

# AGENDA

**Thursday March 9, 2017 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2017-11

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Presentation from Clackamas Women's Services Regarding Camp Hope and the Hope Survey Results (Melissa Erlbaum, Clackamas Women Services)

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

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

**North Clackamas Parks & Recreation District**

1. Approval of a Strategic Partnership Purchase and Sale Agreement between North Clackamas Parks & Recreation District and North Clackamas School District No. 12 (Gary Barth, Scott Archer, North Clackamas Parks & Recreation District)

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

**A. Health, Housing & Human Services**

1. Approval of an Intergovernmental Agreement with Oregon Department of Transportation, Rail and Public Transit Division for Operations for the Mt Hood Express Bus Service – *Social Services*
2. Approval of an Intergovernmental Sub-recipient Agreement, Amendment No. 1 with Senior Citizen Council of Clackamas County to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*

3. Approval of a Non-Federal Sub-recipient Agreement with Northwest Family Services for Evidence-Based Parenting Education Classes – *Children, Youth & Families*
4. Approval of Intergovernmental Agreement with Oregon State University (OSU) for Geographic Information System (GIS) Mapping from OSU's Spatial Health Lab – *Public Health*
5. Approval of an Interagency Services Agreement with the Social Services Division of Health Housing and Human Services For the Transfer of Grant Funds Awarded for Rental Assistance to Homeless Veterans – *Behavioral Health*
6. Approval of a Local Sub-recipient Agreement with Northwest Family Services for Kindergarten Partnership Innovation Services – *Children, Youth & Families*
7. Approval of a Sub-recipient Agreement with Clackamas Women's Services for Evidence-based Parenting Education Classes – *Children, Youth & Families*
8. Approval of a Sub-recipient Agreement with Todos Juntos for Evidence-Based Parenting Education Classes – *Children, Youth & Families*

**B. Elected Officials**

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

**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.**

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)

# Camp HOPE Oregon



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Catherine Koch, LCSW  
Clackamas Women's Services  
Children's Program Coordinator

# Today's Agenda



- Camp HOPE Oregon
  - Key Elements of the Model
  - Highlights from 2016
- Camp HOPE America Affiliation
  - National Results from Hope Study (2016)
- Questions and Answers



# What is Camp HOPE?

- Camp HOPE was created in 2003 to offer healing and hope to kids who have been exposed to violence
- Evidence- and Value-Based Curriculum
  - Intentional Programming
    - *Theme of the Day (“I am becoming my best self”)*
    - *Small Groups*
    - *Character Trait Awards*
    - *Campfires & Where Did You See Hope?*
  - Challenge by Choice
  - Hope Study



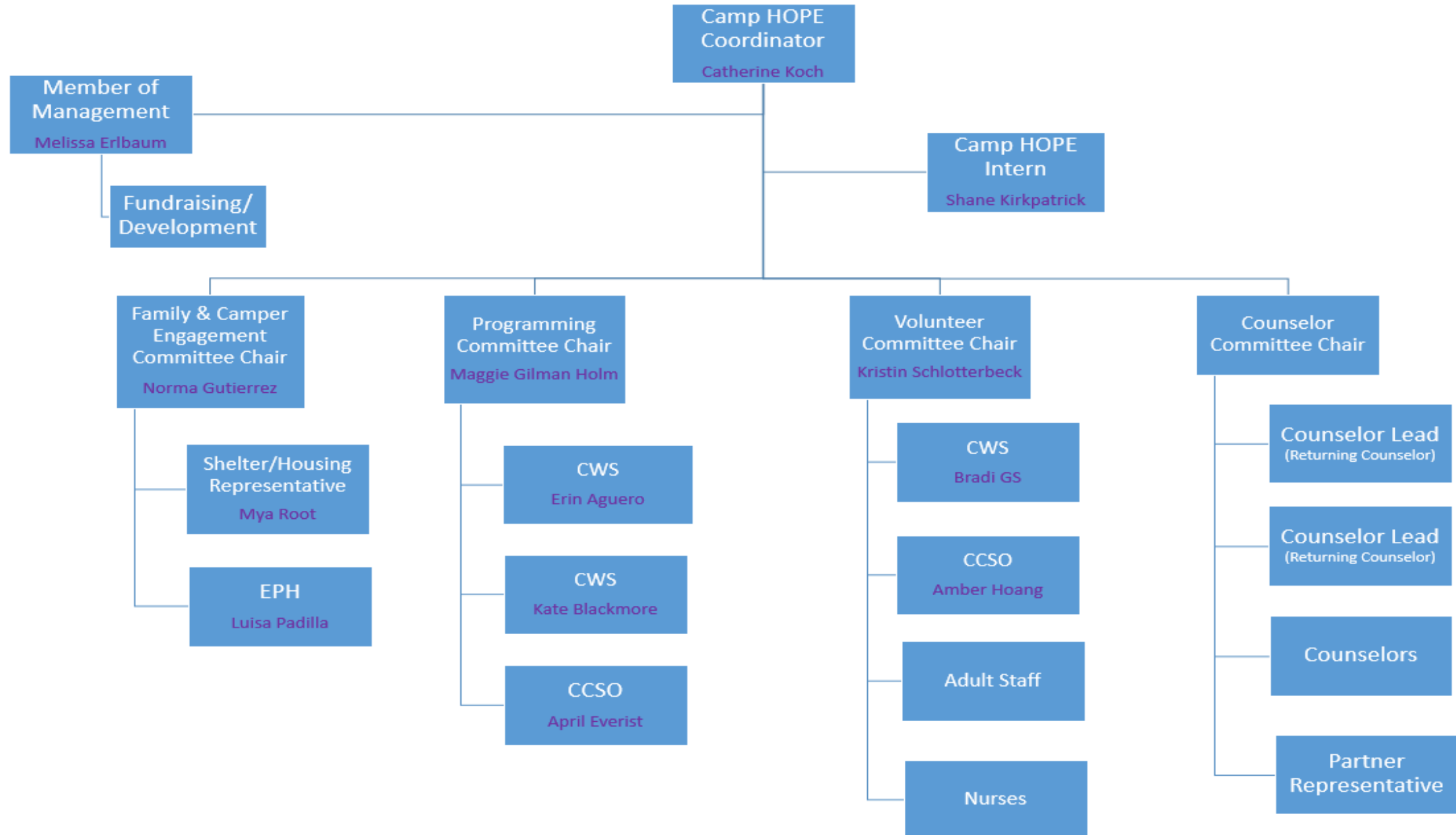


# AND it's is so much more than camp!

- Family Events
- Camp HOPE Reunions
- Parent/Guardian Group
- Camp Counselors

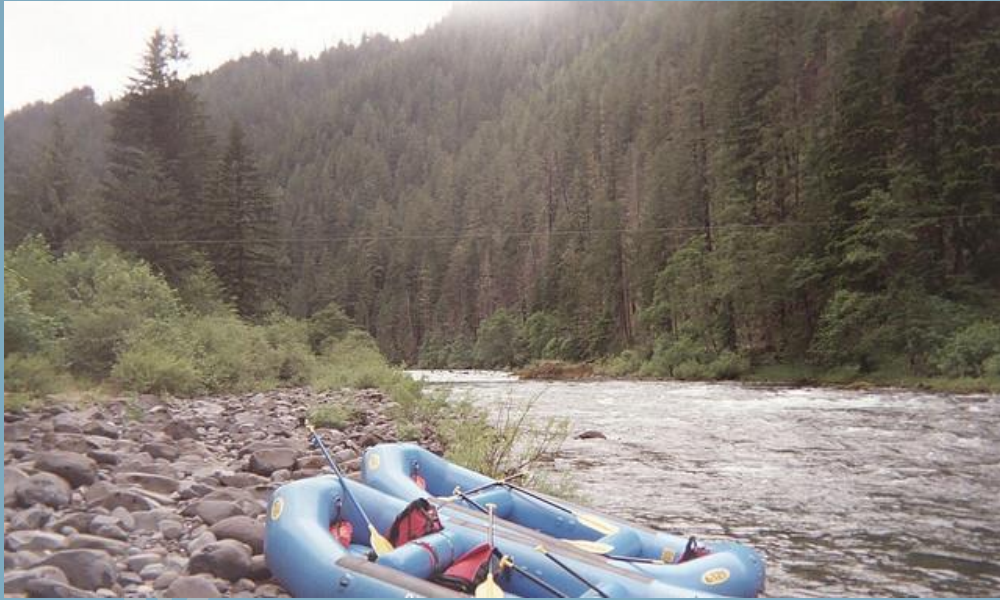


# Camp HOPE Oregon's Organizational Map





# Camp HOPE Oregon: In a Nutshell!





# Camp HOPE Oregon: 2016 in Review

- Goal: Ongoing Camp HOPE Reunions
  - Events every other month
  - Building Community Partnerships and Team Structure
- Pumpkin Patch in October
  - Collaboration with CSSO and Community Corrections!
- Winter Reunion in December
  - Collaboration with Nana's Closet—The Milwaukie Elks Club!
- Red Carpet Event—February
  - Private Movie Screening at Hilltop Cinema
- Camp HOPE Oregon 2017
  - Camp Arrah Wanna
  - Planning is already in progress!





# Camp HOPE Oregon 2016

50 kids had the opportunity to attend  
Camp HOPE this year!

## The Highlights

- **Classic Camp: Ages 7-11 year olds**
  - 27 campers → 13 girls, 14 boys
- **High Adventure Camp: 11-14 year olds**
  - 23 campers → 15 girls, 8 boys
- **13 Camp Counselors received domestic/sexual violence and youth specific training**
- **38 Staff/Volunteers**
  - 29 volunteers from community or FJC partnerships
  - 4 Volunteer Nurses
  - 6 visitors from Olympia FJC—Camp HOPE Washington







Just a few of  
our favorites 😊





# A HUGE Thank You to our Volunteers!





# A Day at the Pumpkin Patch



Camp HOPE is more than just a week-long summer camp. We are dedicated to creating space for activities that will allow campers and their families to continue building positive relationships within their community, with their camp counselors and camp friends! Following the 2016 session, Camp HOPE Oregon will be hosting reunions every other month for campers, their siblings and guardians.





Face Painting—Family Photos  
Pumpkin Painting  
Planting Lettuce  
Harvesting Lettuce





# Camp HOPE Winter Reunion

We spent the day bowling, playing Bingo and Loteria, making ornaments, winning prizes and hanging out with Santa. There's no better way to spread holiday cheer than spending the day with our favorite friends from camp!





# Gifts of Hope





# 2016 National Results

- 5 Participating Sites: California, Tulsa, Texas, Oregon, Oklahoma City
- 9 more sites to be affiliated in 2017

The HOPE Index is distributed 3 times  
30 days before camp  
Last day of camp  
30 days after camp

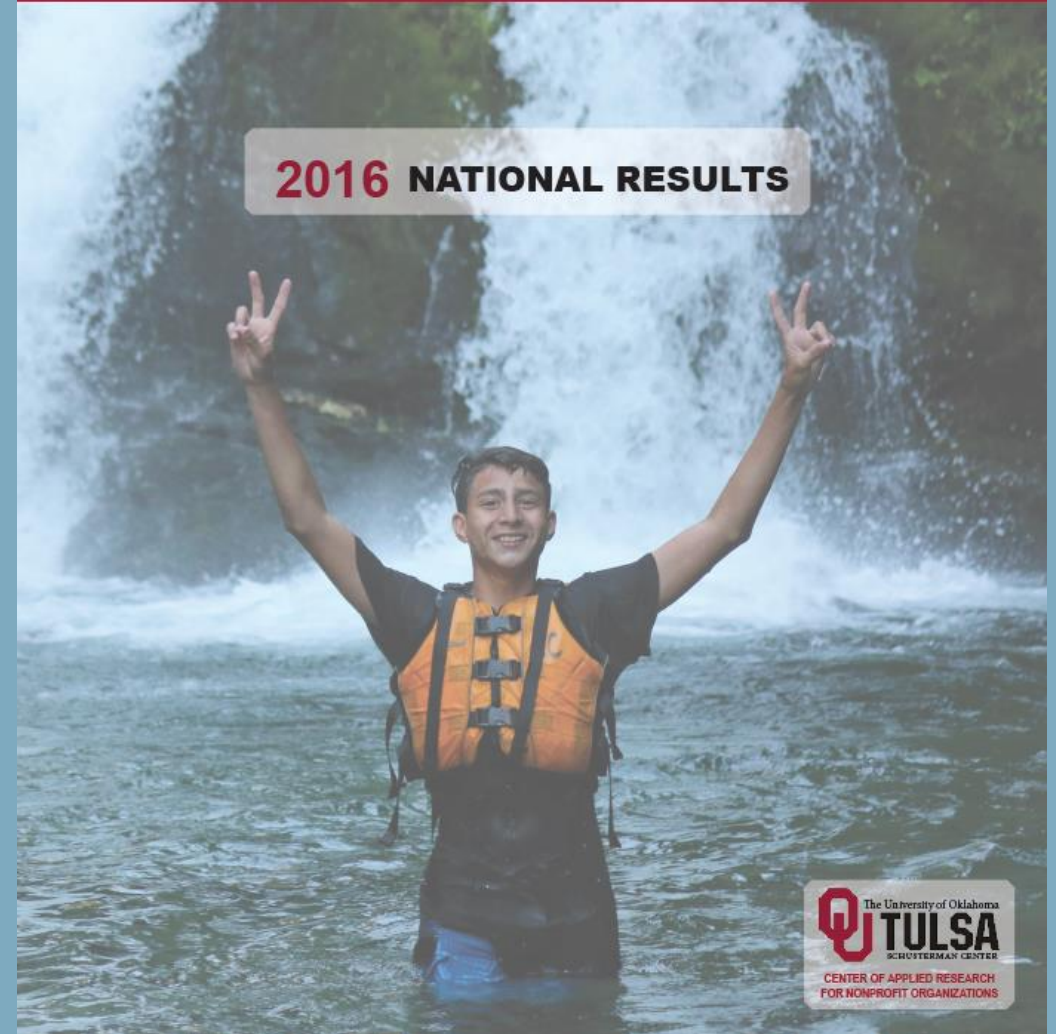
- Hope Defined:
  - Hope is a positive motivational state that is based on a derived sense of successful *willpower* (agency), and *waypower* (pathways) toward a goal.
- Two main components of hope:
  - Pathways: Mental plans, Strategies
  - Agency : Commitment, Determination, Motivation



## Camp HOPE America

as an Intervention for Children Exposed to Domestic Violence:  
A Program Evaluation of Hope and Positive Youth Development  
Prepared by Chan Hellman and Jessica A. Feeley, University of Oklahoma

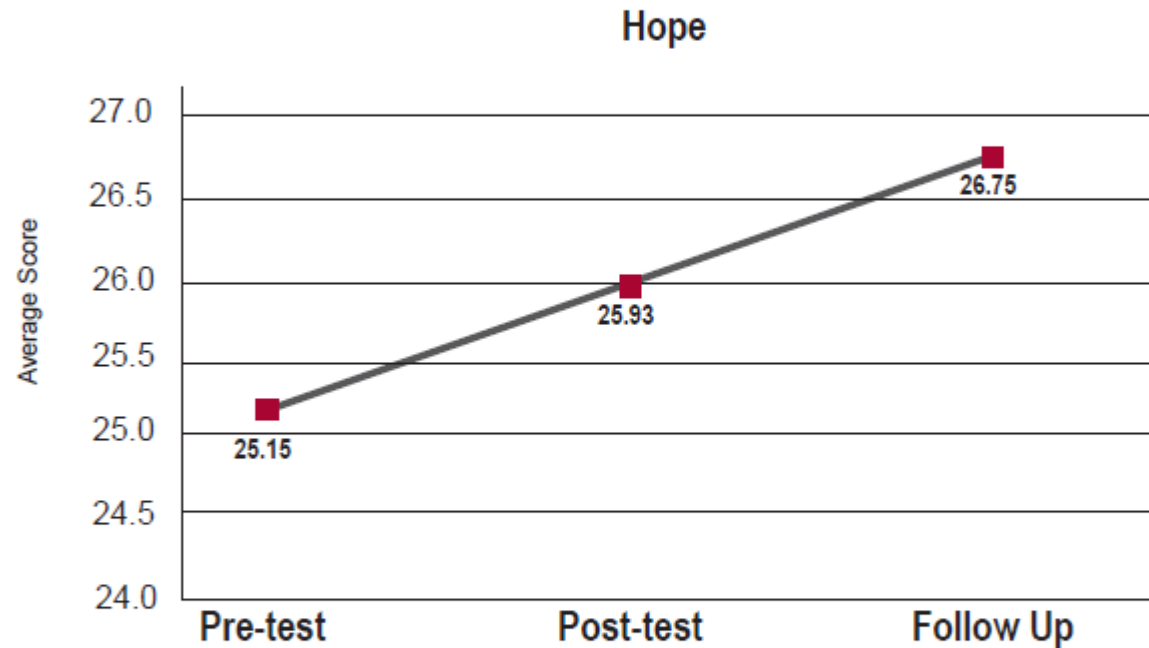
### 2016 NATIONAL RESULTS



## RESULTS: CHILD SELF-REPORT

Graph 1.

### Children's Hope Index



*Hope reflects the individual's capacity to develop pathways and dedicate agency toward desirable goals.*

Graph 1 presents the total mean scale scores for the Children's Hope Scale.



## Hope Scale Survey Results 2016

This graph represents the total mean scores for children who participated in the Hope survey.

An average increase of 1.6 on the Hope Index was shown from pre to post tests for children's participating in the study.

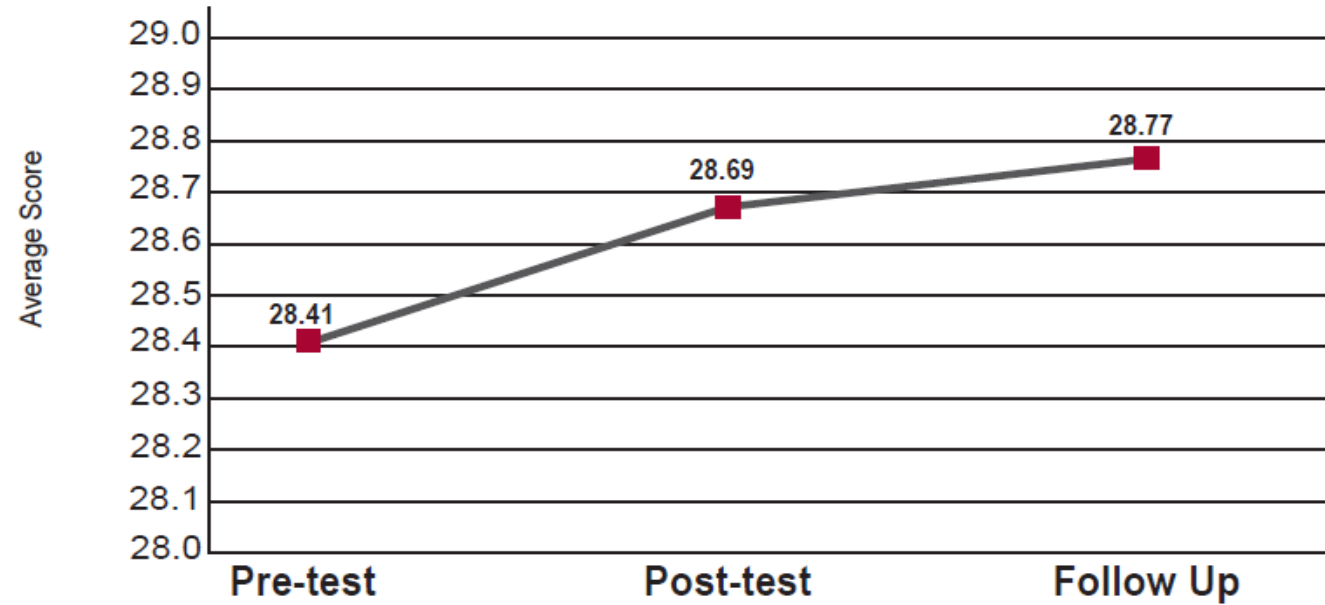
**Hope reflects the individual's capacity to develop pathways and dedicate agency toward desirable goals.**

# HOPE Scale Survey Results 2016

## Resiliency measures

Graph 8.

### *Children's Resiliency Score*



Graph 8 presents the total mean scale scores for the Children's Resiliency Scale.



## Counselor Observable Assessment

Table 2.

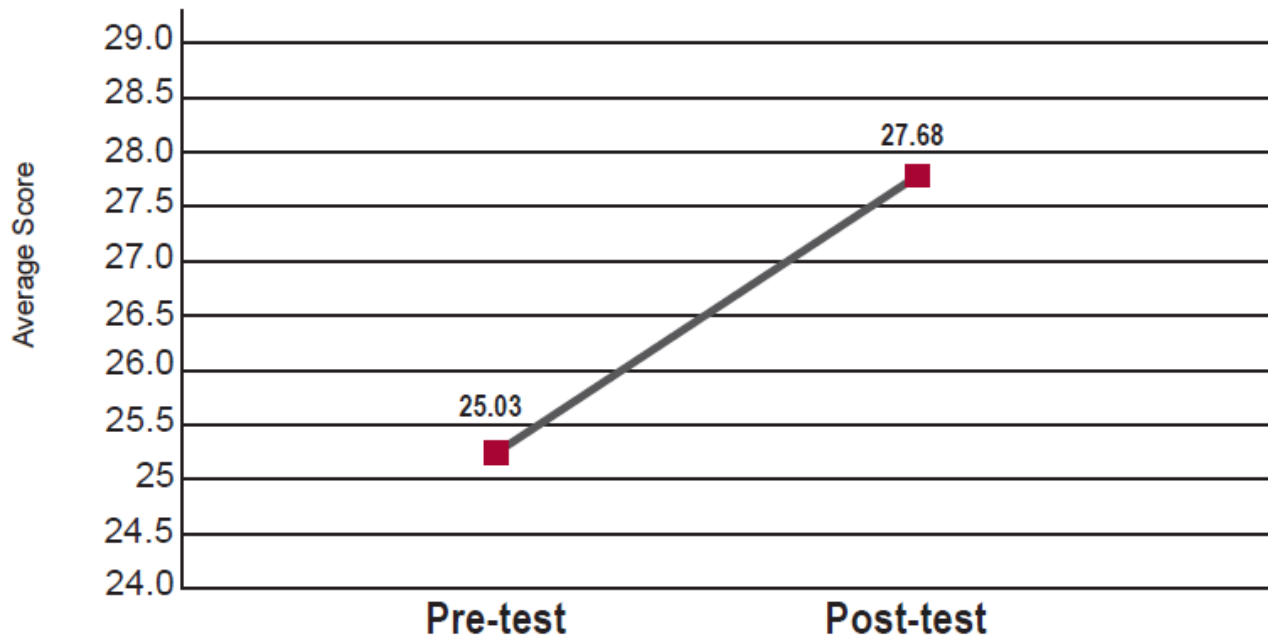
### *Character strengths assessed at Camp HOPE*

<b>Character Strength:</b>	<b>Definition</b>
<b>Zest:</b>	An approach to life filled with anticipation, excitement, and energy.
<b>Grit:</b>	Perseverance and passion for long-term goals.
<b>Optimism:</b>	The expectation that the future holds positive possibilities and likelihoods.
<b>Self-Control:</b>	Capacity to regulate thoughts, feelings, and behaviors when they conflict with interpersonal goals.
<b>Gratitude:</b>	Appreciation for the benefits received from others and a desire to reciprocate with positive actions.
<b>Curiosity:</b>	Search for information for its own sake. Exploring a wide range of information when solving problems.
<b>Social Intelligence:</b>	Being aware of the motives and feelings of other people.

## RESULTS: CAMP COUNSELOR OBSERVATIONAL ASSESSMENT

Graph 9.

*Counselor Observation of Camper Hope*



## Hope Scale Survey Results 2016 Counselor Assessment Tool

This graph represents the total mean scores for change in Hope as observed by Camp Counselors.

An average increase of 2.65 on was shown from pre to post tests.

The Counselor Assessment Tool  
is distributed 2 times  
First Day of Camp  
Last Day of Camp



# Get involved

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- Become a HOPE GIVER by making a gift to or become a sponsor for Camp HOPE Oregon at [www.cwsor.org](http://www.cwsor.org) or calling 503-655-8600.
- Apply to become a Camp Counselor <http://www.cwsor.org/safe-place/camp-hope-oregon/new-camp-counselor-application/>
- Volunteer your time or sponsor a Camp HOPE event by donating goods, services or space [www.cwsor.org](http://www.cwsor.org) or calling 503-655-8600.



# NORTH CLACKAMAS PARKS & RECREATION DISTRICT

Administration

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

March 9, 2017

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

Members of the Board:

Approval of a Strategic Partnership Purchase and Sale Agreement between the North Clackamas Parks and Recreation District (NCPRD) and the North Clackamas School District #12 (School District)

<b>Purpose/ Outcomes</b>	<ul style="list-style-type: none"> <li>• NCPRD sells Hood View Park for \$18.7 million to School District</li> <li>• NCPRD receives Concord Elementary School (assigned value is \$1.59 million)</li> <li>• NCPRD receives Lake Road Administration Building (assigned value is \$1.33 million)</li> <li>• NCPRD receives the balance of the value of Hood View Park in cash equal to \$15.78 million less transaction costs</li> </ul>
<b>Dollar Amount and Fiscal Impact</b>	<ul style="list-style-type: none"> <li>• NCPRD receives \$15.78 million in cash proceeds from the sale of Hood View Park</li> <li>• Allows NCPRD to pay off outstanding debt relating to Hood View Park</li> <li>• Future public process regarding use of remaining proceeds</li> </ul>
<b>Funding Source</b>	N/A
<b>Duration</b>	Perpetual ownership of land after closing
<b>Previous Board Action</b>	Previously discussed at the BCC Policy Session on 2/7/17
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Build public trust through good government – Developing and maintaining strong strategic partnerships and leveraging public investment for broad community benefit</li> <li>• Build a strong infrastructure – Acquiring two facilities to provide recreation opportunities and house administrative functions for the District and the ability to reinvest capital funds throughout the District</li> <li>• Ensure safe, healthy and secure communities – Enhancing recreational offerings and promoting greater access to wellness programs; Answering citizen calls for more recreational opportunities in underserved areas of the District</li> </ul>
<b>Contact Person</b>	Scott Archer, <i>NCPRD Director</i> , 503-742-4421 Kathryn Krygier, <i>Planning &amp; Development Manager</i> , 503-742-4358

### BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD) staff is seeking approval of a Strategic Partnership Purchase and Sale Agreement (Agreement) with North Clackamas School District #12 (School District). This strategic partnership would facilitate an exchange of NCPRD-owned Hood View Park property in Happy Valley for the School District’s vacated Concord Elementary School building in Oak Grove, their former Lake Road Administration Building (Administration Building) in Milwaukie, and cash.

This strategic partnership would provide new amenities and community spaces to meet the needs of the citizens of both districts. If approved, NCPRD would own Concord Elementary School, a significant historic property in an underserved area of the District. NCPRD would also own the Administration Building which has the potential to be developed into a neighborhood park, NCPRD offices and/or other community use. In addition to receiving these properties, NCPRD would receive \$15.78 million in cash less transaction costs. The proposed partnership would allow NCPRD to deconcentrate the capital currently held in Hood View Park to allow for more investment across a broader geographic area of NCPRD.

Discussions between NCPRD and School District staff have continued after the proposed transaction was first publicly discussed. In these conversations, NCPRD staff has learned more about the School District's real property portfolio and expressed an interest in exploring the possibility of acquiring other School District assets (potentially in exchange for the former Administration Building) that might provide even greater opportunities to improve park and recreation services for its residents. Staff anticipates continued exploration of these additional properties during the due diligence period outlined in the proposed Agreement.

If an asset is identified and terms can be reached, it is possible that the Agreement would be proposed to be amended to substitute this new asset as part of the transaction in lieu of the former Administration Building. The NCPRD Board would be able to consider and accept or reject any proposed updates to the terms and conditions of the Agreement at its discretion. The parties remain confident and committed to the Strategic Partnership and the continued exploration of other opportunities and options.

If this strategic partnership agreement is approved, staff will conduct extensive public outreach through the District Advisory Board to develop options on how to best use the newly acquired buildings and how to reinvest the cash proceeds for NCPRD Board consideration and direction. Some of the cash, however, would be required to pay off the Hood View Park debt of \$5,160,000. In addition, \$1,937,528 is designated as Metro Natural Area bond funds and would need to be reinvested in a qualifying project(s).

NCPRD Advisory Board has reviewed and recommended approval of this Strategic Partnership Purchase and Sale Agreement.

County Counsel developed and has approved the language of the Strategic Partnership Purchase and Sale Agreement.

**RECOMMENDATION:**

Staff recommends the Board approve the Strategic Partnership Purchase and Sale Agreement with the School District and authorize the Director or Deputy Director of Business and Community Services to execute all documents necessary to effectuate the same.

**ATTACHMENT:**

1. Purchase and Sale Agreement

Respectfully submitted,

Scott Archer, Director  
North Clackamas Parks and Recreation District



**NORTH CLACKAMAS SCHOOL DISTRICT &  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT  
STRATEGIC PARTNERSHIP  
PURCHASE AND SALE AGREEMENT**

THIS STRATEGIC PARTNERSHIP PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of the last date of signature indicated below (the “Effective Date”), by and between North Clackamas School District (the “District”), an Oregon municipal entity, and North Clackamas Parks and Recreation District (“NCPRD”), a county service district established pursuant to Oregon law.

**RECITALS**

NCPRD is the owner of an approximately 36 acre park site located in the County of Clackamas, State of Oregon, commonly known as Hood View Park, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (“Hood View”).

The District is the owner of approximately 5.97 acres of real property located at 3811 SE Concord Road, Milwaukie, in the County of Clackamas, State of Oregon, commonly known as Concord Elementary, and more particularly described in Exhibit B attached hereto and incorporated herein by reference (“Concord”).

The District is the owner of approximately 2.59 acres of real property located at 4444 SE Lake Road, Milwaukie, in the County of Clackamas, State of Oregon, commonly known as the Lake Road Administration Building, and more particularly described in Exhibit C attached hereto and incorporated herein by reference (“Admin Building”).

This Agreement contemplates an exchange of all three properties listed above plus cash considerations. The District desires to purchase Hood View, and NCPRD is willing to sell Hood View in return for Concord, the Admin Building, and \$15.78 million in cash. The terms of this Agreement are as follows:

**TERMS**

1. **Purchase and Sale.** NCPRD agrees to sell and convey Hood View to the District. The District agrees to sell and convey to NCPRD both Concord and the Admin Building upon the terms and conditions set forth in this Agreement.
2. **Purchase Price.** The Purchase Price to be paid by the District for Hood View shall be EIGHTEEN MILLION SEVEN HUNDRED THOUSAND 00/100 DOLLARS (\$18,700,000.00), consisting of Concord with a valuation of One Million Five Hundred Ninety Thousand and 00/100 Dollars (\$1,590,000.00), the Admin Building with a valuation of One Million Three Hundred Thirty Thousand and 00/100 Dollars

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(\$1,330,000.00) and cash in an amount of Fifteen Million Seven Hundred Eighty Thousand and 00/100 Dollars (\$15,780,000.00) (collectively, the "Purchase Price").

3. **Payment of Purchase Price.** The Purchase Price shall be payable as follows:
  - a) Deposit. Within ten (10) days after execution of this Agreement, District shall deposit into escrow the sum of ONE HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED and 00/100 DOLLARS (\$157,800.00) (the "Escrow Deposit") to \_\_\_\_\_ Title Company ("Escrow Holder" or "Title Company"). At Closing, the Escrow Deposit, together with interest on it, if any, shall be credited toward payment of the Purchase Price.
  - b) Cash Balance. On or before the closing date, District shall deposit into escrow cash via a wire transfer of funds, a certified check, or a cashier's check for the balance of the cash portion of the Purchase Price.
  - c) Real Property. On or before the closing date, the District shall deposit into escrow deeds to convey Concord and the Admin Building, and NCPRD shall deposit into escrow a deed conveying Hood View.
4. **Closing Date.** This transaction shall close no later than one hundred and twenty (120) days after execution of this Agreement, unless otherwise extended as set forth herein (the "Closing Date" or "Closing").
5. **Conditions Precedent to Closing.**
  - a) Conditions Precedent to NCPRD's Obligations. In addition to any other conditions contained in this Agreement, the following conditions precedent must be satisfied before NCPRD will become obligated to sell Hood View and acquire Concord and the Admin Building under this Agreement. These conditions are intended solely for NCPRD's benefit and NCPRD shall have the sole right and discretion to waive or not waive, by written notice, any of the conditions. In the event any such condition precedent is not satisfied or waived on or before Closing, or other date as set forth herein, NCPRD shall have the right to terminate this Agreement, and to exercise any other remedy available. The conditions precedent are:
    - i) Title Report. Within fifteen (15) days following the Effective Date of this Agreement, NCPRD shall order at its own expense a preliminary Title Report covering Concord and the Admin Building, together with legible copies of all plats and exceptions to title referenced in the Title Report.
      - A. Within thirty (30) days of receiving the Title Report and the Exceptions documents, NCPRD shall reasonably determine and provide written notice to District of any special exceptions that

NCPRD shall require District to remove of record at or before Closing (the “Unacceptable Exceptions”). Special exceptions not objected to are referred to as “Permitted Exceptions.” Within fifteen (15) days of receipt of the list Unacceptable Exceptions, District shall inform NCPRD in writing that District shall remove such exceptions at District’s sole cost at or before closing or inform NCPRD in writing that it is unable to remove any such exception. In the event that there are any Unacceptable Exceptions which District does not agree to remove at or before closing, the Parties will work together in good faith to reach a resolution. If no resolution can be reached, then NCPRD shall have the option to either accept title to the Property subject to such exception, and the exception shall thereafter be considered a Permitted Exception, or NCPRD may terminate this Agreement and the Escrow Deposit shall be refunded.

B. All new exceptions appearing on subsequent title reports shall be considered Unacceptable Exceptions, unless accepted in writing by NCPRD. If any condition is not acceptable to NCPRD, it shall have the option to terminate this Agreement and must exercise such right in writing within 15 days of receiving notice of a subsequent title exception.

- ii) Title. At Closing the District shall convey fee simple title to Concord and the Admin Building by statutory warranty deed. Title shall be good and marketable and shall be insurable for their components of the Purchase Price as such at ordinary rates pursuant to an ALTA standard owner’s title insurance policy issued at Closing by the Title Company insuring fee simple title vested in NCPRD or its nominees and free and clear of all liens and encumbrances except for the Permitted Exceptions as defined below (the “Title Policy”).
- iii) Environmental Review. Before Closing, NCPRD may, at its expense, engage consultants, surveyors or engineers of NCPRD's choosing to conduct environmental studies, soil analyses, surveys, and appraisals of Concord and/or the Admin Building as NCPRD in its sole discretion deems necessary. Within ten (10) days after the Effective Date, District shall deliver to NCPRD a copy of all environmental studies or analyses relating to Concord and the Admin Building within its possession or control. NCPRD or its agents shall have the right to enter Concord and the Admin Building at reasonable times before Closing to make such tests, inspections, soil analyses, studies, surveys, appraisals and other investigations as NCPRD may require, at NCPRD's sole discretion.



District shall cooperate with NCPRD in making such tests and studies. Any area disturbed by such tests and studies shall be restored by NCPRD, at NCPRD's expense, to its pre-inspection condition. It shall be a condition to Closing that the results of such environmental studies, surveys or analyses be acceptable to NCPRD in its sole discretion. Within one hundred and twenty (120) days of the Effective Date, NCPRD shall notify the District if NCPRD cannot accept the Property due to the results of its investigation under this section. If NCPRD and District have not reached an agreement regarding the items disclosed in the investigation within seventy-five (75) days of the Effective Date then NCPRD may, at its option and upon written notice to District, terminate this Agreement, in which case the Escrow Deposit and accrued interest shall be refunded to District.

- iv) Boundaries/Access; Delivery of Surveys and Reports. It is a condition to Closing that: (1) there are no discrepancies in the boundaries of Concord and the Admin Building; (2) there are no encroachments or prescriptive or adverse rights on or affecting Concord and the Admin Building or any portion thereof; and (3) Concord and the Admin Building have insurable vehicular access. If NCPRD notifies District prior to the Closing Date that any of the requirements are not satisfied, the Closing Date shall be automatically extended for a 45-day period so that District and NCPRD may address the issue(s). If at the end of the 45-day period, NCPRD and District have not reached an agreement regarding the items disclosed in the investigation, then NCPRD may, at its option and upon written notice to District, terminate this Agreement, in which case the Escrow Deposit and accrued interest shall be refunded. Within ten (10) days after execution of this Agreement, District shall deliver to NCPRD a copy of all surveys made of Concord and the Admin Building and in the possession of District, as well as any environmental or other reports, test data or studies relating specifically to the Property and in District's possession or control. If District knows of any such surveys, studies or reports that are not in District's possession, District shall notify NCPRD of the existence of such reports.
- v) Delivery of Property. District shall deliver Concord and the Admin Building free and clear of any encumbrances.
- vi) Representations, Warranties, and Covenants of District. The District shall have duly performed every act to be performed by the District hereunder and the District's representations, warranties, and covenants set forth in this Agreement shall be true and correct as of the Closing Date.

- vii) No Material Changes. At the Closing Date, there shall have been no material adverse changes related to or connected with Concord and/or the Admin Building.
  - viii) District's Deliveries. The District shall have timely delivered each item to be delivered by the District pursuant to this Agreement. In the event that NCPRD does not object to the timeliness of delivery of any document(s) within five (5) days of their receipt by NCPRD, this condition shall be deemed waived with regards to any such documents.
  - ix) Title Insurance. As of the close of the escrow, the Escrow Holder shall have issued or committed to issue the Title Policy to NCPRD.
  - x) Taxes. District agrees that all taxes, assessments and encumbrances that may be a lien against Concord and the Admin Building at Closing (such as assessment districts, right-of-way fees, improvement districts, etc.), whether or not those charges would constitute a lien against Concord or the Admin Building at settlement, shall be satisfied of record by District.
- b) Conditions Precedent to District's Obligations. In addition to any other conditions contained in this Agreement, the following conditions precedent must be satisfied before District will become obligated to sell Concord and the Admin Building and acquire Hood View under this Agreement. These conditions are intended solely for the District's benefit and the District shall have the sole right and discretion to waive or not waive, by written notice, any of the conditions. In the event any such condition precedent is not satisfied or waived on or before Closing, or other date as set forth herein, District shall have the right to terminate this Agreement, and to exercise any other remedy available. The conditions precedent are:
- i) Title Report. Within fifteen (15) days following the Effective Date of this Agreement, District shall order at its own expense a preliminary Title Report covering Hood View, together with legible copies of all plats and exceptions to title referenced in the Title Report.
    - A. Within thirty (30) days of receiving the Title Report and the Exceptions documents, District shall reasonably determine and provide written notice to NCPRD of any special exceptions that District shall require NCPRD to remove of record at or before Closing (the "Unacceptable Exceptions"). Special exceptions not objected to are referred to as "Permitted Exceptions." Within fifteen (15) days of receipt of the list Unacceptable Exceptions, NCPRD shall inform District in writing that NCPRD shall remove such exceptions at NCPRD's sole cost at or before closing or inform District in writing that it is unable to remove any such exception. In



the event that there are any Unacceptable Exceptions which NCPRD does not agree to remove at or before closing, the Parties will work together in good faith to reach a resolution. If no resolution can be reached, then District shall have the option to either accept title to the Property subject to such exception, and the exception shall thereafter be considered a Permitted Exception, or District may terminate this Agreement and the Escrow Deposit shall be refunded to District.

- B. All new exceptions appearing on subsequent title reports shall be considered Unacceptable Exceptions, unless accepted in writing by District. If any condition is not acceptable to District, it shall have the option to terminate this Agreement and must exercise such right in writing within 15 days of receiving notice of a subsequent title exception.
- ii) Title. At Closing NCPRD shall convey fee simple title to Hood View by statutory warranty deed. Title shall be good and marketable and shall be insurable for the Purchase Price as such at ordinary rates pursuant to an ALTA standard owner's title insurance policy issued at Closing by the Title Company insuring fee simple title vested in District or its nominees and free and clear of all liens and encumbrances except for the Permitted Exceptions as defined below (the "Title Policy").
- iii) Environmental Review. Before Closing, District may, at its expense, engage consultants, surveyors or engineers of District's choosing to conduct environmental studies, soil analyses, surveys, and appraisals of Hood View as District in its sole discretion deems necessary. Within ten (10) days after the Effective Date, NCPRD shall deliver to District a copy of all environmental studies or analyses relating to the Property within its possession or control. District or its agents shall have the right to enter Hood View at reasonable times before Closing to make such tests, inspections, soil analyses, studies, surveys, appraisals and other investigations as District may require, at District's sole discretion. NCPRD shall cooperate with District in making such tests and studies. Any area disturbed by such tests and studies shall be restored by District, at District's expense, to its pre-inspection condition. It shall be a condition to Closing that the results of such environmental studies, surveys or analyses be acceptable to District in its sole discretion. Within sixty (60) days of the Effective Date, District shall notify NCPRD if District cannot accept Hood View due to the results of its investigation under this section. If NCPRD and District have not reached an agreement regarding the items disclosed in the investigation within seventy-five (75)

days of the Effective Date then District may, at its option and upon written notice to NCPRD, terminate this Agreement, in which case the Escrow Deposit and accrued interest shall be refunded to District.

- iv) Boundaries/Access; Delivery of Surveys and Reports. It is a condition to Closing that: (1) there are no discrepancies in the boundaries of Hood View; (2) there are no encroachments or prescriptive or adverse rights on or affecting Hood View or any portion thereof; and (3) Hood View has insurable vehicular access. If District notifies NCPRD prior to the Closing Date that any of the requirements are not satisfied, the Closing Date shall be automatically extended for a 45-day period so that District and NCPRD may address the issue(s). If at the end of the 45-day period, NCPRD and District have not reached an agreement regarding the items disclosed in the investigation, then District may, at its option and upon written notice to NCPRD, terminate this Agreement, in which case the Escrow Deposit and accrued interest shall be refunded. Within ten (10) days after execution of this Agreement, NCPRD shall deliver to District a copy of all surveys made of Hood View in the possession of NCPRD, as well as any environmental or other reports, test data or studies relating specifically to the Property and in NCPRD's possession or control. If NCPRD knows of any such surveys, studies or reports that are not in NCPRD's possession, NCPRD shall notify District of the existence of such reports.
- v) Delivery of Property. NCPRD shall deliver Hood View free and clear of any encumbrances.
- vi) Representations, Warranties, and Covenants of District. NCPRD shall have duly performed every act to be performed by NCPRD hereunder and the NCPRD's representations, warranties, and covenants set forth in this Agreement shall be true and correct as of the Closing Date.
- vii) No Material Changes. At the Closing Date, there shall have been no material adverse changes related to or connected with Hood View.
- viii) District's Deliveries. NCPRD shall have timely delivered each item to be delivered by NCPRD pursuant to this Agreement. In the event that the District does not object to the timeliness of delivery of any document(s) within five (5) days of their receipt by District, this condition shall be deemed waived with regards to any such documents.
- ix) Title Insurance. As of the close of the escrow, the Escrow Holder shall have issued or committed to issue the Title Policy to District.
- x) Taxes. NCPRD agrees that all taxes, assessments and encumbrances that may be a lien against Hood View at Closing (such as assessment districts,



right-of-way fees, improvement districts, etc.), whether or not those charges would constitute a lien against the property at settlement, shall be satisfied of record by District.

- c) Failure of Conditions to Closing. In the event any of the conditions set forth in Section 5(a) or (b) are not timely satisfied or waived, for a reason other than the default of NCPRD or the District under this Agreement:
  - i) This Agreement, the escrow, and the rights and obligations of NCPRD and the District shall terminate, except as otherwise provided herein; and
  - ii) The Escrow Holder is hereby instructed to promptly return to the District and NCPRD all funds and documents deposited by them, respectively, in escrow that are held by the Escrow Holder on the date of the termination.
- d) Cancellation Fees and Expenses. In the event the escrow terminates for whatever reason, the cancellation charges required to be paid by and to the Escrow Holder shall be borne by both parties equally.

**6. Deliveries to Escrow Holder.**

- a) By District. On or before the Closing Date, the District shall deliver the following in escrow to the Escrow Holder:
  - i) Purchase Price. The cash portion of the Purchase Price and District's share of costs and fees.
  - ii) Deed. Statutory warranty deeds duly executed and acknowledged in recordable form by the District, conveying Concord and the Admin Building to NCPRD subject only to the special exceptions acceptable to NCPRD as established under Section 5 of this Agreement, and any other matters that may be approved in writing by NCPRD prior to Closing.
  - iii) Nonforeign Certification. The District represents and warrants that it is not a "foreign person" as defined in IRC §1445. The District will give an affidavit to NCPRD to this effect in the form required by that statute and related regulations.
  - iv) Proof of Authority. Such proof of the District's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of the District to act for and bind the District, as may be reasonably required by the Escrow Holder and/or NCPRD.

- v) Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Escrow Holder in order to issue the Title Policies.
  - vi) Other Documents. Such other fully executed documents and funds, including without limitation, escrow instructions, as are required of District to close the sale in accordance with this Agreement or as may be required by Escrow Holder.
- b) By NCPRD. On or before the Closing Date, NCPRD shall deliver the following in escrow to the Escrow Holder.
- i) Deed. A statutory warranty deed duly executed and acknowledged in recordable form by NCPRD, conveying Hood View to the District subject only to the special exceptions acceptable to the District as established under Section 5 of this Agreement, and any other matters that may be approved in writing by the District prior to Closing.
  - ii) Nonforeign Certification. NCPRD represents and warrants that it is not a "foreign person" as defined in IRC §1445. NCPRD will give an affidavit to the District to this effect in the form required by that statute and related regulations.
  - iii) Proof of Authority. Such proof of NCPRD's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of the District to act for and bind NCPRD, as may be reasonably required by the Escrow Holder and/or the District.
  - iv) Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Escrow Holder in order to issue the Title Policy.
  - v) Other Documents. Such other fully executed documents and funds, including without limitation, escrow instructions, as are required of NCPRD to close the sale in accordance with this Agreement or as may be required by Escrow Holder.
  - vi) Proof of Authority. Such proof of NCPRD's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of



NCPRD to act for and bind NCPRD, as may be reasonably required by the Escrow Holder and/or the District.

7. **Possession at Closing.** Except as otherwise provided herein, the District shall deliver exclusive possession of Concord and the Admin Building to NCPRD at close of escrow, and NCPRD shall deliver exclusive possession of Hood View to the District at close of escrow.
8. **Title Insurance.** At Closing, District shall provide, at its expense, the Title Policies for Concord and the Admin Building, and NCPRD shall provide, at its expense, the Title Policy for Hood View.
9. **Costs.** The Parties shall equally pay the cost of recording the statutory warranty deeds and the memorandums of purchase and sale, and all other recording charges, if any. District shall pay the premium for the Title Policies that District is obligated to provide to NCPRD, and NCPRD shall pay the premium for the Title Policy that NCPRD is obligated to provide to the District. Each party shall pay for all conveyance, excise, and/or transfer taxes payable by reason of the sale of each of the respective property by the entity selling such property. NCPRD and District shall each pay one-half of all escrow fees and costs. NCPRD and the District shall each pay its own legal and professional fees of other consultants incurred by NCPRD and the District, respectively. All other costs and expenses shall be allocated between NCPRD and the District in accordance with the customary practice in Clackamas County, Oregon.
10. **District's Representations and Warranties.** District hereby warrants and represents to NCPRD the following matters, and acknowledges that they are material inducements to NCPRD to enter into this Agreement. Subject to the limits of the Oregon Tort Claim Act and the Oregon Constitution, District agrees to indemnify, defend, and hold NCPRD harmless from all expense, loss, liability, damages and claims, arising out of the breach or falsity of any of District's representations, warranties, and covenants. These representations, warranties, and covenants shall survive Closing. District warrants and represents to NCPRD that the following matters are true and correct, and shall remain true and correct through and as of Closing:
  - a) **Authority.** District has full power and authority to enter into this Agreement (and the persons signing this Agreement for District, if District is not an individual, have full power and authority to sign for District and to bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to Concord and the Admin Building in accordance with this Agreement. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.
  - b) **Legal Access.** To the best of District's knowledge, both Concord and the Admin Building have insurable vehicular access to a public road.

- c) Hazardous Substances. For purposes of this Agreement, the phrase "Hazardous Substances" shall include but not be limited to the substances defined in ORS 465.200. District warrants, represents, and covenants as follows:
- i) To the knowledge of District, there are no Hazardous Substances in, upon, or buried on or beneath Concord or the Admin Building and no Hazardous Substances have been emitted or released from Concord or the Admin Building in violation of any environmental laws of the federal or state government;
  - ii) To the knowledge of the District, no Hazardous Substances have been brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, emitted, released from, or produced or disposed of, from or on Concord or the Admin Building, in violation of any environmental laws of the federal or state government;
  - iii) To the knowledge of District, no previously undisclosed underground storage tanks are located on Concord or the Admin Building, including (without limitation) any storage tanks that contain, or previously contained, any Hazardous Substances, and District agrees not to cause or permit any such tanks to be installed in Concord or the Admin Building before Closing;
  - iv) To the knowledge of District, Concord and the Admin Building are materially in compliance with applicable state and federal environmental standards and requirements affecting it;
  - v) The District has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to Concord or the Admin Building;
  - vi) The District has not transferred Hazardous Substances from Concord or the Admin Building to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements. To the best of the District's knowledge, no other person has transferred Hazardous Substances from Concord or the Admin Building to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements; and
  - vii) There are no proceedings, administrative actions, or judicial proceedings pending or, to the best of District's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.



- d) Contracts, Leases, Rights Affecting Property. District has not entered into, and will not enter into, any other contracts for the sale of Concord or the Admin Building, nor do there exist nor will there be any rights of first refusal, options to purchase Concord or the Admin Building, leases, mortgages, licenses, easements, prescriptive rights, permits, or other rights or agreement, written or oral, express or implied, which in any way affect or encumber Concord or the Admin Building or any portion thereof, excluding the continued occupancy arrangement described in Section 5(a)(vi) hereof. The District has not sold, transferred, conveyed, or entered into any agreement regarding timber rights, mineral rights, water rights, “air rights,” or any other development or other rights or restrictions, relating to Concord or the Admin Building, and to District’s knowledge no such rights encumber Concord or the Admin Building, and will not through Closing.
- e) No Legal Proceedings. There is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against Concord or the Admin Building, or any portion thereof, or pending or threatened against District which could affect District's right or title to Concord or the Admin Building, or any portion thereof, affect the value of Concord or the Admin Building or any portion thereof, or subject an owner of Concord or the Admin Building, or any portion thereof, to liability.
- f) Mechanics and Other Liens. No work on Concord or the Admin Building has been done or will be done, or materials provided, giving rise to actual or impending mechanic's liens, private liens, or any other liens, against Concord or the Admin Building or any portion thereof.
- g) Public Improvements or Governmental Notices. To the best of District's knowledge, there are no intended public improvements which will result in the creation of any liens upon Concord or the Admin Building or any portion thereof, nor have any notices or other information been served upon District from any governmental agency notifying District of any violations of law, ordinance, rule or regulation which would affect Concord or the Admin Building or any portion thereof.
- h) Breach of Agreements. The execution of this Agreement will not constitute a breach or default under any agreement to which District is bound or to which Concord or the Admin Building is subject.
- i) Possession. Except as specifically provided for herein, District will be able to deliver immediate and exclusive possession of the entirety of Concord and the Admin Building to NCPRD at the close of escrow, and no one other than District will be in possession of any portion of Concord or the Admin Building immediately prior to close of escrow.
- j) Bankruptcy Proceedings. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other

proceedings are pending or, to the best of District's knowledge, threatened against the District, nor are any such proceedings contemplated by District.

- k) Recitals. The statements and information set forth in the Recitals are true and correct.
- l) Changed Conditions. If District discovers any information or facts that would materially change the foregoing warranties and representations or the transactions contemplated by this Agreement, District shall immediately give written notice to NCPRD of those facts and information. If any of the foregoing warranties and representations cease to be true before the close of escrow, District shall be obligated to use its best efforts to remedy the problem, at its sole expense, before the close of escrow. If the problem is not remedied before close of escrow, NCPRD may elect to either: (a) terminate this Agreement in which case NCPRD shall have no obligation to purchase Concord or the Admin Building and all escrow payments shall be refunded, or (b) defer the Closing Date for a period not to exceed ninety (90) days or until such problem has been remedied, whichever occurs first. If the problem is not remedied within that timeframe, NCPRD may elect to terminate this Agreement. NCPRD's election in this regard shall not constitute a waiver of NCPRD's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true, nor shall it constitute a waiver of any other remedies provided in this Agreement or by law or equity.

11. **District's Representations, Warranties and Covenants Regarding Concord and the Admin Building Through the Close of Escrow.** The District further represents, warrants, and covenants that, until this transaction is completed or escrow is terminated, whichever occurs first, it shall:

- a) Maintain Concord and the Admin Building in their present state;
- b) Keep all existing insurance policies affecting Concord and the Admin Building in full force and effect;
- c) Make all regular payments of interest and principal on any existing financing, if applicable; and
- d) Comply with all government regulations.

12. **NCPRD's Representations and Warranties.** NCPRD hereby warrants and represents to the District the following matters, and acknowledges that they are material inducements to NCPRD to enter into this Agreement. Subject to the limits of the Oregon Tort Claim Act and the Oregon Constitution, NCPRD agrees to indemnify, defend, and hold District harmless from all expense, loss, liability, damages and claims, arising out of the breach or falsity of any of NCPRD's representations, warranties, and covenants. These representations, warranties, and covenants shall survive Closing. NCPRD

warrants and represents to District that the following matters are true and correct, and shall remain true and correct through and as of Closing:

- a) Authority. NCPRD has full power and authority to enter into this Agreement (and the persons signing this Agreement for NCPRD, if NCPRD is not an individual, have full power and authority to sign for NCPRD and to bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to Hood View in accordance with this Agreement. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.
- b) Legal Access. To the best of NCPRD's knowledge Hood View has insurable vehicular access to a public road.
- c) Hazardous Substances. For purposes of this Agreement, the phrase "Hazardous Substances" shall include but not be limited to the substances defined in ORS 465.200. NCPRD warrants, represents, and covenants as follows:
  - i) To the knowledge of NCPRD, there are no Hazardous Substances in, upon, or buried on or beneath Hood View and no Hazardous Substances have been emitted or released from Hood View in violation of any environmental laws of the federal or state government;
  - ii) To the knowledge of the NCPRD, no Hazardous Substances have been brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, emitted, released from, or produced or disposed of, from or on Hood View, in violation of any environmental laws of the federal or state government;
  - iii) To the knowledge of NCPRD, no previously undisclosed underground storage tanks are located on Hood View, including (without limitation) any storage tanks that contain, or previously contained, any Hazardous Substances, and NCPRD agrees not to cause or permit any such tanks to be installed in Hood View before Closing;
  - iv) To the knowledge of NCPRD, Hood View are materially in compliance with applicable state and federal environmental standards and requirements affecting it;
  - v) NCPRD has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to Hood View;
  - vi) NCPRD has not transferred Hazardous Substances from Hood View to another location that is not in compliance with applicable environmental



laws, regulations, or permit requirements. To the best of the NCPRD's knowledge, no other person has transferred Hazardous Substances from Hood View to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements; and

- vii) There are no proceedings, administrative actions, or judicial proceedings pending or, to the best of NCPRD's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.
  
- d) Contracts, Leases, Rights Affecting Property. NCPRD has not entered into, and will not enter into, any other contracts for the sale of Hood View, nor do there exist nor will there be any rights of first refusal, options to purchase Hood View, leases, mortgages, licenses, easements, prescriptive rights, permits, or other rights or agreement, written or oral, express or implied, which in any way affect or encumber Hood View or any portion thereof, excluding the continued occupancy arrangement described in Section 5(a)(vi) hereof. NCPRD has not sold, transferred, conveyed, or entered into any agreement regarding timber rights, mineral rights, water rights, "air rights," or any other development or other rights or restrictions, relating to Hood View, and to NCPRD's knowledge no such rights encumber Hood View, and will not through Closing.
  
- e) No Legal Proceedings. There is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against Hood View, or any portion thereof, or pending or threatened against NCPRD which could affect NCPRD's right or title to Hood View, or any portion thereof, affect the value of Hood View or any portion thereof, or subject an owner of Hood View, or any portion thereof, to liability.
  
- f) Mechanics and Other Liens. No work on Hood View has been done or will be done, or materials provided, giving rise to actual or impending mechanic's liens, private liens, or any other liens, against Hood View or any portion thereof.
  
- g) Public Improvements or Governmental Notices. To the best of NCPRD's knowledge, there are no intended public improvements which will result in the creation of any liens upon Hood View or any portion thereof, nor have any notices or other information been served upon NCPRD from any governmental agency notifying NCPRD of any violations of law, ordinance, rule or regulation which would affect Hood View or any portion thereof.
  
- h) Breach of Agreements. The execution of this Agreement will not constitute a breach or default under any agreement to which NCPRD is bound or to which Hood View is subject.
  
- i) Possession. Except as specifically provided for herein, NCPRD will be able to deliver immediate and exclusive possession of the entirety of Hood View to the

District at the close of escrow, and no one other than NCPRD will be in possession of any portion of Hood View immediately prior to close of escrow.

- j) Bankruptcy Proceedings. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to the best of NCPRD's knowledge, threatened against NCPRD, nor are any such proceedings contemplated by NCPRD.
  - k) Recitals. The statements and information set forth in the Recitals are true and correct.
  - l) Changed Conditions. If NCPRD discovers any information or facts that would materially change the foregoing warranties and representations or the transactions contemplated by this Agreement, NCPRD shall immediately give written notice to the District of those facts and information. If any of the foregoing warranties and representations cease to be true before the close of escrow, NCPRD shall be obligated to use its best efforts to remedy the problem, at its sole expense, before the close of escrow. If the problem is not remedied before close of escrow, the District may elect to either: (a) terminate this Agreement in which case the District shall have no obligation to purchase Hood View and all escrow payments shall be refunded, or (b) defer the Closing Date for a period not to exceed ninety (90) days or until such problem has been remedied, whichever occurs first. If the problem is not remedied within that timeframe, the District may elect to terminate this Agreement. The District's election in this regard shall not constitute a waiver of the District's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true, nor shall it constitute a waiver of any other remedies provided in this Agreement or by law or equity.
13. **Removal of Personal Property and Debris**. Prior to NCPRD vacating Hood View prior to the District vacating Concord and the Admin Building, each party covenants and promises to remove or cause to be removed from such property, at their own expense, any and all personal property and/or trash, rubbish, debris, or any other unsightly or offensive materials unless otherwise previously agreed to in writing by the other party.
14. **Risk of Loss, Condemnation**. District shall bear the risk of all loss or damage to Concord or the Admin Building, and NCPRD for Hood View, from all causes, through the Closing Date. If, before the Closing Date all or part of any of the properties is damaged by fire or by any other cause of any nature, the current owner shall give the prospective purchaser written notice of such event. Such prospective purchaser may terminate this Agreement by giving written notice to the other party within fifteen (15) days following receipt of written notice of such casualty and Escrow Holder will return the Escrow Deposit and accrued interest.
15. **Notices**. All notices required or permitted to be given shall be in writing and shall be deemed given and received upon personal service or deposit in the United States mail,

01 March 2017

certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To District: North Clackamas School District #12  
Attn: Ron Stewart  
12400 SE Freeman Way  
Milwaukie, Oregon 97222  
Phone No.

With a copy to:  
Brent G. Summers  
Tarlow Naito & Summers LLP  
621 SW Morrison St, Ste 1225  
Portland, Oregon 97205  
Fax: 503-968-9002  
Tel. 503-968-9000

To NCPRD: North Clackamas Parks and Recreation District  
Attn: Scott Archer  
150 Beavercreek Rd.  
Oregon City, Oregon 97045  
Phone No. (503) 742-4421

With a copy to:  
Chris Storey  
Assistant County Counsel  
150 Beavercreek Rd.  
Oregon City, Oregon 97045  
Fax No. (503) 742-4565  
Phone No. (503) 742-4623

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended. Telephone and fax numbers are for information only.

16. **No Broker or Commission.** Each party represents and warrants to the other that it has not used or engaged a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, then District shall indemnify, hold harmless, and defend NCPRD from and against any such claim if based on any action, agreement, or representations made by District; and NCPRD shall indemnify, hold harmless, and defend District from and against any such claim if based on any action, agreement, or representations made by NCPRD.



17. **Further Actions of NCPRD and District.** NCPRD and the District agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated hereby and shall use their best efforts to accomplish the close of the transaction in accordance with the provisions of this Agreement.
18. **Legal and Equitable Enforcement of This Agreement.**
- a) Default by the District. In the event the close of escrow and the consummation of the transaction herein contemplated do not occur by reason of any default by the District, NCPRD shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the Escrow Deposit and all accrued interest, and shall have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.
  - b) Default by NCPRD. In the event the close of escrow and the consummation of the transaction herein contemplated do not occur by reason of any default by NCPRD, the District shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, and shall have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.
19. **Miscellaneous.**
- a) Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
  - b) Waivers. No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
  - c) Survival of Representations. The covenants, agreements, representations, and warranties made herein shall survive the close of escrow and shall not merge into the deed and the recordation of it in the official records.
  - d) Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the parties to it. NCPRD may assign

its interest in this Agreement to a park-providing or other recreational-providing entity, without the consent of District. In the event that an assignee assumes the obligations of NCPRD hereunder, then NCPRD shall have no further liability with respect to this Agreement.

- e) Entire Agreement. This Agreement (including any exhibits attached to it) and the Development Agreement are the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.
  - f) Time of Essence. The District and NCPRD hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision of this Agreement.
20. **Governing Law**. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
21. **Recording of Memorandum**. On the Effective Date a party may, if it so chooses, request the other party execute a Memorandum of this Agreement, which such requesting party may cause to be recorded against the appropriate property purchase(s).

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

01 March 2017

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of signature specified below.

**North Clackamas Parks and Recreation District,**  
a county service district

**North Clackamas School District**  
an Oregon municipal entity

\_\_\_\_\_

\_\_\_\_\_

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

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

Attachments:

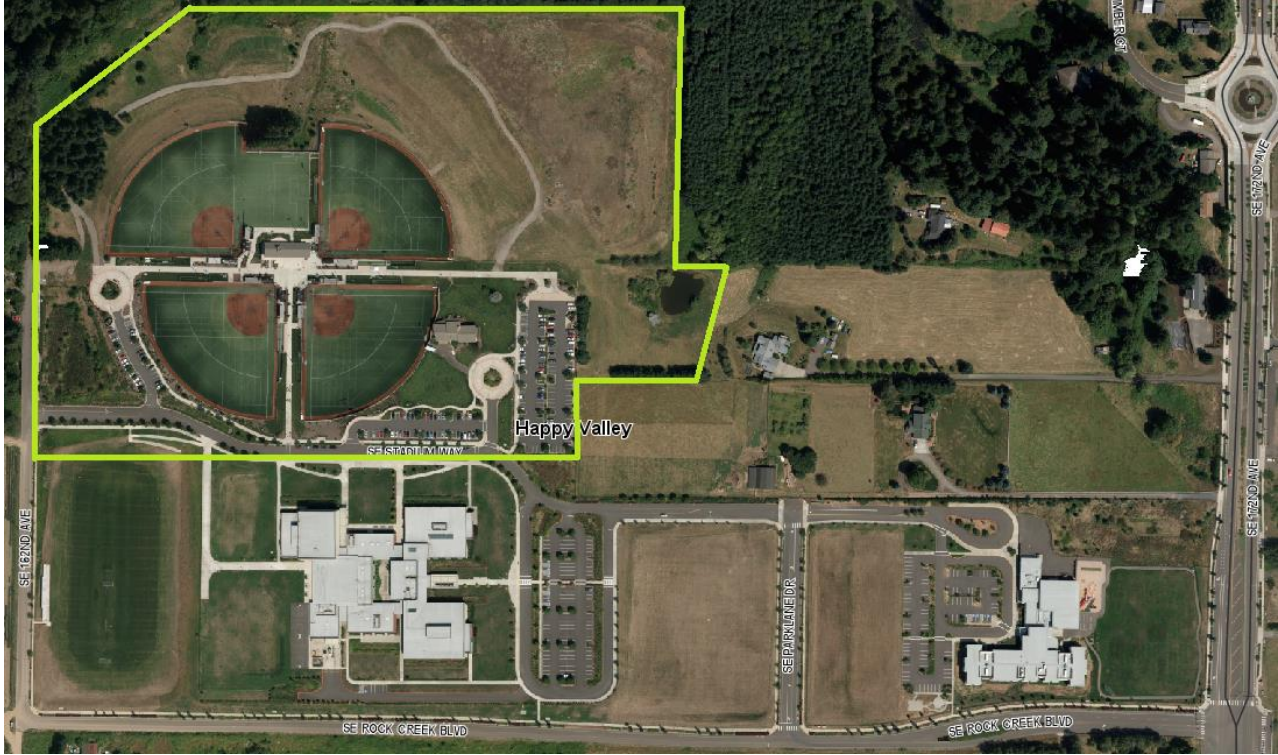
Exhibit A - Property Description – Hood View

Exhibit B – Property Description – Concord

Exhibit C – Property Description – Admin Building



Exhibit A  
Property Description – Hood View



Address	16223 SE Stadium Way, Happy Valley, OR 97086
Taxlot Number	23E07B 00500
Parcel Number	00614678

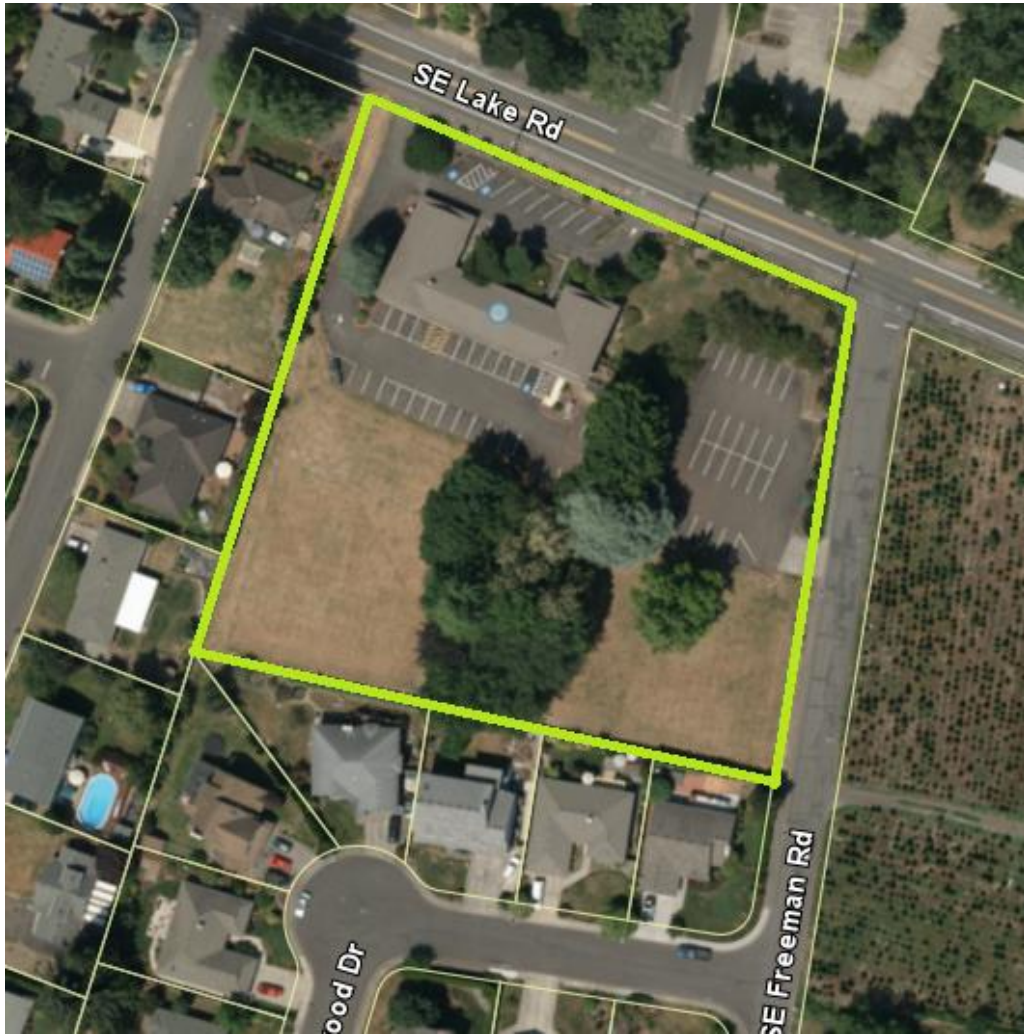
Exhibit B  
Property Description – Concord



Address	3811 SE Concord Road, Milwaukie, OR 97267
Taxlot Number	21E12AD02900
Parcel Number	00281466



Exhibit C  
Property Description – Admin Building



Address	4444 SE Lake Road, Milwaukie, OR 97222
Taxlot Number	22E06BB00700
Parcel Number	00078819



March 9, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Oregon Department of Transportation,  
Rail and Public Transit Division for Operations for the Mt Hood Express Bus Service

<b>Purpose/Outcomes</b>	Agreement with Oregon Department of Transportation, Rail and Public Transit Division to fund operations for the Mt Hood Express bus service to provide weekend service on the Villages Shuttle
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$82,580 and will be used to pay for operations, including fuel, to operate the bus service. No match funds are required
<b>Funding Source</b>	Federal Transit Administration 5310 Transportation grant and State of Oregon Special Transportation Funds. No County General Funds involved.
<b>Duration</b>	Effective on signature of both parties and terminates on June 30, 2019
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	8130

**Background**

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with Oregon Department of Transportation, Rail and Public Transit Division to operate the Mt Hood Express bus service. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment and recreation opportunities. These funds will allow the Village Shuttle to provide bus service on the weekend, enhancing access to transit services for local residents.

Clackamas County Social Services has operated the Mt Hood Express since 2007. The agreement was approved by County Counsel on December 26, 2016. No County General Fund dollars are involved. This agreement is effective upon execution and continues through June 30, 2019.

**Recommendation**

We recommend the approval of this agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director  
Health Housing & Human Services

RAIL AND PUBLIC TRANSIT DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

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

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **November 1, 2016** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2019** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subcontractor Insurance**

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

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

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit E.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$82,580.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$82,580.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

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

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor



accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
- i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

## 9. Recipient Subagreements and Procurements

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

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

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

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

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

competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

## 10. Termination

a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:

i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or

ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

iv. The Project would not produce results commensurate with the further expenditure of funds; or

v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.

b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

i. The requisite local funding to continue the Project becomes unavailable to Recipient; or

ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

## 11. General Provisions

a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and



reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be

- given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no

understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

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

**SIGNATURE PAGE TO FOLLOW**

Clackamas County/State of Oregon  
Agreement No. 31565

**Clackamas County**, by and through its

\_\_\_\_\_

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By Kathleen J. Rostetter  
Recipient's Legal Counsel

Date 12/20/16

**Recipient Contact:**

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

**State Contact:**

Karyn Criswell  
555 13th St. NE  
Salem, OR 97301-4179  
1 (503) 731-8461  
Karyn.C.CRISWELL@odot.state.or.us

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_

H. A. (Hal) Gard  
Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By Karyn Criswell

Date 11/16/2016

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

March 9, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement, Amendment #1  
with Senior Citizen Council of Clackamas County to Provide Social Services  
for Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the Senior Citizen Council of Clackamas County, Inc. to provide Older American Act (OAA) funded services for persons throughout Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is increased by \$11,312 for a revised contract maximum of \$159,973. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, State Unit on Aging.
<b>Funding Source</b>	The Older American Act and County General Funds.
<b>Duration</b>	Effective July 1, 2016 and terminates on June 30, 2017
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	7684

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of Amendment #1 to the Subrecipient Agreement #17-009 with the Senior Citizen Council of Clackamas County to provide Older American Act (OAA) funded services for persons living in Clackamas County. The services provided include Guardianship/Conservatorship, Guardianship Diversion and Case Management. These services assist older and disabled county residents in meeting their individual needs. The Guardianship/Conservatorship service helps those unable, in a variety of home settings, to handle their business affairs.

This amendment adds \$11,312 to the maximum compensation for a new total of \$159,973. This is a budget adjustment that redistributes Older Americans Act III-B funds.



This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. This amendment is effective upon execution, retroactive to July 1, 2016 and continues through June 30, 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services Dept.

Subrecipient Amendment (FY 16-17)  
Health, Housing and Human Services Department

<hr/> <u>Subrecipient Agreement Number: 17-009</u> <hr/>	<hr/> <u>Board Order Number:</u> <hr/>
<hr/> <u>Department/Division: H3S/SSD</u> <hr/>	<hr/> <u>Amendment No. 1</u> <hr/>
<hr/> <u>Subrecipient: Senior Citizens Council of Clackamas County, Inc.</u> <hr/>	<hr/> <u>Amendment Requested By: Stefanie Reid-Danielson, ADS Contracts Coordinator</u> <hr/>
<hr/> <u>Changes:   <input type="checkbox"/> Scope of Service               <input type="checkbox"/> Contract Time</u> <hr/>	<hr/> <u><input checked="" type="checkbox"/> Contract Budget               <input type="checkbox"/> Other:</u> <hr/>

**Justification for Amendment:**

This agreement provides for resources to be used in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.

This amendment adds to the maximum compensation. It is a budget adjustment that redistributes Older Americans Act III-B funds.

Maximum compensation is increased by \$11,312 to a revised value of \$159,973. This Amendment #1, when signed by Senior Citizens Council of Clackamas County, Inc., an Oregon Nonprofit Organization ("SUBRECIPIENT") and the Human Health and Housing Services Department on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated.

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.

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WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated **July 1, 2016** as may be amended ("agreement") and continues through **June 30, 2017**;

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement pursuant to this Amendment; and

NOW, THEREFORE, the COUNTY and SUBRECIPIENT hereby agree that the Agreement is amended as follows:

I. AMEND: AGREEMENT

4. **Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is \$148,661. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- a. **Grant Funds.** The COUNTY's funding of \$48,696 in grant funds for this Agreement is the Older Americans Act (CFDA# 93.044) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
- b. **Other Funds.** The COUNTY's funding of \$99,965 for the Guardianship/Conservator Program Expansion services outlined in this agreement are from County General Funds.

TO READ:

4. **Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is \$148,661. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- 1.1. **Grant Funds.** The COUNTY's funding of \$48,696 in grant funds for this Agreement is the Older Americans Act (CFDA# 93.044) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
- Other Funds.** The COUNTY's funding of \$99,965 for the Guardianship/Conservator Program Expansion services outlined in this agreement are from County General Funds.

II. AMEND: Exhibit 6 – Budget and Units of Services, Page 3 - Unit Cost Schedule

TO READ: Exhibit 6 – Budget and Units of Services, Page 4 – Unit Cost Schedule

AMEND

SENIOR CITIZENS COUNCIL OF CLACKAMAS COUNTY, INC.

Fiscal Year 2016-17

	III B Funds	OAA Match	County Gen. Fund	P.I (If Applicable	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Federal Award Number	16AAORT3SS						
CFDA Number	93.044						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Guardian/Conservator	21,207	2,358	30,000	8,000	1877.78	\$61,565	\$27.27
Guardian Diversion	17,730	1,972	45,000	4,000	2300.33	\$68,702	\$27.27
Case Management	9,759	1,085	24,965	1,000	1273.34	\$36,809	\$27.27
TOTALS	\$48,696	\$5,415	\$99,965	\$13,000		\$167,076	

Total Cost Equals (1 + 2 + 3 + 4 = 6)

Source of OAA Match - Staff time

Contract Amount: \$148,661

Federal Award Total: \$ 48,696.00

Senior Citizens Council of Clackamas County, Inc.  
 Subrecipient Grant Agreement #17-009, Amendment #1  
 Page 3 of 5



To Read

SENIOR CITIZENS COUNCIL OF CLACKAMAS COUNTY, INC.

Fiscal Year 2016-17

	III B Funds	OAA Match	County Gen. Fund	P.I (If Applicable	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Federal Award Number	16AAORT3SS						
CFDA Number	93.044						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Guardian/Conservator	21,207	2,358	30,000	8,000	1877.78	\$61,565	\$27.27
Guardian Diversion	17,730	1,972	45,000	4,000	2300.33	\$68,702	\$27.27
Case Management	21,071	2,343	24,965	1,000	1688.16	\$49,379	\$27.27
TOTALS	\$60,008	\$6,673	\$99,965	\$13,000		\$179,646	

Total Cost Equals (1 + 2 + 3 + 4 = 6)

Source of OAA Match - Staff time

Contract Amount:           \$159,973

Federal Award Total:       \$ 60,008.00

Senior Citizens Council of Clackamas County, Inc.  
Subrecipient Grant Agreement #17-009, Amendment #1  
Page 4 of 5

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IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their duly authorized officers.

**SUBRECIPIENT**

Senior Citizens Council of Clackamas County, Inc.

By: Christina Bird

Christina Bird, Executive Director  
Senior Citizens Council of Clackamas County, Inc.

2/16/2017  
Dated

**CLACKAMAS COUNTY**

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Ken Humbertson

Commissioner: Paul Savas

Commissioner: Martha Schrader

**Signing on Behalf of the Board:**

Richard Swift, Director  
Health, Housing and Human Services Dept.

Dated

Recording Secretary

Dated

March 9, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Non-federal Subrecipient Agreement with Northwest Family Services  
for Evidence-based Parenting Education Classes

<b>Purpose/Outcomes</b>	Conduct parenting education classes in both English and Spanish to enhance teaching skills and competencies of parents to promote their child's social/emotional well-being, as well as pre-literacy and pre-numeracy skills.
<b>Dollar Amount and Fiscal Impact</b>	Contract has a maximum value of \$7,152. No match is required. There is no fiscal impact to the County.
<b>Funding Source</b>	Oregon Community Foundation – Oregon Parenting Education Collaborative
<b>Duration</b>	Effective January 1, 2017 and terminates on June 30, 2017
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Rodney A. Cook 503-650-5677
<b>Contract No.</b>	CYF 8075

**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of a non-federal Subrecipient Agreement with Northwest Family Services to conduct 2 twelve-week sessions of the Incredible Years – one English and one Spanish, with a minimum of 10 parents each to improve the quality of parent/child interaction and support healthy child development. Services will be paid on a cost reimbursement basis.

This agreement has a maximum value of \$7,152 and no County General funds are involved and no match is required. It is effective January 1, 2017 and terminates June 30, 2017 and has been reviewed and approved by County Counsel. It is retroactive because of the competitive process that was required to award funds, as well as the time required for Counsel Approval of the Agreement.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CYF-8075	
Program Name: <i>Northwest Family Services OPEC Parent Education Classes</i> Program/Project Number: CYF-8075	
This Agreement is between <u>Clackamas County, Oregon</u> , acting by and through its Health, Housing & Human Services Children, Youth & Families Division (COUNTY) and <u>Northwest Family Services</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
<b>COUNTY Data</b>	
Grant Accountant: Stephanie Radford	Program Coordinator: Chelsea Hamilton
Clackamas County Children, Youth & Families Division 150 Beaver Creek Rd. Oregon City, OR 97045 503-650-5678 sradford@clackamas.us	Clackamas County Children, Youth & Families Division 150 Beaver Creek Rd. Oregon City, OR 97045 503-650-5682 chamilton@clackamas.us
<b>SUBRECIPIENT Data</b>	
Finance/Fiscal Representative: Gail Hitchcock	Program Representative: Samantha Furlow
Northwest Family Services 6200 SE King Road Portland, OR 97222 503-546-6377 ghitchcock@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR 97222 503-546-5075 sfurlow@nwfs.org
FEIN: 93-0841022	

#### RECITALS

1. Clackamas County parents with young children, and especially those who are English language learners, low income, living in rural communities, and/or are otherwise traditionally underserved, lack adequate access to evidence-based parenting education services and structured playgroups that incorporate kindergarten preparation activities.
2. Northwest Family Services (NWFS) will conduct one Spanish and one English class series of *Los Anos Increibles/The Incredible Years* with a minimum of 20 unduplicated parents (10 English and 10 Spanish-speaking) by June 30, 2017. Parents will expand their knowledge about child development, build effective parenting skills, and strengthen parent-child relationships- resulting in enhanced children's health, development, and school readiness.
3. The Oregon Parenting Education Collaborative (OPEC) is a multi-year initiative to expand access to high-quality parenting programs and develop a stronger and more coordinated parenting education system and Clackamas Children, Youth & Families Division (CYF) was chosen by OPEC to act as Clackamas County's parenting education hub.  
  
NWFS, a local Nonprofit 501(c)(3) organization, was chosen by CYF through a competitive process to provide these parenting education class series to parents with young children (prenatal to age six). NWFS has a reputation throughout the metropolitan area for providing exemplary programming to vulnerable populations and has demonstrated capacity to deliver evidence-based parenting education services.
4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.



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

#### AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of January 1, 2017 and shall expire on June 30, 2017, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of The Oregon Community Foundation Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Oregon Parenting Education Collaborative** issued to the COUNTY by The Oregon Community Foundation. The maximum, not to exceed, grant amount that the COUNTY will pay on this agreement is **\$7,279.00**.
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 the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with provisions as set forth by The Oregon Community Foundation as follows:
- Delivery of best practice parenting education programs, with a focus on programs for parents with children prenatal to age six, through home visiting and/or group based classes. Eligible costs include facilitator preparation and delivery time; food, incentives, and/or child care for participants; and transportation for participants, as appropriate.
  - Coordination and administration costs, including activities to establish and/or expand the Hub organization; convene partners to discuss and develop the region's parenting education framework, plan and set priorities; develop or improve the region's parenting education framework; and develop or improve access to information about available programs.
  - Facilitator training and supervision.
  - Purchase of curriculum and other materials.
  - Public awareness activities and materials.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Lobbying.** Not applicable to this grant.
- j) **Audit.** Not applicable to this grant.
- k) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, the Oregon Community Foundation, the Secretary of the State of Oregon, and their duly authorized

representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.

- l) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2017), 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.
- m) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

**11. Compliance with Applicable Laws.** Not applicable to this grant.

**12. State Procurement Standards.** Not applicable to this grant.

**13. General Agreement Provisions.**

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **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 the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the 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 the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
  - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
  - 6) **Minors.** Not applicable to this grant.
  - 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
  - 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
  - 12) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **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 the COUNTY.
  - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is



not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.

- e) **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.
- f) **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 the 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.
- g) **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.
- h) **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.
- i) **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.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

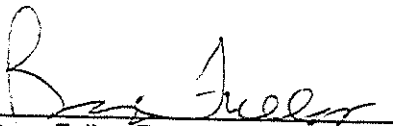
SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

**SUBRECIPIENT**  
Northwest Family Services  
6200 SE King Road  
Portland, OR 97222

**CLACKAMAS COUNTY**  
Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader


By:   
Rose Fuller, Executive Director

Signing on behalf of the Board:

By: \_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Services

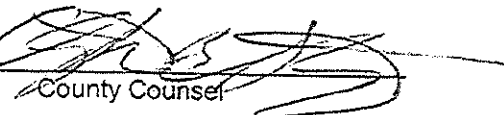
Dated: 2/15/17

Dated: \_\_\_\_\_

By:   
Rodney A. Cook, Director  
Children, Youth & Families Division

Dated: 2-22-17

Approved to Form

By:   
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting
- Exhibit D: Request for Reimbursement

March 9, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with Oregon State University (OSU) for Geographic Information System (GIS) mapping from OSU's Spatial Health Lab

<b>Purpose/Outcomes</b>	OSU's Spatial Health Lab will provide specialized population-based Geographic Information System (GIS) mapping.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$25,000.
<b>Funding Source</b>	Public Health Administrative Indirect. No County General Funds are involved.
<b>Duration</b>	Effective upon signature and terminates on June 30, 2017
<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>Contact Person</b>	Dawn Emerick, Public Health Director – 503-723-8479
<b>Contract No.</b>	8021

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Oregon State University (OSU) for Geographic Information System (GIS) mapping from OSU's Spatial Health Lab.

Clackamas County Public Health Division has created Health Equity Zones; geographic boundaries within the County that will allow the division to better target the health needs of our citizens. OSU's Spatial Health Lab will provide specialized population-based GIS mapping services and consultation in the analysis and exploration of data of public health significance, such as access to healthcare, food, and transportation, within these zones.

This contract is effective upon signature and continues through June 30, 2017. This contract has been reviewed by County Counsel on February 21, 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY, OREGON  
PUBLIC HEALTH DIVISION  
AND  
OREGON STATE UNIVERSITY

Agreement #8021

I. Purpose

This agreement is entered into between Clackamas County Department of Health, Housing and Human Services, Public Health Division (COUNTY) and OREGON STATE UNIVERSITY (OSU) for the cooperation of units of local government under the authority of ORS 190.010. County and OSU are referred to each as a "Party" and collectively as the "Parties."

This agreement provides the basis to join in a partnership with Oregon State University's (OSU) Spatial Health Lab for collaboration, consultation, and rendering of specialized population health GIS mapping. The purpose of this Scope of Work is twofold: 1) for the immediate deliverable of providing Clackamas County's Public Health Division (CCPHD) with high-quality, innovative maps for CCPHD's Community Health Assessment, and 2) to establish a mentorship and partnership serving as CCPHD's resource for public health data for policy development, economic development, county and municipal planning, and grant/proposal development.

II. Scope of Work and Cooperation

- A. OSU agrees to complete the scope of work, deliverables, and cooperation as described in Exhibit A, incorporated here by reference

III. Compensation

- A. COUNTY shall compensate OSU for satisfactorily completing activities described in Section II.A. above.
- B. The total payment to OSU shall not exceed \$25,000.00.
- C. The COUNTY agrees to pay \$25,000 at time the agreement is fully executed.

If for any reason OSU is unable to meet all of the deliverables, OSU agrees to refund of \$2,500 for each deliverable not met.

IV. Term and Termination

- A. Term of Agreement. The term of this Agreement shall begin on the date all required signatures are obtained and continue until June 30, 2017, unless otherwise terminated pursuant to this Agreement, on which date this Agreement is automatically terminated unless extended by a fully executed amendment.



- B. Termination. This Agreement may be terminated at any time, by mutual written consent of both Parties. Either Party may terminate this Agreement upon 30-days written notice. Any termination of this Agreement shall not prejudice any rights accrued by either Party prior to termination.

In addition, either Party may terminate this Agreement, immediately upon notice to the non-terminating party, or at a later date as may be established in the notice, upon the occurrence of any of the following events:

- (1) The terminating Party fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow the terminating Party, in the exercise of reasonable administrative discretion, to meet its obligations under this Agreement;
- (2) Federal or state laws, regulations, or guidelines are modified or interpreted in a way that: in the case of COUNTY, either the purchase of services by COUNTY under this Agreement is prohibited, or COUNTY is prohibited from paying for services from the planned funding source; or in the case of OSU, the services provided under this Agreement are no longer allowable; or
- (3) The non-terminating Party is in material breach of any covenant, warranty, obligation, or other provision under this Agreement and fails to cure such breach within 30 days of the terminating Party's written notice notifying the non-terminating Party of the breach.

V. Amendment

This agreement may be amended at any time with the agreement of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons. Amendments are effective and become a part of this agreement only after the written amendment has been signed by both parties.

- VI. Notice. All notices or other communications under this Agreement must be in writing and, unless otherwise expressly set forth in this Agreement, shall be delivered in person, by first class mail, by email with confirmation by first class mail, by fax with confirmation by first class mail, or by certified mail to the other Party at its respective address, email address, or fax number set forth below. All notices are effective upon receipt by the Party to be notified.

To COUNTY Program Liaison:

Clackamas County Public Health  
Attention: Philip Mason  
2051 Kaen Road Ste 367  
Oregon City, OR 97045  
Tel: 503.742.5956  
[pmason@co.clackamas.or.us](mailto:pmason@co.clackamas.or.us)

To OSU Program Liaison:

Oregon State University  
College of Public Health and Human Sciences  
Attention: Dr. Perry Hystad  
Milam Hall 20C  
2520 SW Campus Way  
Corvallis, OR 97331  
Tel: 541.737.4829  
[perry.hystad@oregonstate.edu](mailto:perry.hystad@oregonstate.edu)

**To County Contracts Administration:**

Clackamas County Public Health  
Attention: Jeanne Weber  
2051 Kaen Road, Ste 367  
Oregon City, OR 97045  
Tel: 503-742-5350  
Fax: 503-742-5352  
Jweber2@co.clackamas.or.us

**Notices only to:**

Contract Services | PCMM  
Oregon State University  
644 SW 13<sup>th</sup> Street  
Corvallis, OR 97333  
Tel: 541.737.4261  
Fax: 541.737.2170  
pacs@oregonstate.edu

**VII Special Requirements**

A. COUNTY and OSU agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement.

B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, OSU agrees to protect and save COUNTY, its officers, elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all costs, losses, damages, claims, or actions and all expenses incidental to the investigation and defense arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts or omissions of OSU and/or its directors, agents, trustees, employees, agents, subcontractors, representatives, or anyone over which OSU has a right to control under this agreement.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, COUNTY agrees to protect and save OSU, its directors, agents, trustees, and employees while acting within the scope of their duties as such, harmless from and against all costs, losses, damages, claims, or actions and expenses incidental to the investigation and defense arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts or omissions of the County and/or its officers, elected or appointed officials, agents, employees, subcontractors, representatives, or anyone over which the County has a right to control under this agreement.

C. Access to Records. Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.

D. 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 therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VIII. General Provisions

- A. Assignment. Neither Party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the non-transferring Party. The non-transferring Party shall not unreasonably withhold its consent. Any assignment of rights or delegation of duties covered by this Agreement by either Party without prior written consent of the other Party shall be void.
- B. Independent Contractors. The relationship of COUNTY and OSU under this Agreement shall be that of independent contractors and neither Party shall be deemed, nor hold itself out as being, a partner, joint venture, or principal and agent of the other. Neither Party shall have the authority to take any actions, or make any statements, representation, or commitments that are binding on the other Party, except as explicitly provided for herein or otherwise authorized in writing by the other Party.
- C. Authority to Contract. The Parties certify and represent that the Individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of COUNTY and OSU respectively, under the direction of each Party's governing body, commission, board, officers, members, or representatives and to bind their respective Party.
- D. Force Majeure. Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of COUNTY or OSU, respectively.
- E. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force and effect if the essential terms and conditions of this Agreement for both Parties remain valid, legal, and enforceable.
- F. Merger. THIS AGREEMENT AND ATTACHED EXHIBITS 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, AND THIS AGREEMENT SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS CONTRACTS, WARRANTIES, AGREEMENTS, REPRESENTATIONS, OR UNDERSTANDINGS, IF ANY, WRITTEN OR ORAL, ON THE SUBJECT MATTER OF 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 THE PARTY OF THAT OR ANY OTHER PROVISION.

This agreement consists of eight (8) sections plus the following Exhibits that by this reference  
are incorporated herein:

Exhibit A Scope of Work and Compensation

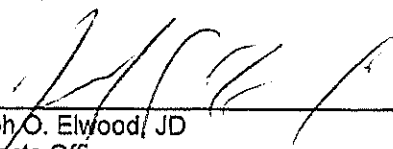
OREGON STATE UNIVERSITY



Sunil Khanna, Ph.D.  
Head of School of Biological and Population  
Health Sciences

2/21/2017

Date



Joseph O. Elwood, JD  
Contracts Officer  
Contract Services | PCMM

2/23/17

Date

644 SW 13<sup>th</sup> St  
Corvallis / OR / 97333  
T: 541.737.4261 / F: 541.737.2170

**CLACKAMAS COUNTY**

Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Signing on Behalf of the Board:

Richard Swift, Director  
Health, Housing, and Human Services

Date

Approved As To Form:



Kathleen J. Rostetter  
Clackamas County Counsel

2/27/17

Date



March 9, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Interagency Services Agreement  
With the Social Services Division of Health Housing and Human Services  
For the transfer of grant funds awarded for Rental Assistance to Homeless Veterans

<b>Purpose/Outcomes</b>	Provides Rental Assistance and barrier removal to homeless Veterans and in Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	Amount of financial award to be transferred shall not exceed \$493,617.00.
<b>Funding Source</b>	Oregon Health Authority, Health Services Division (HSD); Intergovernmental Agreement #147783 grant award in Amendment #12. No match funds are required. No county general funds are involved.
<b>Duration</b>	Effective October 01, 2016 and terminates on June 30, 2017
<b>Previous Board Action</b>	The Board granted permission to the Social Services Division (“SSD”) to apply for this grant on May 19, 2016 Agenda Item# 051916-A1
<b>Strategic Plan Alignment</b>	1. Increase self-sufficiency for our clients. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director, Behavioral Health Division 503-722-5305
<b>Contract No.</b>	8037

**BACKGROUND:**

The Clackamas County Behavioral Health Division (BHD), Housing & Human Services Department requests the approval of this Interagency Services Agreement to facilitate and record the transfer of the requirements and grant funds awarded to the Social Services Division to provide rental assistance services to homeless veterans with a serious mental health illness residing in Clackamas County. The financial award came through the Community Mental Health Program (“CMHP”) Intergovernmental Agreement #147783, Amendment #12.

This Interagency Agreement is retroactive because the BHD did not receive the funding before the effective date of the agreement. It is effective October 1, 2016 and terminates on September 30, 2017. The transfer of financial award shall not exceed \$493,617.00. County Counsel reviewed this document on February 13, 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

**INTERAGENCY AGREEMENT**  
**BETWEEN**  
**CLACKAMAS COUNTY**  
**HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT**  
**BEHAVIORAL HEALTH DIVISION**  
**AND**  
**CLACKAMAS COUNTY**  
**HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT**  
**SOCIAL SERVICES DIVISION**

**Agreement # 8037**

**I. Purpose**

This agreement between **Clackamas County Social Services Division ("SSD")** and **Clackamas County Behavioral Health Division ("BHD")** provides *rental assistance to homeless veterans* residing in Clackamas County. This service is possible due to award of funds to support a Rental Assistance Program for the balance of the 2015-2017 biennium.

The services set forth under this Intra-Agency Agreement reflects required language cited in amendment #12 of the 2015-2017 Intergovernmental Agreement #147783 for the financing of Community Addictions and Mental Health Services between the BHD and **Oregon Health Authority Health Services Division ("HSD")**. BHD will ensure the transfer of funds to SSD and all reporting requirements are met by SSD. SSD will administer services through the program.

**II. Scope of Work and Cooperation**

**SSD agrees to:**

Use transferred funds to support a Rental Assistance Program that serves individuals with a serious mental illness who meet one of the target population priorities.

The definition of "serious mental illness" is found at Oregon Administrative Rule (OAR) 309-032-0311. The definition of "homeless" or "at risk of being homeless" is found at 42 USC § 113 02.

**1. PRIORITY POPULATIONS.**

Rental Assistance Programs must serve individuals with a serious mental illness who meet one of the following priorities:

- a) Transitioning from the Oregon State Hospital
- b) Transitioning from a licensed residential setting
- c) Without supportive housing and at risk of reentering a licensed residential or hospital setting
- d) Homeless
- e) At risk of being homeless

**2. USE OF FUNDS**

Eligible use of funds:

- a) Monthly rental assistance for 30 unduplicated clients not to exceed \$1021.00 per month per client. Under delivery of services subject in this financial award may result in a recovery of funds at a rate of \$1021.00 for each month that services are under delivered. SSD agrees to transfer funds at the rate stated to BHD in the event that HSD recovers funds. SSD and BHD will ensure that the funds recovered by the state are only reimbursed to BHD if the balance of the agreement is exhausted.
- b) Barrier removal services, staff cost and administration fees.

To provide:

- a) Direct Rental Assistance
- b) Master Lease or Third Party Lease Payments
- c) Funds to cover Move-In Expenses and Barrier Removal
- d) Program Staff Positions of Peer Support Specialist and Residential Specialist
- e) Administrative Fee; limited to 15% of the program budget funded by HSD. Any administrative expenses for items not funded by HSD or in excess of the 15% limit must be paid using other funding.

**BHD agrees to:**

1. Transfer funding awarded through HSD to SSD upon receipt of invoice with required supporting documentation and Interfund form on a monthly basis.
2. Ensure SSD compliance with any and all program and reporting requirements outlined in the award are met.

### III. Compensation

The maximum transfer of funds from BHD to SSD specified in this agreement is **\$493,617.00**

#### 1. PROGRAM BUDGET:

Rental Assistance 30 unduplicated	\$ 275,670
Move-In Assistance/Barrier Removal	\$ 30,000
Staff: Residential Specialist	\$ 61,781
Peer Support Specialist	\$ 61,781
Administration	\$ 64,385
<b>Total</b>	<b>\$ 493,617</b>

#### 2. METHOD OF PAYMENT:

To receive payment for:

- a) Rental Assistance:  
SSD shall submit an *Interfund invoice* for the client's services each month at the rate of \$1,021.00 for each unduplicated client served for the previous month. Back up documentation to demonstrate the tracking of unduplicated clients should be submitted with Interfund invoice. In the event that BHD receives an amendment that reduces the award due to underserving in this part of the program, BHD and SSD will reconcile the amount of the fund recovery and the balance of the agreement. If the recovery results in a reduction that is more than the agreement balance, SSD will reimburse BHD for that amount.
- b) Remaining services and program costs: SSD shall submit an *itemized Interfund invoice* for services and program costs for the previous month. The invoice shall include the total amount invoiced for each budgeted category for the month, and the total amount due for services and program costs for the month.

#### 3. PAYMENT TERMS

Payment will be made 30 days after receipt of a completed invoice with required supporting documentation and Interfund form. Notwithstanding any of the foregoing, payment is subject to BHD determination that services claimed have been completed and delivered satisfactorily in accordance with the terms of this agreement. In the event that part or all of the Interfund is disputed, SSD will be requested to resubmit an acceptable Interfund. SSD shall use the invoice template in attachment #1.

Interfund forms and invoices should be submitted no later than the 15<sup>th</sup> day of the following month of services, Interfund forms and invoices shall be submitted to:

Diane Kestler-BHD  
Accounts Payable  
PSB # 154

Funding for this program is awarded in SE MHS 37 MHS, amendment #12 of the 2015-2017 CMHP Intergovernmental Agreement #147783,

**IV. Liaison Responsibility**

SSD liaison is Erika Silver, Human Services Manager (503) 650-5725.  
BHD liaison is Angela Brink, Administrative Services Manager (503) 742-5318.

**V. Special Requirements**

1. Readiness to Initiate Program: SSD must submit all required documents complete, accurate and on time. HSD may withhold release of funds until any documents requested by HSD are received and approved by HSD. The award is conditioned on the program being operational no later than Monday, October 3, 2016.
2. Securing State's Interest: HSD awarded the funds for the Rental Assistance program through the 12<sup>th</sup> amendment of the Intergovernmental Agreement # 147783. The award outlines the conditions under which HSD expects the rental assistance program to operate. BHD will transfer the funds to SSD with the understanding that SSD will ensure compliance of conditions outlined by HSD in the grant award.
3. Use of Funds. Awarded funds must be used to support a Rental Assistance Program that serves individuals with a serious mental illness who meet one of the target population priorities set forth in the Application. Funds will be distributed to BHD in equal monthly allotments. HSD will audit funding of the program at the completion of each biennium. SSD will provide all of the audit material upon request from HSD. Funds cannot be expended prior to the date of the agreement.
4. Program Timeline. SSD must submit a detailed program timeline representing the period from award through planning, start up and first year of operation. If, during the period represented in the project timeline, SSD has not made sufficient progress in line with the approved timeline, the award commitment may be withdrawn. SSD will communicate any recovery of funds from HSD to BHD.
5. Compliance Monitoring. SSD shall provide HSD with a quarterly report to satisfy the requirements to continue the program for the agreed purpose as defined in the agreement. SSD will notify BHD when compliance reporting is submitted to the HSD and provide BHD with a copy of all reporting
6. Changes in Scope of Program. HSD expects the Rental Assistance Program to be operated consistent with the information presented in SSD's application submitted to HSD May 31, 2016. Limited changes to the scope or nature of the program may be requested but will only be permitted with prior HSD approval. HSD reserves the right to revoke the award if services do not meet the standards presented in SSD's application or the inability to meet program goals and objectives. SSD should not make any decisions regarding a change in the proposed programs without including HSD in the revision process. SSD will notify BSD of any approved changes in the scope and delivery of the program.

**VI. Amendments**

This agreement may be amended at any time with the concurrence of both parties and within the limits set by HSD outlined in the grant award. Amendments become a part of this agreement only after the written amendment has been signed by both parties and the Department Director.




**VII. Term of Agreement**

This agreement is effective **October 1, 2016** and terminates **June 30, 2017**.

Termination. This agreement may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice delivered by certified mail or in person.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

**CLACKAMAS COUNTY  
SOCIAL SERVICES DIVISION**

  
\_\_\_\_\_  
Brenda Durbin, Director

2-27-17  
\_\_\_\_\_  
Date

**CLACKAMAS COUNTY  
BEHAVIORAL HEALTH DIVISION**

  
\_\_\_\_\_  
Mary Rumbaugh, Director

2/23/17  
\_\_\_\_\_  
Date

**CLACKAMAS COUNTY**  
Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services Department

\_\_\_\_\_  
Date

March 9, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Agreement with Northwest Family Services  
for Kindergarten Partnership Innovation Services

<b>Purpose/Outcomes</b>	Programming includes education and outreach to increase the quality of child care provided by Family, Friends, and Neighbors, and intensive support services to families with children with developmental delays.
<b>Dollar Amount and Fiscal Impact</b>	\$58,384 No County General Funds are involved and no fiscal impact to the County
<b>Funding Source</b>	Oregon Department of Education – Early Learning Division
<b>Duration</b>	January 1, 2017 and terminates June 30, 2017.
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Individuals and families in need are healthy and safe</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Rodney A. Cook 503-650-5677
<b>Contract No.</b>	CYF-8094

**BACKGROUND:**

Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of a Subrecipient Agreement with Northwest Family Services to provide home visitation, parent coaching, child development assessments for families with children with developmental delays to connect them to the resources and supports they need to facilitate their children’s successful entry into school and a series of trainings to pre-K child care providers to improve their service to and care for children with social emotional and/or developmental delays.

This Agreement has a maximum value of \$58,384. No County General funds are involved and no match is required. It is effective January 1, 2017 and terminates June 30, 2017 and has been reviewed and approved by County Counsel. The Agreement is retroactive because of the competitive process that was required to award funds, as well as the time required for Counsel Approval of the Agreement.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON**  
**LOCAL SUBRECIPIENT GRANT AGREEMENT H3S/CYF-8094**

Program Name: Kindergarten Partnership Innovation Services  
 Program/Project Number: CYF-8094

This Agreement is between Clackamas County, Oregon, acting by and through its Department of Health, Housing & Services (COUNTY) and Northwest Family Services (SUBRECIPIENT), an Oregon Non-profit Organization.

**COUNTY Data**

Grant Accountant: <b>Stephanie Radford</b>	Program Manager: <b>Kimberly Lopez</b>
Children, Youth & Families Division 150 Beaver Creek Rd. Oregon City, OR 97045 503-650-5678 <a href="mailto:sradford@clackamas.us">sradford@clackamas.us</a>	Children, Youth & Families Division 150 Beaver Creek Rd. Oregon City, OR 97045 503-650-5680 <a href="mailto:klopez@clackamas.us">klopez@clackamas.us</a>

**SUBRECIPIENT Data**

Finance/Fiscal Representative: <b>Rose Fuller</b>	Program Representative: <b>Jackie Vargas</b>
Northwest Family Services 6200 SE King Rd Portland, OR 97206 503-546-6377 <a href="mailto:rfuller@nwfs.org">rfuller@nwfs.org</a>	Northwest Family Services 6200 SE King Rd Portland, OR 97222 503-546-6377 <a href="mailto:jvargas@nwfs.org">jvargas@nwfs.org</a>
FEIN: 93-0841022	

**RECITALS**

1. Oregon Department of Education Early Learning Division (ELD) Kindergarten Partnership & Innovation Program invests in promising models that connect families with preschool aged children to early learning environments and supports to increase children's readiness for kindergarten and put them on track for succeeding in school.
2. Children, Youth & Families Division (CYF) has selected Northwest Family Services (SUBRECIPIENT) through a competitive process to implement two kinds of programming:
  - a. Home visitation, parent coaching, child development assessments to 35 families of children with developmental delays to connect them to the resources and supports they need to facilitate their children's successful entry into school.
  - b. A series of trainings to 99 Pre-K child care providers to improve their service to and care for children with social emotional and/or developmental delays.
3. NWFS (SUBRECIPIENT) is a 501(c)(3) organization whose mission is to equip people with vital skills for a lifetime in support of child well-being and family stability. It provides an array of services and programs ranging from professional counseling, job readiness and placement, work solutions, positive youth development, youth mentoring, gang prevention, school site management, healthy relationship education, financial literacy, parenting, anger management, and more. NWFS has demonstrated capacity to provide the services outlined in this Agreement.
4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program, as defined below.

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

### AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of **January 1, 2017** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Department of Education- Early Learning Division Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in Exhibit E: Special Terms and Conditions and Exhibit F: Kindergarten Partnership and Innovation Program Requirements.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **State of Oregon Department of Education Early Learning Division #5803** issued to the COUNTY by the Oregon Department of Education Early Learning Division. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$58,384**.
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 the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. .

- 8. Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
- 9. Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Agreement.
- 10. Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned”. All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
  - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Exhibit F: Kindergarten Partnership and Innovation (KPI) program requirements.
  - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
  - f) **Match.** Matching funds are not required for this Agreement.
  - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.



- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance and Demographic Reports according to the schedule specified in Exhibit C: Performance Reporting Schedule. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on the reporting forms provided (see Exhibits A-1, A-2, B, and D), must reference this Agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and the Oregon Department of Education- Early Learning Division , and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2017), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

## 11. 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, including, but not limited to: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix)

all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.

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

**12. State Procurement Standards.** Not applicable to this grant.

**13. General Agreement Provisions.**

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY, its officers, elected officials, agents and employees harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **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 \$3,000,000 per occurrence 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 the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$3,000,000.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the 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 \$3,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the State of Oregon, its officers, employees, and agents but only with respect to SUBRECIPIENT's activities under this Agreement. Coverage should be primary and non-contributory with any other insurance and self-insurance.
- 6) **Minors.** Not applicable to this grant.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 day notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

- 10) **Tail Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the 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 the Agreement, for a minimum of 36 months following the later of: (i) the Subrecipient's completion and AGENCY's acceptance of all services required under the Agreement or, (ii) the expiration of all warranty periods provided under the Agreement. Notwithstanding the foregoing 36-month requirement, if the Subrecipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 36-month period described above, then the Subrecipient may request and COUNTY may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COUNTY approval is granted, the Subrecipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- 11) **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. This must be noted on the insurance certificate.
- 12) **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.
- 13) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any Agreements 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 the COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- e) **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.

- f) **Governing Law.** This Agreement is made in the State of Oregon, without giving effect to the conflict of law provisions thereof, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the 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.
- g) **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.
- h) **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.
- i) **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.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **Waiver.** 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.

(Signature Page Attached)



SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

**SUBRECIPIENT**

Northwest Family Services  
6200 SE King Road  
Portland, OR 97222

**CLACKAMAS COUNTY**

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


By:   
Rose Fuller, Executive Director

Signing on behalf of the Board:

By: \_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Services


Dated: 2/27/17

Dated: \_\_\_\_\_

By:   
Rodney A. Cook, Director  
Children, Youth & Families Division

Dated: 2/28/17

Approved to Form

By:   
County Counsel

- Exhibit A-1: Work Plan Quarterly Report
- Exhibit A-2: Demographic Quarterly Report
- Exhibit B: Budget
- Exhibit C: Performance and Demographic Reporting Schedule
- Exhibit D: Request for Reimbursement
- Exhibit E: Special Terms and Conditions
- Exhibit F: Kindergarten Partnership and Innovation Program Requirements

March 9, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with Clackamas Women’s Services  
for Evidence-based Parenting Education Classes

<b>Purpose/Outcomes</b>	Conduct parenting education classes in both English and Spanish to enhance teaching skills and competencies of parents to promote their child’s social/emotional well-being, and school readiness.
<b>Dollar Amount and Fiscal Impact</b>	Agreement has a maximum value of \$10,777. No match is required. There is no fiscal impact to the County.
<b>Funding Source</b>	Oregon Community Foundation – Oregon Parenting Education Collaborative
<b>Duration</b>	Effective January 1, 2017 and terminates on June 30, 2017
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Rodney A. Cook 503-650-5677
<b>Contract No.</b>	CYF 8076

**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of a non-federal Subrecipient Agreement with Clackamas Women’s Services to conduct 2 classes using *Make Parenting A Pleasure* curriculum – one English and one Spanish, with a minimum of 10 parents each. Parents will increase knowledge about child development, build effective parenting skills, and strengthen parent-child relationships – resulting in enhanced children’s health, development, and school readiness. Services will be paid on a cost reimbursement basis.

This Agreement has a maximum value of \$10,777. No County General funds are involved and no match is required. It is effective January 1, 2017 and terminates June 30, 2017 and the Agreement has been reviewed and approved by County Counsel. It is retroactive because of the competitive process that was required to award funds, as well as the time required for Counsel Approval of the Agreement.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

**CLACKAMAS COUNTY, OREGON  
LOCAL SUBRECIPIENT GRANT AGREEMENT CYF-8076**

Program Name: *Clackamas Women's Services OPEC Parent Education Classes*  
 Program/Project Number: CYF-8076

This Agreement is between Clackamas County, Oregon, acting by and through its Health, Housing & Human Services Children, Youth & Families Division (COUNTY) and Clackamas Women's Services (SUBRECIPIENT), an Oregon Non-profit Organization.

**COUNTY Data**

Grant Accountant: Stephanie Radford	Program Coordinator: Chelsea Hamilton
Clackamas County Children, Youth & Families Division 150 Beaver Creek Rd. Oregon City, OR 97045 503-650-5678 sradford@clackamas.us	Clackamas County Children, Youth & Families Division 150 Beaver Creek Rd. Oregon City, OR 97045 503-650-5682 chamilton@clackamas.us

**SUBRECIPIENT Data**

Finance/Fiscal Representative: Melissa Erlbaum	Program Representative: Norma Gutierrez
Clackamas Women's Services 256 Warner Milne Rd Oregon City, OR 97045 503-655-8600 melissae@cwsor.org	Clackamas Women's Services 256 Warner Milne Rd Oregon City, OR 97045 503-6542807 x 311 normag@cwsor.org
FEIN: 93-0900119	

**RECITALS**

1. Clackamas County parents with young children, especially those who are English language learners, low income, living in rural communities, or are otherwise traditionally underserved, lack adequate access to evidence-based parenting education services and structured playgroups that incorporate kindergarten preparation activities.
2. Clackamas Women's Services (CWS) will conduct one Spanish and one English class series of *Make Parenting a Pleasure (Haga de la Paternidad un Placer)* with a minimum of 20 unduplicated parents (10 English and 10 Spanish speakers) by June 30, 2017. Parents will expand their knowledge about child development, build effective parenting skills, and strengthen parent-child relationships – resulting in enhanced children's health, development, and school readiness.
3. The Oregon Parenting Education Collaborative (OPEC) is a multi-year initiative to expand access to high-quality parenting programs and develop a stronger and more coordinated parenting education system and Clackamas Children, Youth & Families Division (CYF) was chosen by OPEC to act as Clackamas County's parenting education hub.

CWS, a local Nonprofit 501(c)(3) organization, was chosen by CYF through a competitive process (Notice Of Funding Opportunity) to provide these parenting education class series to parents with children (prenatal to age six). CWS has a reputation for providing exemplary programming and supports to survivors of domestic violence and has demonstrated capacity to deliver evidence-based parenting education programs.

4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

#### AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of January 1, 2017 and shall expire on June 30, 2017, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of The Oregon Community Foundation Grant that is the source of the grant funding
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Oregon Parenting Education Collaborative** issued to the COUNTY by The Oregon Community Foundation. The maximum, not to exceed, grant amount that the COUNTY will pay on this agreement is \$10,777.
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 the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with provisions as set forth by The Oregon Community Foundation as follows:
  - Delivery of best practice parenting education programs, with a focus on programs for parents with children prenatal to age six, through home visiting and/or group based classes. Eligible costs include facilitator preparation and delivery time; food, incentives, and/or child care for participants; and transportation for participants, as appropriate.
  - Coordination and administration costs, including activities to establish and/or expand the Hub organization; convene partners to discuss and develop the region's parenting education framework, plan and set priorities; develop or improve the region's parenting education framework; and develop or improve access to information about available programs.
  - Facilitator training and supervision.
  - Purchase of curriculum and other materials.
  - Public awareness activities and materials.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on the documents provided by CYF, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.



- i) **Lobbying.** Not applicable to this grant.
  - j) **Audit.** Not applicable to this grant.
  - k) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, the Oregon Community Foundation, the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
  - l) **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 three (6) years following the Project End Date (June 30, 2017), 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.
  - m) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.
11. **Compliance with Applicable Laws.** Not applicable to this grant.
12. **State Procurement Standards.** Not applicable to this grant.
13. **General Agreement Provisions.**
- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
  - b) **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 the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the 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 the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
- 6) **Minors.** Not applicable to this grant.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

- 12) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **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 the COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- e) **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.
- f) **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 the 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.
- g) **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.
- h) **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.
- i) **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.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

(CLACKAMAS COUNTY)

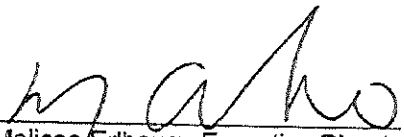
AGREED as of the Effective Date.

**SUBRECIPIENT**

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

**CLACKAMAS COUNTY**

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

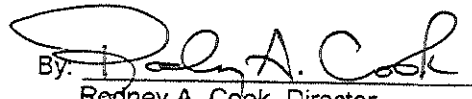
By:   
Melissa Erlbaum, Executive Director

Dated: 2-22-2017

**Signing on behalf of the Board:**

By: \_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Services

Dated: \_\_\_\_\_

By:   
Rodney A. Cook, Director  
Children, Youth & Families Division

Dated: 2/27/17

Approved to Form

By:   
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting
- Exhibit D: Request for Reimbursement

March 9, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with Todos Juntos for  
Evidence-based Parenting Education Classes

<b>Purpose/Outcomes</b>	Conduct parenting education classes in both English and Spanish to enhance teaching skills and competencies of parents to promote their child's social/emotional well-being, as well as pre-literacy and pre-numeracy skills.
<b>Dollar Amount and Fiscal Impact</b>	Agreement has a maximum value of \$9,594. No match is required. There is no fiscal impact to the County.
<b>Funding Source</b>	Oregon Community Foundation – Oregon Parenting Education Collaborative
<b>Duration</b>	Effective January 1, 2017 and terminates on June 30, 2017
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Rodney A. Cook 503-650-5677
<b>Contract No.</b>	CYF 8077

**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of a Subrecipient Agreement with Todos Juntos to conduct 2 classes (minimum of 6 sessions each) using *Active Parenting Now* curriculum – one English and one Spanish, with a minimum of 10 parents each. Outcomes include increased quality of parent/child interaction to support healthy child development. Services will be paid on a cost reimbursement basis.

This Agreement has a maximum value of \$9,594. No County General funds are involved and no match is required. It is effective January 1, 2017 and terminates June 30, 2017 and the Agreement has been reviewed and approved by County Counsel. It is retroactive because of the competitive process that was required to award funds, as well as the time required for Counsel Approval of the Agreement.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services



**CLACKAMAS COUNTY, OREGON  
LOCAL SUBRECIPIENT GRANT AGREEMENT CYF-8077**

Program Name: *Todos Juntos OPEC Parent Education Classes*  
Program/Project Number: CYF-8077

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

**COUNTY Data**

Grant Accountant: Stephanie Radford	Program Coordinator: Chelsea Hamilton
Clackamas County Children, Youth & Families Division 150 Beaver Creek Rd. Oregon City, OR 97045 503-650-5678 sradford@clackamas.us	Clackamas County Children, Youth & Families Division 150 Beaver Creek Rd. Oregon City, OR 97045 503-650-5682 chamilton@clackamas.us

**SUBRECIPIENT Data**

Finance/Fiscal Representative: Eric Johnston	Program Representative: Shawna Johnson
Todos Juntos PO Box 645 Canby, OR 97013 503.544.1513 ejtodosjuntos@comcast.net	Todos Juntos PO Box 645 Canby, OR 97013 503- 341-3381 shawnaj@todos-juntos.net
FEIN: 93-1308023	

**RECITALS**

1. Clackamas County parents with young children, especially those who are English language learners, low income, living in rural communities, or are otherwise traditionally underserved, lack adequate access to evidence-based parenting education services and structured playgroups that incorporate kindergarten preparation activities.
2. Todos Juntos will conduct one Spanish and one English class series of *Active Parenting Now* with a minimum of 20 unduplicated parents (10 English and 10 Spanish speakers) by June 30, 2017. Parents will expand their knowledge about child development, build effective parenting skills, and strengthen parent-child relationships – resulting in enhanced children’s health, development, and school readiness.
3. The Oregon Parenting Education Collaborative (OPEC) is a multi-year initiative to expand access to high-quality parenting programs and develop a stronger and more coordinated parenting education system and Clackamas Children, Youth & Families Division (CYF) was chosen by OPEC to act as Clackamas County’s parenting education hub.

Todos Juntos, a local Nonprofit 501(c)(3) organization, was chosen by CYF through a competitive process to provide direct services to parents with children prenatal to age six through classes. Todos Juntos has a reputation throughout the rural community for providing evidence-based parenting programs and support services in rural communities.

4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

#### AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of January 1, 2017 and shall expire on June 30, 2017, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of The Oregon Community Foundation Grant Agreement that is the source of the grant funding
4. **Grant Funds.** The COUNTY's funding for this Agreement is the OPEC Parenting Education Collaborative Hub issued to the COUNTY by The Oregon Community Foundation. The maximum, not to exceed, grant amount that the COUNTY will pay is \$9,594.
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 the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with provisions as set forth by The Oregon Community Foundation as follows:
- Delivery of best practice parenting education programs, with a focus on programs for parents with children prenatal to age six, through home visiting and/or group based classes. Eligible costs include facilitator preparation and delivery time; food, incentives, and/or child care for participants; and transportation for participants, as appropriate.
  - Coordination and administration costs, including activities to establish and/or expand the Hub organization; convene partners to discuss and develop the region’s parenting education framework, plan and set priorities; develop or improve the region’s parenting education framework; and develop or improve access to information about available programs.
  - Facilitator training and supervision.
  - Purchase of curriculum and other materials.
  - Public awareness activities and materials.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Lobbying.** Not applicable to this grant.
- j) **Audit.** Not applicable to this grant.
- k) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, the Oregon Community Foundation, the Secretary of the State of Oregon, and their duly authorized

representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.

- l) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2017), 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.
- m) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

**11. Compliance with Applicable Laws.** Not applicable to this grant.

**12. State Procurement Standards.** Not applicable to this grant.

**13. General Agreement Provisions.**

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **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 the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the 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 the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
  - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
  - 6) **Minors.** Not applicable to this grant.
  - 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
  - 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
  - 12) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **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 the COUNTY.
  - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is



not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.


- e) **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.
- f) **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 the 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.
- g) **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.
- h) **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.
- i) **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.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

AGREED as of the Effective Date.

**SUBRECIPIENT**  
Todos Juntos  
PO Box 645  
Canby, OR 97013

**CLACKAMAS COUNTY**  
Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

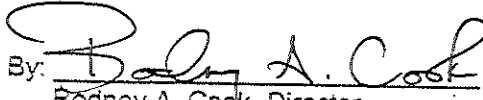
By:   
Eric Johnston, Executive Director

Signing on behalf of the Board:

By: \_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Services

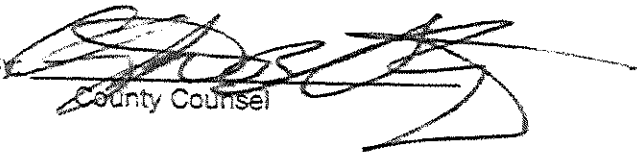
Dated: 2/17/17

Dated: \_\_\_\_\_

By:   
Rodney A. Cook, Director  
Children, Youth & Families Division

Dated: 2/27/17

Approved to Form

By:   
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting
- Exhibit D: Request for Reimbursement

DRAFT

Approval of Previous Business Meeting Minutes:  
February 16, 2017

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, February 16, 2017 – 6:00 PM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

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

## CALL TO ORDER

- Roll Call
- Pledge of Allegiance

## I. CITIZEN COMMUNICATION

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

1. Ethan Fereman, Oregon City – concerns regarding Juvenile Dept. Green Corp. program being terminated
2. *Mo Brandtner, West Linn* - concerns regarding Juvenile Dept. Green Corp. program being terminated.
3. Stephen Bates, Boring – Vietnam memorial project in Boring, asked that for the Board support of HB 694.
4. Les Poole, Gladstone – road conditions, public safety, transparency, and citizen participation.
5. Kevin Phillips, Beavercreek – 10 year plan to end homelessness.

*~Board Discussion~*

## II. PUBLIC HEARINGS

1. **Board Order No. 2017-07** Approval of an Annexation to Clackamas County Rural Fire Protection District No. 1

Chris Storey, County Counsel presented the staff report.

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

### **MOTION:**

Commissioner Savas: I move we approve the Board Order for the Annexation to Clackamas County Rural Fire Protection District No. 1.  
Commissioner Fischer: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Savas: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

2. Public Hearing and **Board Order No.2017-08** Regarding Approval to Allow Mary's Woods at Marylhurst to Issue Revenue Bonds in an Amount Not to Exceed \$200 Million

Chris Storey, County Counsel presented the staff report.

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

**MOTION:**

Commissioner Savas: I move we approve the Board Order Regarding Approval to Allow Mary's Woods at Marylhurst to Issue Revenue Bonds in an Amount Not to Exceed \$200 Million.

Commissioner Fischer: Second.

~Board Discussion~  
all those in favor/opposed:

Commissioner Fischer: Aye.  
Commissioner Savas: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

**III. CONSENT AGENDA**

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

**MOTION:**

Commissioner Schrader: I move we approve the consent agenda.  
Commissioner Fischer: Second.

~Board Discussion~  
all those in favor/opposed:

Commissioner Fischer: Aye.  
Commissioner Savas: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

**A. Health, Housing & Human Services**

1. Approval of an Intergovernmental Agreement with the City of Oregon City Police Department for Crisis Assessment and Diversion Services when Involved with the Police – *Behavioral Health*
2. Approval of Amendment No. 12 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*
3. Approval of Amendment No. 13 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*
4. Approval to Update the Health Resources and Services Administration (HRSA) Required Co-Applicant Agreement between Clackamas County and the Health Centers Division Community Health Council (CHC) – *Health Centers*

**B. Department of Transportation & Development**

1. Approval of a Contract with MJ Hughes Construction, Inc. for the Construction of the SE 122nd Ave & 132nd Ave: Sidewalk Connections Project - *Purchasing*

**C. Elected Officials**

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



**D. Business & Community Services**

1. Approval of Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas County for Sample Courier Services

**E. Administration**

1. Approval of an Intergovernmental Agreement with Portland State University Center for Population Research to Provide Population Estimates for the Former City of Damascus
- \*2. Approval to Apply for Funding from the Oregon Courthouse Capital Construction Improvement Fund for Matching Funds to Continue the Planning Process for a New Clackamas County Courthouse

**IV. WATER ENVIRONMENT SERVICES**

*(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)*

1. Approval of Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas County for Sample Courier Services

**V. COUNTY ADMINISTRATOR UPDATE**

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

**VI. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 10:57 AM**

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