts**

Central Email:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email:

Telephone Number:

Email invoices?    Yes    No    Invoice email (if different):

Authorized Official Name:

Email:

Telephone Number:

---

**PI Address:**

**Administrative Address:**

**Invoice Address:**

**Attachment 3B**  
**Subrecipient Contacts**

Subaward Number:

**Subrecipient Information for [FFATA](#) reporting**

Entity's UEI/DUNS Name:

EIN No.:

Institution Type:

UEI/DUNS:

Currently registered in SAM.gov:      Yes      No

Exempt from reporting executive compensation:      Yes      No *(if no, complete 3Bpg2)*

Parent UEI/DUNS:

*This section for U.S. Entities:*      Zip Code [Look-up](#)

Place of Performance Address

Congressional District:      Zip Code+4:

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**Subrecipient Contacts**

Central Email:

Website:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

Financial Contact Name:

Email:

Telephone Number:

Invoice/Payment Email:

Authorized Official Name:

Email:

Telephone Number:

---

**Legal Address:**

**Administrative Address:**

**Payment Address:**

**Attachment 3B-2**  
**Highest Compensated Officers**

Subaward Number:

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**Subrecipient:**

Institution Name:

PI Name:

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**Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

---

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

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<b>Attachment 4</b> <b>Reporting and Prior Approval Terms</b>
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Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

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**Technical Reports:**

Monthly technical/progress reports will be submitted to the PTE's \_\_\_\_\_ within \_\_\_\_\_ days of the end of the month.

Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's \_\_\_\_\_.

Annual technical / progress reports will be submitted within \_\_\_\_\_ days prior to the end of each budget period to the PTE's \_\_\_\_\_. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

A Final technical/progress report will be submitted to the PTE's \_\_\_\_\_ within \_\_\_\_\_ days of the end of the Project Period or after termination of this award, whichever comes first.

Technical/progress reports on the project as may be required by PTE's \_\_\_\_\_ in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

---

**Prior Approvals:**

Carryover:

**Other Reports:**

In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's \_\_\_\_\_ within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's \_\_\_\_\_ within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

**Additional Technical and Reporting Requirements:**

Subaward Number:

<p><b>Attachment 5</b>  <b>Statement of Work, Cost Sharing, Indirects &amp; Budget</b></p>
--

**Statement of Work**

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

**Budget Information**

<p><b>Indirect Information</b> Indirect Cost Rate (IDC) Applied %</p> <p>Rate Type:</p>	<p><b>Cost Sharing</b></p> <p>If Yes, include Amount: \$</p>
---	--

**Budget Details** Below Attached, pages

**Budget Totals**

Direct Costs \$

Indirect Costs \$

Total Costs \$

*All amounts are in United States Dollars*



## **Attachment 6**

### **Notice of Award (NOA) and any additional documents**

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

Not incorporating the NOA or any additional documentation to this Subaward.

## Subaward Acceptance Form

<b>Subaward Number:</b>	<b>01</b>
<b>Sub-recipient:</b>	<b>Clackamas County Public Health Division</b>
<b>Project Title:</b>	<b>Project Hope: Recovery supports for overdose survivors and those navigating the road to recovery</b>
<b>Award Period:</b>	<b>12/1/2021 – 11/30/2022</b>

This Subaward is hereby made for financial assistance by the University of Baltimore in accordance with the

**Combating Overdose through Community-level Intervention Notice of Funding Availability.**

This Subaward is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the Office of National Drug Control Policy.

This Subaward incorporates all the information, conditions, representations and certified assurances contained in the subaward application.

The Subaward shall become effective as of the start date of the Subaward, unless otherwise specified, and upon submission via email to [OSR@ubalt.edu](mailto:OSR@ubalt.edu), no later than **January 7, 2022**, of a fully executed copy of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Subaward. Copies and faxes are acceptable.

**For the Center for Drug Policy and Enforcement:**



Executive Director  
Center for Drug Policy and Enforcement

**SUB-RECIPIENT ACCEPTANCE**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Gary Schmidt, County Administrator

\_\_\_\_\_  
Date

## Notifications of Project Commencement

<b>Subaward Number</b>	<b>01</b>
<b>Sub-Recipient:</b>	<b>Clackamas County Public Health Division</b>
<b>Project Title:</b>	<b>Project Hope: Recovery supports for overdose survivors and those navigating the road to recovery</b>
<b>Implementing Agency</b>	<b>Clackamas County Public Health Division</b>
<b>Award Period:</b>	<b>12/1/2021 – 11/30/2022</b>

The verification section of this form must be completed. Additionally, this form must be signed by the project director and submitted via email within thirty (30) calendar days after receiving your subaward packet.

No Requests for Funds will be processed until this notification of Project Commencement has been signed and received.

<b>Authorized Official</b>	Name: Rodney A. Cook Phone: 503-650-5677 Email: Rodcoo@clackamas.us
----------------------------	---

<b>Program Director</b>	<b>Apryl L. Herron</b> Name: Apryl Herron Phone: 503-577-8142 Email: aprylHer@clackamas.us
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<b>Fiscal Officer</b>	Name: Sherry Olson Phone: 503-742-5342 Email: SOlson4@co.clackamas.or.us
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### Award Information Verification – Please Initial Appropriate Selections:

<u>ALH</u>	All information on this form is correct and project will commence on time. <b>Project Director signs below.</b>
<u>ALH</u>	If the contact information for all the staff on this form is not correct. <b>You must submit a Subaward Modification</b> that provides a justification and indicated all changes/revisions.
<u>ALH</u>	If the project will not commence within forty-five (45) calendar days of the beginning of the award period, December 1, 2020, <b>you must submit a Subaward Modification.</b> Subaward Modification must provide justification and indicate all changes.

Signed: Apryl L. Herron Date: 12/22/2021  
Project Director (Program Director is Preferred, Fiscal Officer or Authorized Official if Project Director is unavailable)

Printed Name: Apryl L. Herron Phone: 503-577-8142

**Budget Certification  
Non-Supplanting**

The **Public Health Program Manager, Management Analyst Senior, and Epidemiologist position** does not supplant any part of the **Clackamas County Public Health Divisions (applicant or implementing organization)** budget. ONDCP funds for this position(s) do not replace funds that have been appropriated for the same purpose.

Each of these positions is dedicated to the Combating Opioid Overdose through Community-level Intervention project as described in the budget narrative for FTE allocations and functions.

The ONDCP-funded position(s) would be terminated if the funding were not available.

There is no alternative funding available to support the salary(ies) and benefits for these positions for this project.

**Sherry L. Olson**  Digitally signed by Sherry L.  
Olson  
Date: 2021.12.22 11:47:36 -08'00'

---

Sherry Olson Date  
Title: Business Services Manager

January 6, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Subrecipient Grant Agreement Amendment #5 with Ant Farm, Inc., to  
Provide CARES Funded Rent Assistance Services  
No County General Funds are Involved

<b>Purpose/Outcome</b>	Approval of subrecipient agreement Amendment #5 with Ant Farm, Inc., to provide rent assistance to households impacted by the COVID-19 crises.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #5 adds a total of \$2,122,431 of COVID rental assistance funds from Federal grants for a contact total of \$11,442,019.
<b>Funding Source</b>	State Supporting Tenants Access Rent Relief (STARR) Funds through the Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9 with Oregon Housing and Community Services, Federal Emergency Rental Assistance (F-ERA) funding through US Dept. of Treasury and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. No County General Funds are involved.
<b>Duration</b>	Upon signature to June 30, 2022 with additional eligible expenditure periods specific to each funding source.
<b>Previous Board Action/Review</b>	Approval of agreement on 8/6/20 and Amendment #1 on 11/5/20 110512-A8. Amendment #2, approval of non-substantive change by Department. Amendment #3 approved by County Administrator 4.1.21, Amendment #4, approval of non-substantive change by Department
<b>Strategic Plan Alignment</b>	1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Counsel Review</b>	The amendment was approved by Counsel on 12/22/21 KR

<b>Procurement Review</b>	Was the item processed through Procurement? N/A- this is a subrecipient agreement.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	Subrecipient Grant Agreement #21-003, H3S#9832

**BACKGROUND:**

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of subrecipient grant agreement Amendment #5 to Ant Farm, Inc. to provide rent assistance to households impacted by the COVID-19 crises.

Ant Farm, Inc. provides youth and family services in NE Clackamas County and receives referrals for services for residents of Sandy, Estacada and the surrounding rural areas for housing assistance, money management and other programs. Under this agreement, Ant Farm will receive referrals from Clackamas County’s Coordinated Housing Access program, to determine eligibility and provide rental assistance payments on behalf of eligible households impacted by the COVID-19 pandemic crises. Ant Farm has already successfully delivered over \$6.7 million in rental assistance funding to households in Clackamas County.

Funding for the Agreement is from HB 4401 & SB 5731 through Oregon Housing and Community Services’ Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9, and from the Federal CARES Act through Federal Emergency Rental Assistance (FERA) funding through US Dept. of Treasury and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. This amendment adds \$2,532,377 in FERA funds and reduces CDBG by \$409,946 based on availability of funds. No County General Funds are involved.

The Amendment was approved by Finance and County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,



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

Subrecipient Amendment (FY 21-22)  
Clackamas County, Department of Health, Housing and Human Services

Subrecipient Agreement Number: 21-003 Board Order Number:  
Department/Division: H3S, Social Services Division Amendment No. 5  
Subrecipient: AntFarm, Inc. Amendment Requested By: Brenda Durbin

Approved to Form:

  
County Counsel Dated

Changes:  Scope of Service  Agreement Budget  
 Agreement Time  Other:

**Justification for Amendment:**

This Amendment #5 is entered into between AntFarm, Inc. ("Subrecipient") and Clackamas County ("County") and shall become part of that Subrecipient Grant Agreement ("Agreement") entered into between both parties on January 6, 2022. The purpose of this Amendment #5 is to grant additional federal rental assistance funds during the coronavirus pandemic and change the period of performance as follows:

Adds \$2,532,377 for Federal Emergency Rental Assistance funds

Reduces Community Development Block Grant COVID funds by \$409,946 due to the availability of additional Federal Rental Assistance funds.

This Amendment #5 is effective upon signature and continues through June 30, 2022.

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

**AMEND:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2020** and not later than **December 31, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**TO READ:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2020** and not later than **June 30, 2022**, subject to any additional eligibility period restrictions contained in the Exhibits to this Agreement, unless this Agreement is sooner terminated or

extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**AMEND:**

4. Grant Funds. The maximum, not to exceed, grant amount COUNTY will pay is \$9,319,588. This is a cost reimbursement grant with an initial advancement and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Payment Request and Exhibit E: Monthly/ Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment or repayment of any funds advanced, together with any other remedy available to COUNTY under this Agreement, at law, or in equity. COUNTY's funding for this Agreement is as follows:

- \$1,837,125: CARES Act (Catalog of Federal Domestic Assistance [CFDA] #: 21.019; FAIN not provided) issued to COUNTY by the U.S. Department of the Treasury
- \$5,755,891: CARES Act (CFDA #: 21.023) issued to COUNTY by the U.S. Department of the Treasury
- \$1,098,305: State Supporting Tenants Accessing Rental Assistance (STARR) funding from the State of Oregon Housing and Community Services Department through COUNTY's Master Grant Agreement #5084.
- \$628,267: Community Development Block Grant (CDBG COVID) (CFDA #: 14.218; FAIN: B20-UW-410001) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development.

Advancements will only be made on the rental assistance portion of the budget.

**TO READ:**

4. Grant Funds. The maximum, not to exceed, grant amount COUNTY will pay is **\$11,442,019**. This is a cost reimbursement grant with an initial advancement and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Payment Request and Exhibit E: Monthly/ Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment or repayment of any funds advanced, together with any other remedy available to COUNTY under this Agreement, at law, or in equity. COUNTY's funding for this Agreement is as follows:

- \$1,837,125: CARES Act (Catalog of Federal Domestic Assistance [CFDA] #: 21.019; FAIN not provided) issued to COUNTY by the U.S. Department of the Treasury
- **\$8,288,268: Consolidated Appropriations** Act (CFDA #: 21.023) issued to COUNTY by the U.S. Department of the Treasury
- \$1,098,305: State Supporting Tenants Accessing Rental Assistance (STARR) funding from the State of Oregon Housing and Community Services Department through COUNTY's Master Grant Agreement #5084.
- **\$218,321**: Community Development Block Grant (CDBG COVID) (CFDA #: 14.218; FAIN: B20-UW-410001) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development.

Advancements will only be made on the rental assistance portion of the budget.

**AMEND:**

Exhibit B: Subrecipient Program Budget



Eligible program expenses may be incurred for an amount not to exceed Nine Million, Three Hundred Nineteen Thousand and Five Hundred Eighty Eight Dollars (\$9,319,588) from April 1, 2020 to December 31, 2021, subject to any additional eligibility period restrictions listed in Exhibit A.

This amount includes:

1. State Funded CARES Rent Assistance through Oregon Housing & Community Services,  
Eligible expenditure period is July 1, 2020 to December 30, 2020:
  - o \$1,597,500 for eligible participant expenses
  - o \$239,625 for program delivery (staff salaries, benefits and taxes, not to exceed 15% of eligible participant expenses)

2. Supporting Tenants Accessing Rental Assistance Program (STARR) –State funded  
Eligible expenditure period for client rent assistance includes payment of arrears incurred after April 1, 2020 through June 30, 2021, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties for Amendment #3.

Note: Except when eligible clients are only eligible for Federal Emergency Rental Assistance (“ERA”), and not eligible under STARR, the STARR funds must be used.

Eligible expenditure period for SUBRECIPIENT program delivery and administration is upon signature of Amendment #3 to June 30, 2021, and budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable state requirements, as amended, including Exhibits K, L, & M. SUBRECIPIENT must comply with Subrecipient Requirements as identified in COUNTY’S 19-21 Master Grant Agreement #5084 issued by the State of Oregon through its Housing & Community Services Department, incorporated into this Agreement by reference and available upon request. SUBRECIPIENT shall check and comply with all requirements, as may be subsequently updated, at State of Oregon Housing & Community Services Department website: <https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

3. Federal Emergency Rental Assistance (ERA)  
Eligible expenditure period for client rent assistance includes payment of arrears incurred after April 1, 2020 through December 31, 2021, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties for Amendment #3.

Eligible expenditure period for administration and program delivery is upon signature of Amendment #3 to December 31, 2021, and budget amounts as show in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable federal requirements, as amended by the U.S. Department of Treasury, including Exhibits H, I, & J. SUBRECIPIENT shall check and comply with all requirements, as may be subsequently updated, at U.S. Treasury website <https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

4. Community Development Block Grant CARES (CDBG COVID)

Eligible expenditure period for program delivery for CDBG funds is January 1, 2021 to December 31, 2021, and according budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must

comply with all applicable federal requirements and as identified in Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds.

Budget Line Items	Federal funds – CARES ACT (U.S. Dept of Treasury)	State funds - STARR Budget	Federal funds - ERA Budget	Federal Fund- CDBG COVID Budget
Program Delivery (Includes staff salaries, benefits, taxes).	\$239,625	\$173,417	\$260,317	\$628,267
Administration		\$231,222	\$289,241	0
Rent Assistance	\$1,597,500	\$693,667	\$5,206,333	0
<b>Total</b>	\$1,837,125	\$1,098,305	\$5,755,891	\$628,267

**TO READ:**

Exhibit B: Subrecipient Program Budget

Eligible program expenses may be incurred for an amount not to exceed **Eleven Million, Four Hundred Forty Two Thousand and Nineteen Dollars (\$11,442,019)** from **July 1, 2020 to June 30, 2022**, subject to any additional eligibility period restrictions listed in Exhibit A.

This amount includes:

1. State Funded CARES Rent Assistance through Oregon Housing & Community Services, Eligible expenditure period is July 1, 2020 to December 30, 2020:
  - o \$1,597,500 for eligible participant expenses
  - o \$239,625 for program delivery (staff salaries, benefits and taxes, not to exceed 15% of eligible participant expenses)
  
2. Supporting Tenants Accessing Rental Assistance Program (STARR) –State funded  
 Eligible expenditure period for client rent assistance includes payment of arrears incurred after April 1, 2020 through June 30, 2021, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties for Amendment #3.

Note: Except when eligible clients are only eligible for Federal Emergency Rental Assistance (“ERA”), and not eligible under STARR, the STARR funds must be used.

Eligible expenditure period for SUBRECIPIENT program delivery and administration is upon signature of Amendment #3 to June 30, 2021, and budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred.

Eligible expenditures must comply with all applicable state requirements, as amended, including Exhibits K, L, & M. SUBRECIPIENT must comply with Subrecipient Requirements as identified in COUNTY’S 19-21 Master Grant Agreement #5084 issued by the State of Oregon through its Housing & Community Services Department, incorporated into this Agreement by reference and available upon request. SUBRECIPIENT shall check and comply with all requirements, as may be subsequently updated, at State of Oregon Housing & Community Services Department website: <https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

3. Federal Emergency Rental Assistance (ERA)

Eligible expenditure period for client rent assistance includes payment of arrears incurred after April 1, 2020 through **June 30, 2022**, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties for **Amendment #5**.

Eligible expenditure period for administration and program delivery is **July 1, 2020 to June 30th, 2022**, and budget amounts as show in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable federal requirements, as amended by the U.S. Department of Treasury, including Exhibits H, I, & J. SUBRECIPIENT shall check and comply with all requirements, as may be subsequently updated, at U.S. Treasury website <https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

4. Community Development Block Grant CARES (CDBG COVID)

Eligible expenditure period for program delivery for CDBG funds is January 1, 2021 to December 31, 2021, and according budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable federal requirements and as identified in Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds.

Budget Line Items	Federal funds – CARES ACT (U.S. Dept of Treasury) <b>Assistance Listing: 21.019</b>	State funds - STARR Budget	Federal funds - ERA Budget <b>Assistance Listing: 21.023</b>	Federal Fund- CDBG COVID Budget <b>Assistance Listing: 14.218</b>
Program Delivery (Includes staff salaries, benefits, taxes).	\$239,625	\$173,417	<b>\$882,506</b>	<b>\$218,321</b>
Administration		\$231,222	<b>\$480,260</b>	<b>0</b>
Rent Assistance	\$1,597,500	\$693,667	<b>\$6,925,502</b>	<b>0</b>
<b>Total</b>	\$1,837,125	\$1,098,305	<b>\$8,288,268</b>	<b>\$218,321</b>

**AntFarm Inc.**

*Subrecipient Agreement 21-003 – Amendment # 5*

Page 6 of 7

*(Signature Page Follows)*

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**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #5 to be executed by their duly authorized officers.

**SUBRECIPIENT**

**Ant Farm, Inc.**

By: 2 Foxes Singing  
Authorized Signature  
Two Foxes Singing (Nunpa), Executive Director

12/16/2021

Dated

**CLACKAMAS COUNTY**

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

**County Signatures:**

\_\_\_\_\_  
Tootie Smith, Chair Dated

\_\_\_\_\_  
Recording Secretary Dated



**DAN JOHNSON**  
DIRECTOR

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

January 6, 2022

Board of Commissioners  
Clackamas County

Members of the Board:

Approval to accept an Easement and Equitable Servitude for  
Clackamas County LUST Site #03-91-0385

<b>Purpose/ Outcomes</b>	Approval to accept/execute an Easement and Equitable Servitude (EES) for Clackamas County LUST Site #03-91-0385
<b>Dollar Amount and Fiscal Impact</b>	Minimal unknown amount; owner will pay DEQ's costs for review and oversight of implementation of and compliance with the provisions in this EES, including but not limited to periodic review and tracking of actions required by this EES.
<b>Funding Source</b>	Clackamas County Road Funds will cover DEQ's costs, as long as the property is under county ownership. No county general funds will be used.
<b>Duration</b>	Grant of Easement is effective November 22, 2021; and will remain in effect until EES is released. Conditions will impact Clackamas County until such a time that the property is transferred or the EES is released.
<b>Previous Board Action</b>	1/4/2022: Discussion item at issues
<b>Strategic Plan Alignment</b>	<p><i>1. How does this item align with your department's Strategic Business Plan goals?</i> This project will help meet the goal to relocate Transportation Maintenance to a new facility.</p> <p><i>2. How does this item align with the County's Performance Clackamas goals?</i> This action helps ensure long-term investments in infrastructure that will support the diverse needs of Clackamas County residents. This action aligns with the Performance Clackamas Goal that by 2024, County policies and decisions, service delivery, and Board deliberations will be equitable, inclusive and transparent.</p>
<b>Counsel Review</b>	This item has been reviewed by County Counsel- NB 12/15/21
<b>Procurement Review</b>	<p>1. Was this item processed through Procurement? No</p> <p>2. If no, provide brief explanation: No contract is required.</p>
<b>Contact Person</b>	Diedre Landon, Administrative Services Manager Snr. 503-742-4411

**BACKGROUND:**

Since the 1920s, Clackamas County has owned and operated a 22-acre property (made up of nine total tax lots) on SE Abernethy Road as an equipment and vehicle maintenance facility and storage yard. The overall site includes County administrative and maintenance buildings, covered paved equipment parking, repair and storage shops, and paved employee parking.

There is a 2.4-acre site, which includes portions of the three tax lots listed below, where historic fueling and automotive service operations resulted in leaking underground storage tank (UST) releases causing soil and groundwater contamination. All known USTs were decommissioned at various times between 1991 and 1998, after which fueling/UST operations were discontinued. However, Oregon Department of Environmental Quality (DEQ) has maintained open files on these releases for almost 30 years.

- 22E29CA02500
- 22E29CA02700
- 22E29CD00100

Since 2018, Clackamas County staff have been working with EES Environmental Consulting, Inc. to facilitate the discussions with Oregon Department of Environmental Quality (DEQ) to outline an approach to achieve regulatory closure of the leaking underground storage tank file for the Clackamas County Transportation Maintenance Facility. This approach included preparation, editing and receiving approval of various required documents, including these two formal EES.

The County has conducted UST cleanup and assessment activities, which indicate that residual soil and groundwater contamination associated with UST releases in some cases exceeds applicable Oregon DEQ risk-based concentrations (RBCs) for construction/excavation workers, but the most highly-contaminated media appear to be located at depths between approximately 15 and 35 feet where impacts are relatively isolated from exposure to human and ecological receptors.

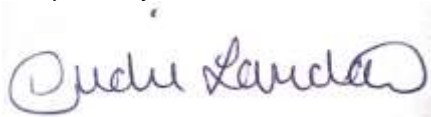
Oregon DEQ has agreed that these remaining hazards can effectively be managed by administrative controls, and will proceed with a No Further Action letter and site closure upon execution and recording of the two EES which are limited to the portion of the property delineated by the footprint of residual soil and groundwater contamination and where vapor intrusion and direct contact concerns are identified for urban residential exposure scenarios. The EES documents will impose:

- (1) Groundwater use restrictions,
- (2) Contaminated Media Management Plan for excavation work in the affected area; and
- (3) DEQ review of future development plans that propose Urban Residential-use building construction within the 2.4 acre area, of the overall 22 acre site, covered by the EES restrictions.

**RECOMMENDATION:**

Staff respectfully recommends approval to sign, notarize and record the Easement and Equitable Servitude for Clackamas County LUST Site #03-91-0385, so DEQ can proceed with preparation of the No Further Action letter and site closure.

Respectfully Submitted,



Diedre Landon  
Administrative Services Manager, Snr.

**ATTACHMENTS:**

1. Oregon DEQ Transmittal Letter
2. Easement & Equitable Servitudes (EES) for 902 Abernethy Road
3. Easement & Equitable Servitudes (EES) for 1007 Abernethy Road



# Oregon

Kate Brown, Governor

Department of Environmental Quality  
Northwest Region  
700 NE Multnomah Street, Suite 600  
Portland, OR 97232  
(503) 229-5263  
FAX (503) 229-6945  
TTY 711

December 7, 2021

DIEDRE LANDON  
CLACKAMAS COUNTY – TRANSPORTATION & DEVELOPMENT  
DTD ADMIN, MS-1  
150 BEAVERCREEK RD  
OREGON CITY, OR 97045

RE: Easements for Clackamas County LUST site #03-91-0385

Dear Ms. Landon:

The Department of Environmental Quality Leaking Underground Storage Tank (LUST) program has reviewed the preliminary data for the Clackamas County Department of Transportation Maintenance Facility (aka Clackamas County DTD). Based on the residual contamination, an Easement and Equitable Servitudes are required for site closure for two of the associated parcels. Enclosed are the EES documents for the site, which is owned by Clackamas County. DEQ refers to the Site as file #03-91-0385.

The Clackamas County Commissioner Chair's signature is required on the EES documents along with that of a notary public. After both documents are properly notarized, record them with Clackamas County. When recording the EES on the deed records, please obtain a copy of the EESs with the recorder stamp.

Send the recorded EES to Gerald Gamolo with the LUST Program at:

Oregon DEQ  
Attn: Gerald Gamolo, LUST Program  
700 NE Multnomah St., Suite 600  
Portland, OR 97232

Once we have received a copy of the fully executed and stamped EES, we can proceed with preparation of the No Further Action letter and site closure. If you have any questions regarding the EES, please call me at (503) 229 5580 or email me at [Ash.Desmond@deq.state.or.us](mailto:Ash.Desmond@deq.state.or.us).

Respectfully,

Ash Desmond, Project Manager  
DEQ Leaking Underground Storage Tank Program

Cc: file

Att: (2) Easement and Equitable Servitudes for 902 Abernethy Road  
Easement and Equitable Servitudes for 1007 Abernethy Road



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*Space above this line for Recorder's use.*

*After recording, return to:*

**Grantor**

CLACKAMAS COUNTY  
2051 S KAEN RD.  
OREGON CITY, OR 97045

**Grantee**

OREGON DEQ  
700 NE MULTNOMAH ST., SUITE 600  
PORTLAND, OR 97232

**EASEMENT AND EQUITABLE SERVITUDES**

This grant of Easement and acceptance of Equitable Servitudes is made November 22, 2021, between Clackamas County and the Oregon Department of Environmental Quality (“**DEQ**” or “**Grantee**”).

**RECITALS**

A. Grantor is the owner of certain real property located at 902 and 1007 Abernethy Rd., Oregon City, Oregon (the “**Property**”) the location of which is more described in Exhibits A-1 through A-4 and shown in Exhibits B and B-1 through B-5 to this Easement and Equitable Servitudes and referenced under LUST#03-91-0385 in the files of DEQ’s Leaking Underground Storage Tank Program at DEQ’s Northwest Region office located at 700 NE Multnomah Street, Portland, Oregon. Interested parties may contact the Northwest Region office to review a detailed description of the residual risks present at the Property and described in the EES Risk-Based UST Cleanup and Closure Report dated October 31, 2019.

B. Identified contamination at the site originated from historical releases from underground storage tank systems, which were decommissioned between 1991 and 1998. EES, an

environmental contractor, completed supplemental investigations in 2018-19 associated with this LUST site. Environmental investigation revealed limited subsurface groundwater and soil contamination which generally extends north/northwest from the former USTs. Within limited areas of the Property, UST contamination exceeds Oregon DEQ risk-based concentrations for Urban Residential and construction/excavation workers, which are considered to be potential receptors based on likely future use. The most significant contamination appears to be isolated at depths between approximately 15 to 35 feet below ground surface where contact and exposure are less likely. There are no current pathways of exposure for remaining contamination. This easement applies to Parcel 22 E 29 CD, Lot 100, 902 Abernethy Rd. The other parcel with an easement from this release is Parcel 22 E 29 CA, Lot 2500, 1007 Abernethy Rd.

C. On November 22, 2021, DEQ entered into this agreement under which Grantor has agreed to implement the Equitable Servitudes set forth in Section 3.0 of this Easement.

D. The provisions of this Easement and Equitable Servitudes are intended to further the implementation of the purpose of the selected action by recording the institutional controls required by DEQ to ensure that current and future use of the Property protects human health and the environment from petroleum contaminated soil, groundwater and vapor.

## 1. DEFINITIONS

1.1 "DEQ" means the Oregon Department of Environmental Quality, and its employees, agents, and authorized representatives. "DEQ" also means any successor or assign of DEQ under the laws of Oregon, including but not limited to any entity or instrumentality of the State of Oregon authorized to perform any of the functions or to exercise any of the powers currently performed or exercised by DEQ.

1.2 "Owner" means any person or entity, including Grantor, who at any time owns, occupies, or acquires any right, title, or interest in or to any portion of the Property or a vendee's interest of record to any portion of the Property, including any successor, heir, assign or holder of title or a vendee's interest of record to any portion of the Property, excluding any entity or person who holds such interest solely for the security for the payment of an obligation and does not possess or control use of the Property.

1.3 "Property" means the real property described in Exhibit A to this Easement and Equitable Servitudes.

1.4 "Urban Residential" means human contaminant receptors and property use as defined by Oregon DEQ (*Risk-Based Decision Making for the Remediation of Contaminated Sites*, rev. 10/02/2017).

## 2. GENERAL DECLARATION

Grantor grants to DEQ an Easement for access and accepts the Equitable Servitudes described in this instrument and, in so doing, declares that the Property described in Attachment A to this Easement and Equitable Servitudes, is now subject to and shall in future be conveyed, transferred, leased, encumbered, occupied, built upon, or otherwise used or improved, in whole or in part, subject to this Easement and Equitable Servitudes. Each condition and restriction set forth in this Easement and Equitable Servitudes touches and concerns the Property and the equitable servitudes granted in paragraph 3 and easement granted in paragraph 4 below, shall run with the land for all purposes, shall be binding upon all current and future owners of the Property as set forth in this Easement and Equitable Servitudes, and shall inure to the benefit of the State of Oregon. Grantor further conveys to DEQ the perpetual right to enforce the conditions and restrictions set forth in this Easement and Equitable Servitudes.

## 3. EQUITABLE SERVITUDES (RESTRICTIONS ON USE)

3.1 **Groundwater Use Restrictions.** Oregon City Ordinance No 94-1022 does not allow well construction at Affected Portions of the Property or elsewhere in the vicinity. In accordance with the existing Ordinance and this Easement and Equitable Servitudes, Owner may not extract through wells or by other means or use groundwater at the Property for consumption or other beneficial use. This prohibition does not apply to extraction of groundwater associated with groundwater treatment or monitoring activities approved by DEQ or to temporary dewatering activities related to construction, development, or the installation of sewer or utilities at the Property. Owner must conduct a waste determination on any groundwater that is extracted during such monitoring, treatment, or dewatering activities and handle, store and manage waste water according to applicable laws. Oregon City Ordinance No 94-1022 does not allow well construction at the Property or elsewhere in the vicinity.

3.2 **Contaminated Media Management Plan.** The Owner has prepared a contaminated media management plan (CMMP) to inform decisions related to managing, characterizing and disposing of contaminated media encountered during future redevelopment, construction and/or excavation at the Property. The Owner shall maintain the CMMP at the Property and convey the plan to future owners. A copy of the CMMP is available in DEQ's files for Clackamas County D.T.D., LUST File No. 03-91-0385.

3.3 **Conditions on Future Construction at Property.** Only with the prior written approval of DEQ, the Owner may construct future buildings for human Urban Residential use at the Property. Future Urban Residential buildings constructed at the Property must incorporate DEQ-approved, professionally installed vapor mitigation engineering control(s) into the building design. Alternatively, Owner will perform additional cleanup and/or site assessment in accordance with a DEQ-approved work plan adequate to demonstrate that residual contamination does not pose unacceptable vapor intrusion risks to future Urban Residential building occupants. Owner shall not construct future Urban Residential buildings or allow other parties to occupy and/or

construct future Urban Residential buildings for human occupation unless this requirement has been satisfied or it has been demonstrated to the satisfaction of DEQ that this prohibition on construction is no longer necessary to protect human health.

**3.4 DEQ Review of Development Plans.** Prior to any future construction of an Urban Residential-use building at the Property, the Owner must submit professionally prepared plans for the proposed development to DEQ for review by the UST Cleanup Program (or its successor). Any such plans submitted to DEQ must include plans for a) professionally-installed vapor mitigation engineering controls and associated performance testing that are signed and stamped by an Oregon-registered Professional Engineer and/or b) remediation of petroleum-contaminated soil and groundwater to below applicable Risk-Based Concentrations and confirmation sampling appropriate to demonstrate the success of cleanup and/or c) site assessment adequate to rule out unacceptable vapor intrusion risks to future Urban Residential-use building occupants. Owner shall pay DEQ's costs associated with any reviews, requests or approvals required by this EES. Such review shall be carried out in a timely manner and minimize delays for such development.

**3.5 Use of the Property.** Owner may not occupy or allow other parties to occupy the Property unless the controls listed in this Section 3 are maintained.

#### **4. EASEMENT (RIGHT OF ENTRY)**

During reasonable hours and subject to reasonable security requirements, DEQ may enter upon and inspect any portion of the Property to determine whether the requirements of this EES have been or are being complied with. Except when necessary to address an imminent threat to human health or the environment, DEQ will use its best efforts to notify the Owner 72 hours before DEQ entry to the Property. DEQ may enter upon the Property at any time to abate, mitigate, or cure at the expense of the Owner the violation of any condition or restriction contained in this EES, provided DEQ first gives written notice of the violation to Owner describing what is necessary to correct the violation and Owner fails to cure the violation within the time specified in such notice. Any such entry by DEQ to evaluate compliance or to abate, mitigate, or cure a violation may not be deemed a trespass.

#### **5. RELEASE OF RESTRICTIONS**

**5.1** Owner may request release of any or all of the conditions or restrictions contained in this EES by submitting such request to the DEQ in writing with evidence that the conditions or restrictions are no longer necessary to protect human health and the environment. The decision to release any or all of the conditions or restrictions in this EES will be within the sole discretion of DEQ.

**5.2** Upon a determination pursuant to Subsection 5.1, DEQ will, as appropriate, execute and deliver to Owner a release of specific conditions or restrictions, or a release of this EES in its entirety.

#### **6. GENERAL PROVISIONS**

6.1 **Notice of Transfer/Change of Use.** Owner must notify DEQ within 10 days after the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of Owner's interest in or occupancy of the Property. Such notice must include the full name and address of the Party to whom Owner has transferred an interest or right of occupancy. In addition, Owner must notify DEQ a minimum of 10 days before the effective date of any change in use of the Property that might expose human or ecological receptors to hazardous substances. Such notice must include complete details of any planned development activities or change in use. Notwithstanding the foregoing, Owner may not commence any development inconsistent with the conditions or restrictions in Section 3 without prior written approval from DEQ as provided in Subsection 3 of this EES or removal of the condition or restriction as provided in Subsection 5.1. This subsection does not apply to the grant or conveyance of a security interest in the Property.

6.2 **Zoning Changes.** Owner must notify DEQ no less than 30 days before Owner's petitioning for or filing of any document initiating a rezoning of the Property that would change the base zone of the Property under the City of Oregon City zoning code or any successor code. As of the date of this EES, the base zone of the Property is Mixed Use Downtown (MUD).

6.3 **Cost Recovery.** Owner will pay DEQ's costs for review and oversight of implementation of and compliance with the provisions in this EES, including but not limited to periodic review and tracking of actions required by this EES. This EES constitutes the binding agreement by the Owner to reimburse DEQ for all such eligible review and oversight costs. DEQ will establish a cost recovery account for tracking and invoicing DEQ project costs. DEQ will provide the Owner with a monthly statement and direct labor summary. DEQ costs will include direct and indirect costs. Direct costs include site-specific expenses and legal costs. Indirect costs are those general management and support costs of the State of Oregon and DEQ allocable to DEQ oversight of this EES and not charged as direct site-specific costs. Indirect charges are based on actual costs and are applied as a percentage of direct personal services costs.

6.4 **Reference in Deed.** A reference to this EES, including its location in the public records, must be recited in any deed conveying the Property or any portion of the Property. Each condition and restriction contained in this EES runs with the land so burdened until such time as the condition or restriction is removed by written certification from DEQ, recorded in the deed records of the County in which the Property is located, certifying that the condition or restriction is no longer required to protect human health or the environment.

6.5 **Effect of Recording.** Upon the recording of this EES, all future Owners are conclusively deemed to have consented and agreed to every condition and restriction contained in this EES, whether or not any reference to this EES is contained in an instrument by which such person or entity occupies or acquires an interest in the Property.

6.6 **Enforcement and Remedies.** Upon any violation of any condition or restriction contained in this EES, the State of Oregon, in addition to the remedies described in Section 4, may seek available legal or equitable remedies to enforce this EES, including civil penalties as set forth in ORS 465.900.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement and Equitable Servitudes as of the date and year first set forth above.

**GRANTOR:** Clackamas County

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tootie Smith, Chair, Board of County Commissioners

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ )

The foregoing instrument is acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by as property owner of \_\_\_\_\_ Oregon City, Oregon.

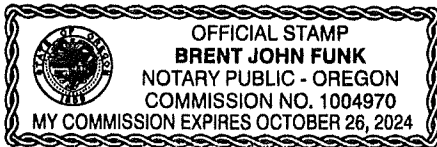
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

GRANTEE: State of Oregon, Department of Environmental Quality

By: \_\_\_\_\_ Date: 12/7/21  
Kevin Parrett, Manager, Cleanup Program

STATE OF OREGON )  
County of Multnomah )

The foregoing instrument is acknowledged before me this 7th day of December, 2021, by Kevin Parrett, as a Manager of Oregon DEQ, for and on its behalf.



Brent J. Funk  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: 10/26/2024

For further information, please contact:  
Oregon DEQ LUST Program  
700 NE Multnomah St., Suite 600  
Portland, OR 97232

After recording, please return to:  
Oregon DEQ  
Attention: LUST Program  
700 NE Multnomah St., Suite 600  
Portland, OR 97232

## EXHIBIT "A-1"

Abernethy Road  
Owner: Clackamas County  
Project Number: RM 2018-0000-00009  
**Property Reference B. 165, P. 108**

Map No. 22E29CD 100  
Date: January 2, 2020  
Page 1 of 1

### **Easement and Equitable Servitude**

A portion of that real property situated in the southwest 1/4 of Section 29, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon, conveyed to Clackamas County by a deed recorded in Deed Book 165, on Page 108, Clackamas County Deed Records, said portion shown on maps in attached Exhibit "B-1" which by this reference is made a part hereof, being more particularly described as follows:

All of the above described property lying northeasterly of a line that begins at a point on the south line of the George Abernethy DLC No.58, said point being 133 feet (more or less), west of the intersection of the east line of said property with the south line of said DLC No. 58, to a point on the easterly line of said property that is 131 feet (more or less), southerly of the intersection of the east line of said property with the south line of said DLC No. 58.

The area of land to which this description applies contains 8,714 square feet more or less.



## EXHIBIT "A-2"

Abernethy Road  
Owner: Clackamas County  
Project Number: RM 2018-0000-00009  
Property Reference B. 255, P. 628

Map No. 22E29CD 100  
Date: January 2, 2020  
Page 1 of 1

### **Easement and Equitable Servitude**

A portion of that real property situated in the southwest 1/4 of Section 29, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon, conveyed to Clackamas County by a deed recorded in Deed Book 255, on Page 628, Clackamas County Deed Records, said portion shown on maps in attached Exhibit "B-2" which by this reference is made a part hereof, being more particularly described as follows:

All of the above described property lying northerly of a line running southeasterly from a point on the westerly property line of said property, that is southerly 141 feet (more or less) of the intersection of the south line of the George Abernethy DLC No. 58, and the westerly property line of said property, to a point on the easterly property line of said property that is 238 feet (more or less), southerly, of the intersection of the south line of the George Abernethy DLC No. 58, and the easterly property line of said property.

The area of land to which this description applies contains 44,289 square feet more or less.

## EXHIBIT "A-3"

Abernethy Road  
Owner: Clackamas County  
Project Number: RM 2018-0000-00009  
**Property Reference B. 287, P. 677**

Map No. 22E29CD 100  
Date: January 2, 2020  
Page 1 of 1

### **Easement and Equitable Servitude**

A portion of that real property situated in the southwest 1/4 of Section 29, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon, conveyed to Clackamas County by a deed recorded in Deed Book 287, on Page 677, Clackamas County Deed Records, said portion shown on the map in attached Exhibit "B-3" which by this reference is made a part hereof, being more particularly described as follows:

All of the above described property lying northerly of a line running northeasterly from a point on the westerly property line of said property, that is 195 feet (more or less), southerly of the intersection of the south line of the George Abernethy DLC No. 58, and the westerly property line of said property, to a point on the easterly property line of said property that is 143 feet (more or less), southerly, of the intersection of the south line of the George Abernethy DLC No. 58, and the easterly property line of said property.

The area of land to which this description applies contains 16,905 square feet more or less.

**EXHIBIT B**


**Maps of the Property**

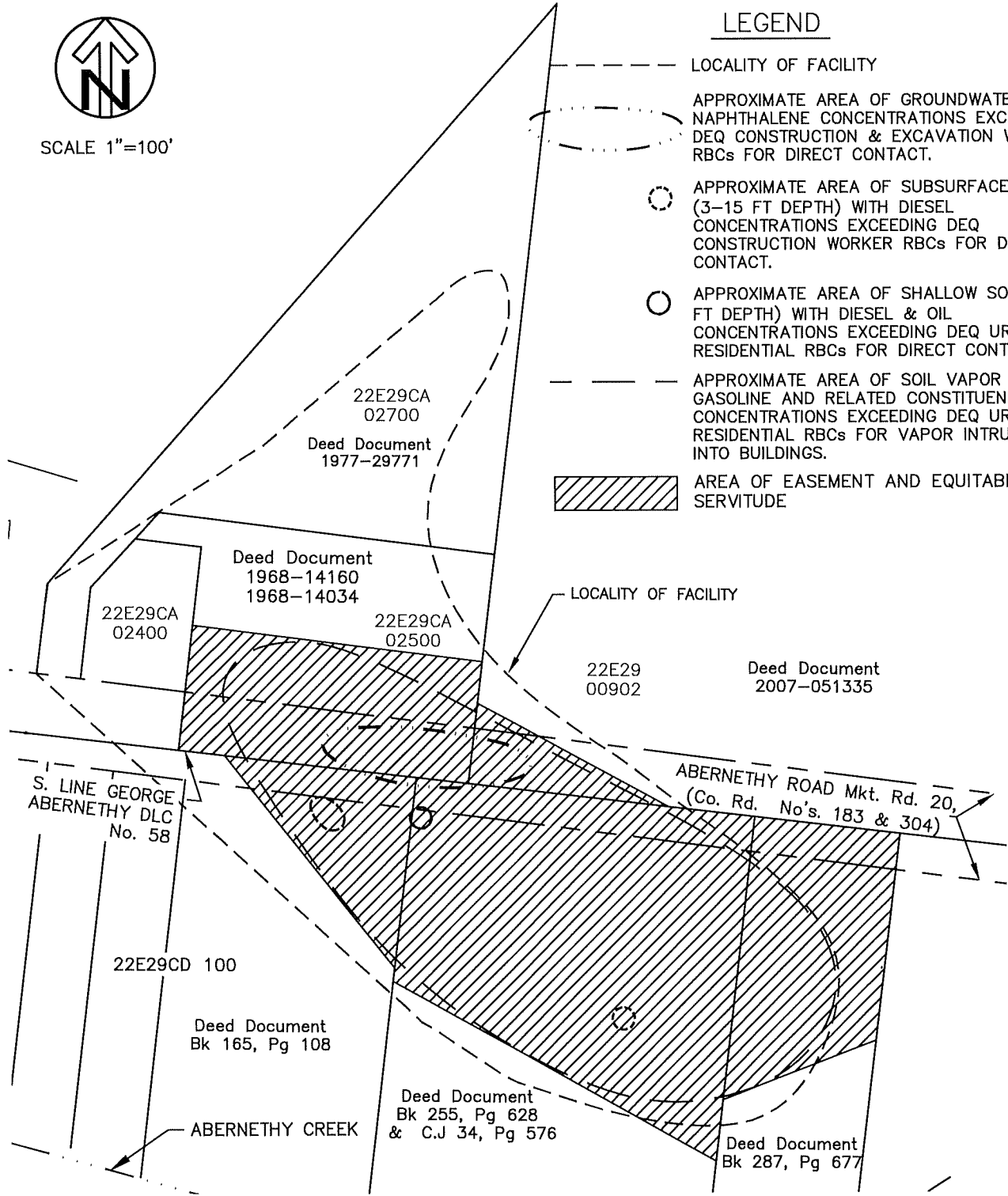
SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON



SCALE 1"=100'

LEGEND

- - - - - LOCALITY OF FACILITY
- - - - - APPROXIMATE AREA OF GROUNDWATER WITH NAPHTHALENE CONCENTRATIONS EXCEEDING DEQ CONSTRUCTION & EXCAVATION WORKER RBCs FOR DIRECT CONTACT.
- APPROXIMATE AREA OF SUBSURFACE SOIL (3-15 FT DEPTH) WITH DIESEL CONCENTRATIONS EXCEEDING DEQ CONSTRUCTION WORKER RBCs FOR DIRECT CONTACT.
- APPROXIMATE AREA OF SHALLOW SOIL (<3 FT DEPTH) WITH DIESEL & OIL CONCENTRATIONS EXCEEDING DEQ URBAN RESIDENTIAL RBCs FOR DIRECT CONTACT
- - - - - APPROXIMATE AREA OF SOIL VAPOR WITH GASOLINE AND RELATED CONSTITUENT CONCENTRATIONS EXCEEDING DEQ URBAN RESIDENTIAL RBCs FOR VAPOR INTRUSION INTO BUILDINGS.
-  AREA OF EASEMENT AND EQUITABLE SERVITUDE



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



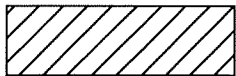
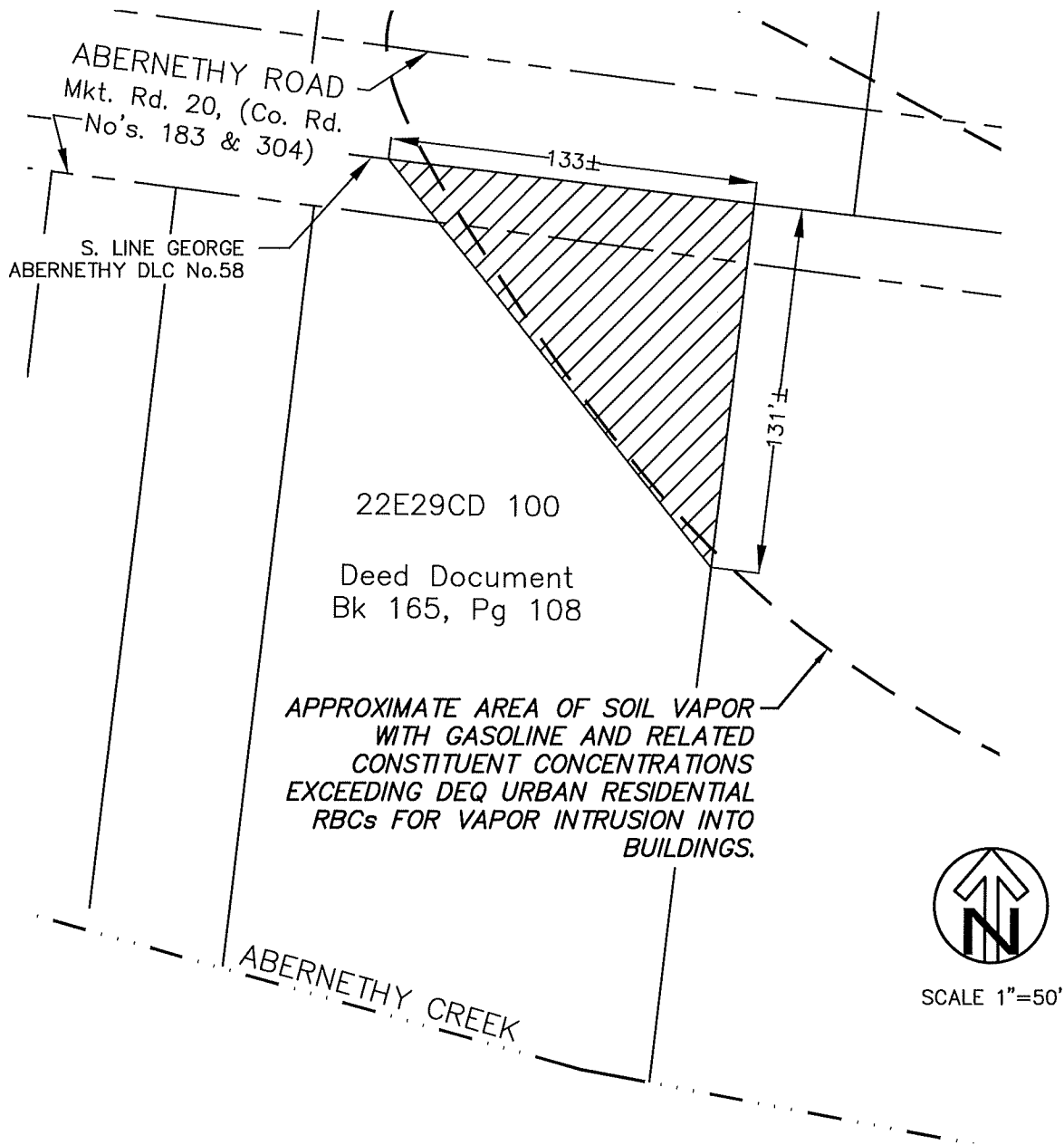
BY: D. Cutshall

DATE: 12/27/2019

SHEET  
 1 OF 1

EXHIBIT "B"  
 ABERNETHY PROPERTY OVERVIEW

SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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

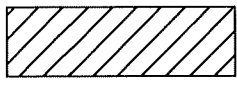
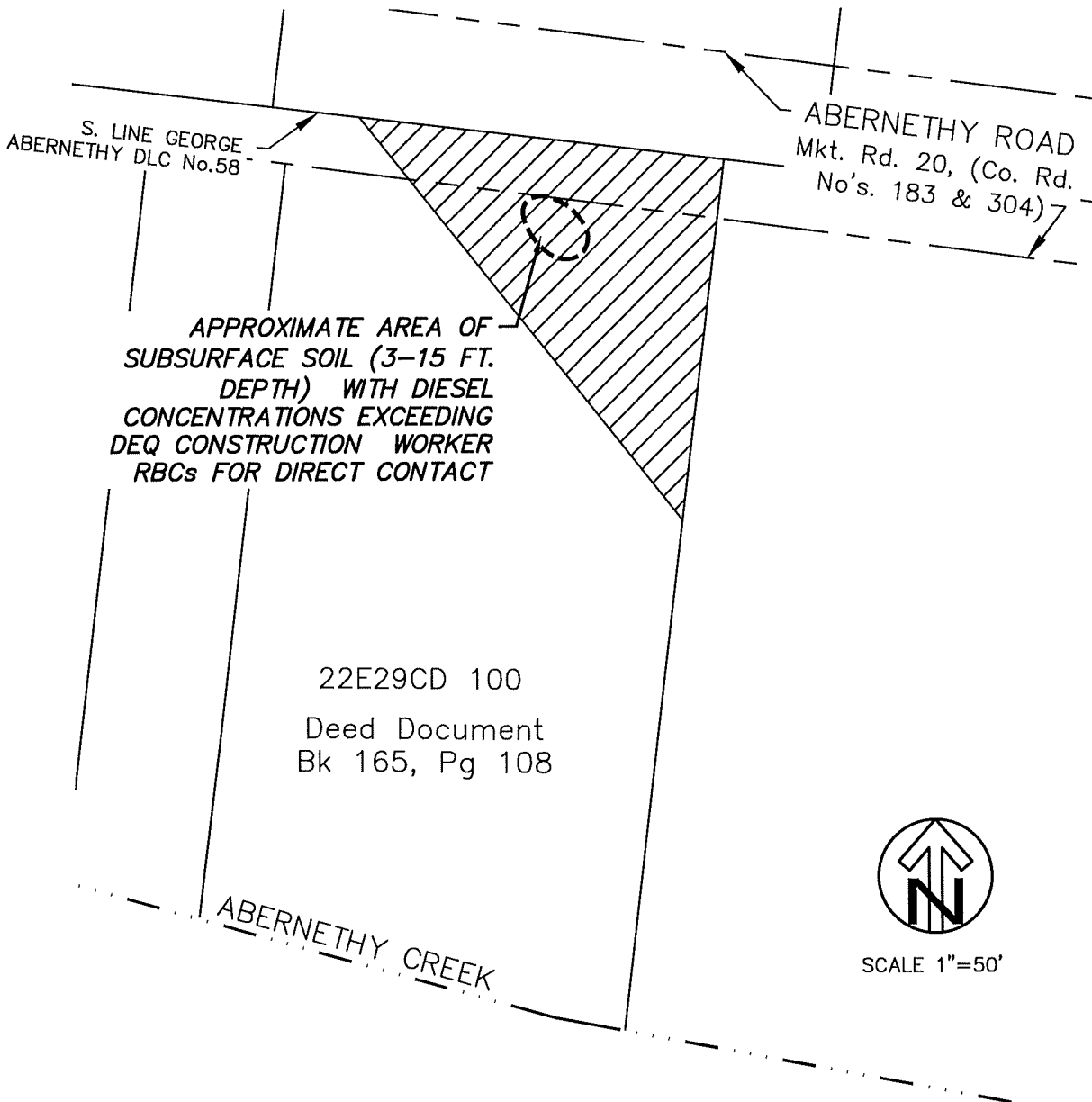


BY: D. Cutshall DATE: 12/27/2019

EXHIBIT "B-1"  
 PROPERTY REFERENCE B. 165, P. 108

SHEET  
 1 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



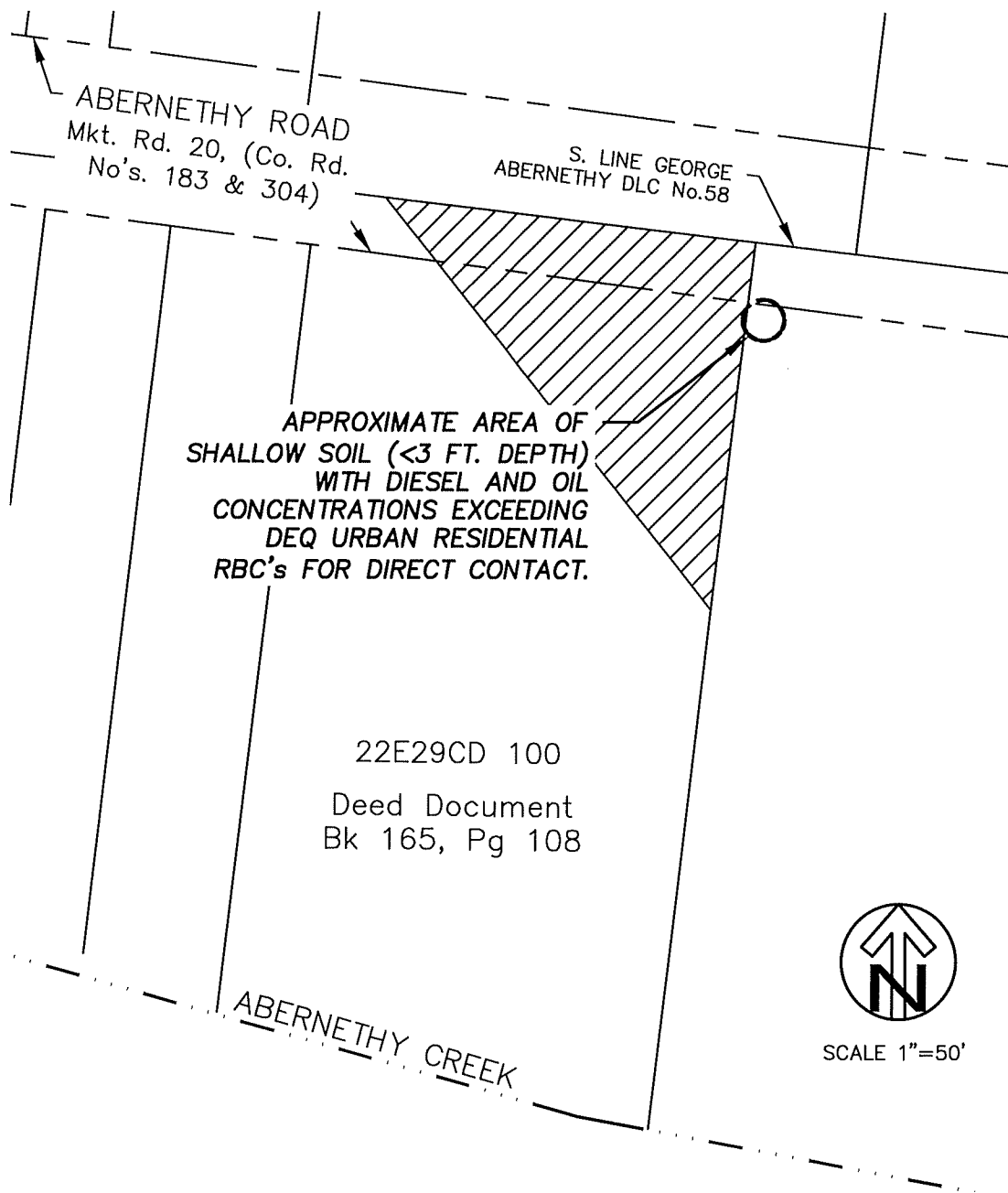
BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-1"  
 PROPERTY REFERENCE B. 165, P. 108

SHEET  
 2 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION  
 AND DEVELOPMENT

150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045



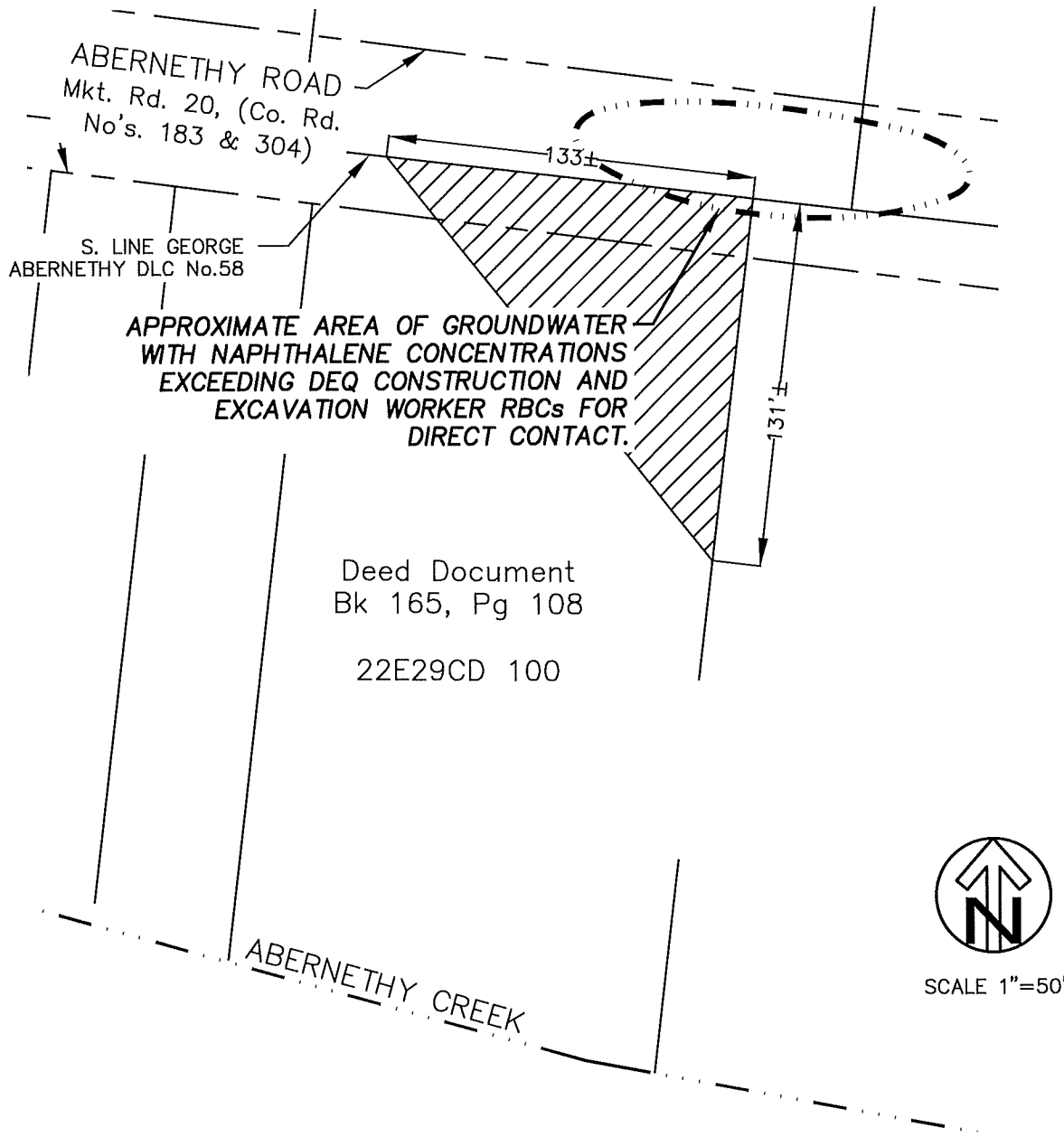
BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-1"  
 PROPERTY REFERENCE B. 165, P. 108

SHEET  
 3 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION  
 AND DEVELOPMENT

150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045



BY: D. Cutshall

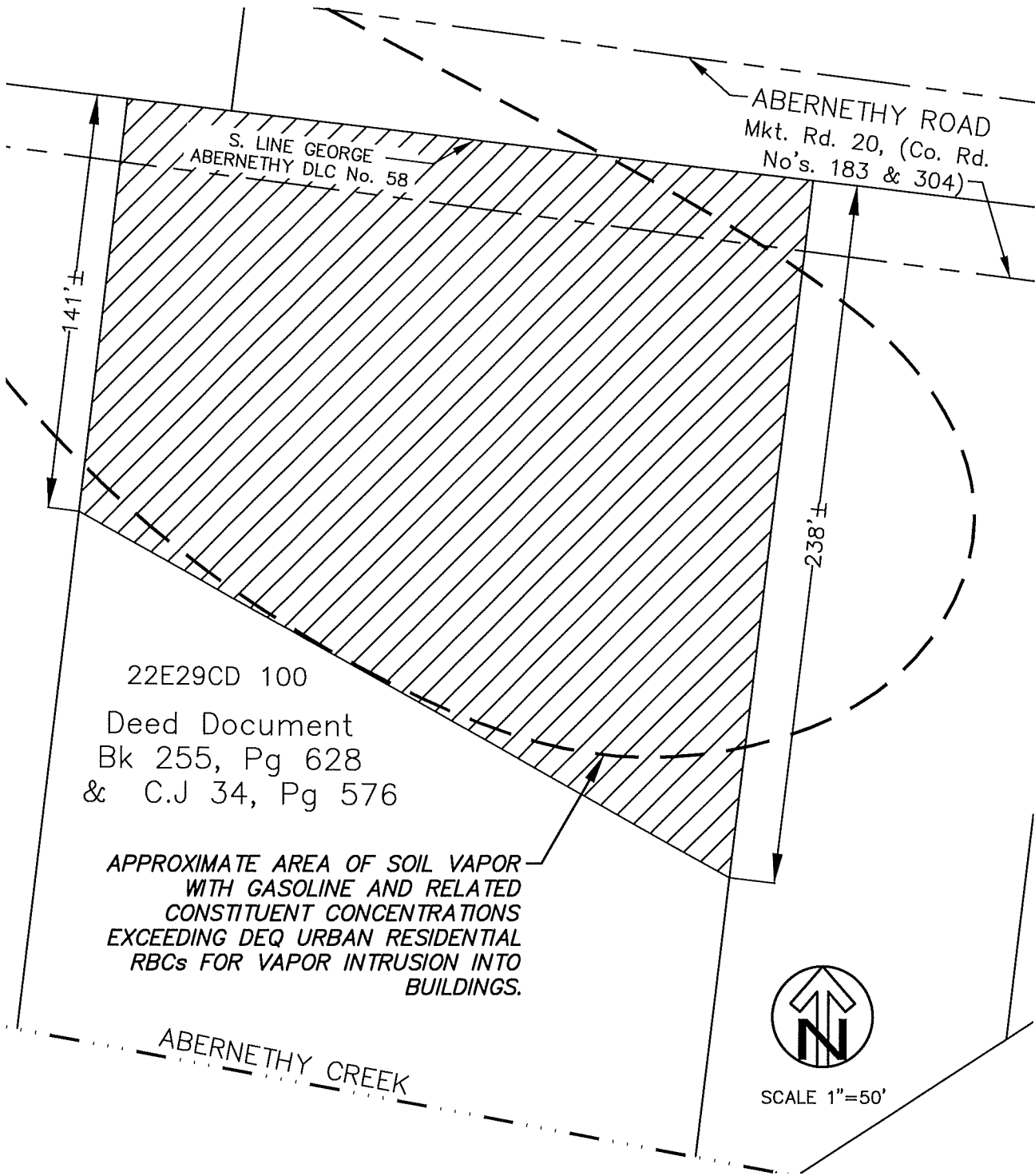
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EXHIBIT "B-1"  
 PROPERTY REFERENCE B. 165, P. 108

SHEET  
 4 OF 4



SITUATED IN THE SW 1/4 OF SECTION 29  
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
CLACKAMAS COUNTY, OREGON



22E29CD 100

Deed Document  
Bk 255, Pg 628  
& C.J 34, Pg 576

**APPROXIMATE AREA OF SOIL VAPOR  
WITH GASOLINE AND RELATED  
CONSTITUENT CONCENTRATIONS  
EXCEEDING DEQ URBAN RESIDENTIAL  
RBCs FOR VAPOR INTRUSION INTO  
BUILDINGS.**



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: D. Cutshall

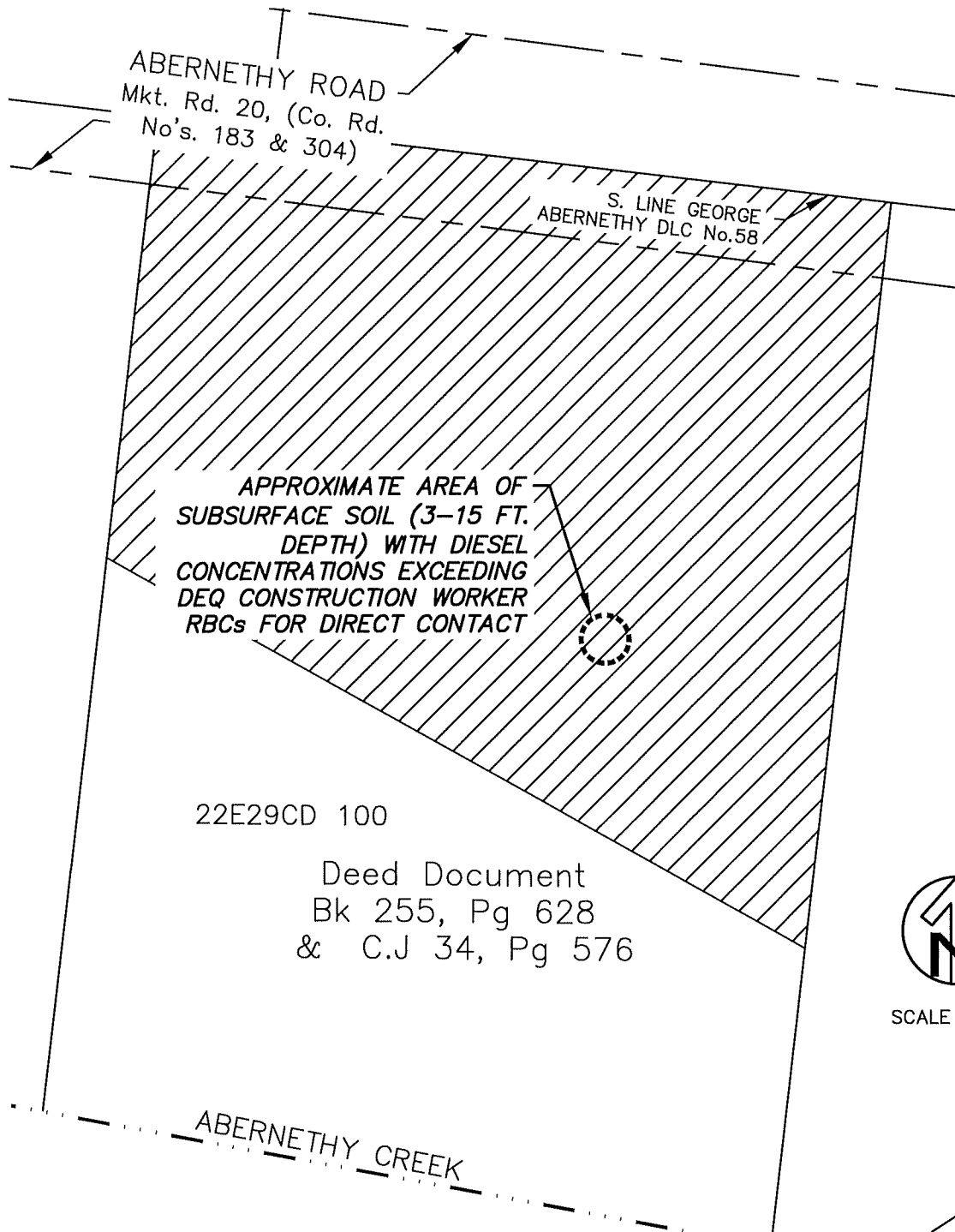
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EXHIBIT "B-2"  
PROPERTY REFERENCE B. 255, P. 628

SHEET

1 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29  
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
CLACKAMAS COUNTY, OREGON



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-2"  
PROPERTY REFERENCE B. 255, P. 628

SHEET  
2 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON

ABERNETHY ROAD  
 Mkt. Rd. 20, (Co. Rd.  
 No's. 183 & 304)

S. LINE GEORGE  
 ABERNETHY DLC No.58

APPROXIMATE AREA OF  
 SHALLOW SOIL (<3 FT.  
 DEPTH) WITH DIESEL AND OIL  
 CONCENTRATIONS EXCEEDING  
 DEQ URBAN RESIDENTIAL RBC's  
 FOR DIRECT CONTACT.

22E29CD 100

Deed Document  
 Bk 255, Pg 628  
 & C.J 34, Pg 576

ABERNETHY CREEK



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION  
 AND DEVELOPMENT

150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045



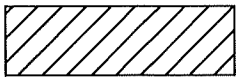
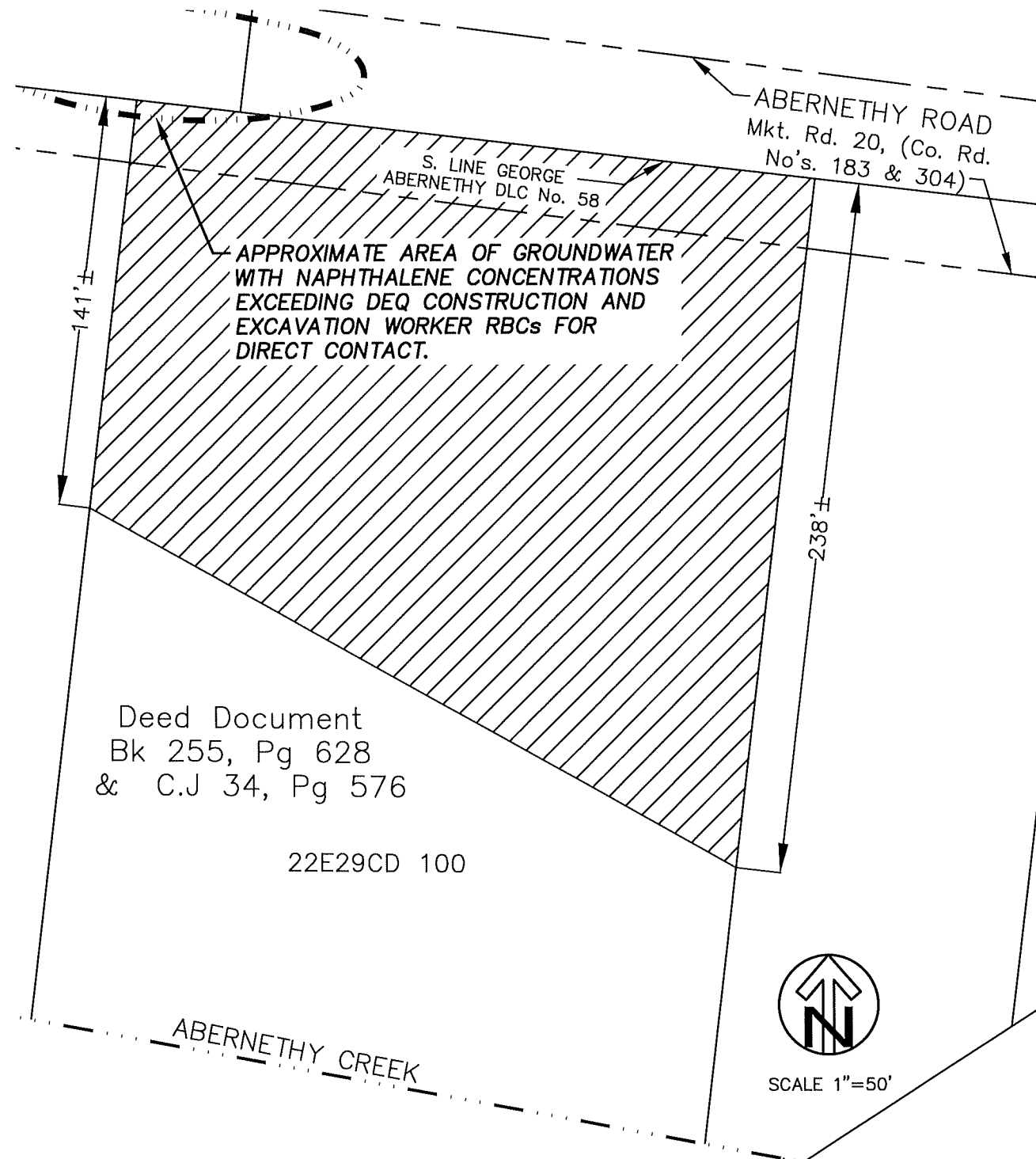
BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-2"  
 PROPERTY REFERENCE B. 255, P. 628

SHEET  
 3 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29  
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
CLACKAMAS COUNTY, OREGON



AREA OF EASEMENT AND EQUITABLE SERVITUDE

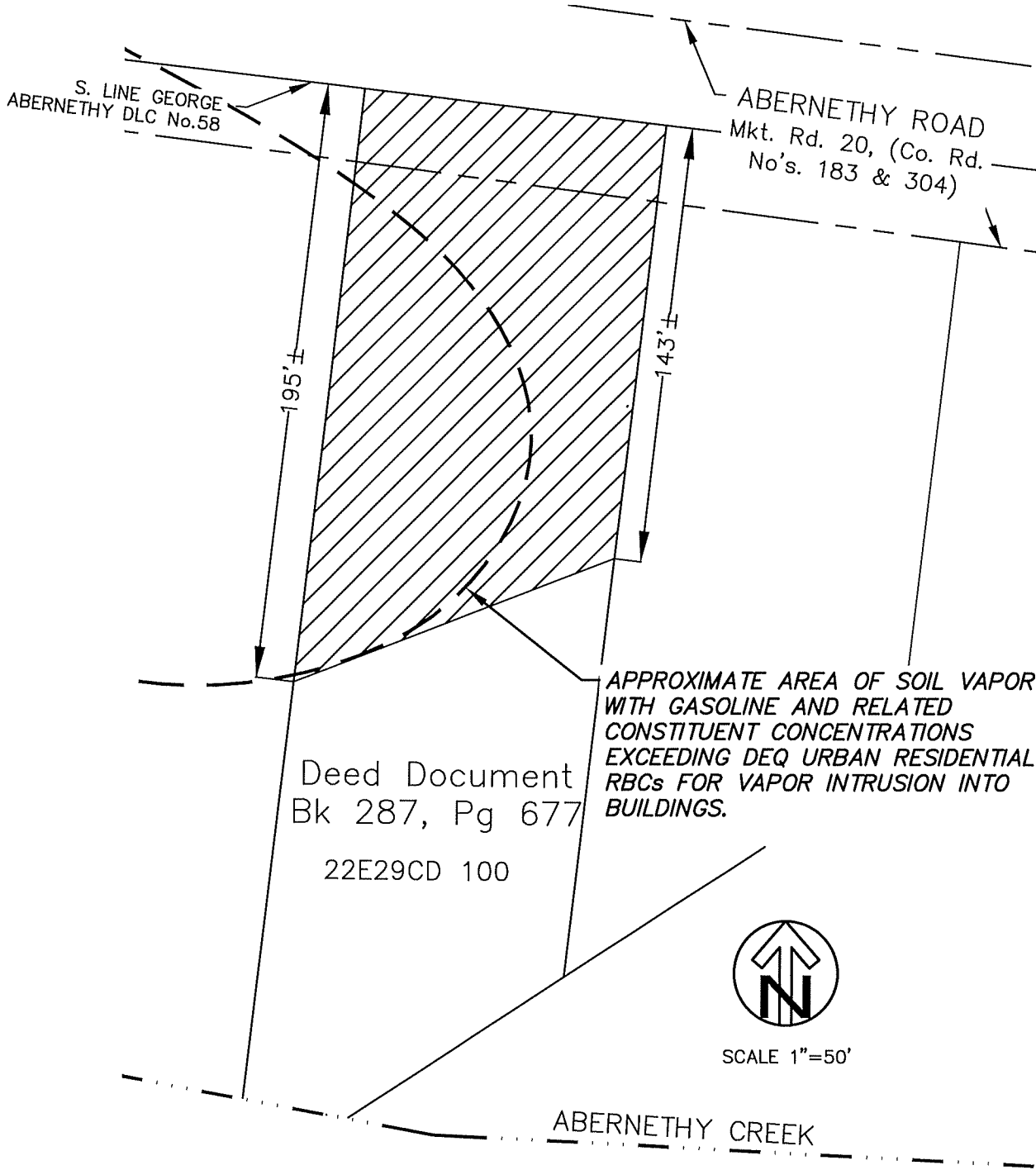
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: D. Cutshall DATE: 12/27/2019  
EXHIBIT "B-2"  
PROPERTY REFERENCE B. 255, P. 628

SHEET  
4 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON



Deed Document  
 Bk 287, Pg 677  
 22E29CD 100

APPROXIMATE AREA OF SOIL VAPOR  
 WITH GASOLINE AND RELATED  
 CONSTITUENT CONCENTRATIONS  
 EXCEEDING DEQ URBAN RESIDENTIAL  
 RBCs FOR VAPOR INTRUSION INTO  
 BUILDINGS.



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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

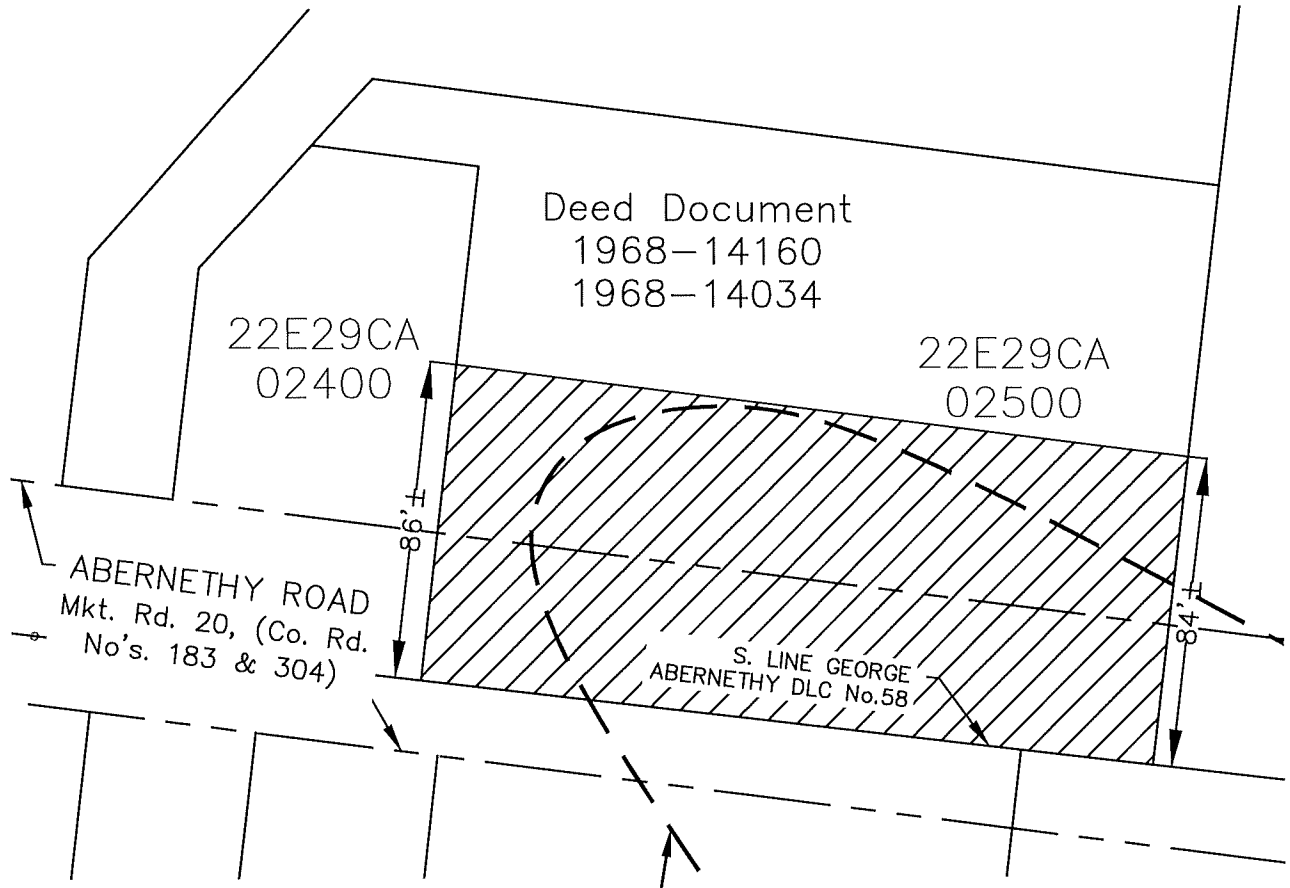


BY: D. Cutshall DATE: 12/27/2019

EXHIBIT "B-3"  
 PROPERTY REFERENCE B. 287, P. 677

SHEET  
 1 OF 1

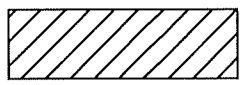
SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON



APPROXIMATE AREA OF SOIL VAPOR WITH GASOLINE AND RELATED CONSTITUENT CONCENTRATIONS EXCEEDING DEQ URBAN RESIDENTIAL RBCs FOR VAPOR INTRUSION INTO BUILDINGS.



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



BY: D. Cutshall DATE: 12/27/2019  
 EXHIBIT "B-4"  
 PROPERTY REFERENCE 1968-14160

SHEET  
 1 OF 2

SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON

Deed Document  
 1968-14160  
 1968-14034

22E29CA  
 02400

22E29CA  
 02500

ABERNETHY ROAD  
 Mkt. Rd. 20, (Co. Rd.  
 No's. 183 & 304)

S. LINE ABERNETHY DLC .No. 58

APPROXIMATE AREA OF GROUNDWATER  
 WITH NAPHTHALENE CONCENTRATIONS  
 EXCEEDING DEQ CONSTRUCTION AND  
 EXCAVATION WORKER RBCs FOR  
 DIRECT CONTACT.



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-4"  
 PROPERTY REFERENCE 1968-14160

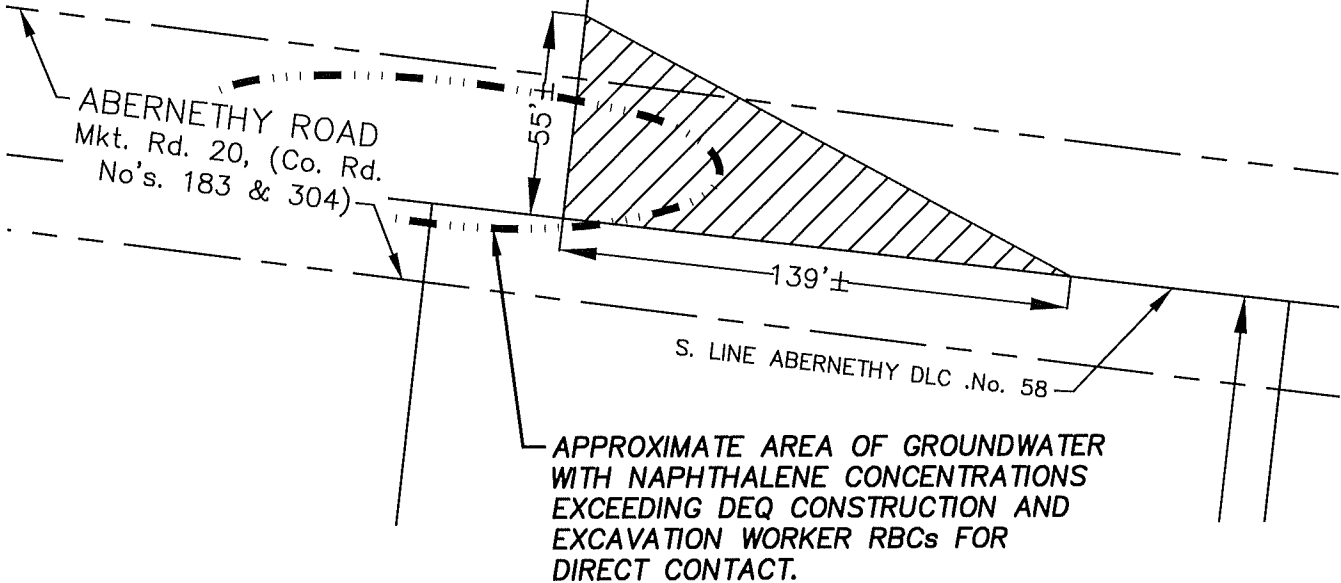
SHEET  
 2 OF 2

SITUATED IN THE SW 1/4 OF SECTION 29  
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
CLACKAMAS COUNTY, OREGON

22E29CA  
02500

Deed Document  
2007-051335

22E29  
00902



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: D. Cutshall

DATE: 10/09/2020

EXHIBIT "B-5"  
PROPERTY REFERENCE 2007-51335

SHEET

1 OF 2

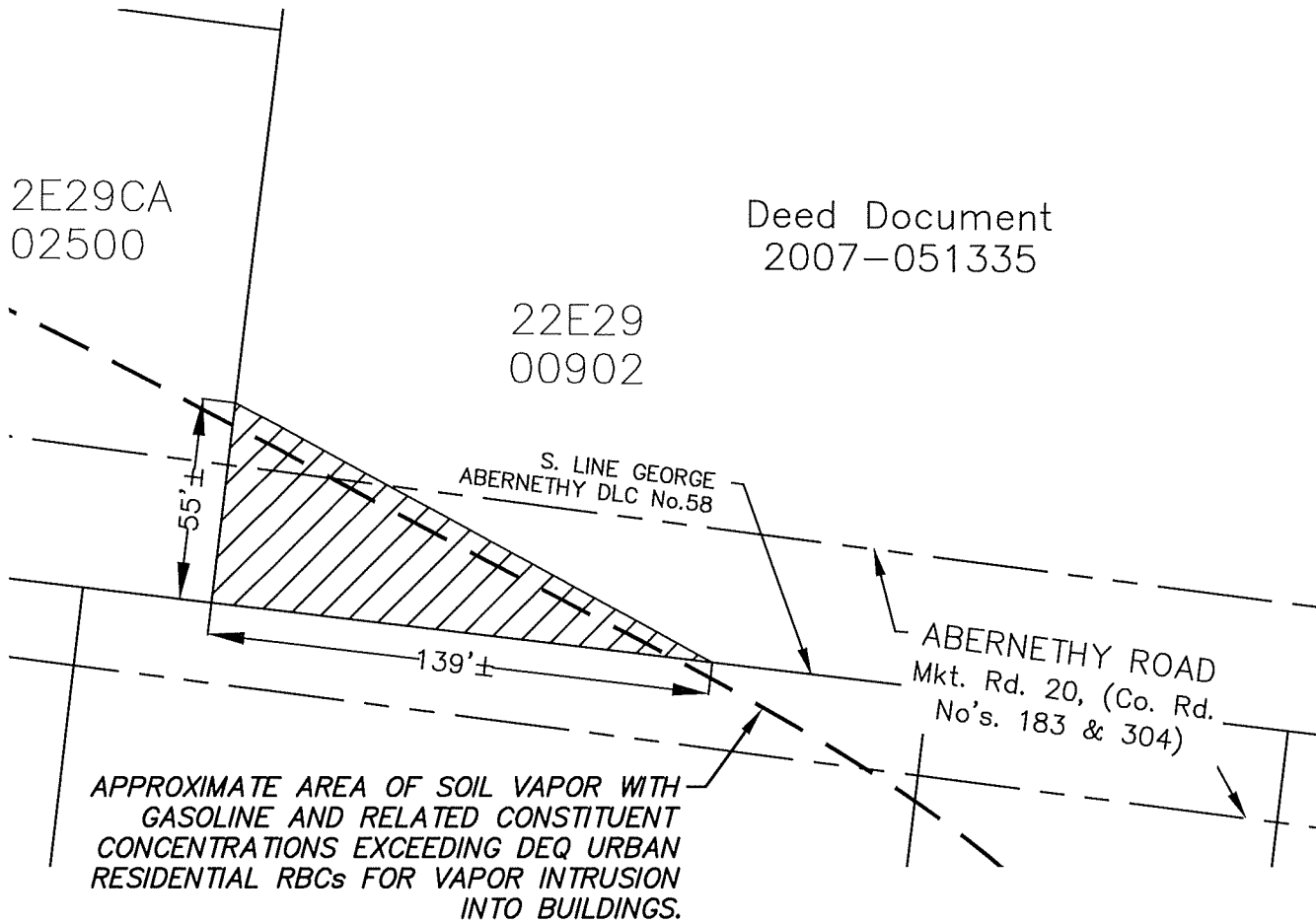


SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON

2E29CA  
 02500

Deed Document  
 2007-051335

22E29  
 00902



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



BY: D. Cutshall DATE: 10/09/2020

EXHIBIT "B-5"  
 PROPERTY REFERENCE 2007-51335

SHEET  
 2 OF 2

---

*Space above this line for Recorder's use.*

*After recording, return to:*

**Grantor**

CLACKAMAS COUNTY  
2051 S KAEN RD.  
OREGON CITY, OR 97045

**Grantee**

OREGON DEQ  
700 NE MULTNOMAH ST., SUITE 600  
PORTLAND, OR 97232

**EASEMENT AND EQUITABLE SERVITUDES**

This grant of Easement and acceptance of Equitable Servitudes is made November 22, 2021, between Clackamas County and the Oregon Department of Environmental Quality (“DEQ” or “Grantee”).

**RECITALS**

A. Grantor is the owner of certain real property located at 902 and 1007 Abernethy Rd., Oregon City, Oregon (the “Property”) the location of which is more described in Exhibits A-1 through A-4 and shown in Exhibits B and B-1 through B-5 to this Easement and Equitable Servitudes and referenced under LUST#03-91-0385 in the files of DEQ’s Leaking Underground Storage Tank Program at DEQ’s Northwest Region office located at 700 NE Multnomah Street, Portland, Oregon. Interested parties may contact the Northwest Region office to review a detailed description of the residual risks present at the Property and described in the EES Risk-Based UST Cleanup and Closure Report dated October 31, 2019.

B. Identified contamination at the site originated from historical releases from underground storage tank systems, which were decommissioned between 1991 and 1998. EES, an environmental contractor, completed supplemental investigations in 2018-19 associated with this LUST site. Environmental investigation revealed limited subsurface groundwater and soil contamination which generally extends north/northwest from the former USTs. Within limited areas of the Property, UST contamination exceeds Oregon DEQ risk-based concentrations for Urban Residential and construction/excavation workers, which are considered to be potential receptors based on likely future use. The most significant contamination appears to be isolated at depths between approximately 15 to 35 feet below ground surface where contact and exposure are less likely. There are no current pathways of exposure for remaining contamination. This easement applies to Parcel 22 E 29 CA, Lot 2500, 1007 Abernethy Rd. The other parcel with an easement from this release is Parcel 22 E 29 CD, Lot 100, 902 Abernethy Rd.

C. On November 22, 2021, DEQ entered into this agreement under which Grantor has agreed to implement the Equitable Servitudes set forth in Section 3.0 of this Easement.

D. The provisions of this Easement and Equitable Servitudes are intended to further the implementation of the purpose of the selected action by recording the institutional controls required by DEQ to ensure that current and future use of the Property protects human health and the environment from petroleum contaminated soil, groundwater and vapor.

## 1. DEFINITIONS

1.1 "DEQ" means the Oregon Department of Environmental Quality, and its employees, agents, and authorized representatives. "DEQ" also means any successor or assign of DEQ under the laws of Oregon, including but not limited to any entity or instrumentality of the State of Oregon authorized to perform any of the functions or to exercise any of the powers currently performed or exercised by DEQ.

1.2 "Owner" means any person or entity, including Grantor, who at any time owns, occupies, or acquires any right, title, or interest in or to any portion of the Property or a vendee's interest of record to any portion of the Property, including any successor, heir, assign or holder of title or a vendee's interest of record to any portion of the Property, excluding any entity or person who holds such interest solely for the security for the payment of an obligation and does not possess or control use of the Property.

1.3 "Property" means the real property described in Exhibit A to this Easement and Equitable Servitudes.

1.4 "Urban Residential" means human contaminant receptors and property use as defined by Oregon DEQ (*Risk-Based Decision Making for the Remediation of Contaminated Sites*, rev. 10/02/2017).

## 2. GENERAL DECLARATION

Grantor grants to DEQ an Easement for access and accepts the Equitable Servitudes described in this instrument and, in so doing, declares that the Property described in Attachment A to this Easement and Equitable Servitudes, is now subject to and shall in future be conveyed, transferred, leased, encumbered, occupied, built upon, or otherwise used or improved, in whole or in part, subject to this Easement and Equitable Servitudes. Each condition and restriction set forth in this Easement and Equitable Servitudes touches and concerns the Property and the equitable servitudes granted in paragraph 3 and easement granted in paragraph 4 below, shall run with the land for all purposes, shall be binding upon all current and future owners of the Property as set forth in this Easement and Equitable Servitudes, and shall inure to the benefit of the State of Oregon. Grantor further conveys to DEQ the perpetual right to enforce the conditions and restrictions set forth in this Easement and Equitable Servitudes.

## 3. EQUITABLE SERVITUDES (RESTRICTIONS ON USE)

3.1 **Groundwater Use Restrictions.** Oregon City Ordinance No 94-1022 does not allow well construction at Affected Portions of the Property or elsewhere in the vicinity. In accordance with the existing Ordinance and this Easement and Equitable Servitudes, owner may not extract through wells or by other means or use groundwater at the Property for consumption or other beneficial use. This prohibition does not apply to extraction of groundwater associated with groundwater treatment or monitoring activities approved by DEQ or to temporary dewatering activities related to construction, development, or the installation of sewer or utilities at the Property. Owner must conduct a waste determination on any groundwater that is extracted during such monitoring, treatment, or dewatering activities and handle, store and manage waste water according to applicable laws. Oregon City Ordinance No 94-1022 does not allow well construction at the Property or elsewhere in the vicinity.

3.2 **Contaminated Media Management Plan.** The Owner has prepared a contaminated media management plan (CMMP) to inform decisions related to managing, characterizing and disposing of contaminated media encountered during future redevelopment, construction and/or excavation at the Property. The Owner shall maintain the CMMP at the Property and convey the plan to future owners. A copy of the CMMP is available in DEQ's files for Clackamas County D.T.D., LUST File No. 03-91-0385.

3.3 **Conditions on Future Construction at Property.** Only with the prior written approval of DEQ, the Owner may construct future buildings for human Urban Residential use at the Property. Future Urban Residential buildings constructed at the Property must incorporate DEQ-approved, professionally installed vapor mitigation engineering control(s) into the building design. Alternatively, Owner will perform additional cleanup and/or site assessment in accordance with a DEQ-approved work plan adequate to demonstrate that residual contamination does not pose unacceptable vapor intrusion risks to future Urban Residential building occupants. Owner shall not construct future Urban Residential buildings or allow other parties to occupy

and/or construct future Urban Residential buildings for human occupation unless this requirement has been satisfied or it has been demonstrated to the satisfaction of DEQ that this prohibition on construction is no longer necessary to protect human health.

**3.4 DEQ Review of Development Plans.** Prior to any future construction of an Urban Residential-use building at the Property, the Owner must submit professionally prepared plans for the proposed development to DEQ for review by the UST Cleanup Program (or its successor). Any such plans submitted to DEQ must include plans for a) professionally-installed vapor mitigation engineering controls and associated performance testing that are signed and stamped by an Oregon-registered Professional Engineer and/or b) remediation of petroleum-contaminated soil and groundwater to below applicable Risk-Based Concentrations and confirmation sampling appropriate to demonstrate the success of cleanup and/or c) site assessment adequate to rule out unacceptable vapor intrusion risks to future Urban Residential-use building occupants. Owner shall pay DEQ's costs associated with any reviews, requests or approvals required by this EES. Such review shall be carried out in a timely manner and minimize delays for such development.

**3.5 Use of the Property.** Owner may not occupy or allow other parties to occupy the Property unless the controls listed in this Section 3 are maintained.

#### **4. EASEMENT (RIGHT OF ENTRY)**

During reasonable hours and subject to reasonable security requirements, DEQ may enter upon and inspect any portion of the Property to determine whether the requirements of this EES have been or are being complied with. Except when necessary to address an imminent threat to human health or the environment, DEQ will use its best efforts to notify the Owner 72 hours before DEQ entry to the Property. DEQ may enter upon the Property at any time to abate, mitigate, or cure at the expense of the Owner the violation of any condition or restriction contained in this EES, provided DEQ first gives written notice of the violation to Owner describing what is necessary to correct the violation and Owner fails to cure the violation within the time specified in such notice. Any such entry by DEQ to evaluate compliance or to abate, mitigate, or cure a violation may not be deemed a trespass.

#### **5. RELEASE OF RESTRICTIONS**

**5.1** Owner may request release of any or all of the conditions or restrictions contained in this EES by submitting such request to the DEQ in writing with evidence that the conditions or restrictions are no longer necessary to protect human health and the environment. The decision to release any or all of the conditions or restrictions in this EES will be within the sole discretion of DEQ.

**5.2** Upon a determination pursuant to Subsection 5.1, DEQ will, as appropriate, execute and deliver to Owner a release of specific conditions or restrictions, or a release of this EES in its entirety.

## 6. GENERAL PROVISIONS

6.1 **Notice of Transfer/Change of Use.** Owner must notify DEQ within 10 days after the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of Owner's interest in or occupancy of the Property. Such notice must include the full name and address of the Party to whom Owner has transferred an interest or right of occupancy. In addition, Owner must notify DEQ a minimum of 10 days before the effective date of any change in use of the Property that might expose human or ecological receptors to hazardous substances. Such notice must include complete details of any planned development activities or change in use. Notwithstanding the foregoing, Owner may not commence any development inconsistent with the conditions or restrictions in Section 3 without prior written approval from DEQ as provided in Subsection 3 of this EES or removal of the condition or restriction as provided in Subsection 5.1. This subsection does not apply to the grant or conveyance of a security interest in the Property.

6.2 **Zoning Changes.** Owner must notify DEQ no less than 30 days before Owner's petitioning for or filing of any document initiating a rezoning of the Property that would change the base zone of the Property under the City of Oregon City zoning code or any successor code. As of the date of this EES, the base zone of the Property is Mixed Use Downtown (MUD).

6.3 **Cost Recovery.** Owner will pay DEQ's costs for review and oversight of implementation of and compliance with the provisions in this EES, including but not limited to periodic review and tracking of actions required by this EES. This EES constitutes the binding agreement by the Owner to reimburse DEQ for all such eligible review and oversight costs. DEQ will establish a cost recovery account for tracking and invoicing DEQ project costs. DEQ will provide the Owner with a monthly statement and direct labor summary. DEQ costs will include direct and indirect costs. Direct costs include site-specific expenses and legal costs. Indirect costs are those general management and support costs of the State of Oregon and DEQ allocable to DEQ oversight of this EES and not charged as direct site-specific costs. Indirect charges are based on actual costs and are applied as a percentage of direct personal services costs.

6.4 **Reference in Deed.** A reference to this EES, including its location in the public records, must be recited in any deed conveying the Property or any portion of the Property. Each condition and restriction contained in this EES runs with the land so burdened until such time as the condition or restriction is removed by written certification from DEQ, recorded in the deed records of the County in which the Property is located, certifying that the condition or restriction is no longer required to protect human health or the environment.

6.5 **Effect of Recording.** Upon the recording of this EES, all future Owners are conclusively deemed to have consented and agreed to every condition and restriction contained in this EES, whether or not any reference to this EES is contained in an instrument by which such person or entity occupies or acquires an interest in the Property.

6.6 **Enforcement and Remedies.** Upon any violation of any condition or restriction contained in this EES, the State of Oregon, in addition to the remedies described in Section 4, may seek available legal or equitable remedies to enforce this EES, including civil penalties as set forth in ORS 465.900.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement and Equitable Servitudes as of the date and year first set forth above.

**GRANTOR:** Clackamas County

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tootie Smith, Chair, Board of County Commissioners

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ )

The foregoing instrument is acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by as property owner of \_\_\_\_\_ Oregon City, Oregon.

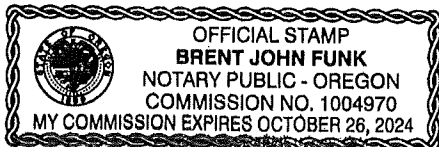
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

**GRANTEE:** State of Oregon, Department of Environmental Quality

By: [Signature] Date: 12/7/21  
Kevin Parrett, Manager, Cleanup Program

STATE OF OREGON )  
County of MULTNOMAH

The foregoing instrument is acknowledged before me this 7th day of December 2021, by Kevin Parrett, as a Manager of Oregon DEQ, for and on its behalf.



[Signature]  
NOTARY PUBLIC  
My commission expires: 10/26/2024

For further information, please contact:  
Oregon DEQ LUST Program  
700 NE Multnomah St., Suite 600  
Portland, OR 97232

After recording, please return to:  
Oregon DEQ  
Attention: LUST Program  
700 NE Multnomah St., Suite 600  
Portland, OR 97232



## EXHIBIT "A-4"

Abernethy Road  
Owner: Clackamas County  
Project Number: RM 2018-0000-00009  
**Property Reference 1968-14160**

Map No. 22E29CA02500  
Date: January 2, 2020  
Page 1 of 1

### **Easement and Equitable Servitude**

A portion of that real property situated in the southwest 1/4 of Section 29, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon, conveyed to Clackamas County by a deed recorded in Deed Document 1968-14160, Clackamas County Deed Records, said portion shown on maps in attached Exhibit "B-4" which by this reference is made a part hereof, being more particularly described as follows:

All of the above described property lying southerly of a line running westerly from a point on the easterly property line of said property, that is 84 feet (more or less), northerly of the intersection of the south line of the George Abernethy DLC No. 58, and the easterly property line of said property, to a point on the westerly property line of said property that is 86 feet (more or less), northerly, of the intersection of the south line of the George Abernethy DLC No. 58, and the westerly property line of said property.

The area of land to which this description applies contains 17,044 square feet more or less.

**EXHIBIT B**

**Maps of the Property**

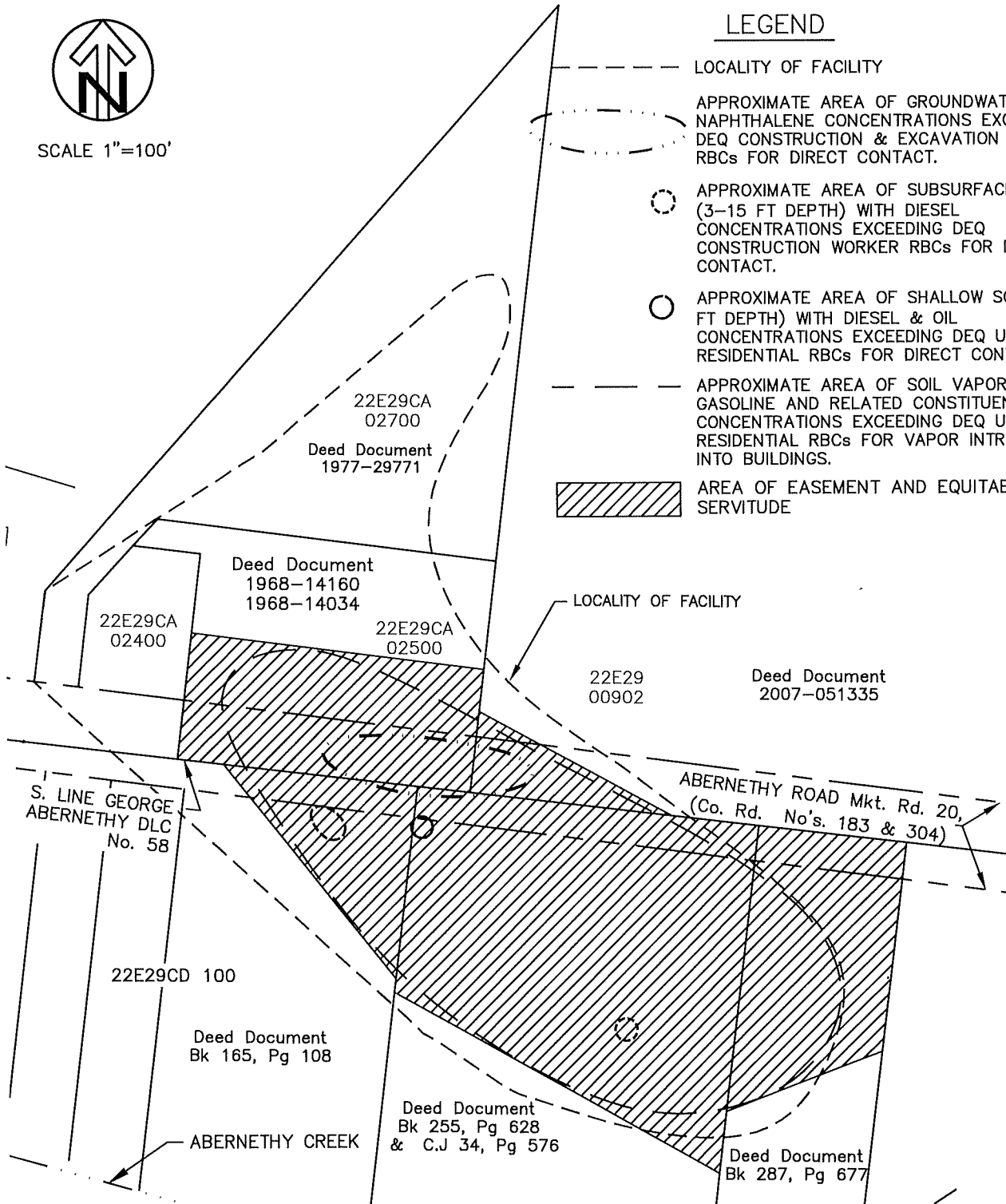
SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON



SCALE 1"=100'

LEGEND

- - - - - LOCALITY OF FACILITY
- - - - - APPROXIMATE AREA OF GROUNDWATER WITH NAPHTHALENE CONCENTRATIONS EXCEEDING DEQ CONSTRUCTION & EXCAVATION WORKER RBCs FOR DIRECT CONTACT.
- APPROXIMATE AREA OF SUBSURFACE SOIL (3-15 FT DEPTH) WITH DIESEL CONCENTRATIONS EXCEEDING DEQ CONSTRUCTION WORKER RBCs FOR DIRECT CONTACT.
- APPROXIMATE AREA OF SHALLOW SOIL (<3 FT DEPTH) WITH DIESEL & OIL CONCENTRATIONS EXCEEDING DEQ URBAN RESIDENTIAL RBCs FOR DIRECT CONTACT
- - - - - APPROXIMATE AREA OF SOIL VAPOR WITH GASOLINE AND RELATED CONSTITUENT CONCENTRATIONS EXCEEDING DEQ URBAN RESIDENTIAL RBCs FOR VAPOR INTRUSION INTO BUILDINGS.
- ▨ AREA OF EASEMENT AND EQUITABLE SERVITUDE



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



BY: D. Cutshall

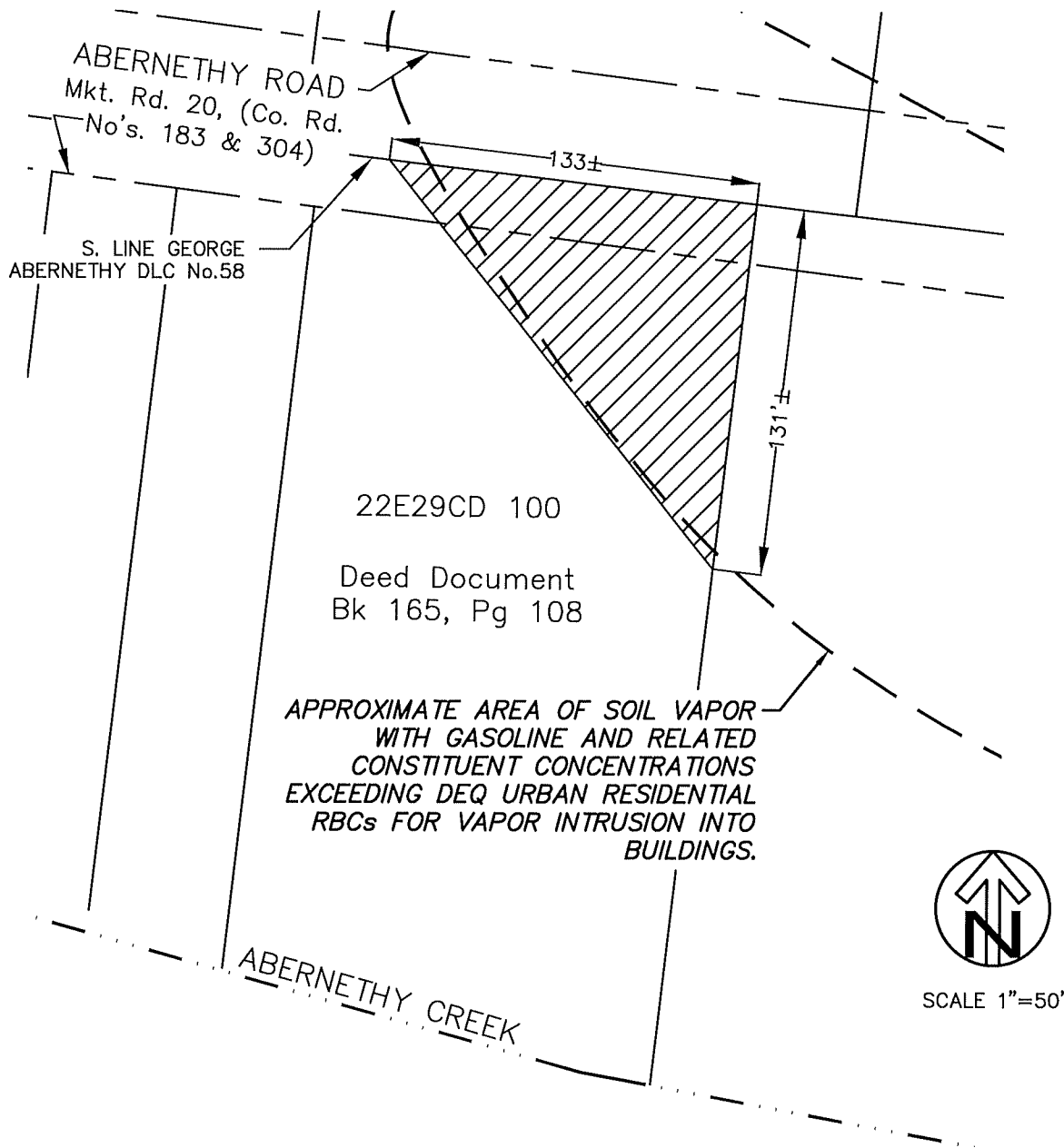
DATE: 12/27/2019

SHEET

EXHIBIT "B"  
 ABERNETHY PROPERTY OVERVIEW

1 OF 1

SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION  
 AND DEVELOPMENT

150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045



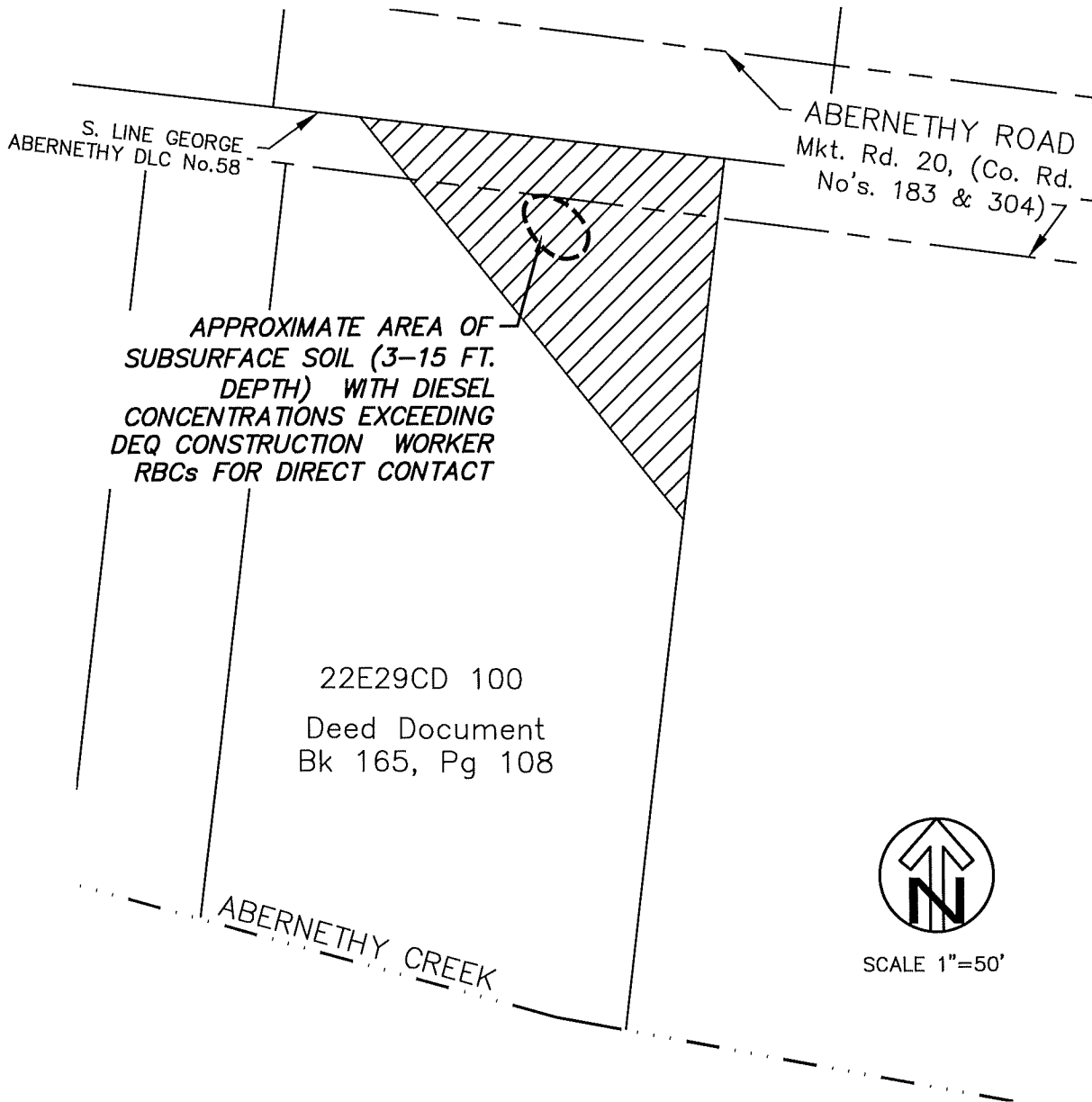
BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-1"  
 PROPERTY REFERENCE B. 165, P. 108

SHEET  
 1 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON



APPROXIMATE AREA OF  
 SUBSURFACE SOIL (3-15 FT.  
 DEPTH) WITH DIESEL  
 CONCENTRATIONS EXCEEDING  
 DEQ CONSTRUCTION WORKER  
 RBCs FOR DIRECT CONTACT

22E29CD 100  
 Deed Document  
 Bk 165, Pg 108



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



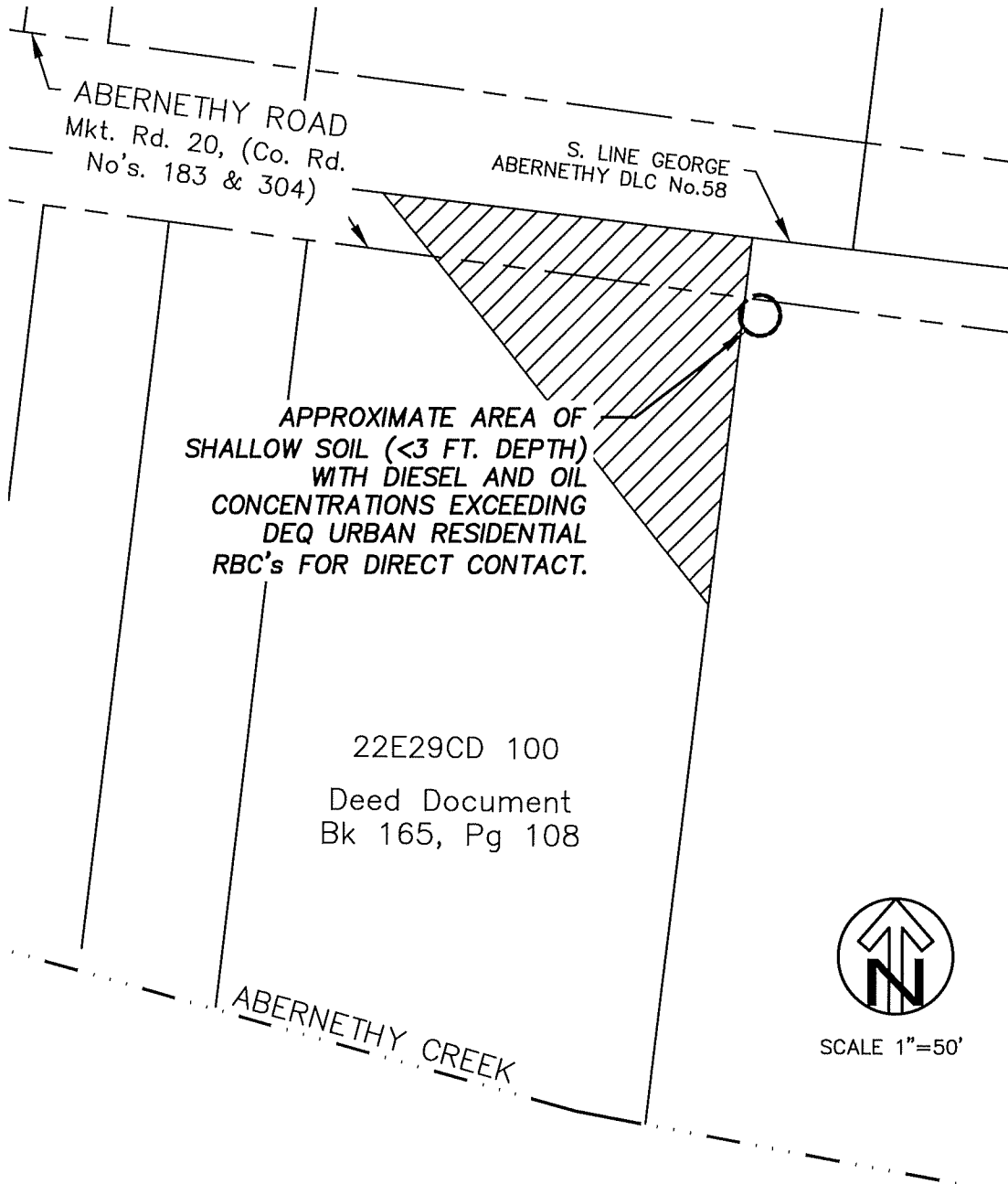
BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-1"  
 PROPERTY REFERENCE B. 165, P. 108

SHEET  
 2 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29  
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
CLACKAMAS COUNTY, OREGON



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



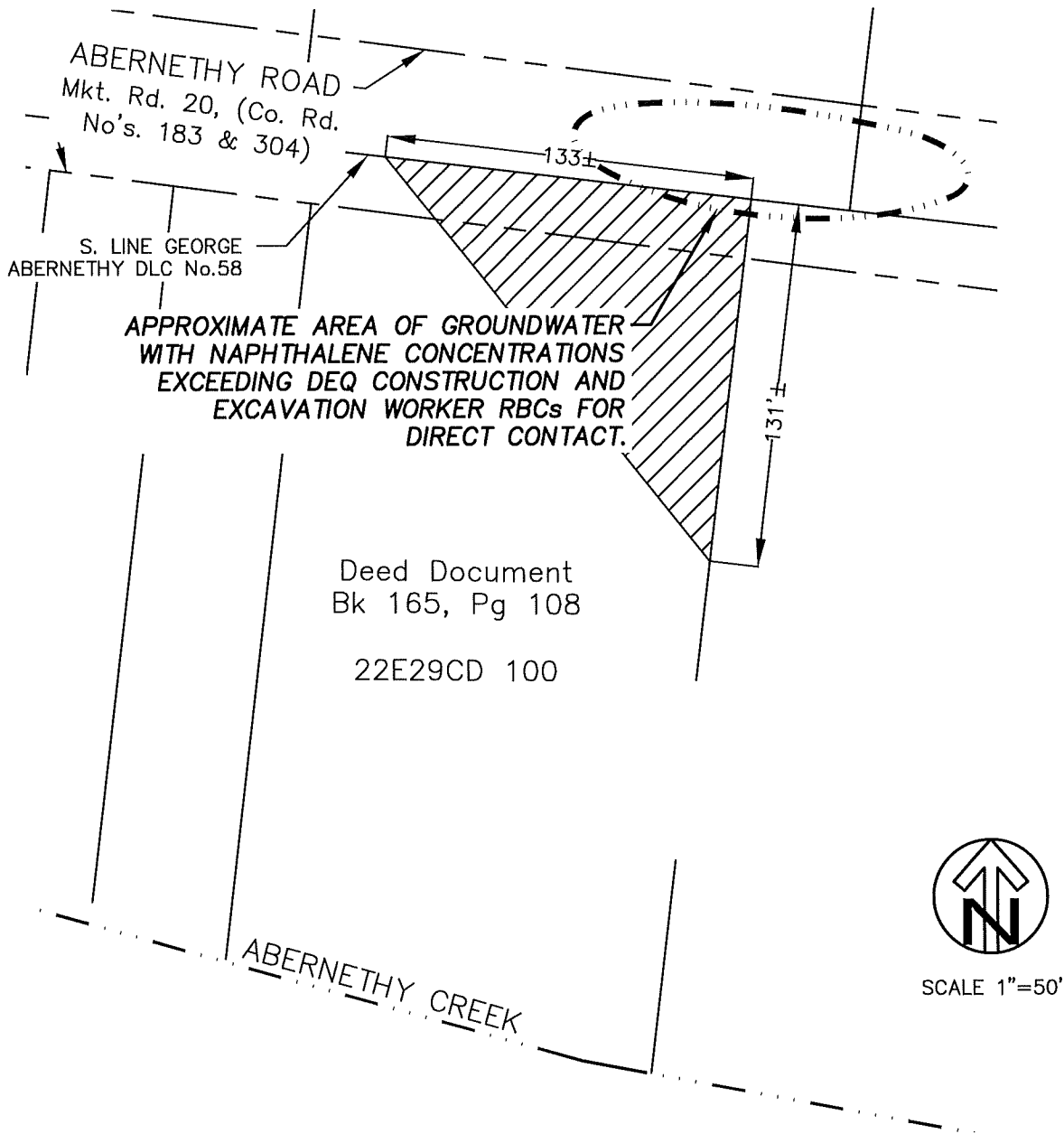
BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-1"  
PROPERTY REFERENCE B. 165, P. 108

SHEET  
3 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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

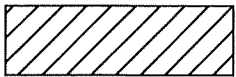
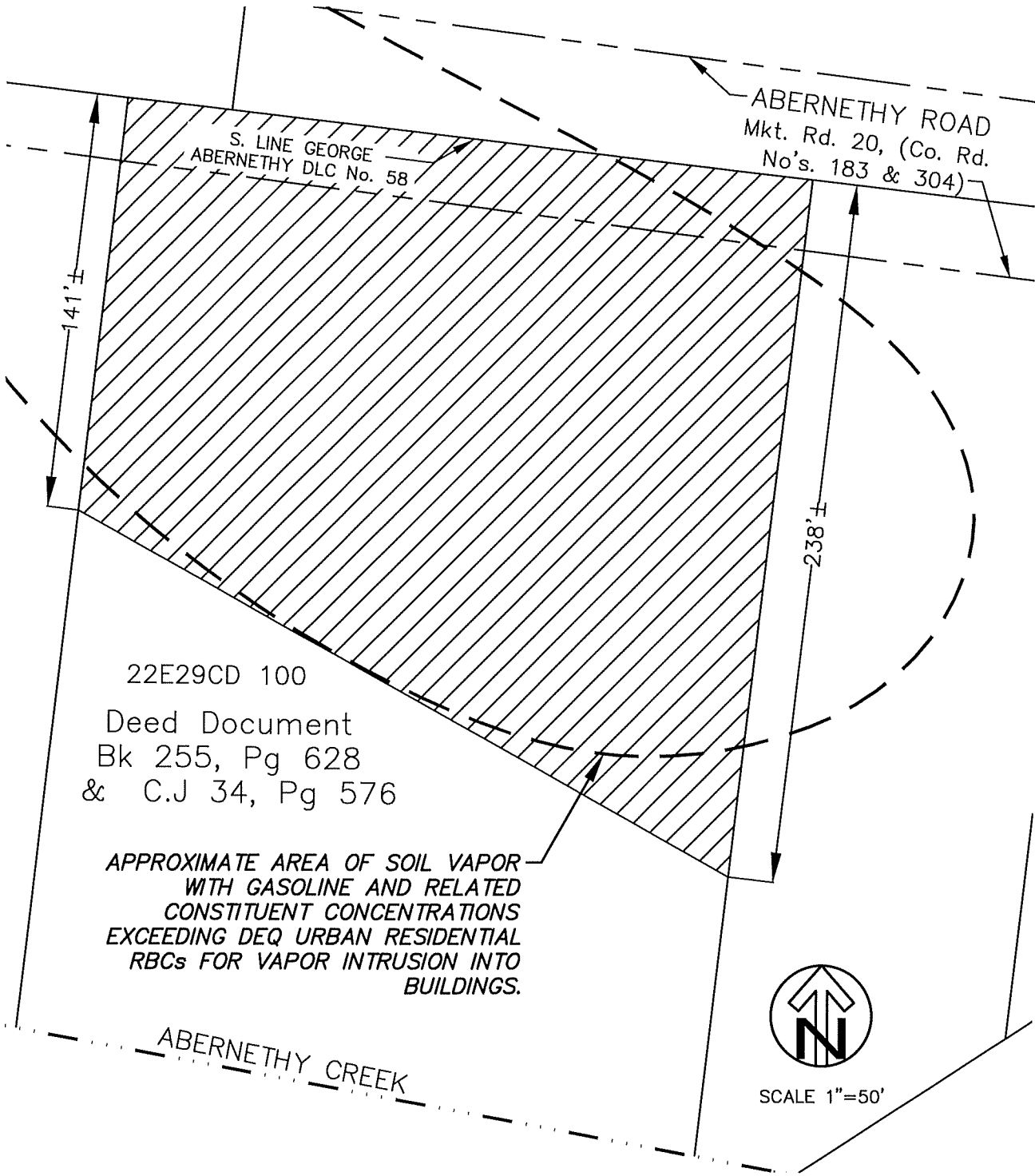


BY: D. Cutshall DATE: 12/27/2019

EXHIBIT "B-1"  
 PROPERTY REFERENCE B. 165, P. 108

SHEET  
 4 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



BY: D. Cutshall

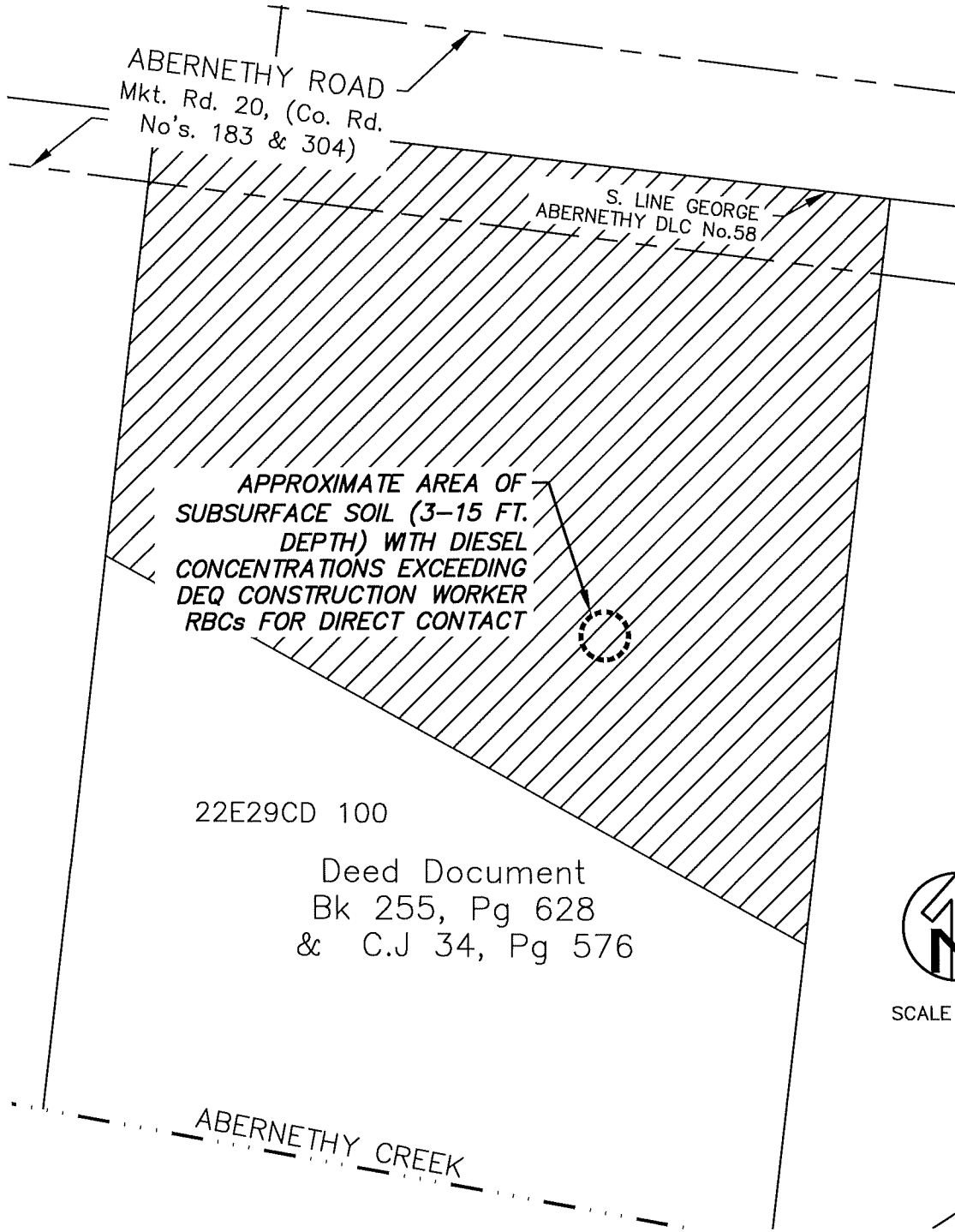
DATE: 12/27/2019

EXHIBIT "B-2"  
 PROPERTY REFERENCE B. 255, P. 628

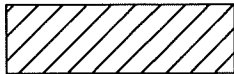
SHEET  
 1 OF 4



SITUATED IN THE SW 1/4 OF SECTION 29  
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
CLACKAMAS COUNTY, OREGON



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



BY: D. Cutshall DATE: 12/27/2019

EXHIBIT "B-2"  
PROPERTY REFERENCE B. 255, P. 628

SHEET  
2 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29  
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
CLACKAMAS COUNTY, OREGON

ABERNETHY ROAD  
Mkt. Rd. 20, (Co. Rd.  
No's. 183 & 304)

S. LINE GEORGE  
ABERNETHY DLC No.58

APPROXIMATE AREA OF  
SHALLOW SOIL (<3 FT.  
DEPTH) WITH DIESEL AND OIL  
CONCENTRATIONS EXCEEDING  
DEQ URBAN RESIDENTIAL RBC's  
FOR DIRECT CONTACT.

22E29CD 100

Deed Document  
Bk 255, Pg 628  
& C.J 34, Pg 576

ABERNETHY CREEK



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: D. Cutshall

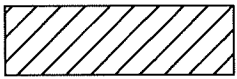
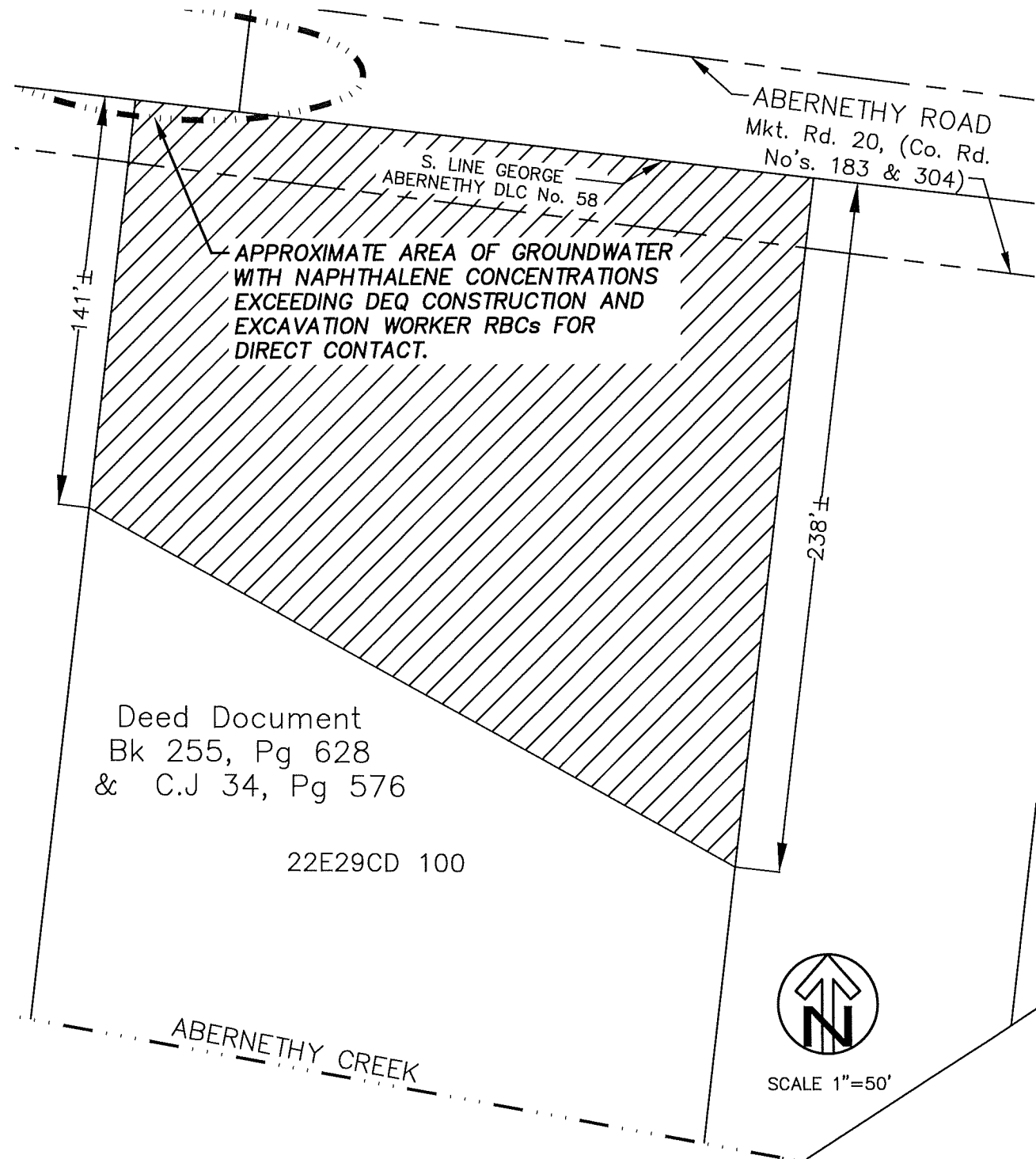
DATE: 12/27/2019

EXHIBIT "B-2"  
PROPERTY REFERENCE B. 255, P. 628

SHEET

3 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON



AREA OF EASEMENT AND EQUITABLE SERVITUDE

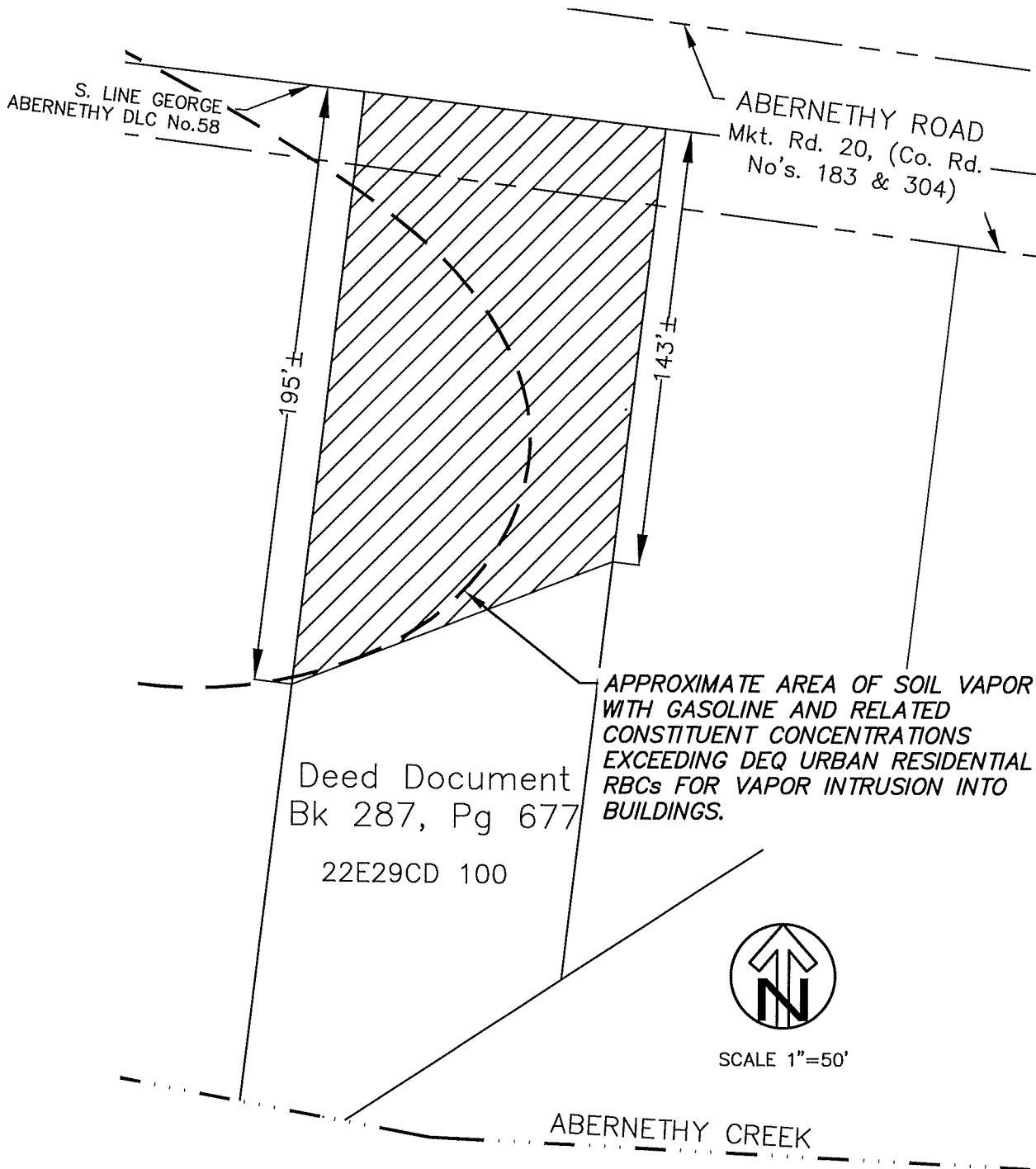
DEPARTMENT OF TRANSPORTATION  
 AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045



BY: D. Cutshall DATE: 12/27/2019  
 EXHIBIT "B-2"  
 PROPERTY REFERENCE B. 255, P. 628

SHEET  
 4 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON



Deed Document  
 Bk 287, Pg 677  
 22E29CD 100

APPROXIMATE AREA OF SOIL VAPOR  
 WITH GASOLINE AND RELATED  
 CONSTITUENT CONCENTRATIONS  
 EXCEEDING DEQ URBAN RESIDENTIAL  
 RBCs FOR VAPOR INTRUSION INTO  
 BUILDINGS.



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

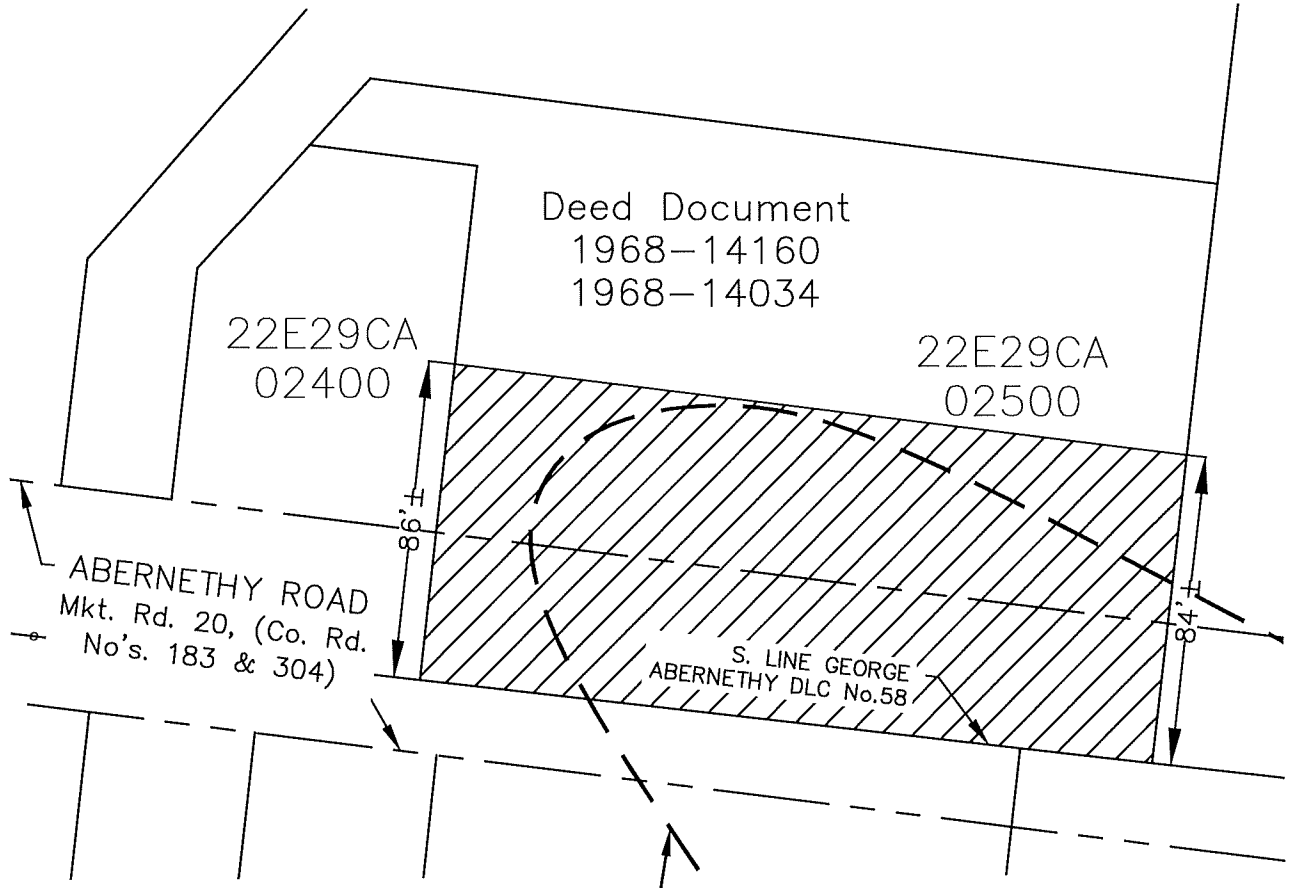
DEPARTMENT OF TRANSPORTATION  
 AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045



BY: D. Cutshall DATE: 12/27/2019  
 EXHIBIT "B-3"  
 PROPERTY REFERENCE B. 287, P. 677

SHEET  
 1 OF 1

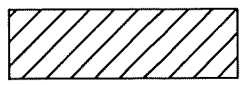
SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON



APPROXIMATE AREA OF SOIL VAPOR WITH  
 GASOLINE AND RELATED CONSTITUENT  
 CONCENTRATIONS EXCEEDING DEQ URBAN  
 RESIDENTIAL RBCs FOR VAPOR INTRUSION  
 INTO BUILDINGS.



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



BY: D. Cutshall DATE: 12/27/2019  
 EXHIBIT "B-4"  
 PROPERTY REFERENCE 1968-14160

SHEET  
 1 OF 2

SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON

Deed Document  
 1968-14160  
 1968-14034

22E29CA  
 02400

22E29CA  
 02500

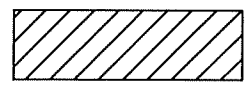
ABERNETHY ROAD  
 Mkt. Rd. 20, (Co. Rd.  
 No's. 183 & 304)

S. LINE ABERNETHY DLC .No. 58

APPROXIMATE AREA OF GROUNDWATER  
 WITH NAPHTHALENE CONCENTRATIONS  
 EXCEEDING DEQ CONSTRUCTION AND  
 EXCAVATION WORKER RBCs FOR  
 DIRECT CONTACT.



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



BY: D. Cutshall DATE: 12/27/2019  
 EXHIBIT "B-4"  
 PROPERTY REFERENCE 1968-14160

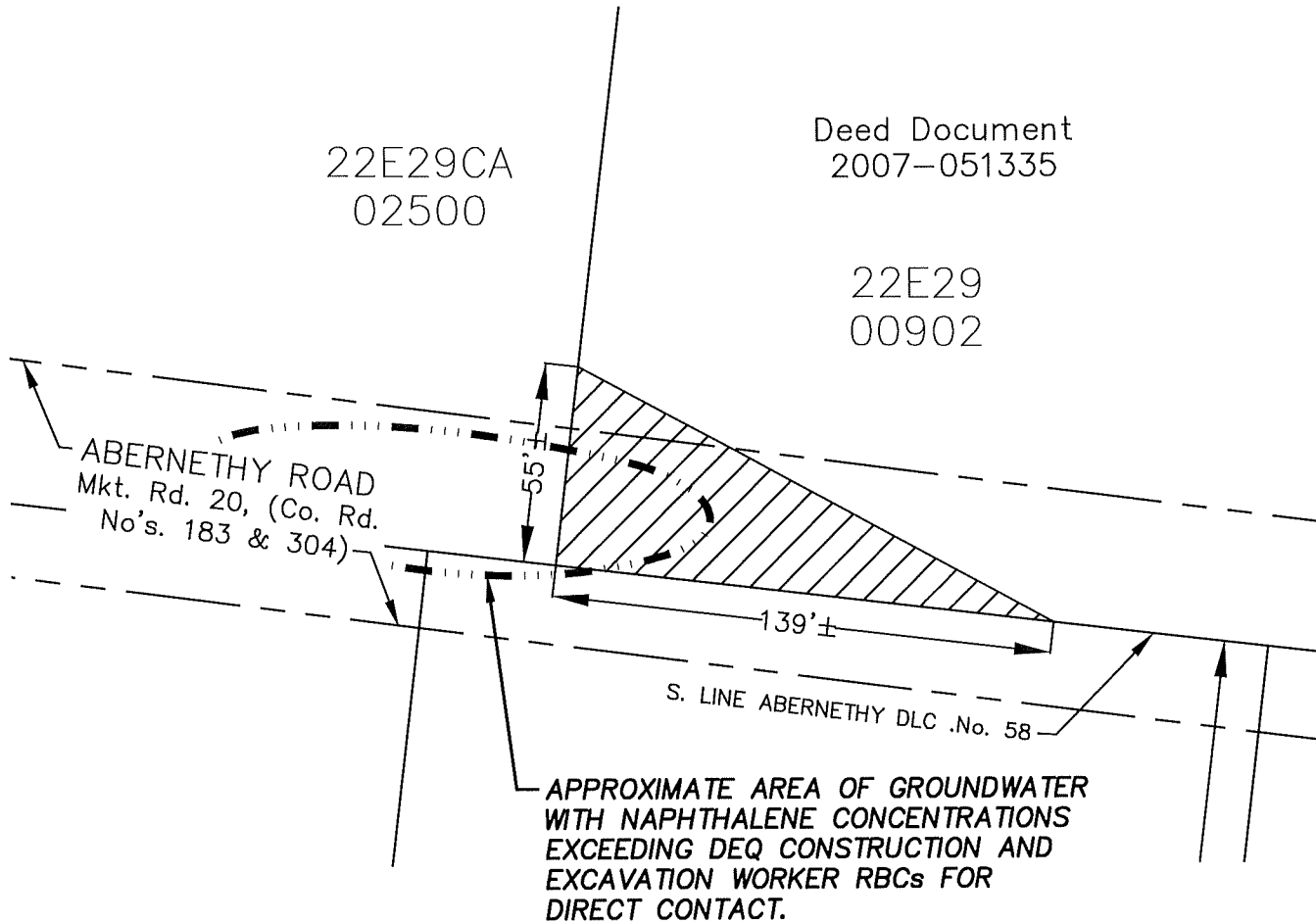
SHEET  
 2 OF 2

SITUATED IN THE SW 1/4 OF SECTION 29  
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
CLACKAMAS COUNTY, OREGON

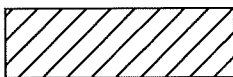
22E29CA  
02500

Deed Document  
2007-051335

22E29  
00902



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: D. Cutshall

DATE: 10/09/2020

EXHIBIT "B-5"  
PROPERTY REFERENCE 2007-51335

SHEET

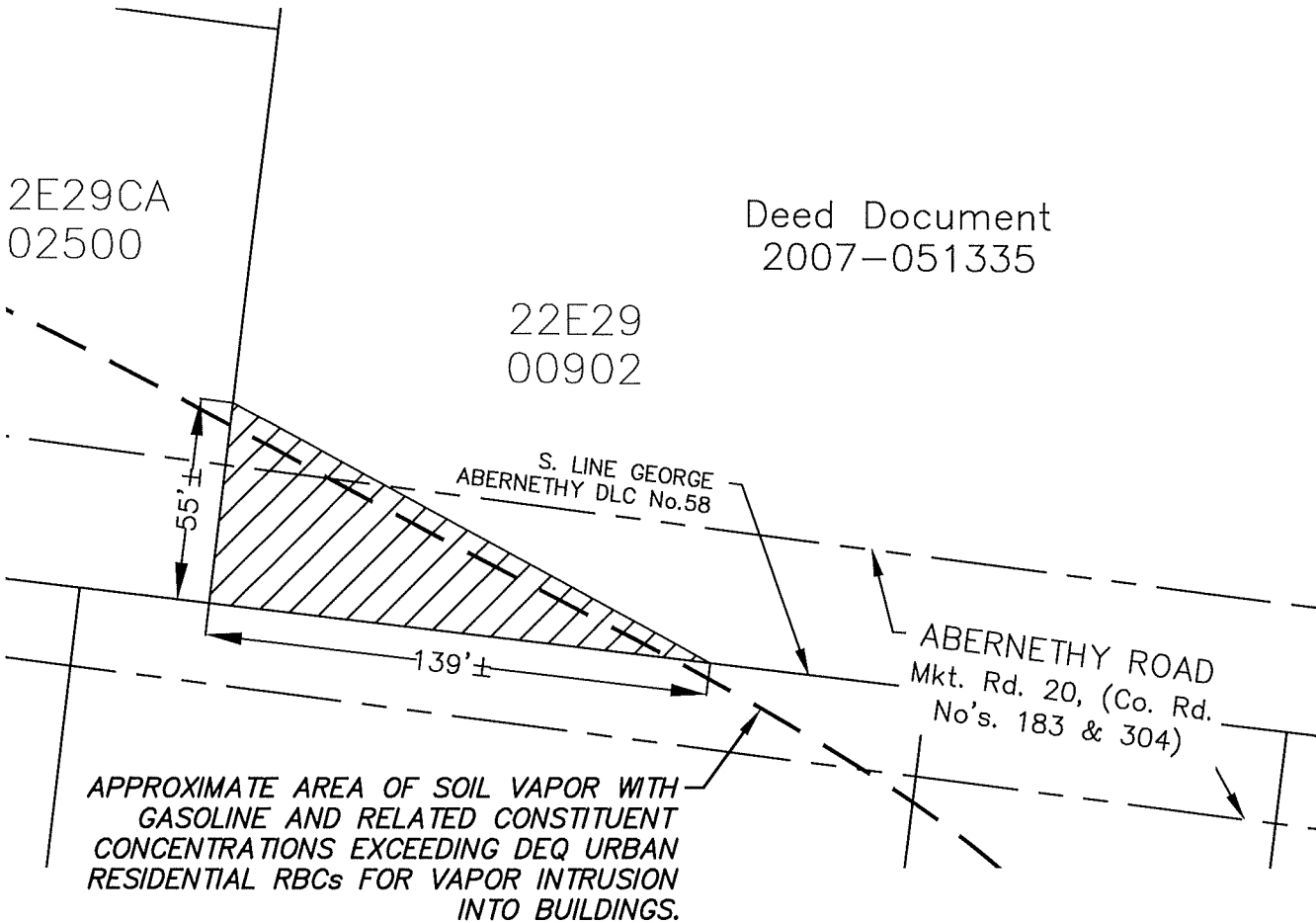
1 OF 2

SITUATED IN THE SW 1/4 OF SECTION 29  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.  
 CLACKAMAS COUNTY, OREGON

2E29CA  
 02500

Deed Document  
 2007-051335

22E29  
 00902



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



BY: D. Cutshall

DATE: 10/09/2020

EXHIBIT "B-5"  
 PROPERTY REFERENCE 2007-51335

SHEET  
 2 OF 2



# RECORDING MEMO

	New Agreement/Contract
	Amendment/Change/Extension
	Policy Reports
x	Other (EASEMENT)

**ORIGINATING COUNTY  
DEPARTMENT:**

Transportation & Development – DTD Administration

---

**PURCHASING FOR:**

N/A

---

**OTHER PARTY TO  
CONTRACT/AGREEMENT:**

Oregon Department of Environmental Quality

---

BOARD AGENDA DATE: \_\_\_\_\_

AGENDA ITEM NUMBER: \_\_\_\_\_

**PURPOSE:**

Approval to accept an Easement and Equitable Servitude for  
Clackamas County LUST Site #03-91-0385

Please return to Diedre Landon, DTD Administration after recording.



**DAN JOHNSON**  
DIRECTOR

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Kittelson & Associates Inc. for the Design Services for the Bilquist Elementary School Sidewalks**

<b>Purpose/Outcome</b>	Contract will provide project management, plans, specifications, and estimation design services for the Bilquist Elementary School-Sidewalks
<b>Dollar Amount and Fiscal Impact</b>	Contract total \$527,632.00
<b>Funding Source</b>	ODOT State Grant and partially matched by System Development eligible Funds ("SDS's")
<b>Duration</b>	At time of contract execution through December 31, 2025
<b>Previous Board Action/Review</b>	1/4/22: Discussion item at issues
<b>Strategic Plan Alignment</b>	1. How does this item align with your department's Strategic Business Plan goals? The public's increasing expectation that the transportation system will be safer and support a healthier community. 2. How does this item align with the County's Performance Clackamas goals? The project will: a. Build a strong infrastructure, and b. Ensure safe, healthy and secure communities.
<b>Counsel Review</b>	1. Date of Counsel review: 12/13/2021 2. Initials of Counsel reviewer: AN
<b>Procurement Review</b>	Was the item processed through Procurement? Yes
<b>Contact Person</b>	Jonathan Hangartner, Project Manager 971-804-2825
<b>Contract No.</b>	4519

**Background:**

The County received an ODOT Safe Routes to School Infrastructure Grant to install bike lanes and sidewalks on Webster Road between SE Roots Rd and SE Bixel Way. The existing substandard shoulders will be widened to standard 8-foot buffered bike lanes. The north project extent will connect to the existing school crosswalk at Bixel Way. Crosswalk upgrades consisting of illumination, center pedestrian refuge and ADA compliant curb ramps will be included. The project length is approximately 1,325 feet and also includes 7 reconstructed and 13 new ADA compliant intersection curb ramps.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on August 11, 2021. Proposals were opened on September 9, 2021. The County received two (2) Proposals: Kittelson & Associates, Inc. and Century West Engineering Corporation. An evaluation committee of DTD personnel evaluated the proposals. The evaluation committee scored Kittelson & Associates, Inc. the highest. Following the intent to award, the scope of work and project designs fees were negotiated and finalized.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute the Contract with Kittelson & Associates, Inc. for the design services for the Bilquist Elementary School- sidewalks.

Sincerely,

*Jonathan Hangartner*

Jonathan Hangartner  
Project Manager

Placed on the BCC Agenda \_\_\_\_\_



**CLACKAMAS COUNTY**  
**PERSONAL SERVICES CONTRACT**  
**Contract #4519**

This Personal Services Contract (this “Contract”) is entered into between Kittelson & Associates, Inc. (“Contractor” or “Consultant”), and Clackamas County, a political subdivision of the State of Oregon (“County” or “Agency”) on behalf of the Department of Transportation and Development.

**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: Design services for the Bilquist Elementary School- Sidewalks (“Work”), further described in **Exhibit A**. The Work authorized by this Contract is limited to the preliminary design phase work described in Exhibit A. If County requests performance of construction engineering, inspection and construction contract administration phase work, it will do so by issuing an amendment to this Contract on terms acceptable to both parties.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **five hundred twenty-seven thousand six hundred thirty-two dollars (\$527,632.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B. The Contract’s maximum not-to-exceed amount includes the total of all allowable and reimbursable costs and expenses (and Contingency Tasks). Contingency Tasks shall not be performed, unless upon the written approval of the County.
- 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: Jonathan Hangartner.

- 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, and Exhibit B.

## 7. Contractor and County Contacts.

Contractor Administrator: Cedomir Jesic Phone: 503-853-6986 Email: <a href="mailto:cjesic@kittelson.com">cjesic@kittelson.com</a>	County Administrator: Jonathan Hangartner Phone: 971-804-2825 Email: <a href="mailto:jhangartner@clackamas.us">jhangartner@clackamas.us</a>
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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 negligent conduct of Work, or from any negligent 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 to the extent caused by the negligent 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 with exception of professional liability. 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](mailto: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 – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 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.

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. Neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract. Except for liability arising under or related to Article II, Section 13 or Section 20, neither party shall be liable for 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](mailto: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 the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 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, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29 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. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person’s services unless the County provides prior written consent to such reassignment or transfer.

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

**Signature page to follow.**

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

Kittelson & Associates, Inc.

Clackamas County

DocuSigned by:  
Hermanus Steyn 12/9/2021  
Authorized Signature Date

\_\_\_\_\_  
Chair Date

Hermanus Steyn Senior Principal Engineer  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

099459-81  
Oregon Business Registry #

Approved as to Form:

DBC/Oregon  
Entity Type / State of Formation

[Signature] 12/13/2021  
County Counsel Date

**EXHIBIT A**  
**PERSONAL SERVICES CONTRACT**  
**SCOPE OF WORK**

**Project Understanding**

Clackamas County (the “County” or “Agency”) is contracting with Consultant for “Services” (as outlined below) in connection with the following project (the “Project”): Bilquist Elementary School – Sidewalks.

Clackamas County obtained Safe Routes to School Program (“SRTS”) funds to construct 8-foot wide bike lanes and 6-foot wide sidewalks along SE Webster Rd between SE Roots Rd and Bilquist Elementary School. The northern project extent includes upgrading the existing crosswalk at Bixel Way with illumination, ADA ramps and a center pedestrian refuge. The project also includes curb ramps and storm water systems, as needed, and an asphalt pavement grind-and-inlay the full width of the roadway. The proposed improvements are intended to improve bicycle and pedestrian safety within the project limits, and provide pedestrian and bicycle connectivity to Bilquist Elementary School.

Agency is contracting with Consultant for Services to prepare preliminary and final roadway and storm water designs, construction cost estimates, identify right-of-way and easement acquisitions, and perform services necessary to acquire right-of-way and easements associated with the construction of the proposed improvements.

The tasks associated with this Statement of Work (“SOW”) include providing project management, surveying, geotechnical, storm water design, roadway design, right-of-way, and final engineering design services for the Project. The work covered by this SOW includes the preparation of reports and final engineering documents. All documents and other deliverables are to be completely described in the English system unit of measure. The proposed improvements for the Project are shown in Figure 1 below. The approximate project limits are as follows:

- SE Webster Road: one hundred feet (100-ft) southeast of SE Roots Rd centerline to one hundred feet (100-ft) north of SE Bixel Way centerline. Stormwater improvements may extend an additional 400 feet south to Kellogg Creek.
- SE Roots Rd: one hundred feet (100-ft) east of SE Webster Rd centerline to SE Webster Rd centerline.
- SE Bixel Way: one hundred feet (100-ft) west of SE Webster Rd centerline to SE Webster Rd centerline.
- SE Mabel Ave: fifty feet (50-ft) west of SE Webster Rd centerline to SE Webster Rd centerline.
- SE Webster Ln: fifty feet (50-ft) east of SE Webster Rd centerline to SE Webster Rd centerline.



Figure 1 – Approximate limits of improvement for the Project.

### A. General Expectations

Consultant commits to provide Services and oversee and direct the design of the project to obtain the greatest long-term value for Agency, and to promote prudent expenditure of public funds within the constraints of the Project, program, context, budget and cost-effective sustainability principles. Consultant shall: (i) avoid expenditures for aesthetic effect which are disproportionate to the Project as a whole; (ii) use recycled/recyclable products to the maximum extent economically feasible in the performance of this Contract, and (iii) apprise Agency throughout the Project concerning any issues or decisions with potential economic impact to the Project.

### Project Phasing

This Project is divided into 2 phases:

- Preliminary Design, Right of Way and Final Design Phase
- Construction Engineering, Inspection and Construction Contract Administration Phase

This statement of work (“SOW”) addresses the first phase of the Project. Following completion of a given phase, Agency may, at its discretion:

- Amend this Contract to add the next phase (or various elements), or
- Elect to complete subsequent phase tasks with in-house staff, or
- Assign subsequent phase tasks to another consulting firm.

Agency and Consultant shall negotiate the detailed tasks, deliverables, schedule and costs for each phase Agency elects to add. Each added phase will be authorized only by written Contract amendment with all required approvals and signatures.

### **Agency Responsibilities**

- Agency review periods will not exceed 3 weeks.

### **Acronyms and Definitions**

AASHTO .....American Association of State Highway and Transportation Officials  
 ADA.....Americans with Disabilities Act of 1990  
 ADT .....Average Daily Traffic  
 APE.....Area of Potential Effect  
 API.....Area of Project Impact  
 APM.....Agency Project Manager (Clackamas County)  
 APWA.....American Public Works Association  
 ASTM .....American Society for Testing and Materials  
 BA .....Biological Assessment  
 BMP .....Best Management Practice  
 BO.....Biological Opinion  
 CADD .....Computer Automated Drafting and Design  
 CE .....Categorical Exclusion  
 CFR.....Code of Federal Regulations  
 Corps.....US Army Corps of Engineers  
 CPM.....Critical Path Method  
 DAP.....Design Acceptance Package  
 DBE.....Disadvantaged Business Enterprise  
 DEQ .....Department of Environmental Quality  
 DOE .....Determination of Eligibility  
 DSL.....Department of State Lands  
 DTM.....Digital Terrain Model  
 EFH.....Essential Fish Habitat  
 ESA.....Endangered Species Act  
 ETWP.....Exploration and Testing Work Plan  
 FHWA.....Federal Highway Administration  
 GIN .....General Information Notice  
 GIS .....Geographic Information System  
 GLO .....General Land Office  
 GPS .....Global Positioning System  
 HAER.....Historic American Engineering Record  
 HEC.....Hydraulic Engineering Circular  
 HEC-RAS ...Hydrologic Engineering Center – River Analysis System  
 HMCA.....Hazardous Materials Corridor Assessment  
 JPA.....Joint Permit Application  
 LAL .....Local Agency Liaison  
 MUTCD .....Manual on Uniform Traffic Control Devices  
 MWESB.....Minority, Women, and Emerging Small Business  
 NE .....No Effects

NEPA .....National Environmental Policy Act  
 NMFS.....National Marine Fisheries Service  
 NRHP .....National Register of Historic Places  
 NTP .....Notice to Proceed  
 NWI/LWI....National/Local Wetland Inventory  
 OAR .....Oregon Administrative Rule  
 ODA .....Oregon Department of Agriculture  
 ODFW.....Oregon Department of Fish and Wildlife  
 ODOT .....Oregon Department of Transportation  
 OHWM .....Ordinary High Water Mark  
 ONHD .....Oregon Natural Heritage Database  
 ORBIC .....Oregon Biodiversity Information Center  
 ORS .....Oregon Revised Statutes  
 PCE .....Programmatic Categorical Exclusion  
 PA .....Price Agreement  
 PCE .....Programmatic Categorical Exclusion  
 PDT .....Project Development Team  
 POR.....Professional of Record  
 PSA .....Project Study Area  
 PS&E.....Plans, Specifications, and Estimate  
 QA/QC .....Quality Assurance/Quality Control  
 REC.....Regional Environmental Coordinator  
 ROE.....Right of Entry  
 ROW .....Right of Way  
 SHPO .....State Historic Preservation Office  
 SLOPES IV .Standard Local Operating Procedures for Endangered Species (SLOPES) IV  
 SOW .....Statement of Work  
 T&E.....Threatened & Endangered  
 USACE .....U.S. Army Corps of Engineers  
 USFS .....United States Forest Service  
 USPS .....United States Post Office

## **B. STANDARDS and GENERAL REQUIREMENTS**

The following standards and general requirements shall apply to this SOW:

### **1. Standards**

#### ***General***

- Oregon Standard Specifications for Construction, ODOT 2021 Standard Specifications for Construction.
- ODOT Boiler Plate special provisions

#### ***Geotechnical***

- Soil and Rock Classification Manual, ODOT 1986
- Geotechnical Design Manual, ODOT April 2011

#### ***Hydraulic***

- Hydraulic Manual, Part I & II, ODOT 2008
- Water Environment Services Stormwater Standards, as adopted and modified by the Clackamas County Roadway Standards

### ***Roadway***

- AASHTO A Policy on Geometric Design of Highways and Streets
- Clackamas County Roadway Standards
- Manual of Uniform Traffic Control Devices
- Standards Manual of the Oregon Utilities Coordinating Council

### ***Right-of-Way***

- ODOT Right of Way Manual
- Real Estate Acquisition Guide for Local Public Agencies
- Uniform Standards of Professional Appraisal Practice (USPAP)
- Uniform Appraisal Standards for Federal Land Acquisition

## **2. Software and Format Requirements**

Software standards and formats include but are not limited to the following:

- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by Agency.
- Consultant shall submit draft and final deliverables in electronic format via e-mail (and hard copy if requested).
- Consultant shall also submit any graphic files accompanying reports separately in .jpg formats unless specified differently by Agency.
- Consultant shall develop the design utilizing AutoCAD Civil 3D version 2019 or newer.

Consultant's software shall produce deliverables that are fully compatible, readable and useable by County software, requiring no modification or translation of Consultant's deliverables. No loss of data integrity or accuracy shall result from any transfer of data. Compressed data shall be in a "self-expanding executable" format. Additional format requirements may be listed elsewhere in the Statement of Work or in the Contract.

## **3. Professional Licenses, Registrations and Qualifications**

- Consultant and its subconsultants must be duly licensed where required by law to perform the Services, and must be under the "responsible charge" (as that term is defined under ORS Chapter 672) of a person so licensed, as required by the applicable Oregon Revised Statutes and Oregon Administrative Rules, and other applicable laws (or must be otherwise exempt from any licensing requirements applicable to the Services being performed).
- Agency may require Consultant's Personnel to demonstrate a competency in the particular area/discipline to which they are assigned. This may include, but is not limited to, submittal of license number, resume, and work samples from previously completed projects.

## **4. General Requirements**

- The APM (or such other individual identified in specific tasks or as designated in writing to Consultant) is the primary contact on behalf of Agency for this Project.
- To the extent possible, all transmittals from Consultant to Agency must include as applicable the contract number, project name, and County project number CI-22347.
- Consultant shall represent Project and Agency in an appropriate and professional manner in public.
- **Endorsement of Data.** Consultant shall place their official Oregon Registered Engineer seal and signature on all engineering design drawings and specifications furnished to

Agency, as well as any other materials where professional standards require such seal and signature.

- **Safety Equipment.** Consultant shall provide and use all safety equipment including (but not limited to) hard hats, safety vests and clothing if required by State and Federal regulations and Agency policies and procedures for the Services under the Contract.

## 5. RESERVED

## 6. Design Criteria and Project Assumptions/Conditions

**ADA Compliance – Assessment, Design, Inspection.** When the Services under this SOW include **assessment or design (or both)** for curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), Consultant shall:

- a. Utilize Agency design standards approved by ODOT to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (“ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards; and
- b. Follow Agency’s processes approved by ODOT for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the Agency Design Exception process, ODOT Standard Drawings, and Oregon Standard Construction Specifications, and providing a temporary pedestrian accessible route plan and current Agency Curb Ramp Inspection Form.

When the Services under this SOW include **inspection** of curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), all such inspections shall include inspection for compliance with the standards and requirements in a. and b. above. In addition, at Project completion, Consultant shall send to Agency an Agency Curb Ramp Inspection Form to the Agency Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets Agency standards and is ADA compliant. Agency’s Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.clackamas.us/engineering/roadway.html>

Above references to curb ramps, sidewalks or pedestrian-activated signals also include, when applicable, shared use paths, transit stops, park-and-rides and on-street parking.

## C. REVIEW, COMMENT and SCHEDULE OVERVIEW

- Consultant shall coordinate with Agency staff as necessary and shall revise draft deliverables to incorporate draft review comments.
- Consultant shall make revisions to address Agency review comments and submit revised deliverable(s) to APM within 10 business days of receipt of Agency review comments, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency.

## D. PROJECT COOPERATION

Consultant shall only be responsible for those obligations and deliverables identified as being assigned to Consultant (or its subconsultants) in this Contract and the Statement of Work. All work assigned to other entities, other than subconsultants, is not subject to this Contract, but shall be the subject of separate Intergovernmental Agreements or contracts which will contain the obligations of those entities. Any tasks or deliverables assigned to a subconsultant shall be



construed as being the responsibility of Consultant. Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity (other than subconsultants) as described in this Statement of Work shall be subject to the following guidelines:

- a. At the first indication of non-cooperation, Consultant shall provide written notice to County's Contract Administrator of the specific acts or inaction indicating non-cooperation and of any deliverables that may be delayed due to such lack of cooperation by other entities referenced in the Statement of Work.
- b. County's Contract Administrator shall contact the non-cooperative entity/s to discuss the matter and attempt to correct the problem and expedite items determined to be delaying Consultant/project.

If Consultant has followed the notification process described in section "a", and delinquency or delay of any deliverable is found to be a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in the Statement of Work, Consultant will not be found in breach or default with respect to delinquencies beyond any reasonable control of Consultant; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall County be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. County's Contract Administrator will negotiate with Consultant in the best interest of the government, and may revise the delivery schedule to allow for delinquencies beyond any reasonable control of Consultant. Revised delivery dates beyond the expiration date require an amendment to the Contract.

#### **E. TASKS, DELIVERABLES and SCHEDULE**

Consultant shall complete all tasks and provide all deliverables (collectively, the "Services") included in this SOW, unless specifically stated otherwise in a particular task. Consultant shall provide all labor, equipment and materials to manage, coordinate, and complete the work in accordance with the performance and delivery schedules identified in this SOW.

**Task Numbering:** For purposes of standardization, task numbers in this SOW may be non-sequential and do not necessarily begin with "1" on the first task.

#### **TASK 1- PROJECT MANAGEMENT**

Consultant shall provide management and coordination of Services under this SOW for delivery of Tasks and Deliverables according to the agreed upon delivery schedule.

##### **1.1 Administration & Record Keeping**

Consultant shall:

- Prepare a Quality Assurance/Quality Control ("QA/QC") Plan for Agency review and approval. The QA/QC Plan must be developed consistent with requirements of ODOT's "Guidance/Template for Consultants" available online at: [http://www.oregon.gov/ODOT/HWY/OPL/docs/SEOPL/Consultant\\_Quality\\_Plan\\_Model.doc](http://www.oregon.gov/ODOT/HWY/OPL/docs/SEOPL/Consultant_Quality_Plan_Model.doc);
- Prepare a Project design schedule using the Critical Path Method. The Project schedule must include, but is not limited to: all major authorized tasks as agreed upon by the Parties, Project design team meetings, and milestones (type and date) specified in this SOW and required to complete all Services under this Contract. Consultant shall update the Project schedule during the course of the Project if Project schedule, milestone or

deliverable due dates are modified. For budgeting purposes, it is assumed that up to (4) Project schedule updates will be necessary;

- Prepare invoices and progress reports according to the Invoice Requirements Guide referenced in the Contract under Section H.5 – Invoices. Each progress report must:
  - Include a summary of previous period’s activities and the planned activities for the upcoming period;
  - Identify percentage completed of each Task/Deliverable;
  - Reconcile the budget with the actual amount billed to date;
  - Identify unresolved issues and concerns that may affect the SOW, schedule and/or budget for Services.

For budgeting purposes, it is assumed that up to (36) progress reports will be necessary

- Develop and maintain a Project file to include survey and engineering computations, assumptions, meeting agendas and minutes, working drawings, quality control and review documentation, correspondence, and memoranda. (See Price Agreement Part II Terms & Conditions No. 12 Records Maintenance; Access)

### **1.1 Consultant Deliverables and Schedule**

Consultant shall provide:

- QA/QC plan submitted electronically to APM within 7 calendar days of Notice to Proceed (“NTP”).
- Project Design Schedule submitted within 7 calendar days of NTP. Submit an electronic file (MS Project) format to the APM.
- Updated Project Design Schedule, as necessary, via timeline agreed to by APM, an electronic file (MS Project) format to the APM.
- Progress reports and invoices submitted electronically to APM no later than the 20th calendar day of the month following the reporting period.

### **1.2 Coordination**

Consultant shall:

- Coordinate with the APM as the main point of contact for coordination and management of Consultant Services under the Contract;
- Contact other Agency staff and regulatory agency staff, if necessary throughout the Contract, to gather any additional information needed for the Project, Project site, regulations and guidance;
- Provide overall management, direction and coordination of staff (including sub-consultants, if any) to include any necessary internal Consultant staff meetings;
- Contact APM via telephone on a bi-weekly basis to provide Project status information. Up to 70 meetings are assumed at one (1) hour in length.

### **1.2 Consultant Deliverables and Schedule**

Consultant shall provide:

- On-going coordination and communication as needed to appropriately manage the Services under this Contract (no tangible deliverables for this task).

### **1.3 Project Meetings**

#### **1.3.1 Project Kickoff Meeting**

Consultant shall organize, conduct, prepare for and attend a Project kickoff meeting. The Project kickoff meeting will be held virtually with Agency, Consultant’s PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with

input from the Agency. The purpose of the Project kickoff meeting is to review Project issues such as SOW; work products and deliverables; schedules; budgets; right of way; utility coordination/design; design criteria; guidance documents and standards, and quality control. Consultant shall schedule Project kickoff meeting within 10 business days of Notice to Proceed (NTP). Consultant shall prepare draft meeting minutes for review. For budgeting purposes, it is assumed that up to 4 Consultant staff shall attend the 2-hour Project kickoff meeting.

### 1.3.2 Project Development Team Meetings

Consultant shall organize, conduct, prepare for and attend up to 4 Project Development Team (“PDT”) Meetings. Each PDT meeting will be held virtually with Agency, Consultant’s PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the Agency. Consultant shall prepare draft and final meeting minutes to be distributed to Agency and all other meeting participants. For budgeting purposes, it is assumed that up to 4 Consultant staff shall attend each virtual PDT meeting.

### 1.3 Consultant Deliverables and Schedule

For each meeting, Consultant shall provide:

- Meeting agenda submitted electronically to APM and all other meeting participants 2 business days prior to meeting.
- Draft meeting minutes submitted electronically to APM and all other meeting participants within 2 business days of meeting.
- Final meeting minutes submitted electronically to APM and all other meeting participants within 7 business days of meeting.

## TASK 2-SURVEY

Consultant shall survey this Project for the areas as described in Section A of this SOW unless otherwise noted in specific tasks. Deliverables are to be scheduled as per task 1 Project Management.

Consultant shall adhere to the standards stipulated by the Oregon Revised Statute (“ORS”) 672. Consultant's Professional Land Surveyor, registered in the State of Oregon, shall review and stamp as “Approved” all survey related deliverables and shall be responsible for all land surveying services including conformance to all state statutes pertaining to survey and land boundary laws under this SOW. These include, but are not limited to, the following state statutes: ORS Chapters 92, 93, 209 and 672.

### 2.1 Research

Consultant shall obtain the research data for the area as described in Section A of this SOW.

Consultant shall perform data research as necessary to prepare for and support Project activities, and to produce Project maps and reports as called for in subsequent tasks. The typical records required for research are, but not limited to; vesting deeds, land sales contracts, County assessor plats and road records, subdivision plats, General Land Office plats, Agency drawings, as applicable, railroad maps, county surveys, road dedications, vacations, and confirmation of roadway centerline stationing, as required.

### Existing Water Way Data

Consultant shall research and obtain maps and data for Kellogg Creek from Agency, Federal, State and other governmental agencies. Consultant shall include items such as but not limited to:

FEMA Flood maps, tide gage data and stream navigability per Division of State Lands designation. Research shall be limited to Kellogg Creek 200 feet east and west of Webster Road.

## **2.1 Consultant Deliverables and Schedule**

Consultant shall incorporate information from this task into the deliverables listed in Tasks 2.2, 2.4, 2.5 and 2.7 as required for delivery of documents in subsequent tasks.

## **2.2 Horizontal and Vertical Control Network**

The purpose of this task is to provide the means by which the Project can be located relative to horizontal and vertical datum, map projection, and coordinate systems. Consultant shall establish a horizontal and vertical control network using the datum associated with the Project area or as approved by the Agency. The preferred horizontal coordinate system is the OCRS Portland Zone and the vertical datum shall be NAVD 1988.

### **Existing Horizontal/Vertical Control Stations**

Consultant shall research and obtain data about horizontal and vertical control points as required for the Project area including triangulation stations, Global Navigation Satellite Systems (“GNSS”) stations, benchmarks, and prior Project control surveys from Agency, Federal, State and other governmental agencies.

Consultant shall establish horizontal control according to Agency standards using Terrestrial (Theodolite and EDM), GNSS (Static or Rapid Static) or a combination of both. Consultant shall set and adjust control points in conformance with Agency guidelines.

Consultant shall use 5/8” Rebar with plastic caps, or other Agency approved control point, for the GNSS and network points. Consultant shall establish a minimum of 3 GNSS control points through the length of the survey. A minimum of at least 3 inter-visible control points is required through the Project area.

Consultant shall establish vertical control using differential leveling. Consultant shall get Agency approval before using other methods such as trigonometric leveling and elevations derived from GNSS and identify with Agency the accuracies of determined methods prior to proceeding.

## **2.2 Consultant Deliverables and Schedule**

Consultant shall:

- Place control points in the ground at the Project location.
- Incorporate the information listed below into the deliverables listed in Tasks 2.4 and 2.5 as required for delivery of documents in subsequent tasks.
  - An adjustment report for one or more of the following, Least Squares adjustment for networks, an approved traverse adjustment method for traverses and/or a GNSS adjustment report when using GNSS.
  - An ASCII file containing the coordinates for every network point set and found.
  - If the levels were electronically processed then one copy each of the following: original raw level file as collected in the field, ASCII file showing level closure data, ASCII file with elevations on all network points and/or an ASCII file showing the level rod readings.
  - Original field notes for the control network and one scanned copy of the original field notes in “.pdf” format.
  - Civil 3D design file (\*.dwg) containing all the set and tied control points to show elevations.

- Civil 3D file (\*.dwg) containing all vertical and horizontal control points stored as cogo points to show elevations.

### **2.3 Monument Recovery**

The purpose of this task is to address the requirements of ORS 209.140, ORS 209.150 and 209.155, and other survey related statutes for construction Projects.

Consultant shall survey for but not limited to: Government corners, geodetic control stations, bench marks, R/W monuments, property boundary markers, and roadway alignment markers.

#### **Identify, Search and Recover Monuments**

Consultant shall recover existing monuments to preserve the locations of any monuments of record that are endangered by any activity related to the Project and to resolve roadways rights-of-way and property lines. Consultant shall provide a record (field notes) of monuments searched for, the date of the search and the results of the search.

#### **Field Survey of Recovered Monuments**

Consultant shall locate, measure and document the location of survey markers and monuments of record for property boundaries and/or R/W needed within the areas.

### **2.3 Consultant Deliverables and Schedule**

Consultant shall incorporate the information gathered in this task including field notes into the deliverables listed in Tasks 2.4 and 2.5 as required for delivery of documents in subsequent tasks.

### **2.4 Topographic Data, Detailed Base Map And Digital Terrain Model (DTM)**

The purpose of this task is to collect the existing topographic features and create a detailed basemap and DTM for the Project.

#### **Existing Utility Records**

Consultant shall research and obtain available facility maps and as-built construction plan data pertaining to utilities within the Project area from the Agency, One-Call Service, State or other governmental agencies and utility companies.

#### **Topographic Data Collection**

Consultant shall collect topographic data between the boundaries described in Section A of this SOW. Consultant shall collect and tie topographic data of man-made and/or natural features using a variety of Agency approved methods. These methods include but are not limited to: collecting the data using terrestrial (Theodolite and EDM), GNSS (RTK), 3D Laser Scanning, or station and offset.

Consultant shall contact Oregon Utility Notification Center to request a pre-survey utility locates. Consultant shall keep the locate request number and ticket information within the Project file.

Consultant shall record in the field notes the utility ownership when describing the line data points. Consultant shall record all visible utility identifications in the field notes, such as numbers shown on power and/or telephone poles, vault tags, telephone pedestals (aka risers), cabinets, meters, fences or screened enclosures for gas regulators, and sanitary sewer pump

stations. This data is needed for the Agency or Consultant to communicate where the facility may be in conflict with the Project.

Consultant shall measure and record all utility facility structures (e.g. concrete pads, top slab of vaults, pump station housing, barrier screens or fenced enclosures). Consultant shall make a request to the utility owner to pull the cover whenever a manhole is found locked or bolted.

Consultant shall tie environmental features that have been identified within the Project area. These features include, but are not limited to, wetlands and high water mark.

#### Detailed Basemap

Consultant shall take applicable topographic data collected in this subtask and create a detailed basemap file. A detailed basemap has all features drafted to Agency provided criteria.

#### Digital Terrain Model (“DTM“)

Consultant shall create a 3 dimensional digital terrain surface using all relevant topographical data collected in this subtask.

Consultant shall collect the topographical data to create points and break lines in adequate quantity and in proper placement, to accurately represent the surface of the ground to a 1-foot contour interval USGS Map Accuracy Standards. Consultant shall collect confidence points in the field and generate a confidence point report. The topographical data and confidence points must meet Agency Criteria. Consultant shall generate 0.1-foot minor contours and 1-foot major contours throughout the DTM for a visual QC analysis of the surface.

### **2.4 Consultant Deliverables and Schedule**

Consultant shall provide the following deliverables electronically (.PDF) to the APM within 40 days of NTP:

- 1 copy of field notes
- Copy of the Civil 3D CADD Files (\*.dwg) Detailed Base Map with Civil 3D DTM
- All files for the network control points in (ASCII) format
- Files of listing kits
- Files of survey research
- Files of tax maps
- Confidence Point Report

Control Point Worksheet within construction documents showing locations of identified control points in relation to the Project, including datum, description, and whether found or set.

### **2.5 R/W - Boundary Resolution**

The purpose of this task is to identify the location of the existing Centerline(s), R/W lines and property line(s) as necessary, to perpetuate the location of the monuments found, to document the control used for this Project area, and establish property lines for area calculations when new R/W is acquired. This task addresses the requirements of ORS 209.150 and 209.155 and other survey related statutes.

#### Existing Vesting Deeds and Property Ownerships

Consultant shall obtain a “Trio listing kit” (typically provided by a Title Company). Consultant shall identify property ownership within and adjacent to the Project site by investigating property deeds and county tax records. Consultant shall submit each deed in its own electronic file.

Consultant shall include all vesting deeds referenced in the Property Vesting Deeds if needed to resolve the property boundary.

#### Existing R/W Records

Consultant shall research and obtain copies of surveys, subdivision plats, and land partition plats filed in the county surveyor's office related to the properties potentially impacted by the Project. This information is used to find monuments that might be impacted from the Project and establish property lines for area calculations when new R/W is acquired.

Consultant shall research and obtain copies of county assessor maps, General Land Office plats, and county road records related to the properties potentially impacted by the Project.

Consultant shall research and obtain available data about Government Public Lands Survey Corners and their references in the Project area as defined in the SOW.

#### Resolve R/W and Property Boundaries

Consultant shall resolve the location of the R/W within the present limits as described in this SOW.

Consultant shall resolve identified R/W centerlines alignments, R/W lines and property boundaries abutting the roadway and along the proposed route of construction, using accepted concepts and rationale methods of survey professional judgment. Consultant shall evaluate the available evidence for relevance, adequacy, and reliability; use professional judgment in determining the type and quantity of evidence available, and the influence given each factor; and determine a best-fit with the evidence and probable location of R/W alignments and property boundaries for the area as described.

### **2.5. Consultant Deliverables and Schedule**

Consultant shall provide the following deliverables electronically (.PDF) to the APM within 90 days of NTP:

- Consultant shall submit each deed in its own electronic file.
- A detailed narrative of available evidence, desirable evidence not available, rationale for decisions made, and a summary of the conclusions in the establishment of the R/W centerline, R/W lines (including all jogs) and property boundary lines.

### **2.6 Record of Survey / Control, Recovery, Retracement**

#### Control, Recovery, Retracement Record of Survey

The destruction of found monuments necessitates a record of survey (ORS 209.150, 155). If the Project will impact property or existing survey monuments, Consultant shall create a Record of Survey ("ROS") which meets County and ORS requirements. The "**Control**" survey must consist of Geodetic and Terrestrial points set for the Project. The "**Recovery**" is the documentation of the monuments recovered for the Project. The "**Retracement**" is a record of resolved R/W centerlines, R/W lines and/or property boundaries. These surveys may be combined or separate surveys as directed by Agency.

Consultant shall submit a draft ROS to Agency for review. Consultant shall address comments received from Agency and submit the final ROS for filing to Clackamas County in the format required.

## **2.6 Consultant Deliverables and Schedule**

Consultant shall provide:

- Draft ROS to APM within 120 days of NTP.
- Final ROS to the appropriate County for filing within 2 weeks of receipt of comments from the Agency.
- Copy of Final ROS to APM upon submittal to County for filing.

## **2.7 R/W Engineering (Mapping & Descriptions)**

The purpose of this subtask is to prepare R/W engineering products used in the acquisition of property. The estimated number of R/W files is seventeen (17). These products are:

- Right of Way acquisition impact maps (Kittelsohn sub-task)
- Civil 3D file used to prepare the acquisition map
- Permanent Right of Way and easement legal descriptions and exhibits. Permanent easements may include slope easements, public utility easements, etc.
- Temporary easement legal descriptions and exhibits

Consultant shall prepare the R/W acquisition impact maps, exhibits and legal descriptions in accordance with Agency requirements. Agency will provide an example for Consultant to follow.

Right of way impact maps shall show, to scale, all improvements existing in the right of way acquisition areas and all improvements within close proximity of the right of way acquisition areas and have potential to be damaged by the acquisition. The exhibits and legal descriptions shall be submitted to the APM and ROW Program Manager or Designee for review and revisions shall be made to Agency's satisfaction. The exhibits and legal descriptions shall be first used by Agency for the Resolution of Necessity and shall be produced as early as possible for this purpose. The impact maps will be needed for the appraisal process and shall be submitted to the APM and ROW Program Manager or Designee for review and revisions to Agency's satisfaction.

## **2.7 Consultant Deliverables and Schedule**

Consultant shall provide in accordance with Project Schedule developed in Task 1:

- Legal descriptions and exhibits in electronic (.PDF) and hard copy to the APM ROW Program Manager or Designee.
- Right of Way impact maps, one for each property from which right of way or easements will be acquired in electronic format.
- Final Right of Way acquisition map in electronic (.PDF and CADD) format to the APM ROW Program Manager or Designee.

## **TASK 3 ENVIRONMENTAL SERVICES**

### **3.1 Wetland and Water Resources**

#### **3.1.1 Wetland/Waters of the U.S./State Fieldwork and Determination Memo**

Consultant shall complete a wetland field determination and ordinary high water mark "(OHWM)" demarcation for the Project Study Area ("PSA").



Consultant shall use available data (including but not limited to: soil surveys, aerial photos, National/Local Wetland Inventory maps (“NWI/LWI”)) as well as data gathered in the field to document the presence or absence of wetlands within the PSA.

Consultant shall:

- Determine wetland boundaries within the PSA in accordance with the criteria and methods described in the *1987 Corps of Engineers Wetland Delineation Manual (Environmental Laboratory Technical Report Y-87-1)* and appropriate Regional Supplements.
- Place flags in the field to show wetland and upland sample plot locations, and the wetland boundaries. Label and number the flags to identify their function. Consultant shall collect the flag locations with a GPS unit and provide data point locations to County Consultant.
- Prepare sketch maps of approximate wetland boundaries with numbering of flags or stakes.
- Ensure that field methods used and data collected meet the U.S. Army Corps of Engineers (“USACE”) and DSL technical requirements for wetland delineations and ordinary high water demarcations. Collect and record wetland delineation data on approved wetland determination data sheets for possible inclusion with a wetland delineation report.
- Place flags in the field to show the OHWM elevation of all jurisdictional surface waters. Assess the OHWM elevation using Agency accepted field indicators. The two (2) year flood event elevation (calculated) may be used in the absence of field indicators.
- Prepare sketch map of approximate OHWM boundaries concurrently with the wetland and OHWM field work with sequential numbering of flags or stakes to be provided prior to site survey for Project base mapping.
- Consultant shall notify Agency if wetlands are present and will be impacted.

Consultant shall prepare one Wetland Determination Technical Memo. The memo must include:

- Description of the PSA;
- Summary of existing available information, noting the standard information that is not available (i.e., if no County soil survey coverage exists for the area, then it must be stated);
- Field reconnaissance methods;
- Results of field reconnaissance;
- Data Sheets;
- Color photographic record depicting on-the-ground conditions; and
- Sketch mapping depicting locations of wetlands or waterways within the study area.

### **3.1.1 Consultant Deliverables and Schedule**

Consultant shall prepare and submit:

- Sketch map of approximate wetland and waters boundaries to Agency (if present) per the schedule in Task 1.
- Notification to Agency (via email) if wetlands are present and will be impacted per the schedule in Task 1.
- Electronic copy (Word) of the draft Wetland Determination Technical Memo to APM for review per the schedule in Task 1.
- Electronic copy (PDF) of the Final Wetland Determination Technical Memo to APM two weeks following receipt of draft review comments.

- 3.1.2 RESERVED
- 3.1.3 RESERVED
- 3.1.4 RESERVED

#### **TASK 4- PUBLIC INVOLVEMENT SUPPORT**

Consultant shall assist Agency with public involvement and outreach, as defined below, for the design phase of the Project through Final PS&E. Agency will have overall responsibility for the Project public involvement and outreach program.

#### **4.1 RESERVED**

#### **4.2 Public Involvement Meetings**

Consultant shall attend up to three (3) meetings, as listed below, to provide Project information and address specific questions and concerns related to the Project.

- community open house
- stakeholder meeting
- neighborhood association meeting, community planning organization (CPO) or other appropriate group

At the discretion of the Agency, and as a substitute for one of the in-person meetings listed above, the Consultant may develop and facilitate a virtual open house website.

Consultant shall document input received from the meetings and prepare written summaries.

Consultant shall prepare:

- meeting agenda,
- project fact sheets (in both English and one other language to be agreed to by the Agency),
- aerial graphics,
- Project rendering with static “bird’s eye” images
- flyer/notification (in both English and one other language to be agreed to by the Agency)

Agency will schedule, coordinate the location and advertise the meetings. For budgeting purposes, it is assumed that up to three (3) Consultant staff shall attend each 3 hour public meeting.

#### **4.2 Consultant Deliverables and Schedule:**

Consultant shall:

- Provide written meeting summaries electronically (in Word and PDF format) within 5 working days of each meeting to APM
- Provide electronic copy of each project information item prepared under Task 4.2 and a minimum of 3 hard copies of aerial graphics, roll maps, and project fact sheets to be presented at each meeting.

#### **4.3 Electronic Communication**

Consultant shall prepare project information and other related materials for the items below:

- Project webpage
- social media

Agency will be responsible for developing and maintaining the project webpage and County social media accounts. For budgeting purposes it is assumed that the information and related materials for the project webpage will be the same as the information and related materials prepared for public involvement meetings.

#### **4.3 Consultant Deliverables and Schedule:**

Consultant shall provide:

- Electronic file or link submitted to APM for all of the materials prepared for public involvement meetings.
- Updates to the list above, up to five times to keep content current.

### **TASK 5- UTILITIES**

Consultant shall perform the coordination of all utility facilities within the Project limits in accordance with the Oregon Utility Relocation Manual (available at: <https://www.oregon.gov/ODOT/ROW/Pages/Utilities.aspx> under “Policies and Guidance”).

If any utility is nonresponsive or uncooperative, Consultant shall notify Agency, and Agency will communicate with the utility to affect a solution.

#### **5.1 Utility Location and Coordination**

Consultant shall perform utility coordination and liaison activities with utility owners/operators for the Project. Consultant shall comply with the current version of the utility coordination policy requirements as described in the Oregon Utility Relocation Manual. This work includes reviewing utilities that may be in conflict with the Project work and utility relocation coordination with the utility owners to resolve those potential conflicts. Additionally, Consultant shall obtain system mapping from utilities located within the Project limits. Consultant shall use this information to confirm the survey map as developed under Task 2, Surveying. Where potential conflicts exist, Consultant shall work with the utility owner to acquire their “pothole” information for verification of utility size and depth.

#### **5.1 Consultant Deliverables and Schedule**

Consultant shall provide:

- Existing utility information gathered in Task 5.1 to be included in the survey map / base map
- Record of communications with each utility within the Project limits. Copies of communication record must be provided to APM within 3 days of request.

#### **5.2 Utility Report**

Consultant shall prepare a draft and final “Utility Report” for those utilities located within the Project limits. The “Utility Report” must include as many of the following items that are known and applicable:

- Description of utilities located within the Project limits
- Utility facility’s structure dimension
- Probable buried depth of cover or aerial lowest height of wire
- General description of utility facility structure material
- Reliance upon other utilities in the vicinity (joint use facility)
- Description of the means used to verify facility location and limits of conflict (test hole data a.k.a. “pothole” verification)
- Proposed project construction requirements
- Potential utility conflicts

- Probable conflict resolution (relocation, adjustment concept, or protect in place)

## **5.2 Consultant Deliverables and Schedule**

Consultant shall provide:

- Draft Utility Report to be submitted with DAP Package under Task 13
- Final Utility Report to be submitted to APM within 10 business-days receipt of comments on draft document.

## **5.3 Utility Coordination Meetings**

To facilitate the development of each utility relocation plan, Consultant shall organize, conduct, prepare for and attend the following utility coordination meetings with utilities within the Project limits:

- Utility kickoff meeting to begin utility coordination. The meeting must address known facilities, potential for impact, design alternatives to address conflicts, timing requirements for potential relocations, and initial information on reimbursable requirements
- Up to 2 individual meetings with potentially affected utilities.
- 1 on-site group utility meeting, to coordinate relocation plan, construction constraints, means and methods, work sequence and schedule limitations.

Consultant shall prepare a meeting agenda, and meeting minutes summarizing the discussions at the group meeting.

For budgeting purposes it is assumed that up to 2 Consultant staff shall attend each 2 hour meeting, including travel time.

## **5.3 Consultant Deliverables and Schedule**

For each meeting Consultant shall provide to APM:

- Meeting Agenda and Meeting Minutes for each meeting; agenda due within 2 business days prior to meeting; meeting minutes due within 5 business days after meeting

## **5.4 Utility Relocations**

Consultant shall coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the Project design. As part of that effort, Consultant shall complete the following subtasks:

### **5.4.1 Utility Notices**

For those utilities where no conflict is anticipated, Consultant shall provide a Project Notification [first notice per Oregon Administrative Rule (“OAR”) 734-055-045].

Consultant shall use the Project Notification letter template located at:

<https://www.oregon.gov/ODOT/ROW/Pages/Utility-Forms.aspx> (under “Local Public Agency Resources” heading). The Project Notification letter must include plan sheets indicating location of existing utilities in relationship to proposed project.

For those Utilities where a conflict is anticipated, Consultant shall provide a Conflict Notice (first notice per OAR 734-055-045). Consultant shall use the Conflict Notice letter located at: <https://www.oregon.gov/ODOT/ROW/Pages/Utility-Forms.aspx> (under “Local Public Agency Resources” heading).

Consultant's coordination schedule must allow each utility a 30-day period to respond with a proposal from date of the notice. If additional facility conflicts become apparent, Consultant shall create and deliver multiple notices or revised notices to utility owner, and the utility owner's response time may be shortened to 7 calendar days.

#### **5.4.1 Consultant Deliverables and Schedule**

Consultant shall provide:

- Project Notification letter(s) and Conflict Notice(s) with enclosures to Utilities; due within 10 business days after submittal of DAP plans to Agency.
- 1 \*.pdf of Project Notification/ Utility Conflict letters with enclosures to APM and, State Utility Liaison (SUL).

#### **5.4.2 RESERVED**

#### **5.4.3 Review Utility Relocation Plans and Relocation Time Requirement Letters**

Consultant shall examine all received utility relocation plans for completeness and accuracy. If relocation plans do not resolve utility conflict, Consultant shall provide comments to utility for correction and re-submittal.

Consultant shall negotiate with each utility a utility construction work schedule that conforms to the project construction schedule. Consultant shall deliver a Time Requirement Letter (second notice) to each utility owner accepting or modifying the required utility facility construction time.

#### **5.4.3 Consultant Deliverables and Schedule**

Consultant shall provide:

- The final utility relocation plan(s) submitted to the Agency within 10 days after acceptance.
- Time Requirement Letter(s) submitted to each utility, APM and SUL within 20 business days after submittal of Advance Plans to Agency.

#### **5.5 RESERVED**

#### **5.6 RESERVED**

#### **5.7 RESERVED**

### **TASK 6- GEOTECHNICAL / PAVEMENT SERVICES**

Consultant shall conduct geotechnical and pavement field investigations to explore the following:

- Surface and subsurface conditions in proposed improvement areas, including roadway subgrade and existing roadway structural section.
- Area of pavement rehabilitation and new pavement construction, as applicable
- Surface and subsurface conditions in area of existing and potential slope instability
- Existing soil types and characteristics, including infiltration capacity

Consultant shall provide documentation which summarizes and presents the results of the investigation, analyses, and recommendations.

#### **6.1 Data Review / Reconnaissance**

### Data Review:

Consultant shall review available existing information to evaluate the following:

- Geologic conditions along the proposed Project alignment, such as geologic units, historic land use, fill materials, and geologic hazards.
- Pavement construction history

Consultant shall review available information from the following sources (as applicable):

- Existing published and unpublished literature from Agency, ODOT, federal, city, or county records
- Published geologic literature including geologic or hazard maps
- Previous geological and geotechnical reports from Agency, ODOT, federal, city, county, or other officials, consultants, groups or individuals pertinent to the Project
- As-built roadway plans (as available)
- Maintenance records

### Reconnaissance:

Consultant shall conduct a pavement, geologic, and geotechnical reconnaissance of the site consisting of up to 2 separate site visits. Consultant shall identify the following:

- Geologic conditions at the Project site, any geologic hazards present and their impacts to the proposed Project elements.
- General condition of the existing pavement

As part of the site reconnaissance work, Consultant shall:

- Observe surface conditions that may be indicative of subsurface conditions of concern, as well as past or ongoing geologic processes (e.g., areas of seeps or springs, erosion, unstable slopes, shallow groundwater, roadway settlement, offsets and depressions, existing earthwork performance, exposed soil and bedrock units).
- Identify site constraints, staging concerns (for exploration and construction).
- Identify areas for Falling Weight Deflectometer (“FWD”) testing, core samples, dynamic cone penetration (“DCP”) testing, rut measurements, photographs, and laboratory testing.
- Identify potential exploration locations.
- Locate potential pavement core explorations and paint on the ground proposed core locations.
- Locate geotechnical explorations and stake or paint on the ground proposed boring locations.

## **6.1 Consultant Deliverables and Schedule**

Consultant shall incorporate information from this task into deliverables for tasks 6.2 and 6.6.

## **6.2 Exploration and Testing Work Plan (“ETWP”)**

Consultant shall prepare an ETWP prior to beginning field work. No field work is to be performed, other than initial site reconnaissance, before review and approval by Agency of the ETWP.

The ETWP shall address the proposed drilling (geotechnical boring), site access, exploration and sampling procedures, preliminary laboratory testing plan, safety plan, and the traffic control plan. The traffic control plan must address minor road encroachments as well as lane and/or shoulder closures for activities associated with drilling.

Consultant shall comply with any and all environmental permits, including archeology clearance, and approvals prior to any geotechnical drilling work (as per ODOT Geotechnical Design Manual sections 3.8 and 3.8.4).

Consultant shall obtain required Right-of-Way Permits from Agency for exploration locations in public ROW prior to beginning field work.

Consultant shall obtain required Right-of-Entry Agreement(s) from the property owner(s) under task 14.1 prior to beginning field work.

**6.2 Consultant Deliverables and Schedule**

Consultant shall provide:

- Draft ETWP in MS Word format to APM
- Final ETWP in MS Word format at least 5 business days prior to beginning field work to APM

**6.3 Geotechnical and Pavement Explorations**

Consultant shall conduct field investigation work in accordance with the most current versions of the [ODOT Geotechnical Design Manual](#) and the [ODOT Pavement Design Guide](#).

Consultant shall perform all field explorations in conformance with the approved ETWP developed in task 6.2. When possible, Consultant shall coordinate traffic control and other subcontractors, such as drillers, to provide exploration Services for both pavement and geotechnical explorations concurrently. Consultant shall follow all environmental permits and approvals prior to performing any exploration Services by drilling subcontractors. Consultant or their drilling contractor shall locate all underground utilities.

Once all environmental permits and approvals have been provided, consultant shall perform subsurface explorations to estimate and characterize the in situ soils and obtain design parameters for the purposes of addressing foundation support and other geotechnical or geological considerations for the following:

- Slope stability
- Embankment subgrade
- Onsite infiltration of storm water

The anticipated subsurface explorations to be performed for the Project are shown in the following table:

<b>TEST METHOD</b>	<b>EST #</b>	<b>DEPTH(S) OF EXPLORATION(S)</b>
Drilled Borings (solid stem auger)	4	5-ft to 10-ft
Infiltration Tests	2	3-ft to 6-ft
Falling Weight Deflectometer	32	N/A

Consultant shall provide an experienced Professional Engineer or Certified Engineering Geologist, licensed in Oregon to supervise the field operations for in situ data gathering.

Consultant shall perform appropriate pavement explorations and tests in order to estimate the following:

- Thickness of the existing pavement section
- Visual condition of the existing pavement

Consultant shall provide an experienced engineer or geologist, as applicable, to supervise the field operations and conduct a detailed visual pavement condition survey to identify the type, extent and severity of the distress present.

Consultant shall perform the exploration work while following additional requirements as follows:

- Boring locations that have restrictions must be performed in conformance with the permit requirements.
- Collect the drill cuttings and drilling mud in sealable steel drums and remove from the site, unless otherwise coordinated with Agency.
- The borings must be abandoned and backfilled according to Oregon Water Resources Department (“OWRD”) regulations.
- All borings and core holes through pavement must be patched with cold patch asphalt emulsion, quick set PCC, or as approved by Agency.
- Instruments must be capped by lockable monuments, or traffic-grade vaults, or as approved by Agency
- Borings must be completed by drillers appropriately licensed by OWRD
- Core samples of the pavement must be retrieved using a diamond bit core drill.
- Pavement cores must be logged according to the ODOT Pavement Design Guide and photographed for inclusion in the report.

### **6.3 Consultant Deliverables and Schedule**

Information from this task shall be incorporated into deliverables for task 6.6.

### **6.4 Laboratory Testing**

Consultant shall perform laboratory tests on disturbed and undisturbed soil samples obtained from the explorations in order to:

- Characterize the subgrade and subsurface soils;
- Develop engineering soil parameters for the pavement and embankment design,
- Assist with determining engineering geologic unit boundaries, and
- Check field soil description and identification.

The laboratory testing program must be performed in accordance with standard ASTM, AASHTO, Agency, and ODOT practices to include the following:

- Moisture/density;
- Atterberg limits;
- Gradation (minus No. 200 sieve wash);

### **6.4 Consultant Deliverables and Schedule:**

Information from this task shall be incorporated into deliverables for task 6.6.

### **6.5 RESERVED**

### **6.6 Geotechnical Report**

Consultant shall prepare a Geotechnical Report according to the ODOT Geotechnical Design Manual criteria for submittal to Agency for review. The Geotechnical Report must:

- Summarize the geotechnical design and construction recommendations.



- Identify general specification criteria for the construction contract and provide recommendations for special provisions, if required.
- Summarize the results of the geotechnical analyses.

### **6.6 Consultant Deliverables and Schedule**

Consultant shall provide:

- Draft Geotechnical Report in MS Word and PDF format to be incorporated into DAP delivered under task 13.
- Final Geotechnical Report in PDF format to APM within 2 weeks of receipt of comments from Agency.
- Electronic data provided in the following formats (due with draft Geotechnical Report):
  - Memoranda, letters, reports, etc. – Microsoft Office Suite, Adobe
  - CADD Files – AutoCADD Design File (.dwg) format
  - Other files – in standard software file formats

### **TASK 7 - HYDRAULICS RELATED SERVICES**

Consultant shall provide stormwater management and hydraulic related design services under this SOW for delivery of tasks and deliverables according to the agreed upon delivery schedule.

- **7.1 RESERVED**
- **7.2 RESERVED**
- **7.3 RESERVED**
- **7.4 RESERVED**

### **7.5 Stormwater Management Design**

The purpose of this subtask is to design stormwater systems for the conveyance and treatment of drainage in the Project.

#### **Storm Sewer Conveyance**

The purpose of this subtask is to provide design of stormwater conveyance facilities that collect and carry highway runoff in conformance with: 1) ODOT's Federal Aid Highway Program Programmatic Biological Opinion and 2) any Agency requirements that are stricter than the Federal standards.

Consultant shall:

- Determine the locations of flow entering and leaving the Project right-of-way (R/W).
- Review existing conditions downstream of locations where flow is leaving the Project R/W for deficiencies and document observations.
- Delineate on-site drainage basins, calculate peak flow rates for design, model the proposed pipe network, and calculate hydraulic grade line to check that proper freeboard design requirements are being met.
- Check inlet capacity and inlet spacing, calculate gutter flow to check spread, and provide design recommendations for inlet locations.
- Provide design recommendations for pipe network, associated pipe sizes, pipe material recommendations, and manhole access design recommendations (i.e. - spacing, location within a travel lane, etc.).
- Provide manhole diameter design recommendations based upon analysis of pipe connections at each manhole.

- Compare pipe network against known utilities in the Project area and provide design recommendations to minimize utility conflicts or to adjust existing utilities.
- Provide Stormwater Outfall design and energy dissipator design recommendations in compliance with applicable Project permits.

### **Roadside Channel Conveyance**

Consultant shall model ditches to calculate water surface elevation, depth, and velocity and provide channel lining design recommendations per HEC-15, Design of Roadside Channels with Flexible Linings.

### **Stormwater Quality Design**

The purpose of this subtask is to provide design of stormwater management facilities that provide water quality treatment of highway runoff per Agency standards and/or Federal Aid Highway Program Programmatic Biological Opinion, whichever standard is most strict.

Consultant shall:

- Define Contributing Impervious area.
- Delineate on-site drainage subbasins.
- Identify treatment Best Management Practice (“BMP”) types applicable for the site.
- Identify potential locations to site facilities within and outside the existing R/W.
- Estimate facility size, type and space needs at each of the potential locations.
- Evaluate constraints to siting a stormwater facility (i.e.-drainage area, adjacent grades, roadway safety, presence of existing utilities, protected resource areas, etc.)
- Prepare up to 2 stormwater management strategies that combine potential stormwater facilities into a comprehensive solution for meeting the needs of the Project.
- Compare alternative stormwater management strategies and recommend a preferred strategy.

### **Stormwater Quantity Design**

The purpose of this subtask is to provide design of stormwater management facilities that control quantity and flow rate of highway runoff per Agency standards.

Consultant shall:

- Define Contributing Impervious Area (“CIA”).
- Delineate on-site drainage subbasins.
- Identify potential locations to site facilities within and outside the existing R/W.
- Estimate facility size, type and space needs at each of the potential locations.
- Evaluate constraints to siting a stormwater facility (i.e. drainage area, adjacent grades, roadway safety, presence of existing utilities, protected resource areas, etc.).
- Prepare up to 2 stormwater management strategies that combine potential stormwater facilities into a comprehensive solution for meeting the needs of the Project.
- Compare alternative stormwater management strategies and recommend a preferred strategy.

- Provide written design recommendations in the Stormwater Design report (Task 7.6) for:
  - Pipe network and associated pipe sizes
  - Manhole diameter
  - Pipe material recommendations
  - Channel Lining
  - Stormwater outfall
  - Energy dissipator
- Provide documentation in the Stormwater Design report (Task 7.6) for up to 2 stormwater management strategies and include a recommended preferred strategy.

**7.5 Consultant Deliverables and Schedule**

Information from this task shall be incorporated into deliverables for Task 7.6.

**7.6 Stormwater Design Report**

The purpose of this subtask is to provide preliminary stormwater design recommendations and document the final stormwater facility design recommendations.

- Consultant shall prepare a preliminary version of the Project Stormwater Design Report per Federal-Aid Highway Program guidelines containing preliminary stormwater facility design recommendations.
- Consultant shall prepare a final Stormwater Design Report to reflect Agency review comments on stormwater facility design recommendations, changes to stormwater facility design due to advancement of the overall Project design, and supporting documentation of the final stormwater facility design.

**7.6 Consultant Deliverables and Schedule**

Consultant shall provide:

- Draft Stormwater Design Report in PDF file format, along with an MS Word file containing the report narrative, and two (2) hard copies, due with the Design Acceptance Package.
- Final Stormwater Design Report, PDF file of complete report, and two (2) hard copies, due with the Final Plans.

**7.7 Stormwater Operation and Maintenance (O&M) Manual**

The purpose of this subtask is to provide Operations and Maintenance Manual documentation of all proposed stormwater management facilities so that Agency has a record of the stormwater facilities that need to be operated and how to maintain them after the Project is constructed.

Consultant shall prepare up to one two (2) Draft Operation and Maintenance (“O&M”) Manuals, one for each stormwater facility anticipated for the Project, per Chapter 4, Section 4.6.6 of the Hydraulics Manual (latest edition).

Consultant shall prepare operational plans as outlined in Technical Bulletin GE 16-01 (B) titled “Stormwater Control Facility Operation and Maintenance Plan Development Drafting Guidance”.

**7.7 Consultant Deliverables and Schedule**

Consultant shall provide:

- One copy of each Draft O&M manual in MS Word and Adobe “pdf” format to the APM with Advanced Plans.
- One copy of each draft operational plan in AutoCAD format (.DWG file) to the APM with Advanced Plans.
- **7.8 RESERVED**
- **7.9 RESERVED**

## **TASK 8- TRAFFIC ENGINEERING & MANAGEMENT**

Consultant shall provide traffic analysis and design Services under this SOW for delivery of Tasks and Deliverables according to the agreed upon delivery schedule.

**8.1 RESERVED**

**8.2 RESERVED**

**8.3 RESERVED**

### **8.4 Permanent Signing**

Consultant shall prepare plans, specifications, and construction cost estimates for the permanent signing associated with the proposed improvements. The design must be completed in accordance with applicable MUTCD and Agency standards.

#### **8.4 Consultant Deliverables and Schedule**

Consultant shall provide:

- 30% Permanent Signing design and cost estimate included in 30% design package (Task 13)
- 60% Permanent Signing plans, specifications, and cost estimate included in 60% PS&E submittal (Task 15.1)
- 90% Permanent Signing plans, specifications, and cost estimate included in 90% PS&E submittal (Task 15.2)
- Final Permanent Signing plans, specifications, and cost estimate included in Final PS&E Package submittal (Task 15.3)

### **8.5 Permanent Pavement Markings**

Consultant shall prepare plans, specifications, and construction cost estimates for the permanent pavement markings associated with the proposed improvements. The design must be completed in accordance with applicable MUTCD and Agency standards.

#### **8.5 Consultant Deliverables and Schedule**

Consultant shall provide:

- 30% Permanent Pavement Marking design and cost estimate included in 30% design package (Task 13)
- 60% Permanent Pavement Marking plans, special provisions, and cost estimate included in 60% PS&E submittal (Task 15.1)
- 90% Permanent Pavement Marking plans, special provisions, and cost estimate included in 90% PS&E submittal (Task 15.2)
- Final Permanent Pavement Marking plans, special provisions, and cost estimate included in Final PS&E Package submittal (Task 15.3)

## **8.6 Illumination Design**

Consultant shall prepare plans, specifications, and construction cost estimates for the construction of an illumination system at the intersection of SE Webster Rd and SE Bixel Way to support the installation of an enhanced pedestrian crossing. Consultant shall conduct lighting analysis to determine appropriate light pole layout (pole spacing, mounting heights, and wattages) to meet current Illumination Engineering Society (“IES”) or Agency standards for light levels. Roadway lighting plans and specifications shall conform to the NEC and Agency standards as applicable. Consultant shall coordinate with utility for service connections.

### **8.6 Consultant Deliverables and Schedule**

Consultant shall provide:

- 30% Illumination design and cost estimate included in 30% design package (Task 13)
- 60% Illumination plans, special provisions, and cost estimate included in 60% PS&E submittal (Task 15.1)
- 90% Illumination plans, special provisions, and cost estimate included in 90% PS&E submittal (Task 15.2)
- Final Illumination plans, special provisions, and cost estimate included in Final PS&E Package submittal (Task 15.3)

## **8.7 RESERVED**

### **8.8 Traffic Control Plans (“TCPs”)**

Consultant shall prepare and submit PS&E for temporary traffic control to accommodate the public during construction. Consultant shall develop plans and specifications to accommodate vehicle, bicycle and pedestrian traffic during construction. ODOT or Agency standard plans must be referenced where possible.

Consultant’s TCPs must indicate such elements as traffic control sequencing, work zone limits, transitions, traffic control devices, signage, detours and staging cross sections (where applicable), and work zone details for vehicles, bicycles and pedestrians.

Consultant shall prepare a Temporary Pedestrian Accessible Route Plan (“TPARP”) as part of the TCPs. The TPARP must include a pedestrian route through or around each work area that is equal to or better than the route that was there before construction.

TCPs must meet MUTCD and Agency requirements.

### **8.8 Consultant Deliverables and Schedule**

Consultant shall provide:

- 60% TCPs, special provisions, and cost estimate included in 60% PS&E submittal (Task 15.1)
- 90% TCPs, special provisions, and cost estimate included in 90% PS&E submittal (Task 15.2)
- Final TCPs, special provisions, and cost estimate included in Final PS&E Package submittal (Task 15.3)

## **TASK 9- RESERVED**

## **TASK 10- ROADWAY DESIGN**

Consultant shall provide roadway design Services under this SOW for delivery of tasks and deliverables according to the agreed upon delivery schedule.

### **10.1 Design Criteria**

Consultant shall prepare draft and final design criteria. Design criteria must be consistent with Clackamas County Roadway Standards. Consultant shall present the design criteria in a table or matrix format listing all conditions, assumptions and minimum standards for the roadway design elements of the Project. This includes the following:

- Obtain functional classification facility based on current Transportation System Plan (“TSP”)
- Determine design vehicles
- Obtain existing and design year average daily traffic (“ADT”) from traffic report or Project Prospectus
- Determine design speed
- Obtain mobility requirements or level of service targets
- Confirm access control requirements or access management techniques
- Determine pedestrian and ADA design considerations
- Determine bicycle design considerations
- Determine transit design considerations
- Review crash data / history
- Determine roadside design requirements (clear zone)
- Determine sight distance considerations
- Determine cross slope, horizontal curves, and super-elevation
- Determine maximum grade, vertical curves
- Determine cross section elements:
  - Number and width of travel lanes
  - Shoulders
  - Curbs
  - Sidewalks
  - Curb ramps
  - Side slopes
  - Ditches or swales (drainage facilities)
  - Parking

### **10.1 Consultant Deliverables and Schedule**

Consultant shall provide:

- Draft design criteria electronically to APM within 4 weeks from Notice to Proceed (“NTP”).
- Final design criteria electronically to APM within 2 weeks from receipt of Agency comments.

### **10.2 RESERVED**

### **10.3 Roadway Design Exceptions (CONTINGENCY TASK, requires separate NTP)**

Consultant shall prepare up to 3 draft Roadway Design Exception Request(s) for the Project. The Design Exception Request(s) must be prepared using the standard Design Exception Request form provided by the Agency. The final Design Exception Request(s) for the Project must be stamped and signed by the engineer of record. Agency will coordinate final approval of the Design Exception Request(s).

### **10.3 Consultant Deliverables and Schedule**

Consultant shall provide:

- 1 electronic copy in WORD format to APM of draft Design Exception Request(s) within 2 weeks of DAP.
- 1 hard copy and 1 electronic copy in WORD and PDF format to APM of final Design Exception Request(s) no later than 2 weeks of receipt of comments from the Agency.

**TASK 11 RESERVED**

**TASK 12 RESERVED**

### **TASK 13 - 30% DESIGN PACKAGE**

The objective of the 30% Design Package is to identify the size of the Project footprint, required design exceptions, right of way (“R/W”) impacts, and any required environmental permits prior to preparing the 60%, 90%, and Final Plans.

Consultant shall prepare a 30% design package that includes a 30% strip map, a construction cost estimate and a design narrative that addresses the following:

- Description of the purpose, need, and design solution for the Project;
- Summary of existing conditions, (i.e., Project location, roadway classification, lanes, average daily traffic (“ADT”), posted speed, and other design standards pertinent to the Project);
- Summary of design exceptions that will be necessary;
- Summary of roadway alignment and typical section alternatives considered, including recommendations;
- Outline of Project constraints such as topography, environmental, permits, R/W, utilities and cost (NOTE: these may be executive summaries prepared by Consultant for other deliverables associated with this Project);
- Environmental impacts and mitigation measures;
- Utility conflicts;
- Description of geotechnical subsurface conditions;
- Draft Geotechnical Report;
- Draft Stormwater Management Plan;
- Draft Hydraulics Report;
- Description of drainage features;
- R/W needs;
- Local permit needs;
- Construction staging, temporary detours, and temporary protection and direction of traffic during construction;
- Description of impact to freight mobility

Consultant shall summarize and reference in the 30% design narrative all of the reports and technical memoranda pertinent to the Project. Consultant shall prepare and submit a 30% design strip map and a cost estimate as appendices to the design narrative.

Agency will provide comments on the 30% design package. Consultant shall address Agency comments. Consultant shall attend a 30% Plan Review Meeting to communicate and discuss resolution to review comments. Consultant shall provide written responses to address review comments received from Agency after attending the 30% Plan Review Meeting.

For budgeting purposes, it is assumed that up to 3 Consultant staff (as agreed to by Agency and Consultant prior to the meeting) shall attend the 2 hour 30% Plan Review Meeting.

### **13 Consultant Deliverables and Schedule**

Consultant shall provide:

- 1 electronic copy of the 30% design package in PDF format to APM within 12 weeks of NTP.
- 1 electronic copy of written responses to 30% review comments to APM within 1 week of the 30% Plan Review Meeting.

### **TASK 14- RIGHT OF WAY (ROW)**

Consultant shall conduct the ROW activities for all properties in accordance with the most current version of the following:

- Right of Way Services Agreement specific to the Project
- “*ODOT Right of Way Manual*”
- “*ODOT Guide to Appraising Real Property*”
- “*ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide*”
- ORS 35, with reference to the “*Uniform Appraisal Standards for Federal Land Acquisitions*”

Consultant shall utilize all forms, spreadsheets, brochures and pamphlets referenced in the “*ODOT Right of Way Manual*”. These forms, spreadsheets, brochures and pamphlets shall not be altered. They may be obtained through the Region Right of Way Manager or Designee or on-line at: <http://www.oregon.gov/ODOT/HWY/ROW>

Consultant shall track status for all parcel files to be acquired for ROW purposes in the format provided by Agency. Consultant should coordinate the details of this process with the Region Right of Way Manager or Designee at the project kickoff meeting.

For estimating purposes, up to seventeen (17) files are anticipated for this project. Eight (8) files are assumed to require full appraisals and nine (9) files are assumed to be value finding appraisals.

### **14.1 RESERVED**

### **14.2 Title Reports and Document Requests**

Consultant shall prepare and assemble all title documents, including vesting deeds, necessary to accomplish acquisition of ROW for each impacted property.

Consultant shall obtain preliminary title reports for each impacted property. Consultant shall obtain all title reports from one Title Company (so long as Project is located within one county).

### **14.2 Consultant Deliverables and Schedule**

Consultant shall provide:

- Preliminary Title Reports and Title Documents per the schedule developed in Task 1 Project Management.
- Clearance Documents from Lenders and/or Lessees per the schedule developed in Task 1 Project Management.

### **14.3 RESERVED**



#### **14.4 Right of Way Programming Estimate**

Consultant shall prepare a ROW programming estimate for use by the Right of Way Section to program funds for property acquisition. Consultant shall obtain the most current version of the Programming Estimate form to be used on all State and Federally funded projects from the Region Right of Way Manager or designee. The programming estimate shall include the Project name and county in which the Project is located and all Project ROW costs, including separate Consultant and Agency ROW costs as outlined in the Right of Way Services agreement with the Local Public Agency. The ROW programming estimate shall include dollar amounts for the following items: Land & Improvements; Damages/Cost to Cure; Relocation; Demolition; Personnel & Administration; Legal & Contingencies and totals for all Items. The programming estimate shall be submitted to the appropriate Agency Right of Way Manager or Designee for review.

Consultant shall revise and re-submit programming estimate, incorporating comments received from Agency.

#### **14.4 Consultant Deliverables and Schedule**

Consultant shall provide:

- 1 draft Programming Estimate for delivery electronically to Agency Region Right of Way Manager or Designee, APM per the schedule developed in Task 1 Project Management.
- 1 final Programming Estimate for delivery electronically to Agency Region Right of Way Manager or Designee, APM per the schedule developed in Task 1 Project Management.

• **PLEASE NOTE: Consultant shall not perform any services described in Tasks 14.5 through 14.10 below until Agency issues NTP for the ROW phase of the Project.**

#### **14.5 Preliminary Activities/Donation Requests**

Upon receipt of authorization to proceed with ROW Acquisition, Consultant shall set up ROW parcel files and deliver a General Information Notice (“GIN”), acquisition and relocation brochures, and a copy of the applicable portion of the ROW Acquisition map (marked Preliminary and showing the parcel(s) to be purchased) to all owners and occupants of affected properties. Consultant shall send GIN via certified mail with proof of delivery kept in the parcel file.

Consultant shall arrange pre-negotiation contacts with property owners and identify property and Project issues by providing the following services for each file:

- Contact property owners to provide general information about the Project and attempt to obtain donation of property rights to construct public improvement Project. If property owners are considering a donation, then Consultant shall inform them in writing of their right to just compensation; such property owners may elect to donate by signing a waiver of their rights.
- Provide written Donation Report or outcome of property owner meetings, if property owner is unwilling to donate.

For each property that is donated, Consultant shall prepare a closing packet to include the executed Donation Request Acknowledgement and Conveyance Document, original recorded documents and title insurance policy.

Consultant shall prepare and maintain a Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the GIN, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the Personal Interview.

#### **14.5 Consultant Deliverables and Schedule**

Consultant shall provide:

- GINs, 1 hard copy to each property owner and 1 electronic copy each to Agency within 20 business days following NTP for the ROW acquisition phase.
- Written Donation Report or outcome of initial contact with property owner, 1 electronic copy each to Agency within 12 weeks of NTP for the ROW acquisition phase.
- Closing Packet (Executed Donation Request Acknowledgment and Conveyance Documents), Original Recorded Documents and title insurance policy for any permanent ROW acquired through donation, 1 hard copy to Agency no later than 14 weeks prior to bid date.

#### **14.6 Appraisal and Appraisal Review**

Consultant shall use appraisers who are licensed or certified in the State of Oregon, competent in eminent domain appraising, and on ODOT's Qualified Appraisers List.

Consultant shall provide one real estate appraisal for each property *or properties which constitute the "larger parcel" as described in the ODOT Right of Way Manual* from which an interest is to be acquired. If identification of the larger parcel is problematic, Consultant shall resolve the issue in consultation with the Region Right of Way Manager or designee.

All real estate appraisals provided by the Consultant shall be prepared using forms or formats of, or approved by, the Agency's ROW Section. The types of appraisal reports shall fall into the following categories:

- Abbreviated or value finding appraisals for simple takings with less than \$10,000 in damages (9 files assumed). Appraisal reviews will be completed by County staff for value finding appraisals.
- Detailed (before/after) appraisals for takings with equal to or greater than \$10,000 in damages (8 files assumed).

Consultant shall prepare all reports and estimates necessary to value specialty items to be acquired or to support cost-to-cure estimates.

Consultant shall provide not fewer than 15 days written notice to owners of the planned appraisal inspections. The property owner and designated representative, if any, shall be invited to accompany the appraiser on any inspection of the property for appraisal purposes. Consultant shall send this notice via certified mail with proof of delivery and kept in the parcel file.

Special Benefits, if any, must be quantified by the appraiser whether or not there are any compensable damages to the property.

Consultant shall perform independent reviews of appraisals. Consultant shall ensure that the same firm does not perform both the appraisals and the appraisal reviews. Consultant shall forward both appraisal and review to Agency for final approval.

Agency will establish just compensation for each property owner and will notify the Consultant.

Consultant shall continue documentation in the Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the written notice of appraisal inspection, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the appraisal.

#### **14.6 Consultant Deliverables and Schedule**

Consultant shall provide:

- 15 Day Notice of Appraisal Inspection to each property owner and electronic copy to Agency ROW Manager per the schedule developed in Task 1 Project Management.
- Report of Personal Interview to Agency ROW Manager within 3 business days of request.
- Appraisal and Appraisal Review in electronic format for each file to Agency ROW Manager as per Project Design Schedule developed under Task 1, as follows:
  - Value Finding/ Taking and Damages Appraisal (for simple takings), OR
  - Detailed Before & After Appraisal (for complex takings)
  - Specialty reports, if necessary, prior to incorporation in appraisal reports

#### **14.7 Additional Appraisals & Appraisal Review (CONTINGENCY TASK, requires separate NTP)**

Consultant shall prepare up to nine (9) additional full appraisal reports in place of the value finding appraisals if more than eight (8) of the impacted properties have greater than \$10,000 in damages. Budget for this contingency task will be calculated based on the difference in cost between a value finding appraisal and full appraisal.

At the 60% design milestone, the consultant shall determine the number of properties that require a full appraisal. If that number exceeds the amount defined in task 14.6 (8 full appraisals), then the consultant shall request authorization for a contingency budget equal to difference in cost for each additional appraisal.

#### **14.7 Consultant Deliverables and Schedule**

Consultant shall provide:

- 15 Day Notice of Appraisal Inspection to each property owner and electronic copy to Agency ROW Manager per the schedule developed in Task 1 Project Management.
- Report of Personal Interview to Agency ROW Manager within 3 business days of request.
- Appraisal and Appraisal Review in electronic format for each file to Agency ROW Manager as per Project Design Schedule developed under Task 1, as follows:
  - Value Finding/ Taking and Damages Appraisal (for simple takings), OR
  - Detailed Before & After Appraisal (for complex takings)
  - Specialty reports, if necessary, prior to incorporation in appraisal reports

#### **14.8 Acquisition Services**

All right of way shall be acquired in the name of Agency. Consultant shall conduct negotiations, on behalf of the Agency, in good faith and in compliance with all federal and state laws and regulations. Consultant shall conduct negotiations for acquisition of real property based on Appraisal Review.

Consultant shall be responsible for clearing title encumbrances identified on the Preliminary Title Report or making the offer subject to clearing title encumbrances. Consultant shall present any requests for taking title subject to one or more outstanding interests to Agency for approval. Fee owners' and contract purchasers' ownership interests must be cleared. When impacted by the taking, lessees' interests must also be cleared.

Consultants shall prepare and present to Agency the draft Offer Packets. All offers will be made on Agency letterhead, will include Agency contact information, and will be signed by Agency. These Offer Packets shall include, but are not limited to, acquisition and relocation brochures, offer-benefit letter, acquisition and relocation summary statements, Terms of Agency's Offer signed by Agency, copy of appraisal, map of acquisition, instruments of conveyance and W-9 form (if money is exchanged).

If possible, Consultant shall make offers in person, especially where the acquisition involves either a major impact to the property or the displacement of persons occupying the property. If this is deemed not possible, Consultant shall send via certified mail. Proof of delivery must be documented in the Report of Personal Interview and file.

Consultant shall make every reasonable effort to acquire the ROW expeditiously by negotiation. Consultant shall give property owners reasonable opportunity to consider the offer (statutorily 40 calendar days) and to present material the owner believes is relevant to determining the value of the property. Consultant shall attempt to negotiate an approved administrative settlement, but shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court, or take any other coercive action in order to induce an agreement on the price to be paid for the property (49 CFR 24.102(h)).

- IF the OFFER is ACCEPTED, Consultant shall present a Final Report Packet covering the acquisition of ROW to Agency for final approval, payment, conveyance of title and recording.
- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) with a justification letter and owner supplied supporting documentation to Agency for approval. If accepted see above.
- IF an acceptable agreement is not reached, Consultant shall prepare and submit a Recommendation for Condemnation.

Consultant shall continue documenting the Report of Personal Interview for each file. The Report of Personal Interview must include contact with property owners, owner's attorneys and occupants; efforts to achieve amicable settlements; owners' suggestions for changes in plans; responses to owners' counterproposals etc.

#### **14.8 Consultant Deliverables and Schedule**

Consultant shall provide the following per the Project Design Schedule developed under Task 1:

- Draft Offer Packet for review for each file to Agency ROW Manager.

- Final Offer Packet for review and signature to APM.
- Final Offer Packet sent certified mail or delivered in person for each file.
- Final Report Packet (see Appendix A, Contractor Services Guide) for each file for payment, conveyance of title and recording to Agency ROW Manager.
- If applicable, proposed counter offers with justification information to Agency ROW Manager.
- If applicable, Recommendation for Condemnation to Agency ROW Manager.
- Report of Personal Interview to Agency ROW Manager within 3 business days of request.

**14.9 Condemnation Process Assistance (Contingency)**

After good faith effort has been made to acquire ROW at the Agency’s determination of just compensation, if settlement with the property owner(s) is NOT reached, Consultant shall:

- With Agency authorization, send Final Offer letter to the property owner in accordance with the ROW Manual.
- Provide information and clarification to Agency in support of mediation and condemnation proceedings, and assist property owner with any relocation according to the Consultant Services Guide.

*Note: Agency will initiate Condemnation proceedings.*

**14.9 Consultant Deliverables and Schedule**

Consultant shall provide:

- Final Offer letter to property owner (s), with a copy to Agency as stated in the NTP for this contingency task.

**14.10 RESERVED**

**TASK 15 - PLANS, SPECIFICATIONS, AND ESTIMATE (“PS&E”)**

Consultant shall prepare plan sheets according to the following table:

Table 15

<b>Name of Sheet Series</b>	<b>Estimated # of Sheets</b>	<b>60% PS&amp;E Submittal</b>	<b>90% PS&amp;E Submittal</b>	<b>Final Submittal</b>
Cover Sheet, Index, Plan Sheet Layout	3	X	X	X
Typical Sections	2	X	X	X
Details	4	X	X	X
Curb Ramp Details	13	X	X	X
Driveway Grading Details	2	X	X	X
Intersection Grading Details	3	X	X	X
General Construction (plan and profile)	4	X	X	X
Stormwater Management	4	X	X	X
Temporary Traffic Control	4	X	X	X
Grading & Erosion Control	4	X	X	X
Signing & Striping	4	X	X	X

Illumination Plans	2	X	X	X
<b>Total</b>	<b>49</b>			

**15.1 60% PS&E**

Consultant shall prepare preliminary (60%) documents for the Project incorporating comments from 30% review (Task 13).

Consultant shall prepare drawings, per Table 15 above and:

- Reference Agency and ODOT standard drawings and details;
- Prepare the 2021 Bid Booklet and Special Provisions Document Assembly form;
- Prepare preliminary construction cost estimate quantities and unit costs utilizing Agency standard bid items. Consultant shall prepare the estimate to include mobilization, contingency, and construction engineering (based on percentages agreed to by both parties). The estimate must be based on unit prices utilizing Agency, ODOT, and Consultant’s historical bid information and considering a 2025 bid letting.

The APM will submit a 60% PS&E Review Comment Log as a single electronic file to Consultant.

Consultant shall address comments received and communicate with the APM the proposed resolution to the comments. Consultant shall provide written response to address review comments received from the APM on the 60% PS&E.

**15.1 Consultant Deliverables and Schedule**

Consultant shall submit the following to the APM within 8 weeks of the APM written approval (e-mail acceptable) of the final 30% design package (Task 13):

- 60% Plans (PDF)
- Special Provisions Document Assembly Form (PDF)
- Preliminary Construction Cost Estimate in Excel/table format (PDF and excel)

Consultant shall submit 60% PS&E Review Comment Log with initial responses to the APM within 2 weeks of receipt of comments.

**15.2 90% PS&E**

This task includes preparation of 90% plans, Special Provisions, construction cost estimate, risk assessment, and quality control reviews, as well as incorporating comments from previous reviews.

Advance Plans:

Consultant shall prepare drawings, per Table 15 above and reference Agency standard drawings and details, and other related drawings.

Advance Special Provisions:

Consultant shall update Project Special Provisions based on changes and clarifications to the Project design, as determined at 60% plans and in accordance with 2021 *Oregon Standard Specifications for Construction as amended* and *Agency Specification and Writing Style Manual*.

Consultant shall prepare the Special Provisions to the 90% level (the “Advance Special Provisions”) in MS Word utilizing “Track Changes”.

The 90% Special Provisions must incorporate Agency’s boilerplate Special Provisions corresponding with the Project bid date. If a bid date has not been identified, Consultant shall use the most current boilerplate Special Provisions. Boilerplates, by bid date, can be found at the following website:

<https://www.oregon.gov/odot/Business/Pages/Special-Provisions.aspx>

Consultant shall obtain concurrence from Agency for any unique special provisions or changes made to the boilerplate Special Provisions, beyond fill-in-the-blank changes. Consultant shall document the changes made to the Special Provisions and Agency concurrence.

Consultant shall consult with Agency and incorporate the required insurance information into the Special Provisions.

90% Cost Estimate:

Consultant shall update the construction cost estimate quantities and unit costs utilizing Agency standard bid items to support the 90% Plans (the “90% Cost Estimate”). Consultant shall prepare the estimate to include mobilization, contingencies, and construction engineering based on the percentages agreed to by both parties. The estimate must be based on unit prices utilizing Agency, ODOT, and Consultant historic bid information and anticipating a 2025 bid letting. Consultant shall prepare the final cost estimate using excel or Agency required software.

Construction Schedule:

Consultant shall prepare a construction schedule, using the Critical Path Method (MS Project and PDF format) that outlines a reasonable Project construction sequence and time frames. The schedule must include anticipated material lead times, Project milestones and anticipated construction phasing and staging.

90% PS&E Revisions/Corrections:

The APM will submit a single electronic file of Advance PS&E Comment Log review comments to Consultant.

Consultant shall address comments received and communicate with the APM the proposed resolution to the comments. Consultant shall provide written response to address review comments received from the APM on the 90% PS&E.

**15.2 Consultant Deliverables and Schedule**

Consultant shall submit the following to the APM within 12 weeks of the APM’s written approval (e-mail acceptable) of the 60% Plans (Task 15.1):

- 90% Plans (PDF)
- 90% Special Provisions in electronic format (MS Word, utilizing “Track Changes”)
- 90% Construction Cost Estimate in electronic format (Excel and PDF)
- Construction schedule in electronic format (MS Project format and PDF)
- Comment response log for plans and specifications (Excel)
- Special Provisions changes and Agency concurrence

Consultant shall submit 90% PS&E Review Comment Log with initial responses to the APM within 2 weeks of receipt of comments.

### **15.3 Final PS&E Package (100%)**

Consultant shall prepare the Final PS&E package for bidding purposes. The final plans, Special Provisions, and construction cost estimate must incorporate all revisions agreed to and documented on the 90% PS&E Comment Log (Task 15.2).

Agency will review final plan sheets and note any final revisions needed prior to preparation and submittal of Professional of Record (POR)-signed Final Plans within 2 weeks of receipt of documents from Consultant. Consultant shall incorporate final revisions into POR-signed Final Plans.

Upon request from Agency, Consultant shall resolve comments from Agency.

### **15.3 Consultant Deliverables and Schedule**

Consultant shall submit the following to Agency, 4 weeks prior to the PS&E due date:

Description	To APM	
	Electronic	Paper
Unsigned Final Design Plans (11 x 17)	PDF	X
Project Special Provisions	Word & PDF	X
POR Certification with all Special Provisions sections stamped	PDF	
Special Provision Summary Form	Excel	
Construction Cost Estimate (Agency Format)	PDF, .est & .dat, excel	X

Consultant shall submit the following to APM, no later than 1 week prior to the PS&E Due Date:

- POR-signed Final Plans printed on 11 x 17 paper, 2 copies
- POR-signed Final Plans in PDF format

### **15.4 RESERVED**

#### **TASK 16 ADVERTISE AND AWARD ASSISTANCE**

This task includes the preparation of addenda, as needed, and responding to questions during the Advertisement or Ad phase of the project. Consultant shall respond to questions from Agency and prospective bidders about the plans and specifications during the advertisement for bids and award process.

#### **16.1 Questions During Advertisement**

Consultant's Project Manager, or Consultant's designee(s) approved by Agency, shall assist Agency with questions regarding the bid documents and bid process. Consultant shall respond to all questions in writing within 3 calendar day(s) to APM.

Consultant shall, during the bidding process, assist the Agency with the communications with prospective bidders and suppliers in a manner that assures that no prospective bidder or supplier



is provided with information not in the bidding documents and that could provide a bidding advantage or disadvantage. Consultant shall prepare a written log to document conversations and questions asked by prospective bidders or suppliers and the answers provided to the Agency. Consultant shall maintain the written log in the Project file and provide upon request of the APM.

### **16.1 Consultant Deliverables and Schedule**

Consultant shall provide:

- Written log of conversations, questions and answers. Provided to APM upon request and no later than 5 calendar days prior to bid closing date.

### **16.2 Addenda to the Bid Documents (CONTINGENCY TASK; Requires separate NTP)**

This task identifies specific deliverables that the Agency at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task 16.2 and the identified deliverables if written (email acceptable) NTP is issued by the Agency.

Consultant shall prepare a bid addenda for up to two (2) design, cost estimate, or specification related revisions to provide interpretation of construction documents.

If Agency chooses to authorize this work, Consultant shall submit Addendum documents within 5 calendar days from NTP unless a different timeframe is agreed to and stated in the NTP (prior to expiration of contract).

Consultant shall prepare and deliver to Agency the addenda text in a PDF and Microsoft Word file. Consultant shall prepare and deliver to Agency stamped drawings in PDF. Consultant shall coordinate reviews of addenda by APM prior to submittal. Consultant shall not be responsible for distributing addenda to bidders. Agency will issue and distribute all addenda.

### **16.2 Consultant Deliverables and Schedule**

- Bid document addenda; stamped PDF; or special provision revisions

### **16.3 RESERVED**

### **16.4 RESERVED**

## **REIMBURSABLE EXPENSES**

The reimbursable budget estimate is based on our experience with this project type and the governing agencies. It is an estimate only. Additional budget may be necessary to complete the project.

Customary reimbursable expenses mean the actual expense incurred in direct connection with the project. Vehicle mileage is reimbursed at the current Internal Revenue Service (IRS) rate for project related travel.

The following project related expenses are reimbursed at cost:

- External Reproduction Services
- Travel Expenses, other than private vehicle mileage
- Express Postage
- Other Direct Expenses (survey filing fees, title reports, appraisals, project specific supplies, etc.)

## **ASSUMPTIONS**

The Consultant has made the following additional assumptions related to this project.

1. All permits and application fees shall be paid by Clackamas County, or as a reimbursable expense at cost.

## **COUNTY'S RESPONSIBILITIES**

The County will:

1. Coordinate the relationship with adjacent property owners and with the general public.
2. Provide County standard drawings and details when possible.
3. Provide as-built CAD files of recent construction projects.
4. Provide pavement design.
5. Assist in utilities coordination and facilitate the timely receipt of utility data from the private utility companies.
6. Maintain and manage the public involvement mailing list and project press releases.

It is assumed for the purpose of developing this proposal that a pre-bid meeting will not be conducted.

**EXHIBIT B  
FEE SCHEDULE**

Project Budget Form

Project Name: Bilquist Elementary School - Sidewalks  
 Project Manager: Cedomir Jesic  
 KAI Project Number: 26766  
 Date: Nov 03, 2021

LABOR ESTIMATE - Bilquist Elementary School - Sidewalks

Task	Notes	Staff	Roos, Tony AMR	Jesic, Cedomir CXJ	Scarborough, Wade WES	Gov, Caleb CEC	Sophia Semensky SSS	Deniel Ovid DEC	Associate Technician SL11	KAI TASK HOURS	KAI TASK COST
<b>001 PROJECT MANAGEMENT</b>											
1.1 Administration & Record Keeping				24		14				38	\$6,522
1.2 Coordination				110		110				220	\$35,814
1.3 Project Meetings			2	10	10	10		8		40	\$6,835
Reimbursable Expense											
Task #001 - Subtotal			2	144	10	134	0	8	0	298	\$49,171
<b>002 SURVEY</b>											
2.1 Research										0	\$0
2.2 Horizontal and Vertical Control Network										0	\$0
2.3 Monument Recovery										0	\$0
2.4 Topographic Data, Detailed Base Map And DTM						4				4	\$517
2.5 R/W - Boundary Resolution										0	\$0
2.6 Record of Survey / Control, Recovery, Retracement			4			20	40			64	\$7,211
2.7 R/W Engineering (Mapping & Descriptions)										0	\$0
Reimbursable Expense											
Task #002 - Subtotal			4	0	0	26	40	0	0	70	\$7,988
<b>003 ENVIRONMENTAL SERVICES</b>											
3.1 Wetland And Water Resources				2		2				4	\$651
Reimbursable Expense											
Task #003 - Subtotal			0	2	0	2	0	0	0	4	\$651
<b>004 PUBLIC INVOLVEMENT SUPPORT</b>											
4.2 Public Involvement Meetings				12		20		32		84	\$12,024
4.3 Electronic Communications				4		10	30			44	\$4,857
Reimbursable Expense											
Task #004 - Subtotal			0	16	0	30	50	0	32	128	\$16,881
<b>005 UTILITIES</b>											
5.1 Utility Location and Coordination				2		4	16			22	\$2,392
5.2 Utility Report				8		8	16			24	\$2,516
5.3 Utility Coordination Meetings				8		10	10			28	\$3,790
5.4.1 Utility Notices				8		20	20			48	\$6,008
5.4.3 Review Utility Relocation Plans and Relocation Time Requirement Letters							8			8	\$741
Reimbursable Expense											
Task #005 - Subtotal			0	18	0	42	70	0	0	130	\$15,448
<b>006 GEOTECHNICAL / PAVEMENT SERVICES</b>											
6.1 Data Review / Reconnaissance										0	\$0
6.2 Exploration and Testing Work Plan ("ETWP")			1			1				2	\$359
6.3 Geotechnical and Pavement Explorations										0	\$0
6.4 Laboratory Testing										0	\$0
6.6 Geotechnical Report			1			2				3	\$489
Reimbursable Expense											
Task #006 - Subtotal			2	0	0	3	0	0	0	5	\$848
<b>007 HYDRAULICS RELATED SERVICES</b>											
7.5 Stormwater Management Design				8			130			128	\$15,210
7.6 Stormwater Design Report				4			60			64	\$7,859
7.7 Stormwater Operation and Maintenance (O&M) Manual				2			20			22	\$2,751
Reimbursable Expense							0			0	\$0
Task #007 - Subtotal			0	14	0	0	200	0	0	214	\$26,320
<b>008 TRAFFIC ENGINEERING &amp; MANAGEMENT</b>											
8.4 Permanent Signing					8	20	30			58	\$7,105
8.5 Permanent Pavement Markings					6	16	30			52	\$6,153
8.6 Illumination Design					8	16	30			54	\$6,588
8.8 Traffic Control Plans ("TCPs")					12	20	40			72	\$8,902
Reimbursable Expense											
Task #008 - Subtotal			0	0	34	72	130	0	0	236	\$28,749
<b>0010 ROADWAY DESIGN</b>											
10.1 Design Criteria			4	6		36	36			82	\$10,086
10.3 Roadway Design Exceptions (Contingency)			4	4		40	16			64	\$8,357
Reimbursable Expense											
Task #0010 - Subtotal			8	10	0	76	52	0	0	146	\$18,443
<b>0013 30% Design Package</b>											
10.1 Design Acceptance Package			4	8	4	60	60			136	\$16,674
Reimbursable Expense			4	8	4	60	60	0	0	136	\$16,674
Task #0013 - Subtotal			4	8	4	60	60	0	0	136	\$16,674
<b>0014 RIGHT OF WAY (ROW)</b>											
14.2 Title Reports and Document Requests				8		8				16	\$2,874
14.4 Right of Way Programming Estimate										0	\$0
14.5 Preliminary Activities/Drawings Requests										0	\$0
14.6 Appraisal and Appraisal Review										0	\$0
14.7 Additional Appraisals & Appraisal Review (Contingency)										0	\$0
14.8 Acquisition Services										0	\$0
14.9 Condensation Process Assistance (Contingency)										0	\$0
Reimbursable Expense											
Additional Reimbursable Expense (Contingency)											
Task #0014 - Subtotal			8	0	0	8	0	0	0	16	\$2,874
<b>0015 PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&amp;E")</b>											
15.1 60% PS&E			16	16		100	100	80		312	\$38,442
15.2 90% PS&E			16	16		80	80	80		242	\$30,468
15.3 Final PS&E			8	8		30	30	20		96	\$12,426
Reimbursable Expense											
Task #0015 - Subtotal			40	40	0	210	210	180	0	650	\$81,336
<b>0016 ADVERTISE AND AWARD ASSISTANCE</b>											
16.1 Questions During Advertisement				8		12		4		24	\$3,593
16.2 Addenda to the Bid Documents (Contingency)			4	4		12				20	\$3,256
Reimbursable Expense											
Task #0016 - Subtotal			4	12	0	24	0	4	0	44	\$6,850
<b>TOTAL HOURS</b>			72	264	48	687	612	362	32	0	
<b>LABOR RATE</b>			\$230.09	\$196.36	\$217.60	\$120.22	\$92.66	\$117.90	\$163.45		
<b>LABOR COST</b>			\$16,566	\$51,840	\$10,445	\$88,772	\$56,705	\$42,680	\$5,230	\$0	\$272,238

Sub-Consultant Summary (See Attached Worksheets for Details)

Pacific Habitat Services PHS	NVS	S&P Land Services SF	Universal Field Services UFS	SUB TASK COST	TOTAL TASK COST
\$0.00	\$705.00	\$576.00	\$0.00	\$1,281	\$7,863
\$0.00	\$826.00	\$600.00	\$0.00	\$1,426	\$37,240
\$1,132.00	\$896.00	\$600.00	\$408.00	\$3,036	\$9,871
					\$0
\$1,132.00	\$2,427.00	\$1,776.00	\$408.00	\$5,743	\$54,914
\$0.00	\$0.00	\$1,632.00	\$0.00	\$1,632	\$1,632
\$0.00	\$0.00	\$2,952.00	\$0.00	\$2,952	\$2,952
\$0.00	\$0.00	\$6,028.00	\$0.00	\$6,028	\$6,028
\$0.00	\$0.00	\$12,446.00	\$0.00	\$12,446	\$12,963
\$0.00	\$0.00	\$3,036.00	\$0.00	\$3,036	\$3,036
\$0.00	\$0.00	\$5,256.00	\$0.00	\$5,256	\$5,514
\$0.00	\$0.00	\$8,784.00	\$0.00	\$8,784	\$15,995
					\$0
\$0.00	\$0.00	\$40,136.00	\$0.00	\$40,136	\$48,122
\$5,837.00	\$0.00	\$0.00	\$0.00	\$5,837	\$6,488
\$5,837.00	\$0.00	\$0.00	\$0.00	\$5,837	\$6,488
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$12,024
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$4,857
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$400
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$17,281
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$2,392
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$2,516
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$3,790
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$6,008
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$741
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$15,448
\$0.00	\$224.00	\$0.00	\$0.00	\$224	\$224
\$0.00	\$1,095.00	\$0.00	\$0.00	\$1,095	\$1,414
\$0.00	\$2,816.00	\$0.00	\$0.00	\$2,816	\$2,816
\$0.00	\$288.00	\$0.00	\$0.00	\$288	\$288
\$0.00	\$5,111.00	\$0.00	\$0.00	\$5,111	\$5,600
\$0.00	\$9,494.00	\$0.00	\$0.00	\$9,494	\$9,502
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$15,719
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$7,859
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$2,751
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$26,320
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$7,105
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$6,153
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$6,588
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$8,902
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$28,749
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$10,086
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$8,357
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$18,443
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$16,674
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$35
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$16,708
\$0.00	\$0.00	\$0.00	\$3,434.00	\$3,434	\$6,308
\$0.00	\$0.00	\$0.00	\$3,468.00	\$3,468	\$3,468
\$0.00	\$0.00	\$0.00	\$3,434.00	\$3,434	\$3,434
\$0.00	\$0.00	\$0.00	\$3,468.00	\$3,468	\$3,468
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0
\$0.00	\$0.00	\$0.00	\$59,272.00	\$59,272	\$59,272
\$0.00	\$0.00	\$0.00	\$9,928.00	\$9,928	\$9,928
\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$

**Project Budget - Pacific Habitat Services**

Project Name: Bilquist Elementary School - Sidewalks  
 Sub-Consultant: Pacific Habitat Services

Date: Nov 03, 2021

**LABOR ESTIMATE - Bilquist Elementary School - Sidewalks**

Task	Notes	Staff	\$ 165.00	\$ 118.00	\$ 114.00	\$ 94.00	\$ 84.00				TASK HOURS	TASK COST
			JVS	JT	WS2	GS	JDL					
<b>001</b>	<b>PROJECT MANAGEMENT</b>											
	1.1 Administration & Record Keeping										0	\$0
	1.2 Coordination										0	\$0
	1.3 Project Meetings		4	4							8	\$1,132
	Reimbursable Expense											
	Task #001 - Subtotal		4	4	0	0	0	0	0	0	8	\$1,132
<b>003</b>	<b>ENVIRONMENTAL SERVICES</b>											
	3.1 WETLAND AND WATER RESOURCES		3	30	8	5	5				51	\$5,837
	3.1.4 Stream Functional Assessment (Contingency)										0	\$0
	Reimbursable Expense											
	Task #003 - Subtotal		3	30	8	5	5	0	0	0	51	\$5,837
	Additional Reimbursable Expense (Contingency)											
	<b>TOTAL HOURS</b>		7	34	8	5	5	0	0	0		
	<b>LABOR RATE</b>		\$165.00	\$118.00	\$114.00	\$94.00	\$84.00				<b>TOTAL HOURS</b>	<b>TOTAL LABOR</b>
	<b>LABOR COST</b>		\$1,155	\$4,012	\$912	\$470	\$420	\$0	\$0	\$0	<b>59</b>	<b>\$6,969</b>

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

<b>TOTAL SUB REIMBURSABLES</b>	<b>\$0</b>
<b>TOTAL SUB LABOR</b>	<b>\$6,969</b>
<b>TOTAL SUB BUDGET</b>	<b>\$6,969</b>

Project Budget - NV5

Project Name: Bilquist Elementary School - Sidewalks  
 Sub-Consultant: NV5

Date: Nov 03, 2021

**LABOR ESTIMATE - Bilquist Elementary School - Sidewalks**

Task	Notes	Staff	\$ 224.00	\$ 175.00	\$ 144.00	\$ 112.00	\$ 97.00	\$ 90.00	\$ 77.00	TASK HOURS	TASK COST	
			Principal	Senior Project Engineer	Tech Specialist I	Senior CAD Technician	Senior Project Assistant	Project Assistant	Support Staff			
<b>001</b>	<b>PROJECT MANAGEMENT</b>											
	1.1 Administration & Record Keeping		2					2	1	5	\$705	
	1.2 Coordination		3						2	5	\$826	
	1.3 Project Meetings		4							4	\$896	
	Reimbursable Expense											
	Task #001 - Subtotal		9	0	0	0	0	2	3	14	\$2,427	
<b>006</b>	<b>GEOTECHNICAL / PAVEMENT SERVICES</b>											
	6.1 Data Review / Reconnaissance		1							1	\$224	
	6.2 Exploration and Testing Work Plan ("ETWP")		2	1	3					6	\$1,055	
	6.3 Geotechnical and Pavement Explorations		1		18					19	\$2,816	
	6.4 Laboratory Testing				2					2	\$288	
	6.6 Geotechnical Report		6	3	17	3	3	1	1	34	\$5,111	
	Reimbursable Expense											
	Task #006 - Subtotal		10	4	40	3	3	1	1	62	\$9,494	
	Additional Reimbursable Expense (Contingency)											
TOTAL HOURS			19	4	40	3	3	3	4	0	<b>TOTAL HOURS</b>	<b>TOTAL LABOR</b>
LABOR RATE			\$224.00	\$175.00	\$144.00	\$112.00	\$97.00	\$90.00	\$77.00	\$0.00		
LABOR COST			\$4,256	\$700	\$5,760	\$336	\$291	\$270	\$308	\$0	<b>76</b>	<b>\$11,921</b>

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

**TOTAL SUB REIMBURSABLES**  
\$8,500

**TOTAL SUB LABOR**  
\$11,921

**TOTAL SUB BUDGET**  
\$20,421

## Project Budget - S&F

Project Name: Bilquist Elementary School - Sidewalks  
 Sub-Consultant: S&F Field Services

Date: Nov 03, 2021

### LABOR ESTIMATE - Bilquist Elementary School - Sidewalks

Task	Notes	Staff	\$ 150.00	\$ 108.00	\$ 103.00	\$ 82.00	\$ 72.00	\$ 140.00	\$ 145.00	TASK HOURS	TASK COST	
			PLS	Office Tech	Crew Chief	Field Tech	Admin	Photogramn	Pilot			
<b>001</b>	<b>PROJECT MANAGEMENT</b>											
	1.1 Administration & Record Keeping						8			8	\$576	
	1.2 Coordination		4							4	\$600	
	1.3 Project Meetings		4							4	\$600	
	Reimbursable Expense											
	Task #001 - Subtotal		8	0	0	0	8	0	0	16	\$1,776	
<b>002</b>	<b>SURVEY</b>											
	2.1 Research		8	4						12	\$1,632	
	2.2 Horizontal and Vertical Control Network		2	4	12	12				30	\$2,952	
	2.3 Monument Recovery		4	16	20	20				60	\$6,028	
	2.4 Topographic Data, Detailed Base Map And DTM		4	32	30	30		12	8	116	\$12,446	
	2.5 R/W - Boundary Resolution		16	4	2					22	\$3,038	
	2.6 Record of Survey / Control, Recovery, Retracement		12	32						44	\$5,256	
	2.7 R/W Engineering (Mapping & Descriptions)		24	48						72	\$8,784	
	Reimbursable Expense											
	Task #002 - Subtotal		70	140	64	62	0	12	8	356	\$40,136	
	Additional Reimbursable Expense (Contingency)											
<b>TOTAL HOURS</b>			78	140	64	62	8	12	8	0	<b>TOTAL HOURS</b>	<b>TOTAL LABOR</b>
<b>LABOR RATE</b>			\$150.00	\$108.00	\$103.00	\$82.00	\$72.00	\$140.00	\$145.00			
<b>LABOR COST</b>			\$11,700	\$15,120	\$6,592	\$5,084	\$576	\$1,680	\$1,160	\$0	<b>372</b>	<b>\$41,912</b>

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

<b>TOTAL SUB REIMBURSABLES</b>
\$0
<b>TOTAL SUB LABOR</b>
\$41,912
<b>TOTAL SUB BUDGET</b>
\$41,912

Project Budget - Universal Field Services

Project Name: Bilquist Elementary School - Sidewalks  
 Sub-Consultant: Universal Field Services

Date: Nov 03, 2021

**LABOR ESTIMATE - Bilquist Elementary School - Sidewalks**

Task	Notes	Staff	\$ 102.00	\$ 75.00	\$ 50.00	\$ 65.00					TASK HOURS	TASK COST
			Row PM	SR. ROW Agent	SR. Title Specialist	ROW Agent						
<b>001</b>	<b>PROJECT MANAGEMENT</b>											
	1.1 Administration & Record Keeping										0	\$0
	1.2 Coordination										0	\$0
	1.3 Project Meetings		4								4	\$408
	Reimbursable Expense											
	Task #001 - Subtotal		4	0	0	0	0	0	0	0	4	\$408
<b>0014</b>	<b>RIGHT OF WAY (ROW)</b>											
	14.2 Title Reports and Document Requests		17		34						51	\$3,434
	14.4 Right of Way Programming Estimate		34								34	\$3,468
	14.5 Preliminary Activities/Donation Requests		17		34						51	\$3,434
	14.6 Appraisal and Appraisal Review		34								34	\$3,468
	14.7 Additional Appraisals & Appraisal Review (Contingency)										0	\$0
	14.8 Acquisition Services		136	300	68	300					804	\$59,272
	14.9 Condemnation Process Assistance (Contingency)		34	34	34	34					136	\$9,928
	Reimbursable Expense											\$77,459
	Additional Reimbursable Expense (Contingency)											\$24,750
	Task #0014 - Subtotal		272	334	170	334	0	0	0	0	1110	\$185,213
TOTAL HOURS			276	334	170	334	0	0	0	0		
LABOR RATE			\$102.00	\$75.00	\$50.00	\$65.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>TOTAL HOURS</b>	<b>TOTAL LABOR</b>
LABOR COST			\$28,152	\$25,050	\$8,500	\$21,710	\$0	\$0	\$0	\$0	<b>1,114</b>	<b>\$83,412</b>

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

<b>TOTAL SUB REIMBURSABLES</b>	<b>\$102,209</b>
<b>TOTAL SUB CONTINGENCY</b>	<b>\$9,928</b>
<b>TOTAL SUB LABOR</b>	<b>\$83,412</b>
<b>TOTAL SUB BUDGET</b>	<b>\$185,621</b>



## Project Budget Form - Reimbursables

Project Name: Bilquist Elementary School - Sidewalks  
 Project Manager: Cedimir Jesic  
 Project Number: 26766

Reimbursables Multiplier: 1.00

**TOTAL REIMBURSABLES      \$86,430**

**Task**

<b>004 PUBLIC INVOLVEMENT SUPPORT</b>					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Exhibit Boards	4	Poster Boards for Open House (KAI)	\$100.00	lump sum	\$400
					<b>\$400</b>

<b>006 GEOTECHNICAL / PAVEMENT SERVICES</b>					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Utility Locate	1		\$400.00	Lump sum	\$400
Traffic Control	1		\$2,500.00	Lump sum	\$2,500
Drilling	1		\$2,200.00	Lump sum	\$2,200
Mileage	348		\$0.575	Mile	\$200
Falling Weight Deflectometer	1		\$2,000.00	Lump sum	\$2,000
General Field Equipment	1		\$300.00	Lump sum	\$300
Lab Testing	1		\$902.00	Lump sum	\$902
					<b>\$8,502</b>

<b>0013 30% Design Package</b>					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Mileage	60	Site Visit: One 20-mile trip for three staff members (KAI)	\$0.575	mile	\$35
					\$0
					\$0
					\$0
					\$0
					<b>\$35</b>

<b>0014 RIGHT OF WAY (ROW)</b>					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Appraisals	8		\$4,250.00	each	\$34,000
Value Finding Appraisals	9		\$2,750.00	each	\$24,750
Appraisal Review	8		\$1,250.000	each	\$10,000
Mileage	2650		\$0.56	mile	\$1,484
Miscellaneous	1	Printing, Delivery, etc..	\$425.00	lump sum	\$425
Preliminary Title Reports	17		\$400.00	each	\$6,800
					\$0
<b>Contingency Items (not included in Subtotal)</b>					
Appraisal	9		\$1,500.00	each	\$13,500
Appraisal Review	9		\$1,250.00	each	\$11,250
					\$0
					\$0
					\$0
					\$0
					\$0

\$77,459

<b>0015 PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&amp;E")</b>					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Mileage	60	Site Visit: One 20-mile trip for three staff members (KAI)	\$0.575	mile	\$35
					<b>\$35</b>